



MPS COVER PAGE
(Fill out and provide under Tab A)

REQUEST FOR PROPOSAL: RFP 1014 for Telephone Service

This Request for Proposal (RFP) consists of: this document; all attachments, appendices, schedules and exhibits; any addenda issued in the future; and the current “MPS Terms and Conditions for Requests for Proposal” found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Terms--Conditions.htm>.

Milwaukee Public Schools (MPS) is soliciting competitive sealed proposals from qualified professional firms or individuals to, in accordance with all the terms and conditions of this RFP, provide Telephone Service.

Proposals will be accepted no later than 11:00 a.m., Central Time, Tuesday, May 07, 2019. Proposals must be submitted in the manner set forth in § 4.3 and in the format set forth in § 7.

By signing below, respondent’s representative certifies on behalf of the Respondent, that:

- I have the legal authority to bind the Respondent responding to this RFP and to provide the services identified herein;
- I have fully read this RFP and all incorporated documents and submit for consideration the attached proposal;
- I have read and understand the Contract Compliance Services (CCS) requirements, and that any proposed HUB and or Student Engagement participation is binding, real and substantial as defined in § 1.3 of the RFP;
- The fees in the attached 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; and
- I agree that the attached proposal will remain open and its pricing will remain firm until execution of a contract for the services which are the subject of this RFP.

Respondent

Telephone Number

Address

Fax Number

City, State, Zip Code

Email Address

Signatory’s Full Name and Title

Signature

Date

1. OVERVIEW

It is expected that the successful respondent will establish a strong partnership with MPS. As a strong partner, respondent will need to become fully acquainted with the business of MPS: educating Milwaukee's children. A full description of MPS, its mission, demographics and vision can be found at <http://mps.milwaukee.k12.wi.us>.

1.1 Summary

Project Name: Telephone Service
RFP Number: RFP 1014
RFP Release Date: Tuesday, April 16, 2019
Question Due Date: 11:00 a.m. Central Time, Tuesday, April 23, 2019
RFP Due Date: 11:00 a.m. Central Time, Tuesday, May 07, 2019

1.2 Definitions

Contractor/ Service Provider: the successful respondent awarded the contract resulting from this RFP.

District: Milwaukee Public Schools.

Historically Underutilized Business (HUB): a for-profit business that is 51% or more owned, controlled and managed by minority, women, disadvantaged, emerging, SBA-8A or other MPS-targeted business owners who have been certified as such by an MPS-recognized agency.

Proposal: any response provided pursuant to this RFP.

Respondent: a firm or individual submitting a response to this RFP.

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

Subcontractor: a person or entity performing, or proposed to perform, any portion of the Contractor's contract.

1.3 Contract Compliance Services (CCS) Requirements

1.3.1 Historically Underutilized Business

It is the declared administrative policy, 3.10, of the Board and its administration to aid, assist, and protect, to the extent justified by the evidence, the interests of historically underutilized business (HUB) concerns to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for goods and services for MPS be placed with HUBs. Therefore, MPS contracts may require the use of HUB firms within the prime Contractor/Vendor proposal response when a participation requirement is assigned.

HUB participation must be "commercially useful"; *i.e.*, the goods or services to be provided by the HUB firm are a direct function of the scope of services described in this RFP and resulting contract. The HUB participation requirement may be met by respondent in several ways:

- (1) By identifying your firm as a certified HUB vendor that intends to perform a minimum of the required HUB participation for this RFP;
- (2) By engaging in a joint venture with a certified HUB firm;
- (3) By subcontracting with one or multiple certified HUB firm(s); or

- (4) By making second-tier purchases from one or multiple certified HUB firm(s).

Respondents may contact MPS's Office of Contract Compliance Services for a list of acceptable certifications for HUB consideration. The Office of Contract Compliance Services may also be contacted for the purposes of furnishing a list of registered HUB firms for participation consideration. Furnished lists by the Office of Contract Compliance Services serves as an additional resource and does not limit Contractor/Vendor means to dictate how HUB participation shall be pursued. No credit for participation will be granted until HUB firm certification documentation is received.

1.3.2 Student Engagement Program

Per Administrative Policy 3.10, the Student Engagement program seeks to maximize Contractor involvement in career education and employment opportunities for students. The Student Engagement Program has two separate components: (1) career education activities that directly involve MPS students; and (2) paid student employment hours that provide one or more MPS students with an actual, meaningful employment experience. To meet student employment hours, students must be registered through MPS's student database. Once hired by the Contractor, students will be paid, at a minimum, the current Living Wage Rate as identified by the City of Milwaukee Ordinance 310-13. Under no circumstances will students work under conditions that would be considered a hazardous work environment.

Career Education activities include, but are not limited to, the following:

- (1) Classroom presentations at MPS project sites or various contractor career-specific activities.
- (2) Full classroom or small group tours of office environments. If a contractor is going to provide this type of activity, all required permission slips/arrangements must be made with the school by following normal field trip procedures.
- (3) Classroom skill development project activities in conjunction with teacher lesson plans such as math, science, reading, writing, etc.
- (4) Online industry specific career coaching and mentorship
- (5) Other CCS-approved contractor provided options.

