

Milwaukee County
Department of Combined Court
Related Operations

Request for Proposals
#6425

Milwaukee County
Assess, Inform and Measure (AIM)
Program

Issue Date: March 09,2009
Response Due: March 23,20093:00 p.m.

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SAMPLE DBE FORMS

ADDENDUM A	Provisions Governing Good Faith Efforts
ADDENDUM B	Certificate of Good Faith Efforts (OBO-00IPS)
ADDENDUM C	Good Faith Efforts Waiver Denial Request for Administrative Hearing (OBO-003PS)
ADDENDUM D	Professional Services DBE Utilization Report (DBD-016PS)
ADDENDUM E	DBE Subconsultant Payment Certification Form (OBD-018PS)

SECTION 2.0 INTRODUCTION TO AND PURPOSE OF PROPOSAL

- 2.1 This request for proposal announcement will provide funding up to \$230,000 to a single agency in Milwaukee County to implement and operate the Assess, Inform and Measure pilot project in Milwaukee County. This project is funded 100% by the State Office of Justice Assistance.

In 2004, the Wisconsin Court System's Planning and Policy Advisory Committee (PPAC) established a subcommittee on alternatives to incarceration. This subcommittee, now known as the Effective Justice Strategies Subcommittee (EJSS), has been working to explore and assess the effectiveness of policies and programs designed to improve public safety and reduce incarceration.

The EJSS developed a process model called AIM (Assess, Inform and Measure) which is intended to enhance the quality and scope of information provided to the court. In the fall of 2006, five counties agreed to pilot the AIM model beginning in 2007.

2007 Wisconsin Act 20, Section 9101(4) required Milwaukee County to submit to the Office of Justice Assistance, a plan using the AIM model, for conducting pre-sentencing assessments on an identified group of persons who are convicted of a Class F, G, H, or I felony or a misdemeanor.

Assessment of the persons in the target group must include the risk that they will commit further crimes, their needs that are directly related to criminal behavior, the likelihood that they will respond positively to community-based treatment for the assessed needs, as well as an assessment of the availability of community-based treatment programs to serve the offender.

- 2.2 The Chief Judge, District Court Administrator (DCA), Deputy District Court Administrator and Judicial Review Coordinator are responsible for managing and monitoring Milwaukee County's AIM program.

The purpose of this Request for Proposals (RFP) is to contract with qualified agencies/organizations to provide pre-sentencing assessment services to the above described target population. The agencies selected will work cooperatively with the Chief Judge, Judiciary, DCA, Judicial Review Coordinator and State Office of Justice Assistance to provide these services in Milwaukee County.

- 2.3 All proposals shall be submitted in accordance with all requirements and specifications included in the Request for Proposals.
- 2.4 Vendors are responsible for all costs incurred related to the specific service outlined in the proposal submitted, except as specifically noted in this request.
- 2.5 The selected vendor will be required to sign a "Professional Services Contract". The term of said contract will be from May 1, 2009 through December 31, 2009. This contract may be extended for an additional two years contingent upon continued funding from the State Office of Justice Assistance and County Board Approval.

SECTION 3.0 SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issued	March 9, 2009
Questions Due	March 12, 2009
Answer Questions	March 13, 2009
Deadline for Receipt of Proposals	March 23, 2009
Evaluation & Selection Process	March 24-27, 2009
Notification of Intent to Award	March 30, 2009*
Report to Judiciary, Safety, and General Services Committee	April 9, 2009
Report to Finance Committee	April 16, 2009
Full County Board Vote	April 23, 2009
Finalize Contracts	April 24, 2009

***Award contingent on County Board Approval**

SECTION 4.0 PROGRAM ELEMENTS

Milwaukee County will be accepting proposals from agencies to provide the following services. The minimum program elements are listed below.

4.1 Assess, Inform and Measure Program Coordination

The agency/vendor selected to provide AIM services in Milwaukee County must provide 1.0 FTE position of AIM Coordinator. Selection of the AIM Coordinator is contingent on the approval of the Office or the Chief Judge.

SUPERVISORY RESPONSIBILITIES: Serves as coordinator of Assess, Inform and Measure (AIM) in the criminal courts which is a process model intended to enhance the quality and scope of information provided to the court by conducting presentence assessments for the purpose of providing courts information for sentencing decisions.

