

Request for Qualifications

Local Public Health Department Consolidation Study-Racine County and City of Racine

#24-PH-01

Responses Due:

04/12/2024

10:00 AM

**Racine County
730 Wisconsin Ave
Racine, WI 53403
Phone: 262-636-3706
Fax: 262-636-3763**

REQUEST FOR QUALIFICATIONS

Local Public Health Department Consolidation Study-Racine County and City of Racine

1. Introduction

Public Health services in Racine County are currently provided by two entities: Racine County Public Health Division and City of Racine Public Health Department. Racine County's total population is 197,727 according to the 2020 U.S. Census. Of those, 77,816 residents reside within the City of Racine, and as such are served by City of Racine Public Health Department. Racine County Public Health Division serves 119,911 residents across the remaining 16 municipalities.

2. Invitation

This RFQ seeks qualifications to conduct a feasibility study examining the effects if public health services were consolidated into a single local public health department serving all of Racine County. Specifically, the County requests the following:

- a. Agency mission;
- b. Agency staffing and management structure;
- c. Experience;
- d. Demonstrated financial capabilities; and
- e. Similar projects.

Racine County ("The County"), in collaboration with City of Racine ("The City", seeks submissions that document and support the qualifications to successfully implement this study. The County may enter into contract negotiations with the successful respondent, at which time additional details may be required.

3. Objectives

The objectives with this study are to:

- 1. Determine the financial/budgetary impacts from consolidating local public health services into a single local health department managed by the City, County, or a new independent entity serving all of Racine County.**

The County and City are interested to learn about the impact to taxpayers by consolidating local public health services. Both Health Departments have differing funding formulas and tax levy bases. This study would seek to clarify what impact to local tax levy a consolidation would have. Additionally, the study should determine the impact to shared revenue from the State of Wisconsin post-consolidation, if any.

2. Determine service delivery efficiencies or economies of scale from consolidating local public health services into a single local health department.

The County and City are interested to learn about the impact on public health services by consolidating local public health services. All local public health departments in Wisconsin provide basic levels of public health service as outlined in Wisconsin Administrative Code DHS 140 and Wisconsin Statute 251. In addition, each LHD provides services that vary from community to community based on grant funding, shared service agreements and level as defined in DHS 140. This study seeks to outline the services that would be most impacted by a consolidation whereby economies of scale may be achieved.

4. RFQ Schedule

Responses Due:.....04/12/2024 at 10:00 AM
Response Review by04/26/2024
County Board Authorization of Contract.....June 2024 or as soon as practicable

In its sole discretion, Racine County, with the City, may hold interviews, ask written questions, seek written clarifications, and/or conduct discussions to aid in the final selection.

5. Contents of Response

A submission must include, but is not limited to, the following:

Section 1: Agency Overview and Qualifications:

A clear narrative that articulates the agency’s mission, staffing structure and why they are the best candidate to perform this study. The narrative should also include a description of the agency’s management team and history working with municipalities and/or governmental entities.

Section 2: Agency Experience:

A clear narrative which indicates the agency’s previous experience conducting feasibility studies for municipalities or similar projects. The respondent should also

include the agency's familiarity with public health service delivery and/or human services or related governmental work, including the extent to which the respondent understands the legal framework for local public health departments in Wisconsin. As a supplement to the narrative, respondents may include examples of previous work in the form of reports, briefs, or other written format. References to online reports are also permitted.

Section 3: Agency Financial Capabilities:

Provide an estimated budget for performing the study and issuing a written report. In addition, please provide a copy of the respondent's most recent audited financial statements.

6. Instructions, Terms and Conditions for Submittal

- A. The sole point of contact for questions during this RFQ process will be:
Duane McKinney
Purchasing Manager, County of Racine
730 Wisconsin Avenue, 4th Floor
Racine, WI 53403
Phone: (262) 636-3700
Email: duane.mckinney@racinecounty.com
- B. Deadline for submission of the Response is 10:00 A.M. 04/12/2024. Immediately thereafter, all Responses will be virtually opened via Microsoft Teams and bid prices will be read aloud. No selection will be made at time of opening. Any Responses received after the above time and date will not be accepted and will be returned unopened.
- C. Respondents shall submit a response electronically via www.DemandStar.com.
- D. All Responses, reports, drawings and other work generated by the Respondent pursuant to the work described in this RFQ shall become the property of Racine County.
- E. It is the Respondent's responsibility to comply with all instructions, terms and conditions in order to assure consideration of its Response.
- F. The Response must be signed by a person or persons authorized to legally bind the firm, or it will not be considered. The person signing the offer must initial erasures or other changes.
- G. Racine County does not agree to arbitration clauses in its contracts nor does it accept contractual limits to Respondent liability.
- H. Responses may be withdrawn at any time prior to the opening.

