



#2023-03
REQUEST FOR QUALIFICATIONS AND COST PROPOSALS
SHELTER CARE SERVICES
FOR
ROCK COUNTY HUMAN SERVICES

Proposals due in Rock County Purchasing Division by:

March 23, 2023 – 2:00 p.m. (local time)

Proposals received after this date and time will be rejected.

Proposals must remain in effect for 180 days after due date.

Address proposal to: Sherry Oja, Finance Director
Rock County Purchasing
Rock County Courthouse
51 S. Main Street
Janesville WI. 53545

Rock County reserves the right to accept or reject any or all proposals, to waive any technicality or error in any proposal or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

The County further reserves the right, without prior notice, to supplement, amend or otherwise modify this RFQ/RFP or otherwise request additional information from any and all respondents. By submitting a proposal, the consultant thereby agrees that the County's decision concerning any submittal in any respect is final, binding and conclusive upon it for all purposes, and acknowledges that the County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable outlined.

Contracts are awarded to the highest ranked, most qualified, responsible and responsive proposer on the basis of the Request for Qualifications and Cost Proposal and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, timeliness of delivery, competency of proposer, proposer's ability to render satisfactory service, and past performance. If two or more proposers submit identical proposals, Rock County will make award to proposer of its choice and such decision will be final.

INSTRUCTIONS FOR PROPOSAL

The proposer is required to submit electronically via DemandStar (www.demandstar.com) or submit five (5) hardcopies of their proposal in a sealed envelope marked RFP #2023-03 to Sherry Oja, Finance Director, 51 South Main Street, Janesville, WI 53545. All proposals must be received by **2:00 p.m. (local time) March 23, 2023**. Any proposal submitted after this date and time will be rejected. No faxed or emailed proposals will be accepted.

Proposers are responsible for ensuring that the above office receives their proposal before the deadline. Proposal “packets” must be clearly labeled with vendor name, return address, proposal title, date and the name of the proposer’s primary contact for proposal questions.

Proposals shall be signed with name typed below signature. Where proposer is a corporation, proposal must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

Proposers must be licensed to business in the State of Wisconsin when required by law.

INQUIRIES

All questions concerning this Request for Qualifications and Cost Proposal shall be submitted **in writing** to Sherry Oja, Finance Director. Questions shall be received by **12:00 noon (local time), March 6, 2023**. Questions received after this date and time will not be answered. Questions shall be e-mailed to sherry.oja@co.rock.wi.us.

No verbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the proposal period. Proposers shall bring inadequacies, omissions or conflicts to Rock County’s attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County’s response.

ADDENDA

All changes in or interpretations of the RFQ/RFP prior to due date will be made by written addenda issued by Rock County to each recipient of RFQ/RFP on record. All addenda will be issued no later than 72 hours prior to due date. All addenda or notice of addenda will be posted on Rock County’s website, www.co.rock.wi.us.

PROJECTED TIMETABLE

Issue Request for Qualifications and Cost Proposal	February 21, 2023
Questions Due	March 6, 2023 – 12:00 noon
Addendum Issued, if needed	March 13, 2023 – 5:00 p.m.
Proposals Due	March 23, 2023 – 2:00 p.m.

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

PROPOSAL AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their proposal in response to this RFQ/RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

COMPLIANCE WITH THE REQUEST FOR QUALIFICATIONS

Proposals submitted shall be in strict compliance with the Request for Qualifications and Cost Proposal. Failure to comply with all provisions on the RFQ/RFP may result in disqualification.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this RFQ/RFP, but which are necessary to provide functional capabilities proposed by the proposer, must be included in the proposal.

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be 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. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INSURANCE REQUIREMENTS

The Contractor further agrees that in order to protect itself and County it will at all times during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an additional named insured. Contractor shall also provide a copy of the additional insured endorsement. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution, or commencing work for the County.

MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposers may withdraw proposals at any time before the proposal due date and time but may not resubmit them. No proposal may be withdrawn or modified after opening except where the award of Contracts has been delayed for more than 60 days from the due date.

PROOF OF COMPETENCY OF PROPOSER

Any proposer may be required to furnish evidence satisfactory to Rock County that the proposer and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work proposed to assure completion of the Contract in a satisfactory manner.

CONFLICT OF INTEREST

All respondents must disclose with their proposal, the name of any officer, director or agent who is also an officer or employee of Rock County. Further, all respondents must disclose the name of any Rock County officer or employee who owns, directly or indirectly, any interest in the vendor's firm or any of its branches. Failure to disclose this information will result in disqualification of proposer and/or cancellation of Contract. Rock County reserves the right to seek damages for recoupment of losses in having to re-let or reassign.

DISQUALIFICATION

Rock County reserves the right to disqualify proposals, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the proposer.

DEBARMENT

The Contractor certifies through signing their proposal that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of proposal will be in writing. Such requests shall not alter the offeror's pricing information contained in its proposal.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), contractor, subcontractor or agent of a contractor or subcontractor that will be performing any work on this project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all of the following:

1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
3. A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

AWARD

Award will not be made to any proposer in default of a Contract with Rock County, or to any proposer having as its agent or employee, any individual previously in default or guilty of misrepresentation.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 008102042190606 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a)

CONTRACT REQUIREMENTS

CONTRACT

The contract will include the "Request for Qualifications and Cost Proposal", any attachments or addendum and the successful respondent's proposal.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local, state and federal laws and regulations.

