



MILWAUKEE COUNTY

Department of Child Support Services

REQUEST FOR PROPOSAL PATERNITY GENETIC TESTING

RESPONSE DUE DATE: JUNE 19, 2018 AT 5:00 P.M.

RFP #98180017

ISSUED MAY 8, 2018



JOHN P. HAYES CENTER • CHILD SUPPORT

Milwaukee County

JIM SULLIVAN • Director

JANET NELSON
Chief Legal Counsel

AGNES MARCINOWSKI
Operations

JETAUNNE RICHARDSON
Program Manager

SANDRA STEVENS
Fiscal & Budget Manager

DATE: April 25, 2018
TO: Interested Parties
FROM: Jim Sullivan, Director
Milwaukee County Child Support Services

RE: **Request for Proposals – Paternity Genetic Test Contract, Milwaukee County RFP 98180017**

The Milwaukee County Department of Child Support Services is seeking proposals from qualified vendors to provide Paternity Genetic Testing services to Milwaukee County child support case participants under a Purchase of Service Agreement in 2018.

Program description and application materials will be available beginning Tuesday, **May 8, 2018** on the **Milwaukee County web page** at: <http://county.milwaukee.gov/bop> or from the John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Completed applications must be received no later than 5:00PM C.S.T., Tuesday, June 19, 2018, as detailed in the RFP.

All proposers must complete and file a Notice of Intent to Respond by **Wednesday, May 16, 2018** via email jodie.ritzow@milwaukeecountywi.gov or drop completed forms at John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233.

Thank you for your interest in the Department of Child Support Services RFP process.

Jim Sullivan, Director
Milwaukee County Department of Child Support Services



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NOTICE OF INTENT TO RESPOND

Milwaukee County

REQUEST FOR PROPOSAL (RFP)

PATERNITY GENETIC TESTING

To participate in this RFP 98180017, return this form and **written questions** to: Jodie Ritzow of the Milwaukee County Department of Child Support Services via fax (414) 223-1834 or email at jodie.ritzow@milwaukeecountywi.gov on or before **May 16, 2018**.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Fax : _____

1. RFP INFORMATION

The Manager for this RFP is Jodie Ritzow.

Address:

John P. Hayes Center

Milwaukee County Department of Child Support Services

901 N. 9th Street, Rm. 101

Milwaukee, WI 53233

Tel 414. 278.5239

Fax 414.223.1834

Email: Jodie.ritzow@milwaukeecountywi.gov

No one may contact any person at Milwaukee County or working with Milwaukee County regarding this RFP, except the RFP Manager, without the RFP Manager's written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.

INQUIRIES, QUESTIONS AND RFP ADDENDA

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to the RFP Manager.

Proposers must submit their Notice of Intent to Respond and questions via email at Jodie.ritzow@milwaukeecountywi.gov or drop completed forms at John P. Hayes Center, Child Support Services, 901 North 9th Street, Room 101, Milwaukee, WI 53233 on or before **May 16, 2018**. **Any vendor who submits their Notice of Intent to Respond after May 16, 2018 may be disqualified for consideration under this RFP. All questions must cite the appropriate RFP section number.** In addition, all questions should be submitted to Jodie.ritzow@milwaukeecountywi.gov via email.

It is the intent of the County that these questions will be answered and posted on:
<http://county.milwaukee.gov/bop>

on or before **May 31, 2018**. All vendors who send in a Notice of Intent to Respond form will receive an email with a copy of the questions and answers only if email address is provided.

Questions sent to anyone other than the RFP Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted at the website above. It is the responsibility of proposers to check the website above for any and all information such as questions and answers or related documents posted during the RFP process.