Student Employment participation includes, but is not limited to, the following options:

- (1) Employment placement within prime contractor's establishment.
- (2) Student summer employment placement.
- (3) Student after-school and weekend placement, where appropriate.
- (4) Alternative placement with community based organization or a participating MPS departmental division. (An alternative placement arrangement is an available option for contractors with documented age restrictions or capacity and location limitations.)
- (5) Other CCS-approved provided options.

Further additional information relating to HUB participation requirement and the Student Engagement requirement can be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm>. For any other questions related to MPS's HUB program, contact MPS's Office of Contract Compliance Services via email at 505@milwaukee.k12.wi.us.

1.3.3 Requirements

The HUB participation requirement for the contract to be awarded pursuant to this RFP is:

0% per 12-month term.

The Student Engagement requirement for the contract to be awarded pursuant to this RFP is:

0 hours of Student Employment per 12-month term; and 0 hours of Career Education per 12-month term.

A respondent's status as a 501(c)(3) tax-exempt nonprofit organization does not excuse it from fulfilling these requirements.

1.3.4 Forms

Respondent must complete and return those forms checked below with its proposal or it will fail as to that minimum proposal requirement. The required forms are attached to this RFP as appendices and schedules. Fillable versions of these same forms can also be found at <http://mps.milwaukee.k12.wi.us/en/District/About-MPS/School-Board/Contract-Compliance-Services.htm> (click on Forms and Schedules, then click on Vendors). The fillable version of the forms must be printed, signed and attached to respondent's proposal.

- Appendix A - HUB Utilization Plan (If box is checked, current certification document, must be submitted with RFP response.)
 - Appendix B - Prime Vendor Information Sheet
 - Schedule H1-B - Student Career Awareness/Education Plan/Commitment

 - Schedule H1-A - Student Employment Commitment
- OR** Either Schedule H1-A or Schedule H1-C must be returned.
- Schedule H1-C - Alternative Placement Request Student Employment

Even if there are no HUB or Student Engagement requirements identified in § 1.3.3, respondents must still fill out "Appendix B - Prime Vendor Information Sheet". The information disclosed in this form will not be used in evaluating a respondent's proposal as it is solicited solely for reporting purposes to the Milwaukee Board of School Directors.

1.3.5 Evaluation and Award

MPS's Contract Compliance Supervisor, or his/her designated staff, will be the sole judge of the suitability and completeness of the returned CCS forms and will assign a "pass" or "fail" determination accordingly as to that minimum proposal requirement.

In the event this RFP does not identify CCS requirements in § 1.3.3, MPS reserves the right to award up to ten additional points to respondents who will utilize a certified HUB or commit to Student Engagement hours. To be eligible to receive these points, respondent must detail in its proposal what role(s) the proposed HUB subcontractor will be responsible for in the scope of services or specify what engagement MPS students will take place within a 12-month contract term. Forms can be found as identified in § 1.3.4 and must be completed and returned with a proposal for consideration. MPS's Contract Compliance Supervisor, or his/her designated staff, will be the sole judge of the suitability of the proposed participation and will assign points accordingly.

Within 20 business days after a contractor receives MPS Board approval of its contract, it must submit copies of all executed HUB firm subcontracts and all supporting and associated HUB documentation to

the Office of Contract Compliance Services. Falsification of any information related to a subcontract, including, but not limited to, subcontractor's name or actual work to be performed by HUB firms is prohibited. No HUB firm substitutions or scope of work reductions shall occur without the expressed written consent of MPS's Contract Compliance Supervisor or his/her designated staff.

Failure to meet CCS requirements may result in financial sanctions up to, or exceeding, the assigned HUB percentage value of the awarded contract, and/or associated student engagement hour requirements. Sanctions for non-compliance may be assessed against contractor invoices and are considerations for contract award. Sanction dollars will be released on subsequent invoices as compliance documentation is provided.

1.3.6 Waiver of Contract Compliance Services Requirements

Requests for HUB assignment waivers must be submitted in writing to the Office of Contract Compliance Services, and the contracting department. Such requests shall specify measures taken to meet the requirements and/or documented justification for waiver. An example of a justification may be, but not limited to, a proposal response will not exceed \$49,999.99 in each one-year contract term. In the event evidence suggests a need to adjust a requirement on an RFP/Bid, an addendum shall be issued prior to bid opening.

Requests to amend CCS requirements may be granted when a resulting contract has a not to exceed amount of \$49,999.99 per 12-month contract term. Requests must be submitted in writing within 20 days after a Contractor/Vendor receives MPS Board approval of its contract. Failure to adhere to the strict timeline will result in the original CCS assignments.

2. SERVICES REQUESTED

2.1 Scope of Services

MPS seeks proposals from qualified professional firms to provide local plain old telephone service (POTS) to school and non-instructional facilities located throughout the Milwaukee Public Schools District. All Schools/Non-Instructional Facilities requiring these services are located within Milwaukee city limits. MPS is not requesting long-distance service nor VoIP service as part of this RFP.