GENERAL PURPOSE OF THE JOB: Under the direction of the selected agency administration and the Judicial Review Coordinator, who reports to the District 1 Office of the Chief Judge, responsible for supervising the contract and daily program operations, developing policies and procedures with the judges on the use of AIM information, coordinating with the state-wide AIM effort and assisting in development of evaluation criteria and feedback loop; provides support to ensure accomplishment of its objectives; and is responsible for financial and operational effectiveness.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Participates in charting and implementing the AIM process in the Milwaukee County Criminal Courts; provides leadership to the program in the conception, planning, development and implementation of AIM program.
2. Provides daily supervision and training to AIM staff.
3. Designs and implements appropriate methodologies and information management capabilities to measure progress toward criminal justice system goals and objectives.
4. Integrating goals, objectives and outcomes with Milwaukee County's **Office** of the Chief Judge.
5. Recommends, develops and updates strategic long- and short-range plans to support AIM operations and goals; recommends court policy positions to Judicial Review Coordinator regarding administrative processes and procedures.
6. Informs Judges and Court Commissioners about current trends, problems and activities to facilitate policy making.
7. Participates in statewide AIM efforts and coordinates information with other AIM programs.
8. Identifies and implements improvement strategies.
9. Develops, secures approval and implements AIM policies and procedures.
10. Ensures compliance with Supreme Court Rules, judicial directives, statutes and administrative rules; monitors operations, programs, and physical properties and initiates appropriate changes.
11. Identifies and prepares grant proposal documents to pursue alternative funding sources for innovative programming.
12. Encourages court integration with the community through effective communication.
13. Resolves administrative problems and keeps lines of communication open with staff to ensure a professional atmosphere in the program.
14. Maintains professional affiliations and enhances professional development.
15. Performs other related duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education & Experience: Graduation from high school or GED and eight years of experience in public administration and/or the administration of court operations required; OR

Possession of a bachelor's degree from an approved college or university and four years of experience in public administration and/or the administration of court operations required; OR

Possession of a master's degree in one of the preferred areas and three years of experience in public administration and/or administration of court operations required.

Experience (Preferred Qualifications): Experience in the administration and coordination of court services. Experience in project management, grant writing, drafting/analyzing bids for contracted services, budget monitoring, use of PC based spreadsheet applications and compiling information for statistical analysis.

Examples of Licensure/Certification/Registration: (professional Memberships)
National Association of Pretrial Services Agencies
National Association for Court Managers

4.2 Assessment

For offenders whose most serious charge at conviction includes a Class F, G, H or I felony offense, the following will be required screening and assessment activities:

- I. Collection of basic offender demographic information using the Milwaukee County Pretrial Services Intake Screening instrument. (ATTACHMENT D)
2. Review and summary of current charges and criminal history using available databases such as CIIS, Consolidated Court Automation Program (CCAP), Milwaukee County Pretrial Services Database and any other state or federal crime information databases that may be made available.
3. A review and summary of prior community-based supervision occurrences, whether pretrial or probation/extended supervision.
4. Use of a validated risk and needs tool. The Milwaukee County AIM Program anticipates using the electronic version of the LSI-fR.
5. For offenders with identified substance use/abuse histories, use of a validated AODA screening or assessment tool such as the Addiction Severity Index (ASI), UNCOPE, etc.
6. Use of a responsivity or readiness for change assessment tool such as the University of Rhode Island Change Assessment Scale (URICA), or the Stages of Change Readiness and Treatment Eagerness Scale (SOCRATES).
7. Review and summary of available community-based programming that will address the offender's identified risk and needs.

4.3 Data Collection

All information collected during the AIM intake and assessment process shall be entered into **the** Milwaukee County Pretrial Services Database. The data collection protocol will insure that:

- **The** AIM Report may be generated and submitted to the court in a complete and timely manner;
- All data and program activity information required by **the** State Office of Justice Assistance is collected and reported;
- Data required for program evaluation and development of **the** program feedback loop is complete and accurate.

4.4 AIM Report

All information gathered during the AIM intake and assessment process will be summarized and presented to the court, district attorney and defense attorney prior to the scheduled sentencing hearing. The timeframe for delivery of this report to the parties will be established in consultation with **the** judiciary. The information will be presented using the attached sample AIM Report (ATTACHMENT E). In order to insure that the AIM Report meets the needs of the judiciary, the contents and format of this document may be modified as needed in consultation with, and approval of the Office of the Chief Judge.