This RFP is issued by the Department of Child Support Services. The RFP Administrator assigned to this RFP, along with contact information, is noted. The RFP Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the Proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a Proposal from further consideration, at the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Manager in writing, via email, prior to the submission of the Proposal. The failure of a proposer to notify the RFP Manager of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Proposer form.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

REASONABLE ACCOMMODATIONS

The County will provide reasonable accommodations, including the provision of informational material in alternative format, for qualified individuals with disabilities upon request. If the Proposer needs accommodations, please contact the RFP Manager.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed pricing as set forth in their Proposals. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

No person(s) with a personal financial interest in the approval or denial of a contract or Proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or Proposal during its consideration. Contract or Proposal consideration shall begin when a contract or

Proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or Proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the Proposal. The failure of a proposer to notify the RFP Administrator of any such matter prior to submission of its Proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP

document. Milwaukee County reserves the right to waive minor irregularities in Proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of Proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each Proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original Proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with any proposer(s) within the scope of the RFP in the best interests of Milwaukee County. Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposal and/or to determine a proposer's compliance with the requirements of the solicitation. Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted Proposal and this RFP as negotiated.

Milwaukee County reserves the right to accept or reject any and all Proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the proposer's authorized representative. After the Proposal deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERMS AND FUNDING

Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure a defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. Milwaukee County, by written notice, may terminate any contract resulting from this RFP, in whole or in part, when it is in the Government's interest. If any contract resulting from this RFP is terminated, Milwaukee County shall be liable only for payment under the payment provisions of any contract resulting from this RFP for services rendered before the effective date of termination.

In the event the contractor terminates the contract, such termination will require written notice to that effect to be delivered by the contractor to the County not less than ninety (90) days prior to said termination and shall assist and provide for an orderly transition of services.

PAYMENT REQUIREMENTS

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of any contract resulting from this RFP by lack of appropriations shall be without penalty.

TARGETED BUSINESS ENTERPRISES

While this procurement opportunity does not have a specific participation goal established by Community Business Development Partners, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist the County

in participation of Targeted Business Enterprise (TBE) firms on the County's procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of TBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

EEOC COMPLIANCE

All proposers shall complete and submit an Equal Employment Opportunity Commission (EEOC) Compliance Certificate (Attachment F).

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers must agree to the terms set forth on the "Insurance and Indemnity Acknowledgement Form" (Attachment B). This form outlines required insurance requirements for the Contractor related to this acquisition and proposer's ability and commitment to provide.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement including, without limitation, those pertaining to wages and hours of employment.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Any contractor's employee whose employment or performance is objectionable to the County shall be immediately transferred from the County's project. A request by the County to transfer an employee shall not constitute an order to discipline or discharge the employee. All actions taken by the contractor in regard to employee discipline shall be at the sole discretion of the contractor. The County shall be held harmless in any disputes the contractor may have with the contractor's employees. This shall include,

but is not limited to, charges of discrimination, harassment, and discharge without just cause.

PRIME CONTRACTOR AND SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. Subcontractors may be used only with the written permission and approval of the County, and shall have the same contract terms and conditions as prime contractors. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the Proposal response documents.

AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively, "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the contract for a period of up to three (3) years following the date of last payment. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

Any bidder, proposer, contractor and their officers, directors, agents, partners and employees understand and will abide by all provisions of Chapter 34 of the Milwaukee County Code of General Ordinances. The Contractor agrees to prominently post in locations accessible to its employees County-provided bulletins concerning the County Fraud Hotline. Any subcontractors or other parties performing work on this contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the

subcontractors or other parties understand and will comply with the terms and responsibilities.

ESTIMATED TIMETABLE FOR RFP

The key RFP dates are outlined in the table below titled “RFP Dates.” In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing an addendum to this RFP **which will be posted to Website at: <http://county.milwaukee.gov/bop>.**

Proposals are due by **5:00 PM CST on June 18, 2018.**

RFP Schedule

RFP Milestones	Completion Dates
RFP issue date	May 8, 2018
Notice of Intent to Respond due	May 16, 2018
Written Q&A posted to website	May 31, 2018
Written Proposals due	June 19, 2018; 5:00 PM CST

2. SUBMITTING THE PROPOSAL

Responses to this RFP must be submitted by close of business (5:00 p.m.) Tuesday, June 19, 2018. Proposals must be submitted by mail or other carrier service. Late proposals will not be accepted.

Submit proposal on an 8 ½ x 11 format. Six (6) copies of the proposal must be submitted in a sealed mailing envelope or package with the responder's name and address clearly written on the outside.