Since the service being requested is used primarily for elevators, alarm lines, fire notification lines, and other critical functions, service must continue to function in the event of a power outage.

As a result of this RFP, we will select one telecommunications service provider to provide POTS service for approximately 700 lines. Service Provider shall provide a flat monthly fee for unlimited usage. MPS has researched and evaluated the various regulatory and assessment fees usually billed by providers for telephone service and will pay only those fees specifically set forth on Exhibit 1.

2.2 Network Availability/Reliability

The Telephone Service must be available 24 hours a day, 365 days a year. The service must perform 99.9% of the time during any calendar month.

2.3 Response Time for Repair

The Service Provider shall remedy any loss of service within 4 hours of either notification or identification of such loss of service. Response time will commence upon the earlier of either notification by MPS or determination by the Service Provider of such loss of service. Please note that failure to perform may result in termination of contract.

2.4 Timing and Delivery of Service

The Telephone Service shall commence at 12:00:01 a.m. on July 1, 2019.

3. MPS CONTRACT TERMS AND CONDITIONS

3.1 Resulting Contract

The successful Service Provider agrees to enter into a contract prepared by MPS (hereinafter “the Proposed Contract”), the material terms of which are those set forth below. Any exception to MPS’s Contract Terms and Conditions, or any additional contract terms or conditions proposed by the Service Provider, must be provided in Tab E of the Service Provider’s Proposal.

MPS’s Contract Terms and Conditions will govern the Proposed Contract between Service Provider and MPS unless specific exception has been taken by the Service Provider in its Proposal. Acceptance of either exceptions to MPS’s Contract Terms and Conditions or additional contract terms or conditions proposed by the Service Provider in its Proposal is at the sole discretion of MPS.

Any exception to the terms and conditions set forth in the PSC, or any additional terms or conditions proposed by respondent to be incorporated in the PSC, must be provided as set forth in this § 3.1 to be considered.

Only those additional contract terms or conditions specifically set forth in Tab E of a proposal will be considered by MPS. Any exception or proposed additional contract term or condition not set forth in Tab E will neither be considered nor accepted. It is insufficient for respondent to cite to a document or incorporate a document by reference. Any such citation or incorporation will be disregarded.

MPS’s Director of Procurement & Risk Management, or his/her designated staff, will review any exceptions or proposed additions to determine if their nature or extent precludes ultimate agreement on a contract between MPS and respondent and will assign a “pass” or “fail” determination accordingly as to that minimum proposal requirement.

A “pass” as to the minimum proposal requirement does not mean that all the exceptions or proposed additions will be agreed to by MPS, but merely that they will be a point of discussion should respondent and MPS enter into contractual negotiations.

MPS’s Contract Terms and Conditions are as follows:

- a. Any services, lines, additional equipment, locations, etc. added during the course of the Proposed Contract must be coterminous with, (or end the same time as), the Proposed Contract, including any extensions thereto. It is also possible that schools may close during the term of a contract signed pursuant to this RFP. Service Providers shall be notified of such closures and invoicing shall cease upon such notification. Any modification or change to services during the term of the

contract signed pursuant to this RFP will be made pursuant to a Contract Addendum, a sample of which is attached as Attachment 1.

- b. MPS will award contracts without any guarantee, implied or otherwise, of the level of business any Service Provider will receive.
- c. MPS reserves the right to change a Service Provider if there is a legitimate reason to do so (*e.g.*, the Service Provider's breach of contract or the Service Provider is unable to perform the requested services).
- d. MPS will not agree to any disclaimers or limitations of liability.
- e. The Proposed Contract is contingent upon the appropriation of sufficient funds for this purpose by the State of Wisconsin and appropriate MPS officials. If funds are not appropriated, the Service Provider agrees to take back any goods furnished, terminate any services and relieve MPS of any future obligations under the Proposed Contract upon notice of the same.
- f. The Service Provider may be required to provide MPS with monthly, quarterly or yearly reports regarding services in a form and format mutually agreed upon.
- g. In the performance of work under the Proposed Contract, Service Provider shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Service Provider is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Service Provider has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Service Provider ineligible to participate in future contracts with MPS.

- h. Service Provider assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Service Provider shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Service Provider, or that may result from the carelessness or neglect of said Service Provider, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Service Provider, against such persons, firms or corporations carrying out the provisions of the Contract for the Service Provider, the Service Provider assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

- i. Service Provider understands and agrees that financial responsibility for claims or damages to any person, or to Service Provider’s employees and agents, shall rest with the Service Provider. Service Provider and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers’ Compensation, Employers’ Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers’ Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Service Provider by MPS shall be:

Workers’ Compensation	Statutory Limits
Employers’ Liability	\$100,000 per occurrence
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Umbrella (excess) Liability	\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Service Provider’s and subcontractors’ general liability insurance and umbrella liability insurance. Evidence of all required insurances of Service Provider shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into the Proposed Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall 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 the Proposed Contract.