- I. By submitting a Response, the Respondent guarantees that it will keep its initial offer open for at least 60 days.
- J. Racine County reserves the right to revise or amend this RFQ in response to a need for further clarification, specification and/or requirement changes including new opening date prior to the due date. Such revisions and amendments, if any, will be announced by an addendum or addenda to the RFQ. Copies of any such addenda will be furnished to all registered RFQ holders. Respondents are required to acknowledge receipt of all addenda by listing such addenda on the Response Form. Failure to acknowledge an amendment may result in rejection of the Response.

7. Cost Incurred in Responding to this RFQ

The County shall not be liable for any costs incurred by the Respondent in the Response preparation, printing, or negotiation process. All such costs shall be borne by the Respondent.

8. Right of the County to Select or Reject Responses

This RFQ shall not impose or create any contractual or other liability on the part of the County or the City.

The County or the City reserves the right to select or reject any or all responses based on its sole discretion, or to waive any defects or irregularities in any response or in the response process, or to solicit new responses on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the County or the City. The County or the City may, in its discretion, elect to waive any requirement(s), either for all responses or for a specific response which the County or the City, in its sole discretion, deems non-material.

The County or the City may reject or disqualify a Response under any of the following circumstances:

- The Respondent misstates or conceals any material fact in the Response.
- The Response does not strictly conform to applicable laws or any requirements of this RFQ.
- The Response does not include documents, certificates, affidavits, acknowledgements, initial deposit or other information required by the RFQ.
- The Response has not been executed by the Respondent through or by an authorized officer or representative of the Respondent or Respondent's team.
- The Respondent fails to comply with all provisions, requirements and prohibitions binding on all Respondents as herein set forth or fails to comply with applicable law.
- The Respondent fails to acknowledge receipt of any formal addenda.

- For any other reason deemed in the best interests of the County or the City.

9. Evaluation of Respondents' Responses

- A. The successful Respondent will not be chosen strictly based on the fees charged for the required services or other costs to the County or the City. Experience, qualifications, personnel credentials, access to capital, financial wherewithal and other relevant information will also be considered in making the selection.
- B. A review committee consisting of key personnel from Racine County and City of Racine, herein referred to as the "Review Committee", will evaluate and rank each Response taking into account the following evaluation criteria:
- Agency overview and qualifications
 - Agency experience
 - Agency financial capabilities
 - Additional commitments or services, if any
 - Responsiveness to and compliance with RFQ requirements
- C. Respondent selection may be made solely on the basis of the submitted Responses or an evaluation of the Responses may be used to select one or more Respondents for a personal interview. If interviews are conducted, final selection will then be based upon both interview and Response. Not every firm submitting a Response may be selected for an interview.

The purpose of the interviews will be to clarify and assure the Respondent's full understanding of, and responsiveness to, the RFQ requirements. Respondent's key personnel and other personnel requested by the Review Committee shall be required to be at the interviews. The time, location, and requirements for the interviews will be provided to those Respondents who are selected. The interview will consist of an informal presentation by the Respondent and questions and discussion between the Review Committee and Respondent. The interviews are not intended as an opportunity for an elaborate formal presentation or promotion by Respondents. Respondents are hereby notified that the complete interviews may be recorded at the option of the Review Committee and that submittal of a Response by the Respondent indicates acknowledgement of, and permission for, such recording.

10. Selection Process

- A. Following review of the formal Responses by the Review Committee, and possible interviews of Respondents, the Review Committee will evaluate all Responses.

- B. The Review Committee reserves the right to reject any or all Responses received; cancel this RFQ; issue a subsequent RFQ; require confirmation of any information provided by Respondents; establish a short list of Respondents for interviews or clarifications; select a Respondent without a short list; negotiate with any, all, or none of the Respondents; and enter into a contract for all, part, or none of the requested work. The Review Committee reserves the right to waive any nonmaterial technical deficiencies in the Response.