4.5 Development of Feedback Loop/Evaluation

The AIM Coordinator will work with the Office of the Chief Judge and program evaluator to develop a program evaluation plan and judicial feedback loop. The feedback loop is designed to provide judges with information relative to the effectiveness of community-based interventions and offender recidivism rates. Development of the feedback loop will require the following:

- Establishing a method for obtaining continuous feedback and comments from judges to evaluate the value and usefulness of the assessment information and if necessary, to make program changes to insure the accuracy and effectiveness of the assessment process;
- Collect feedback from involved community partners such as the Department of Corrections-probation and extended supervision, and other sources to document and track community-based treatment and supervision intervention outcomes and measure recidivism.

SECTION 5.0 DESIGN SPECIFICATIONS

5.1 Target Population: Defendants whose most serious offense at conviction is a Class F, G, H or I felony. In 2008 there were approximately 2,900 cases meeting these criteria.

5.2 Referring Authority: The referring authority will be a Milwaukee County Circuit Court Judge.

5.3 Staff: Vendor must be able to provide qualified staff to conduct all services indicated in the proposal, and to meet or exceed all requirements and specifications contained in this RFP.

SECTION 6.0 VENDOR REQUIREMENTS

6.1 By submitting a proposal, the vendor specifically stipulates that goods, personnel and services provided are in compliance with all applicable laws, codes, rules and regulations governing such services. This includes but is not limited to licenses, copyrights, minimum staff qualifications and other legal and binding requirements.

6.2 **Insurance**
Vendor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including employer's liability and business insurance covering general liability, professional liability and automobile coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Amounts</u>
Wisconsin Worker's Compensation Employer's Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability Bodily Injury & Property Damage Including Personal Injury, Fire, Legal & Contractual	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
Professional Liability	\$1,000,000 per occurrence

Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Such coverages must be maintained during the life of the contract including renewals.

6.3 **Federal Tax Identification Number**
Vendor must provide Federal Tax Identification Number.

6.4 **Security**
All employees and agents of the vendor providing any pretrial program or service shall be subject to screening by the Chief Judge or his designee. This screening may include but not be limited to a reference check, criminal conviction check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors may result in such staff being barred from working in the pretrial service program.

6.5 **Independent Contractor**
Nothing contained in this RFP shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and vendors or their successors or assigns. Neither vendor nor vendor's employees shall be deemed to be employees of Milwaukee County.

6.6 Non-Discrimination

The vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex or handicap, which shall include but not be limited to: recruitment or recruitment advertising; employment upgrading; demotion or transfer; lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for the County to terminate the contract pursuant to County Ordinance **56.17-Non-Discriminatory** Contracts.

6.7 Professional Service **Request** for Proposals (RFP)
Disadvantaged Business Enterprise (DUE) Utilization Specifications
(US DOT and Milwaukee County Funded Projects)

- I. The successful consultant/service provider shall comply with CFR 49 **Part** 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE*) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with **this** Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. Refer to Section 6.7 (8) for the specific ORE participation contract goal.
2. The Community Business Development Partners (CBOP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
 - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Finns (DBD-OI4PS) form; or
 - b. Documents that it made good faith efforts to meet the OBE participation goal, even though it did not succeed in achieving it.. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DRD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain OBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to **this** document.)
4. In the event the CBDP Office determines that the consultant/service provider has failed to meet the GFE requirements, the consultant/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent **within three** (3) calendar days of receiving written notice from the CBOP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office
City Campus, Room 830
2711 West Wells Street
Milwaukee, WI 53208
5. Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (DBD-002PS form).

• The term "**DBE**" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at **least 51%** by socially and economically disadvantaged individuals, and certified by Milwaukee County under 49 CFR Part 26.

6. When evaluating a contractor's proposed DBE commitment (DBD-014PS form), Milwaukee County reserves the **right** to request any documentation from both the prime consultant and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer. The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the **Community** Business Development Partners (CBDP) Office. These shall include, but not be limited to, Milwaukee County Commitment to Subcontract with DBE Firms form, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein, will result in disqualification of proposal, delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (7), below.

7. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both **from** the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
 - a. Terminate or cancel the contract, in whole or in part.
 - b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
 - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
 - d. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4. above, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal.
 If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

8. ODE Participation Goal: Each prime consultant/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.

9. Consultant/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal.

Consultants/Service Providers must submit a Commitment to Subcontract to ODE Firms Form or a ODE Utilization Plan in their proposal including, but not limited to, the following information (see form DBD-14PS for additional details):

- a. Name(s) of DBE(s) firm(s) being considered for utilization.
 - b. Description of services that **will** be provided by the DBE(s).
 - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
10. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP). Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by CHDP. The directory can be **viewed** at www.milwaukeecounty.org, do a search for "vendor", scroll down and double click on "Certified Vendor List". If you need additional assistance, contact the CBDP Office at (414) 278-5248.
- II. For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5248.
12. Prime consultant/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm.
- The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
13. Prime consultant/service provider is required to notify the CBDP office if their DBE subcontractors will further **subcontract** out work on this project. Credit will be given based on actual participation by DBE firms.
14. Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime consultant/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBOP Office within seven (7) days from the Notice to Proceed.
15. Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBOP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
16. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (DBD-OI6PS form) must be submitted **with** the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

17. **Final Payment Verification.** The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (DBD-OI8PS form) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
18. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CDBP Office.

6.8 **Access to Records/Audit & Open Records Law**

Pursuant to the applicable Milwaukee County rules and regulations, vendor understands that if requested by the County and/or the Office of the Chief Judge, it shall make available its business and/or program records relating to provision of services under the contract to the county auditors or Chief Judge's staff for purposes of an audit, quality assurance review, or for compliance with Wisconsin State Open Records Law. Vendor also agrees to comply with the Wisconsin State Open Records Law to the extent it is applicable to the vendor. The Office of the Chief Judge shall have off-site electronic access to program database records. All materials and products resulting from this project are the exclusive property of Milwaukee County.

6.9 **Software and Hardware Standards**

The vendor shall be responsible for the purchase, installation and maintenance of all hardware (PC's, routers, printers, etc.) and software necessary to satisfy proposed service specifications and requirements. In order to attach to the County network to access criminal justice information systems, hardware and software must comply with the following standards established by the Milwaukee County Information Management Services Division: 1) Personal computers must be listed in the top tier of the **Gartner** Group, 2) Acceptable software operating systems are Microsoft Windows, Microsoft Office Suite, Internet Explorer and TN3270 client, 3) Cisco Systems, Inc. routers and, 4) Networkable printers. The vendor shall be responsible for establishing and maintaining Internet access through an Internet service provider.

Milwaukee County will provide access to **CNS** via existing wiring and network ports.

6.10 **Milwaukee County Pretrial Services Information System**

All pretrial service program providers shall utilize the web-enabled Milwaukee County Pretrial Services Information System Database to record and deposit all required data, supervision and case management activity. This database is viewable at: www.mcp.justice-2000.org. User name: RFPUser Password: user

6.11 **Indemnity**

The vendor agrees to **the** fullest extent permitted by **law**, to indemnify, defend and hold harmless, Milwaukee **County**, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the vendor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement. Vendor shall indemnify and save the County harmless from any award or damages and costs against County for any action based on U.S. Patent of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

6.12 Code of Ethics

Chapter 9 of the Milwaukee County General Ordinances states in part: "No person may offer or give to any public official or employee, directly or indirectly, and no public official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on the part of the public official or employee."

SECTION 7.0 COMPENSATION, BILLING AND PAYMENT

7.1 Contract Payment

Vendor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. Vendor shall be paid for actual expenses incurred each month.

Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

7.2 Cost of Administration

Administrative costs may not exceed 12% of the total direct costs for the program.

7.3 Monthly Billings

Vendor shall provide the Chief Judge with monthly billings that will include:

- A. Number of defendants served by the program.
- B. Names of employees assigned to the program.
- C. Cost of personnel and fringe benefits by program area.
- D. Cost of other expenditures by program area with all invoices supporting expenditures and billing attached.
- E. Cost of administration and indirect costs outside of program area by item detail.

Monthly billing and related information will be due in the Office of the Chief Judge by the 15th day of the succeeding month.

7.4 Space/Other

Milwaukee County shall provide office space for the vendor, as may be available, heat, light, maintenance, and janitorial services in the Milwaukee County Safety Building.

7.5 Modification/ Termination/ Extension of Contract

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given at least 30-days notice.

In the event the vendor terminates the contract for any reason whatsoever, such termination will require written notice, delivered to the Office of the Chief Judge, to that effect not less than ninety (90) days prior to said termination. Vendor agrees that it will refund to Milwaukee County within fourteen (14) days of said termination, all payments made by Milwaukee County to the vendor for any work not completed.