- j. Service Provider agrees and stipulates that in performing the Proposed Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by the Proposed Contract. Service Provider has exclusive control over work hours, location, and other details of such services, and MPS’s sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of the Proposed Contract.

Service Provider has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Service Provider specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Service Provider claims to be or to have been an employee of MPS during the period of time covered by the Proposed Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Service Provider’s behalf, Service Provider will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Service Provider further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree

to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under the Proposed Contract.

- k. MPS will not pay any penalty or early termination fee, however captioned, in the event of termination for convenience or cause.
- l. The waiver or failure of either party to exercise in any respect any rights provided for in the Proposed Contract shall not be deemed a waiver of any further right under the Proposed Contract.
- m. The Service Provider shall adhere to MPS Administrative Policy 3.09(17), which requires any party contracting with MPS to pay its employees an amount equal to the hourly wage rate as set forth in the City of Milwaukee livable wage policy.
- n. The Proposed Contract, and its exhibits and addenda, if any; the referenced RFP and any attachments thereto; and the Service Provider's Proposal to the RFP will constitute the entire Proposed Contract among the Parties with respect to the subject matter hereof and will supersede all prior Proposals, negotiations, conversations, discussions and contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of the Proposed Contract shall be effective unless the same shall be in writing and signed by both MPS and the Service Provider. In the event of a conflict among the documents constituting the Proposed Contract, the order of priority to resolve the conflict shall be: (1) the Proposed Contract and its exhibits and addenda, if any; then (2) the referenced RFP and any attachments; and then (3) the Service Provider's Proposal to the RFP.
- o. If any term or provision of the Proposed Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of the Proposed Contract shall be interpreted as if such invalid term or provision were not contained in the Proposed Contract.
- p. The Service Provider shall invoice according to the terms set forth in section 3.5 of this RFP. It is mutually agreed that Wisconsin's state Prompt Payment Law, Wis. Stat. §§ 16.528, 16.53(2),(11), does not apply to the Proposed Contract.
- q. The state courts of Wisconsin shall be the sole forum for all disputes arising out of the Proposed Contract. The validity, construction, enforcement and effect of the Proposed Contract shall be governed solely by the laws of the State of Wisconsin.
- r. Time is of the essence in the Proposed Contract.
- s. The Service Provider shall not use the MPS Logo in its literature or issue a press release about the subject of the Proposed Contract without prior written notice to, and written approval of, both MPS's Director of Communication and Marketing and MPS's Senior Director of Technology.
- t. MPS will not be responsible for any charges not specifically set forth on Exhibit 1 in the Service Provider's Proposal. MPS has listed on Exhibit 1 those charges it has determined it will pay. MPS will not pay other fees, even if listed in the Service Provider's Proposal. These include charges for which MPS is exempt, such as Federal Excise and Wisconsin Sales Taxes, or other

non-mandatory charges such as Regulatory Cost Recovery Fees. MPS reserves the right to reject any goods or services that do not conform to the Service Provider's Proposal.

- u. Absent prior written consent of MPS's Senior Director of Technology, the Service Provider shall not: (1) disclose, publish or disseminate any information, not a matter of public record, that is received by reason of the Proposed Contract, regardless of whether the Service Provider is under contract at the time of disclosure; or (2) disclose, publish or disseminate any information developed for MPS under the Proposed Contract. The Service Provider agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication or dissemination of said information.
- v. MPS will not be liable to pay Service Provider for any work that the Service Provider is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).
- w. The Service Provider understands that MPS is bound by Wisconsin's public records law, and as such, all of the terms of the Proposed Contract are subject to, and conditioned on, the provisions of Wis. Stat. § 19.21 *et seq.* The Service Provider acknowledges that it is obligated to assist MPS in retaining and producing records that are subject to Wisconsin's public records law, and that the failure to do so shall constitute a material breach of the Proposed Contract, and that the Service Provider must defend and hold MPS harmless from liability under the law.
- x. The Service Provider covenants to have any and all licenses and permits required to perform the work or provide the goods specified and furnish proof of such licensing authorization and permits with its proposal, if required, and keep them in effect for the term of the Proposed Contract.
- y. The Service Provider 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.
- z. The Service Provider shall indemnify MPS against all liability, loss and/or expenses by reasons of any patent or trademark litigation now existing or hereafter instituted, arising out of any alleged infringement of patent or trademark on merchandise, or any part thereof, to be provided pursuant to the Proposed Contract.
- aa. The Service Provider covenants that all materials, equipment and supplies provided to MPS under the Proposed Contract comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards. All electrically-powered equipment must be UL listed or MPS-approved equivalent.
- bb. The Service Provider shall not be relieved of any liability for damages sustained by MPS by virtue of any breach of the Proposed Contract by the Service Provider, and MPS may withhold any payments to the Service Provider for the purpose of set off until such time as the exact amount of damages due to MPS from the Service Provider for said breach is determined. The Service Provider agrees that breach of the Proposed Contract by the Service Provider shall result in irreparable and continuing damage to MPS for which money damages may not provide

adequate relief. Therefore, any breach of the Proposed Contract by the Service Provider shall entitle MPS to both preliminary and permanent injunctive relief in addition to any monetary damages.