TERMINATION FOR DEFAULT

The contract may be terminated by Rock County, in whole or in part, in writing, whenever the County determines that the Contractor has failed to meet performance requirements of the Contract.

TERMINATION FOR CONVENIENCE

Rock County reserves the right to terminate the Contract, in whole or in part, by giving the Contractor written notice of at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Rock County, the Contractor shall only provide those services specifically approved or directed by Rock County. All other rights and duties of the parties under the Contract shall continue during such notice period.

CANCELLATION

Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Contractor fails to maintain and keep in force the required insurance, Rock County shall have the right to cancel and terminate the contract without notice.

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without fault or negligence of the party.

PERMITS, LICENSES AND FEES

The selected vendor shall be responsible for obtaining all permits, licenses, certifications etc. required by Federal, State, County and Municipal laws, regulations, codes and ordinance for the performance of the work required in these specifications and to conform with the requirements of said legislation.

PATENT FEES, ROYALTIES AND LICENSES

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

PUBLIC ENTITIES CRIMES

A person or affiliate that has been convicted of a public entity crime is not allowed to submit a proposal for this contract.

PUBLIC RELATIONS IMAGE

Selected vendor's personnel shall at all times handle complaints and any public contact with due regard to the County's relationship with the public. Any personnel in the employ of the selected vendor involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the contract at the request of Rock County.

PUBLICITY RELEASES

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Rock County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of Rock County. The contractor further agrees not to publish or cite in any form, any comments or quotes from County staff.

ASSIGNMENT & SUBCONTRACTING

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Rock County.

VENDOR'S RELATIONSHIP TO ROCK COUNTY

It is expressly agreed and understood that the successful vendor is in all respects an Independent Contractor as to the work, and the vendor is in no respect an agent, servant or employee of Rock County. The contract will specify the work to be done by the vendor, but the method utilized to accomplish the work shall be the responsibility of the vendor.

DEFICIENCIES

In the event that Rock County determines that there are deficiencies in the service work provided by the vendor under the contract, Rock County shall notify the vendor in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, vendor shall take responsible steps to correct any deficiencies.

RECORDS

The Contractor shall maintain accurate and complete records. All books and records pertaining to the performance of the contract shall be made available at any time during the contract and for three years following the expiration of said contract to the Rock County Finance Department, Purchasing Department or any independent auditing firm acting at the direction of Rock County.

AGREEMENT DEVELOPMENT

Rock County reserves the right to negotiate with one or more Proposers.

REQUEST FOR QUALIFICATIONS PROVISION OF SHELTER CARE SERVICES

PART ONE: INTRODUCTION/INSTRUCTIONS

Rock County is requesting proposals from qualified providers to operate a non-secure shelter care facility within Rock County for youths ranging from 10 to 17 years in age as defined in the Wisconsin Administrative Code, Department of Children and Families (DCF) Chapter 59. Commencement of these professional services could begin as early as the first quarter of 2024. Any contract resulting from this process will be for a minimum three year period with the potential to renew for an additional five year period.

For purposes of this RFQ/RFP, **Provider** is the entity responding to this RFQ/RFP while **Contractor** is the entity awarded the service contract through this RFQ/RFP process.

SECTION 1: BACKGROUND

The Rock County Human Services Department (RCHSD) has been contracting for shelter care services with Derrick's House since opening in 2018.

Shelter care staff provide 24-hour care and supervision to youth while in the temporary placement in accordance with DCF Chapter 59. The populations served includes both male and female youth that are under the jurisdiction the juvenile court awaiting out of home placement or respite. Staff interact with youth on an individual basis and in group settings to provide positive guidance and supervision. Psychosocial programming is provided during a daily milieu and staff ensure youth receive trauma-informed behavioral management while on the unit. Staff provide transportation to community-based activities 3-4 times per week. Reports and records are created and maintained in accordance with DCF Ch. 59.

Services required of the Contractor are outlined under Part One, Section 3, Scope of Services. The County will continue to provide social services for youth in shelter care, including the custody intake process. All admissions to the contracted facility must be authorized by the RCHSD.

The RCHSD is requesting proposals from providers to provide shelter care services at a set price for 10 youth in a contracted facility. In addition, the RCHSD must have the ability to place youth in the facility when the short-term average daily census exceeds 10 youth in Shelter.