Milwaukee County and/or the **Office** of the Chief Judge may terminate the contract at any time at its sole discretion by delivering ninety (90) days written notice to the vendor. Milwaukee County and/or the Office of the Chief Judge may request immediate removal of the vendor for performance problems such as lack of quantity or quality of work; inability to establish effective working relationships; non-compliance with County standards; inability to follow directions; abuse of facilities; and/or other performance problems. Upon termination, Milwaukee County's liability will be limited to the cost of services performed as of the date of termination.

SECTION 8.0 REPORTS

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge. The Judicial Review Coordinator through the use of the Milwaukee County Pretrial Services Information System will generate reports.

8.1 Entry of Information and Data

Vendor will insure that all required participant information, data and activity is entered into the database as it is collected or occurs. (See "Reports" section of Milwaukee County Pretrial Services Information System Database. To access database, see section 6.10 of this RFP.) The Chief Judge and/or Judicial Review Coordinator may request additional data/reports from vendor as needed.

SECTION 9.0 FORMAT (Narrative)

This section must be typewritten, single-spaced on 8-1/2" X 11" white paper with numbered pages.

9.1 Mission and Goals

Briefly describe your agency's overall purpose, primary target population and the desired outcomes for your clients. Provide your agency's mission statement and the goals of your agency.

9.2 Service Delivery Plan

- A. Describe the program and services your agency intends to provide along with an explanation of why you feel your approach/methodology will successfully **serve** the program client.
- B. Describe assessment tools, methodology, technology, curriculum, procedures, or any other information relative to the delivery of services. Attach samples of any assessment tools to be used in the provision of services.
- C. Indicate the number of defendants to be served annually.
- D. Clearly specify the objectives for the proposed program/service.
- E. Identify strategies that will be used to achieve the proposed outcomes.
- F. How will progress toward program goals and outcomes be tracked and measured? How will this information be used to make program changes if needed?
- G. Document your plan for monitoring the day-to-day operation of the program and program staff.

H. Outline your agency's method of establishing the trust and confidence of Milwaukee County and the judiciary as it relates to the program you are proposing to provide.

9.3 Staffing Plan

- A. Describe your agency's staffing plan for the proposed program. Include title of each position, a job description and percentage of time each position will be devoted to the proposed program. Include an organization chart showing staff lines of authority.
- B. Indicate qualifications that will be required of staff. If you currently have staff that will be assigned to the program, list by name and include their resume in your response.
- C. Include a staff orientation and training plan. Include plan for ongoing staff training and development.

9.4 Experience and Administrative Ability

- A. Describe your agency's experience in serving the program population.
- B. Describe your agency's experience working within the criminal justice system. Outline experience working with judges, court commissioners, prosecutors, defense attorneys, court proceedings, law enforcement and correctional staff. Describe your agency's work coordinating services and collaborating with other community providers.
- C. Attach as Appendix A, your agency's Tax Identification Number.
- D. Attach as Appendix B, a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.
- E. Describe your agency's experience in meeting federal, state and county administrative requirements.
- F. Describe your organization's process for affirmative action and equal opportunity in hiring. Attach as Appendix C, your agency's Equal Employment Opportunity Certificate.
- G. Attach as Appendix D, your agency's Certificate of Insurance.

9.5 Coordination Activities

- A. Describe how your agency will coordinate program activities with the courts and other project partners.
- B. Describe current or proposed linkages with treatment and/or service providers that may serve defendants in the program.

9.6 Budget Information

Submit an agency budget and fiscal summary. Include the following:

- A. Total Agency Anticipated Expenses-Provide the annual cost for provision of services and total cost for the 7-month contract period. No claims for any costs or expenses beyond the stated costs will be honored without the express written authorization of the Chief Judge and County Board of Supervisors. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the vendor's response to the

RFP and rendered under the terms of the contract. Funds may not be used for consultants unless approved by the Chief Judge.

Personnel-List each position **with** annual salary, dollar amount for fringe benefits, and percentage of time to be devoted to the proposed program. Individuals listed in this category must be employed by the applicant agency. Fringe benefits are limited to retirement, social security, life insurance, health insurance and unemployment compensation.

Supplies-List items by type (e.g., office supplies, equipment, postage, software, books, bus tickets, LSI-R, other assessment tools, etc.) and show basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. Costs for entertainment are prohibited.