- cc. If the Service Provider fails to fulfill its obligations under the Proposed Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate the Proposed Contract for cause by giving five (5) days written notice before the effective date of termination of the contract, specifying the alleged violations, and effective date of termination. The Proposed Contract shall not be terminated if, upon receipt of the notice, the Service Provider promptly cures the alleged violation within five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by the Service Provider for use in completing the Proposed Contract. Failure to maintain the required certificates of insurance, permits, licenses and/or bonds will be cause for termination.
- dd. MPS further reserves the right to terminate the Proposed Contract at any time for any reason by giving Service Provider written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Service Provider shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Service Provider shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Proposed Contract.
- ee. Notices to either party shall be sent by Certified or Registered mail to the signatories on the Proposed Contract.
- ff. If the Service Provider believes that any resources from MPS are required related to the services being proposed, the Service Provider must list those required resources with specificity in Section 7.2.3 Tab B. Acceptance of resource requirements is at the sole discretion of MPS. MPS will not accept any resource requirements not specifically listed in the Service Provider's Proposal.

3.2 Proposals to Remain Open

By submitting a proposal, respondent is agreeing that its proposal will remain open and its pricing will remain firm until execution of a contract for the services which are the subject of this RFP.

3.3 Award

This RFP will result in either the award of a single contract to a single contractor or no award; there will not be multiple awards made under this RFP.

Contract awards are subject to review by the MPS Administration and Board of School Directors.

3.4 Contract Period

It is anticipated that a contract resulting from this RFP will be for a period of three year from July 1, 2019 through June 30, 2022 with the possibility of two one-year extensions. MPS will base its renewal decisions

on the following performance metrics to be rated by MPS personnel. A contractor must attain a minimum score of 90 points to be eligible for contract renewal; however, 90 points does not guarantee renewal.

Performance Metrics	Points
Provide plain old telephone service (POTS) to school and non-instructional facilities located throughout the Milwaukee Public Schools District	40
Responsiveness of service and support	40
Regularly submit accurate invoices with details as specified in § 3.5	20
Total	100

3.5 Invoicing

MPS will provide a summary of the services ordered and the corresponding locations, together with all costs. MPS requires a single monthly invoice based on a first of the month through end of the month cycle. It is the burden of the Service Provider to reconcile to MPS’s satisfaction its invoice to that summary and billing cycle.

Unless otherwise mutually agreed, all invoices must be manually created in a form and format which MPS has approved. Invoices may only be submitted after services have been provided, as Milwaukee Public Schools does not pay in advance for services.

Errors on invoices cannot be remedied by credits on invoices. All errors must be repaid by a check cut by the Service Provider within 30 days of notification such error.

4. INSTRUCTIONS

4.1 Communication/Questions

The only permissible communication regarding this RFP with MPS staff, including any and all questions and requests for clarification, must be directed, in writing via email, to mpsrfps@milwaukee.k12.wi.us. The subject line of the email must be labeled “RFP 1014 - Question.” Any other communication to, or contact with, a MPS staff member regarding this RFP by respondent will be considered unauthorized and a cause for rejection of a respondent’s proposal.

Any such communications must be received by 11:00 a.m. Central Time, Tuesday, April 23, 2019 or will be disregarded.

If a vendor has specific concerns regarding any aspect of the CCS process, including requirements, how requirements may be met or other, questions in writing may be submitted in writing directly to CCS at 505@milwaukee.k12.wi.us. However, the deadline for these questions remains the same. Any questions submitted to CCS must be received not later than 11:00 a.m. Central Time on Tuesday, April 23, 2019.

It is incumbent upon respondents to point out any possible discrepancies, omissions or ambiguities in the RFP using this question process. This includes alerting MPS that the RFP services or pricing requested are non-standard in the industry. By failing to do so, a respondent waives the right to claim any provision of this RFP is ambiguous.

4.2 Answers/Addendum

Answers to submitted questions, as well as any additional information or clarifications to the RFP, will be provided in the form of addenda posted at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Bids-RFPs.htm>. CCS may engage in vendor-specific conversations regarding requirements, but any general information relevant to all vendors generated by these conversations will be published in the addendum.

It is the sole responsibility of respondents to check that site for any addenda that may be issued. Addenda will not be otherwise communicated to prospective respondents and no other response to the emailed questions will be received by the sender.

In the event of any conflict with the RFP, addenda shall govern.

4.3 Submission of Proposals

Respondent must submit one original proposal, clearly marked as such with an original signature, and 7 copies, for a grand total of 8 items. Each proposal – original and copies – must be collated and bound in a manner to make each individual proposal readily apparent and complete.

Each proposal must be clearly marked “RFP 1014”. The proposals must be collectively packaged and sealed. The package should show the following information on the outside: respondent’s name, address, and “RFP 1014 – Telephone Service”. The package must be delivered to:

Milwaukee Public Schools
Department of Procurement & Risk Management
5225 W. Vliet St., Room 160
Milwaukee WI 53208

Proposals are due by 11:00 a.m. Central Time, Tuesday, May 07, 2019. Proposals received after this time will fail as to that minimum proposal requirement.