11. Award of Agreement

The County and the City reserves the right to negotiate the terms of an Agreement that results from this RFQ with one or more Respondents. Upon completion of the review/evaluation, the County shall notify those Respondents who will be considered for further evaluation and negotiation. All Respondents so notified shall negotiate in good faith in accordance with direction from the County. Any delay caused by Respondent's failure to respond to direction from the County may lead to rejection of the response. No response shall be binding upon the County until the Agreement is authorized by the County Board of Supervisors, signed by duly authorized representatives and satisfies the fiduciary obligations of the selected Respondent and the County.

12. General RFQ Requirements

- A. All facts and opinions stated herein including but not limited to statistical data, economic data, and projections, are based on available information and no representations or warranties are made with respect to their accuracy or completeness.
- B. Under no circumstances shall any officer, official, commissioner, director, member, partner, owner or employee of the County have any personal liability arising out of this RFQ, and no party shall seek or claim any such personal liability.
- C. Time is of the essence with regard to all specific dates and time periods set forth herein.
- D. **THIS RFQ AND ALL DISPUTES AMONG THE PARTIES RELATING TO OR ARISING FROM IT OR TO THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT OF ANY CONTRACT ARISING FROM IT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF WISCONSIN.**

- E. Any judicial action relating to the construction, interpretation or enforcement of this RFQ shall be brought and venued in the U.S. District Court for the Eastern District of Wisconsin or the Racine County Circuit Court in Racine, Wisconsin. **EACH RESPONDENT HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**
- F. Each Respondent and each person that directly or indirectly owns any equity interests in any Respondent party represents and warrants to the County that it is in compliance (collectively, "Compliant Person") with all U.S. economic sanctions laws, Executive Orders and implementing regulations as promulgated by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Compliant Person (i) is a person designated by the U.S. government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a U.S. person cannot deal or otherwise engage in business transactions, (ii) is a person who is otherwise the target of U.S. economic sanctions laws such that a U.S. person cannot deal or otherwise engage in business transactions with such person or (iii) is controlled by (including by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person on the SDN List or a foreign government that is the target of U.S. economic sanctions prohibitions such that the entry into, or performance under, any agreement would be prohibited under U.S. law.
- G. The County is bound by the Wisconsin Public Records Law, and as such, all of the terms of this RFQ are subject to and conditioned on the provisions of Wis. Stat. 19.21, et seq. Each Respondent acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the Respondent must defend and hold the County harmless from liability under that law.

CERTIFICATION OF VENDOR
Local Public Health Department Consolidation Study
Racine County and City of Racine
#24-PH-01

The undersigned, submitting this quote, hereby agrees with all the terms, conditions, and specifications required by the County in this RFQ and declares that the attached proposal is in conformity therewith.

The undersigned attests to the following:

- I have reviewed in detail the RFQ and all related attachments and information provided by Racine County before submitting this quote.

- I have full authority to make such statements and to submit this quote as the duly recognized representative of the Proposer.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

DATE: _____

BASE QUOTE: Our quote to complete all work required for **Local Public Health Department Consolidation Study-Racine County and City of Racine** in accordance with the plans is as follows:

_____ Dollars...(\$_____)

**STANDARD TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACT**

These terms and conditions shall be incorporated into and made a part of all Professional Services contracts entered between Racine County (hereinafter “the County”) and the consultant/contractor/provider (hereinafter “COMPANY NAME”), references to both the County and COMPANY NAME are hereinafter “the parties.” These terms and conditions shall take precedence and supersede any other terms and conditions which are not consistent with these terms and conditions.

1. **CONTRACT TERMINATION:** This agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

For the protection of both parties, this contract may be canceled by either party giving sixty (60) days prior notice in writing to the other party.