Travel/Training-List all travel and/or training costs necessary for the proposed program. Itemize travel/training expenses of project personnel by purpose. Mileage is limited to the agency's approved rate. *Reimbursement shall not exceed the rate at which Milwaukee County's employees are reimbursed.*

- D. Describe your agency's current funding sources and/or plans for obtaining other funding needed to carry out this program.
- E. Attach as Appendix E, a copy of your agency's most recent independent financial audit report or Board of Directors approved financial statement.

9.7 Implementation Plan

The vendor must present a plan that details the implementation of the proposed program. The plan should cover the time period from contract award to full operational status. At a minimum, the plan should include the following functions:

- A. Staff recruitment, hiring, and training.
- B. Development of program policy and procedures manual.
- C. Collaboration/coordination of services with treatment and other programs/providers

The description of the implementation plan must include:

- A. A narrative plan describing activities to be undertaken.
- B. A schedule that identifies each phase or component required to undertake the project. Beginning and completion dates by phase or component must be included.
- C. A work plan that defines identified tasks to be completed, staff members assigned to each task, the deliverable products related to each task and beginning and completion dates.
- D. A coordination statement describing how the vendor will coordinate with affected agencies, programs and the criminal justice system.

If awarded a contract, **the** vendor will be expected to deliver to the Office of the Chief Judge:

- A. Program policy and procedures manual (within 60 days of executing the contract).
- B. Staffing roster, and resumes.
- C. Staff training verification.

9.8 Sample Contract

Attachment B is a sample contract for services between Milwaukee County and the successful vendor(s). Vendor shall review the sample contract and indicate in the proposal whether vendor has any objections to the contract language.

SECTION 10.0 PROPOSAL SUBMISSION AND EVALUATION

10.1 All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, seven (7) copies of the proposal, one original (with signatures), and nine (6) copies must be submitted. In addition, once complete proposal must be submitted in CD format. The following are the minimum requirements for proposal consideration and should be submitted in the following order:

- 1. Cover letter with original signature.
- 2. Completed RFP application.
- 3. Narrative proposal-address all questions in section nine (9).
- 4. Appendix **A-Tax** Identification Number
- 5. Appendix B-Current Board of Directors
- 6. Appendix C-Equal Employment Opportunity Certificate
- 7. Appendix D-Certificate of Insurance
- 8. Appendix E-Independent Financial Audit Report or Board of Directors Approved financial statement
- 9. Appendix F-Commitment to Subcontract (OBO-14PS) (ATTACHMENT C)
- 10. Appendix G-OBE Sub-Consultant Information Sheet (DBO-002PS) (ATTACHMENT C)

10.2 All proposals submitted for the services requested by Milwaukee County should be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to the essential requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all vendors for additional information and/or for clarification of proposals.

10.3 Proposals must be valid for at least 150 days from the proposal submission deadline.

10.4 Proposals must be received no later than 3:00 p.m. Monday, March 23, 2009 in the office of the:

Milwaukee County Clerk
Milwaukee County Courthouse-Room 105
901 N. 9th Street
Milwaukee, WI 53233

It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, Milwaukee County AIM RFP # 6425 must clearly appear.

10.5 Questions

ALL QUESTIONS MUST BE SUBMITTED VIA E-MAIL USING ATTACHMENT B AND MUST BE RECEIVED NO LATER THAN 3:00 P.M. THURSDAY, MARCH 12, 2009. SUBMIT QUESTIONS TO: hollv.s7.ablcwski@wicourts.gov.

10.6 All proposals submitted will receive fair and impartial consideration. Vendors selected as finalists may be required to participate in a formal oral interview and/or site visit. A Professional Services Contract will be awarded to the vendor(s), determined by the Office of the Chief Judge, to offer the most beneficial and cost effective services and otherwise found to be in the best interest in Milwaukee County. Such determination shall consider:

- Proposed Program 30 points
- Agency Experience/Administrative Ability 30 points
- Cost of Program 25 points
- Staff Skills/Qualifications 20 points
- Capacity to Meet Program Requirements 20 points
- Reporting/Evaluation Plan 15 points
- Transition/Implementation Plan 05 Points
- DBE/EOC Utilization and Compliance 05 points

10.7 Milwaukee County reserves the right to negotiate with selected vendor to arrive at a best and final offer.

10.8 All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.