Proposals shall be deemed received by MPS when: (1) time-stamped in the Department of Procurement & Risk Management; or (2) delivered to the Department of Procurement & Risk Management with proof that a common carrier delivered the proposal to the central mail room at 5225 W. Vliet Street, Milwaukee, WI 53208 and it was signed for by an MPS employee no later than 11:00 a.m., Tuesday, May 07, 2019.

Electronic proposals will not be accepted.

4.4 Subcontracting

The use of subcontractors must be clearly indicated in the proposal, and all subcontractors must be identified by name. The Service Provider shall be wholly responsible for the entire performance, whether or not subcontractors are used. The use of subcontractors is not a requirement of this RFP. The Service Provider shall be solely responsible for compensating all subcontractors used by the Service Provider in connection with any contract awarded pursuant to this RFP. MPS reserves the right to reject any subcontractor.

4.5 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 Proposals; for providing clarifying information when requested by MPS; or for participating in any contract negotiations.

4.6 Clarifications

After receipt of proposals, it may be necessary for MPS to contact respondent with clarification questions. MPS will do so via the email address of the signatory provided on the respondent’s submitted Cover Page (Tab A). Clarification questions often need imminent answers and short deadlines for response may be necessary. It is the respondent’s responsibility to monitor the contact email identified at all times during the RFP process. Failure to timely respond to a clarification question submitted to the contact email may result in the rejection of the proposal.

4.7 Award Notification

Upon final approval by the Milwaukee Board of School Directors, MPS will post the results of the RFP at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Tabulations--Awards.htm>. No individual communications will be sent out to respondents. It is the sole responsibility of respondents to check the site for any contract award that may be issued. Respondents may not contact MPS to inquire about the status of an award prior to the posting of the results.

5. MINIMUM PROPOSAL REQUIREMENTS

MPS will determine whether proposals have met the eight minimum proposal requirements set forth below. Only those proposals passing all of these minimum proposal requirements, unless waived, will be passed on for evaluation according to the criteria set forth in § 6.1.

Minimum Proposal Requirements	
Timeliness – Submitted by the due date and time. <i>See</i> § 4.3.	Pass/Fail
Signed Cover Page (Tab A)	Pass/Fail
Cost Proposal Form (Tab C) – Cost is set forth on the Cost Proposal Form provided as Exhibit 1 to this RFP.	Pass/Fail
CCS Forms (Tab D) – Suitability and completeness of the returned CCS forms. <i>See</i> § 1.3.4.	Pass/Fail
Exceptions to Contract Terms and Conditions (Tab E) – <i>See</i> § 3.1.	Pass/Fail
Proffer of Insurance Coverage (Tab F)	Pass/Fail
Duplication of Service (Tab G)	Pass/Fail
Completeness – The proposal otherwise complies with the format and content parameters. <i>See</i> § 7.	Pass/Fail

MPS reserves the right, in its sole discretion and if deemed in the best interest of MPS, to: waive a minimum proposal requirement; waive irregularities in any proposal; reject all proposals received in response to this RFP; accept late proposals or improperly formatted proposals; and make a partial award or not make any award.

6. EVALUATION

6.1 Criteria

The criteria below, weighed as indicated, will be used to evaluate those proposals that meet all minimum

proposal requirements.

Criteria	Description	%
Experience and Qualifications	Information set forth in Section 1 of Tab B.	10%
Quality of Proposed Solution and Ability to Meet MPS's Needs	Information set forth in Sections 2 and 3 of Tab B.	30%
Financial Stability	Information set forth in Section 4 of Tab B.	10%
Cost	Pricing of Proposed Services on Exhibit 1 of Tab C	50%

6.2 Process

6.2.1 Committee

An evaluation committee will be established to evaluate the proposals according to the criteria identified in § 6.1. Proposals should be complete on their face. However, after opening of responses, MPS reserves the right to request supplemental information from any or all of the respondents and to factor any additional information into the evaluation. MPS may require oral presentations of a group of finalists in person or on the telephone and may request further information from those finalists.

6.2.2 Best and Final Offer

MPS reserves the right to involve one or more respondents in a Best and Final Offer (“BAFO”) process. BAFO may be used when no single response addresses all the specifications, when the costs submitted by all respondents are too high, when two or more respondents are virtually tied after the evaluation process or when all proposals are unclear or deficient in one or more areas. If BAFO is utilized, respondents may be required to submit revisions to their proposals. MPS will send out a BAFO request to invited respondents that will set forth the areas of the proposal to be covered and the date and time by which the BAFO must be returned. All respondents will be treated equally and, during the process, no information will be transmitted to any respondent about any other respondent’s offer. MPS reserves the right, in BAFO, to apply additional criteria not listed in the original RFP, but any additional criteria will be disclosed to respondents in the BAFO request.

6.2.3 Negotiation

MPS will open negotiations with the highest-ranked respondent after evaluation, interviews or BAFO process. MPS 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.