Shelter Care – In County Days of Care

Derrick's House - Days of care			
Year	Female	Male	Total
2019 Days	921	1233	2154
2020 Days	1035	952	1987
2021 Days	490	1477	1967
2022 Days	726	1451	2177

Shelter Care – Census Statistics

Derrick's House - Census Statistics				
Male	2019	2020	2021	2022
Number of Admissions	44	23	31	22
Avg Admissions per Day	0.1	0.1	0.1	0.1
Total Number of Days in Facility	1233	952	1477	1451
Average Daily Census	3.4	2.6	4	4
Avg # of Days per Stay (Admission)	27.4	35.3	46.2	50.0

Female	2019	2020	2021	2022
Number of Admissions	25	32	19	12
Avg Admissions per Day	0.1	0.1	0.1	0
Total Number of Days in Facility	921	1035	490	726
Average Daily Census	2.5	2.8	1.3	2
Avg # of Days per Stay (Admission)	36.8	31.4	21.3	55.8

SECTION 2: PROVIDER ELIGIBILITY TO SUBMIT PROPOSAL

- Providers must currently be licensed for shelter care services, in the process of being licensed or will obtain licensing to operate a non-secure shelter care facility prior to contract signing**
- Providers must currently have, or be willing to have prior to contract signing, facilities located within Rock County to house both male and female youth.
- Rock County prefers applicants have organizational experience as a licensed entity operating a residential care center, group home or shelter care facility under the jurisdiction of the Department of Children and Families, Division of Safety and Permanence.

SECTION 3: SCOPE OF SERVICES UNDER CONTRACT

The Contractor **shall** provide the facilities, the services, and meet the standards necessary to operate and maintain a shelter care facility including services listed under this section.

- Accept all youth placed at the facility authorized by the RCHSD.
- Facility or facilities sufficient to dedicate a minimum of ten (10) beds.
- Staffed appropriately 24/7 to properly supervise and care for the youth staying in the facility including their behavior, hygiene, nutrition, medication management, and school attendance in accordance with DCF Ch. 59.
- Programs available outside of school time, including interaction with youth on an individual and group basis to provide psychosocial programming in accordance with trauma-informed practices.
- Provider will have a designated vehicle to provide transportation for youth to attend appointments and activities.
- Maintain behavior logs for each youth placed in the facility.
- Submit incident reports to the RCHSD when applicable.
- At least one office/conference room available for mediation, social worker visits, and private visitation.
- The facility may use double occupancy sleeping quarters. However, if placement of a youth in a double occupancy sleeping quarters may jeopardize the health or safety of the youth, other youth in the facility, staff or the community, the youth shall not be placed in double occupancy sleeping quarters.
- Sleeping quarters must be provided on a gender specific basis.
- Personnel working in the facility must meet the requirements under DCF Ch. 59.
- Daily milieu and behavioral management program shall conform to trauma-informed care practices and principles.
- Provider will participate in administrative team meetings with RCHSD on a monthly basis at a minimum or otherwise determined by RCHSD.

PART TWO: MINIMUM QUALIFICATIONS AND RESPONSE FORMAT

Proposals must be formatted in the following fashion with each section tabbed separately.

SECTION 1: LETTER OF QUALIFICATIONS AND RESPONSE

Minimum requirements for submission include:

1. Table of Contents: Include clear identification of material by section and page number.
2. Cover Letter addressed to Sherry Oja, Finance Director.
3. Provider's organization name, address, telephone number as well as the name and email address for the primary contact person for this submission.
4. Narrative Statement: Explain why your organization believes it is qualified to provide the service described in this Request for Qualifications. The Narrative must demonstrate that the respondent has the facility, staff, and service array needed to provide shelter care identified in Part One of this RFQ/RFP. Specifically:
 - a. Providers must currently be licensed to operate a shelter care facility prior to execution of the contract. Please share your license number and a history of regulatory compliance. If not currently licensed, please indicate where you are in the process to obtain the license.
 - b. Where is your current facility in Rock County to house Youth? If you do not have a facility in Rock County, please indicate where you are in the process to site the facility.
 - c. Please attached a staffing plan that offers 24/7 coverage of your facility.
 - d. If males and females are co-located in your facility, please attach your policy for gender separation.
 - e. Please provide information about the physical space in your facility. For example, include a rendering that identifies the rooms and their purpose.
 - f. Please attach your shelter care policies or a draft of those policies.
5. Organizational Experience
 - a. Number of years doing business, including relevant experience providing licensed residential care for youth.
 - b. Number of years doing business, including relevant experience providing other direct services to youth.
 - c. Identify key personnel and give a brief background on those who would be implementing this contract. Include the job description and qualifications of line staff who would be staffing the shelter.
 - d. References: Submit 3 references. References should be specific to the service described in this RFQ/RFP.

SECTION 2: COST PROPOSAL

Facility sized for Rock County Shelter Care youth exclusively with a contract for 10 beds and take all additional Rock County youth sent to the facility and charge a daily rate for additional male or female beds occupied above the contracted 10 beds.

Annual Contract Amount (year one) _____, **plus daily rate** _____.

Evaluation Criteria

Shelter Care is considered a professional service, thus the respondent's qualifications, experience and the cost of the proposal shall be evaluated on the criteria shown below. Qualifications will be rated on a 100 point scale.

1. Program Description (10 points).
2. Program Strategies and Activities (30 points).
3. Evaluation of the respondent's organizational experience, backgrounds and qualifications of staff, and relevant references (20 points).
4. Quality Improvement (20 points).
5. Cost of the proposal (20 points).

END OF RFQ/RFP