2. **PERFORMANCE:** COMPANY NAME shall perform all services under this contract in a manner reflecting the standards within the industry.
3. **INTELLECTUAL PROPERTY:** Any documents or work product produced pursuant to this contract shall become the property of the County and shall be under the control of the County. COMPANY NAME shall be allowed to retain copies of said documents and work product.
4. **OWNERSHIP RIGHTS:** Any of the County’s documents which are provided to COMPANY NAME to assist COMPANY NAME in the performance of his or her work shall be returned to the County upon demand of the County or at the conclusion of the project, whichever comes first.
5. **ASSIGNMENT:** COMPANY NAME shall not assign, sublet, subcontract or transfer any of the services or interest under the contract without the prior written consent of the County.
6. **EQUAL OPPORTUNITY:** In connection with the performance of services under this contract, COMPANY NAME agrees not to discriminate against any employee, applicant for employment or person receiving services from COMPANY NAME, pursuant to this contract because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, natural origin as those terms are described in state and federal law.
7. **STATUTORY COMPLIANCE:** COMPANY NAME shall comply with all federal, state, local laws and regulations and requirements.
8. **INDEMNIFICATION:** Within the limits of insurance, COMPANY NAME shall indemnify, hold harmless, the County and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name’s, architects, attorneys, and other professionals, and reasonable court costs) resulting from the

negligent acts, errors or omissions of COMPANY NAME or any of COMPANY NAME's agents or employees in the performance of services under this contract.

To the fullest extent permitted by law, the County shall indemnify and hold harmless COMPANY NAME and its officers, agents and employees from any and all claims, damages to person or property, lawsuits or liability (including but not limited to reasonable fees and charges of COMPANY Name's, architects, attorneys, and other professionals, and reasonable court costs) resulting from the negligent acts, errors or omissions of Racine County or any of the County's agents, or employees in the performance of services under this contract.

9. **CHOICE OF LAWS:** The laws of the State of Wisconsin shall govern this contract, the construction, interpretation and determination of the rights and duties of the parties under this contract.
10. **INDEPENDENT CONTRACTOR:** COMPANY NAME shall be considered an independent contractor and not an employee of the County. The County agrees that COMPANY NAME shall have sole control of the method, hours, work and time and manner of performance of this contract unless specifically stated. The County takes no responsibility for the selection, dismissal, supervision, direction or performance of COMPANY NAME's employees. Nothing contained in this contract shall create a contractual relationship with or cause of action in favor of a third party against either the County or COMPANY NAME. COMPANY NAME's services under this contract are being performed solely for the County's benefit, and no other entity shall have any claim against COMPANY NAME because of this contract or the performance or nonperformance of services provided hereunder.
11. **TERMINATION:** Either party may at any time, upon seven (7) days prior written notice to the other party, terminate this contract. The County shall pay for any and all work performed up to the termination date. The County shall not pay any termination expenses or costs if the contract is terminated regardless of the reason for termination.
12. **INSURANCE:** COMPANY NAME will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to the County upon request.
13. **ACCESS:** The County shall arrange for safe access to and make all provisions for COMPANY NAME and COMPANY NAME's agents and employees to enter upon public and private property as required for COMPANY NAME to perform services under this contract.
14. **SCHEDULE:** COMPANY NAME will meet their indicated milestone benchmark dates provided and incorporated into the contract. If unable to perform, COMPANY NAME will notify County representative, in writing, a minimum of ten (10) calendar days prior to the relevant benchmark date explaining, in detail, reasons for non-compliance. Racine County will review provided documentation and determine solution.
14. **COMPLETENESS OF DOCUMENTS:** COMPANY NAME will be solely responsible for understanding County's intent and the accuracy, clarity, and quality of all documentation. Racine County will not be expected to appraise, or be held responsible for, completeness or detailed review of design plans and specifications to detect errors or deficiencies in verbiage, intent, or actual design.

Racine County expressly rejects any of the following terms and conditions in its contracts for professional services:

1. **ARBITRATION:** There shall be no binding arbitration provisions in any contract between the County and COMPANY NAME.
2. **LIMIT OF LIABILITY:** COMPANY NAME's liability shall be within limits of insurance as part of the contract between the County and COMPANY NAME.
3. **ATTORNEY'S COSTS/FEES:** There shall be no provisions mandating the payment of the either of other party's attorney's fees which are the result of litigation arising out of contract disputes.

ENTIRE AGREEMENT: THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN COMPANY NAME AND THE COUNTY. ANY AMENDMENTS TO THIS AGREEMENT SHALL BE IN WRITING AND EXECUTED BY BOTH PARTIES.

ATTACHMENT: EXHIBIT B: MASTER PLAN DESIGN

END OF DOCUMENT

INITIALS: _____

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION**

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by an Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

Signature: _____

Name: _____

Title: _____

Date: _____

UEI: _____

INTERNAL USE ONLY

The County of Racine has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature: _____ Date: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Name: _____

Title: _____

Date: _____