7. PROPOSAL FORMAT AND CONTENT

Proposals are to be formatted and tabbed in the form and sequence described in this § 7. Only information provided in the tabs set forth below will be considered. Elaborate proposals, *e.g.*, expensive artwork, beyond that sufficient to present a complete and effective response are not necessary. Quality, not quantity, is desired.

7.1 Tab A: Signed Cover Page

The MPS cover page must be signed by a representative of respondent authorized to bind respondent and submitted as Tab A of the proposal. Please include all contact information.

7.2 Tab B: Response to Request for Services

7.2.1 Section 1: Respondent's Experience and Qualifications

With specific reference to the services identified in § 2.1, detail respondent's experience and qualifications. Provide specific descriptions of like projects Proposer has done in environments comparable to MPS.

Provide at least three specific public sector client references including the names and contact information of the individual(s) you would propose MPS contact. MPS reserves the right to contact or visit any party listed as a reference. MPS also reserves the right to use other sources to obtain information about respondent's experience.

7.2.2 Section 2: Quality of Proposed Solution and Ability to Meet MPS's Needs

Describe respondent's capacity to ensure that MPS will timely and competently receive all the services requested, taking into consideration all other commitments of the respondent.

Be as specific as possible in describing respondent's plan for providing the services described in § 2.1.

Detail respondent's approach to customer service and provide brief resumes of all team members or employees who would be assigned to work with MPS.

Provide a sample invoice which corresponds to the criteria of § 3.5.

7.2.3 Section 3: Implementation Plan

Describe the respondent's plan to ensure that services will be fully operational at 12:00:01 a.m on July 1, 2019 including any material activities that the respondent believes may be necessary, e.g. testing, cutover, licensing. Also include any other activities that may be required to transfer services from an existing provider such that services will be fully operational at 12:00:01 a.m on July 1, 2019.

If the respondent believes that any MPS resources are required to ensure timely delivery of the services being proposed, the respondent must list those required resources with specificity in § 7.2.3. Acceptance of resource requirements is at the sole discretion of MPS. MPS will not accept any resource requirements not specifically listed in the respondent's Proposal.

While preparatory activities may begin as necessary after contract execution to ensure a July 1, 2019, service start date, MPS will pay only for the delivery of services beginning on July 1, 2019. Describe any preparatory activities in respondent's plan.

Additional sites and/or services requested by MPS during the course of the contract must be fully operational within 10 calendar days of such request. If activation of additional sites and/or services is not possible during that timeframe, describe the length of time required to activate new sites and/or services. Acceptance of a longer activation period is at the sole discretion of MPS.

7.2.4 Section 4: Financial Stability

Describe respondent, including, at a minimum: number of employees; number of years in business; type of services provided; and legal status, *i.e.* corporation, partnership, limited liability company.

Provide documentation to verify respondent possesses adequate financial support, assets, and organization to provide the products and services required in this RFP. This may take the form of financial statements, credit ratings, a line of credit, or other financial arrangements.

7.3 Tab C: Cost Proposal Form

Exhibit 1, attached hereto, must be completed and submitted as Tab C of the proposal. This is the only place cost/pricing should be referenced in the proposal. MPS will not pay pass-thrus for which it is exempt, such as Federal Excise and Wisconsin Sales Taxes or non-mandatory pass-thrus such as Regulatory Cost Recovery Fees. Costs for services plus any fees and/or taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost.

7.4 Tab D: CCS Forms

Complete and submit all required CCS forms, identified in § 1.3.4, as Tab D of the proposal.

7.5 Tab E: Contract Terms and Conditions

Pursuant to the directions in § 3.1, identify any exceptions to the terms and conditions contained in MPS's Professional Services Contract or additional proposed terms and conditions.

7.8 Tab F: Proffer of Insurance Coverage

Submit under Tab F of respondent's response.

7.9 Tab G: Duplication of Service

Submit under Tab G of respondent's response.

7.10 Tab H: Miscellaneous

Any additional materials, brochures or other documentation may be submitted as Tab H. Only relevant and necessary information should be included.

7.11 Tab I: Confidential or Proprietary Information

If respondent wishes to designate any portion of its proposal as confidential or proprietary, respondent may fill out and submit a "Request to Designate Information as Confidential or Proprietary" as Tab I. This form is found at <http://mps.milwaukee.k12.wi.us/en/District/Vendors-Contractors/Vendors/Forms.htm>. The Board is bound by Wisconsin statutes regarding public records (Wis. Stat. § 19.21, *et seq.*) and, as such, all of the terms of the contract resulting from this RFP will be public.

8.0 Appeals

Appeals regarding MPS's procurement process are handled by the Office of Accountability and Efficiency. Details on appeals can be found at http://mps.milwaukee.k12.wi.us/MPS-English/OBG/OAE/Policies-and-Laws/Bid_RFP-Appeals-Form.pdf.

EXHIBIT 1 to RFP 1014: Telephone Service

COST PROPOSAL WORKSHEET

Respondent Name: _____

Deliverable as Proposed in § 2	Unit of Cost	Unit Cost Year 1	Unit Cost Year 2	Unit Cost Year 3
1. POTS; Non-recurring Charge (if applicable)	Fixed Fee *	\$ _____	\$ _____	\$ _____
2. POTS; Monthly Fees				
a. Line Cost	Per Month*	\$ _____	\$ _____	\$ _____
b. Wisconsin USF Fee	Per Month*	\$ _____	\$ _____	\$ _____
c. Police /Fire Protection Fee	Per Month*	\$ _____	\$ _____	\$ _____
d. Total Of Monthly Fees Per Line (Total of 2a + 2b + 2c)	Per Month*	\$ _____	\$ _____	\$ _____
	Quantity	Year 1 Calculation	Year 2 Calculation	Year 3 Calculation
Non-recurring Charge (if applicable) [= Quantity x Deliverable 1]	1	\$ _____	\$ _____	\$ _____
Total of Monthly Fees [= Quantity x Deliverable 2d]	12	\$ _____	\$ _____	\$ _____
Annual Total		\$ _____	\$ _____	\$ _____
Grand Total for Years 1-3		\$ _____		

*Cost submitted shall be all-inclusive, including but not limited to, any and all administration expenses, overhead expenses, staffing costs, etc. MPS will not pay pass-thrus for which it is exempt, such as Federal Excise and Wisconsin Sales Taxes or non-mandatory pass-thrus such as Regulatory Cost Recovery Fees. Costs for services plus any fees and/or taxes must be fully set forth on the Cost Proposal Worksheet such that they are reflected in the total cost.

Any modification to the format of the Worksheet will be considered non-compliance with the format and content parameters. Any supplemental pricing information attached or referenced will not be considered.

Tab F – Proffer of Insurance Coverages

Submit this completed section under Tab F of respondent's response.

1. Provide a certificate of insurance evidencing insurance coverage in amounts set forth in the RFP
2. Will respondent obtain insurance with the Milwaukee Board of School Directors named as an additional insured if awarded a contract? Yes No

If required documentation as identified in number 1 above is not provided or “no” is checked in Number 2, MPS will fail respondent as to this Minimum Proposal Requirement.

Tab G – Duplication of Service

Submit this completed section under Tab G of respondent’s response.

Respondent certifies that its Proposal does not contain any duplication of service.

Yes No

If “no” is checked, MPS will fail respondent as to this Minimum Proposal Requirement.

Attachment 1

**ADDENDUM #[XX] TO THE MILWAUKEE BOARD OF SCHOOL DIRECTORS' CONTRACT FOR
[TYPE OF SERVICES] DATED [MONTH DAY, YEAR]**

[Service Provider Name] ("Service Provider") and Milwaukee Board of School Directors ("MPS") entered into the Milwaukee Board of School Directors' Contract For [Type of Services] on [Month, Day, Year].

The Milwaukee Board of School Directors' Contract For [Type of Services] dated [Contract Month, Day, Year] provides that MPS may change services subject to this contract without any monetary penalties. It is mutually understood that this Addendum [moves, adds, deletes, changes] [type of service] pursuant to said Contract with no monetary penalty. All terms and provisions contained in said Contract remain in full force and effect.

1. MPS billing contact is Chad Meyer, Senior Director of Technology
2. MPS authorized contact is Chad Meyer, Senior Director of Technology
3. Requested Service): [type of change: moves, adds, deletes, changes] [service description]
4. Site information:

Site Name	Address Location	Service	Customer Request due Date
[School or Non Instructional Facility]	[Street, City]	[Service Description]	[Month Day, Year]
[School or Non Instructional Facility]	[Street, City]	[Service Description]	[Month Day, Year]
[School or Non Instructional Facility]	[Street, City]	[Service Description]	[Month Day, Year]
[School or Non Instructional Facility]	[Street, City]	[Service Description]	[Month Day, Year]

5. The beginning billing date of the change in services described in Number 4 above shall be as follows (the 1st of the month following service start/installation): [Month, Year]
6. This change in service shall run coterminous with the Milwaukee Board of School Directors' Contract for [Type of Service] dated [Month Day, Year] with the following termination date: June 30, [Year]
7. The monthly recurring charge on this change in service shall be as follows: \$[XXXX.XX]
8. The non-recurring one-time installation fee for this change in service: \$[XXXX.XX]

MILWAUKEE BOARD OF SCHOOL DIRECTORS

Dated: _____

By: _____
Chad Meyer, Senior Director of Technology

APPENDIX B

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

Prime HUBs must identify the actual percentage of service/product they will provide. Only that percentage of service/product actually provided by the HUB prime will count toward HUB participation.

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

Are you a certified MBE firm? Yes No Certifying Agency _____

Are you a certified WBE firm? Yes No Certifying Agency _____

Are you a certified SBA-8A SBE, DBE, DVSOB 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: _____

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

<u>Name of Team Member</u>	<u>Project Assignment</u>	<u>Ethnicity</u>	<u>M/F</u>	<u>Resident/ Non-resident</u>	<u>% of Project Dollars</u>