Responses to this RFP must be submitted to:

Milwaukee County Department of Child Support Services

Jodie Ritzow, Fiscal Coordinator

Courthouse, Room 101

901 N. 9th Street

Milwaukee, WI 53233

The County retains the right to accept or reject any and all response proposals.

Milwaukee County is exempt from federal excise taxes, Wisconsin state sales tax and Milwaukee County sales tax. Proposals should be submitted without such taxes.

It is a direct condition of the terms of this RFP that if there be any toxic substances, materials or infectious agents to be used by Contractor, the bidder shall supply one copy of material safety data sheets with this bid. Milwaukee County reserves the right to reject any bid not in compliance.

The County reserves the right to amend or withdraw this RFP at any time without notice or penalty. If it becomes necessary to revise any part of this RFP, or if additional data

are necessary for an exact interpretation of provisions of this RFP prior to the due date for Proposals, the RFP Manager will post addenda to the County website at:

<http://county.milwaukee.gov/bop>.

If such addenda issuance is necessary, the County reserves the right to extend the due date and time of Proposals to accommodate such interpretations or additional data requirements. Therefore, the **County encourages all Proposers to access the County website daily** to ensure that Proposer is kept up-to-date on any and all changes to the RFP.

MODIFICATION OF PROPOSAL

A Proposal is irrevocable until the Contract is awarded, unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time.

If a previously submitted Proposal is withdrawn before the Proposal due date and time, the Proposer may submit another at any time up to the closing date and time.

INCURRING COSTS

Neither Milwaukee County nor its Authorized Representatives are responsible for expenses incurred by a Proposer to develop and submit its Proposal. The Proposer is entirely responsible for any costs incurred during the RFP process. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County approval of a contract award.

SUBMITTING A PROPOSAL

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

Proposals shall be organized and presented in the order and by the number assigned in the RFP. Proposals shall be organized with each heading and be clearly marked and separated by tabs or otherwise clearly marked. Failure to provide any requested information your proposal will be considered unresponsive.

All proposals shall consist of two submissions, Technical Proposal and Cost Proposal. Each proposal must be submitted in separate envelopes and marked as requested below.

Your responses should be submitted as follows:

Technical Proposal Contents

- Cover Sheet for Technical Proposal (Attachment F)
- Responses to Request(s) (page 22)
- Vendor Information Sheet (Attachment A)
- Proprietary Information Disclosure Form (Attachment B)
- RFP Including Redacted Information
 - (If Required by Attachment B) (Attachment B-1)
- Insurance and Indemnity Acknowledgement Form (Attachment C)
- Conflict of Interest Stipulation (Attachment D)
- Sworn Statement of Proposer (Attachment E)
- EEOC Compliance (Attachment H)
- Certification Regarding Debarment and Suspension (Attachment I)
- Exceptions (Attachment J)

Pricing Proposal Contents

- Cover Sheet for Pricing Proposal (Attachment G)
- Pricing Proposal Submission Form

Proposals submitted in response to this RFP must be received no later than the deadline as identified above.

3. PROPOSAL AND AWARD PROCESS

PRELIMINARY EVALUATION

The proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation. A proposer may not contact any member of an evaluation committee except at the RFP Administrator's direction. Reference the "Questions" section for additional information.

These proposals will be reviewed by an evaluation committee and scored against the criteria outlined in this RFP.

Technical Proposal scoring; the Evaluation Committee shall conduct its evaluation of the technical merit of the all proposer's responsive proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each vendor's proposal. The criteria that will be used by the Evaluation Committee for the technical evaluation of this RFP are outlined below.

Cost Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to

most favorable and each subsequent proposal will use the most favorable dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. The most favorable cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the most favorable cost proposal.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. The evaluation panel may engage in consensus scoring at any point during the evaluation process, and may adjust any proposer's scores upward or downward based on oral presentations in the panel's sole discretion. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Committee will make a recommendation to Milwaukee County's Department of Child Support Services as to whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or

re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

The evaluation panel will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion. The criteria will be applied to both the technical and cost information submitted by each proposer.

RFP EVALUATION CRITERIA

1. Price – 30 %
2. Plan for contract execution – 25 %
3. Prior experience – 20 %
4. Personnel and other resources – 15%
5. Financial statement – 10 %

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all proposals.

EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken, cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to execution of any final agreement, Retirement Plan Services shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors, if required. An agreement will only be fully executed following final approval by the County Board of Supervisors and County Executive, as and if required.

INFORMATION RELEASE

All materials submitted become the property of Milwaukee County. Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Request for Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment B – Proprietary Information Disclosure). If the proposer so designates any such information as confidential, it must upload a version of its proposal with all such identified information redacted (Attachment B-1). Confidential information must be labeled as such. Cost (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

APPEAL

Protests and appeals related to this RFP after issuance of an “Intent to Award” are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

PRICING PROPOSAL SUBMISSION FORM

ALL FEES SHALL REMAIN FIRM THROUGHOUT THE TERM OF THE CONTRACT.

The Proposer shall bill the County on a per unit collection basis throughout the Term of the Contract. This compensation shall include any and all out-of-pocket expenses incurred by Proposer or its employees. Please identify the Proposer's per unit collection rates under the Contract in the following box:

Item No.	Quantity and Unit	Description	Price Per Unit
1.	Each	Paternity testing, incl. sample collection, year 1	
2.	Each	Paternity testing, incl. sample collection, year 2	
3.	Each	Paternity testing, incl. sample collection, year 3	
4.	Each	Paternity testing, no sample collection, year 1	
5.	Each	Paternity testing, no sample collection, year 2	
6.	Each	Paternity testing, no sample collection, year 3	

REQUEST FOR PROPOSAL AND SPECIFICATIONS FOR PATERNITY GENETIC TEST CONTRACT

I. SCOPE OF PROPOSAL/INTRODUCTION:

The Milwaukee County Department of Child Support Services (CSS) is mandated by state and federal law to establish paternity and support orders for non-marital children. *See* § 767.45 (6m) Wis. Stats. and 45 CFR 302.31 and 303.5. CSS is requesting proposals for paternity genetic tests performed by an expert qualified as an examiner of genetic markers present on body cells. Certified reports to the Court by an expert, stating the test results and the statistical probability of the alleged father's paternity based upon the tests performed, are required. Contested paternity cases may also require expert witness testimony regarding the testing performed. This proposal will cover the period of January 1, 2019 through December 31, 2021.

RFP submission must address, at a minimum, the items enumerated below in Sections II and III below. Please indicate for each response the title and number of the item that it addresses (e.g. Response to Request IIA, Response to Request IIB...).

Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials. Responses should reflect your programs, organization, and administrative systems as they currently exist.

II. PROPOSAL CONTENT MUST ADDRESS:

- A. Cost/fees charged for completion of paternity tests.
- B. Previous experience performing paternity testing.
- C. Vendor's proposed methodology that would be utilized to complete genetic tests.
- D. Time frames for the completion of genetic tests.
- E. Identification of personnel and qualifications of experts involved in paternity genetic testing. The Contractor must provide the categories of personnel intended for assignment to this project.

III. ATTACHMENTS – the following attachments to the proposals are required:

- A. A copy of the Contractor's American Association of Blood Banks (AABB) accreditation.
- B. An example of a "test results and calculations report" that would be provided to CSS upon completion of testing.
- C. An example of an invoice that would be provided to CSS for testing services.
- D. The Contractor must submit a current audited financial statement (balance sheet and income statement) and other proof of financial responsibility.
- E. The Contractor shall list at least three (3) references in the public sector for which the Contractor has performed similar services. For each reference, submit the governmental unit's name, address, contract person, phone number, dates of service, and detailed description of the project, including services provided.

IV. EVALUATION PROCESS

The proposals will be evaluated as outlined in the Method of Evaluation section that follows.

- A. Method of Evaluation

1. If subcontractors are used, the Contractor must provide for each subcontractor all information required of the Contractor in order that CSS may evaluate both subcontractors and the Contractor according to the following Evaluation Criteria.

B. Evaluation Criteria

1. Price – 30 %
2. Plan for contract execution – 25 %
3. Prior experience – 20 %
4. Personnel and other resources – 15%
5. Financial statement – 10 %

C. Evaluation Definition

1. Price – The price will be evaluated on the Contractor’s fee per individual tested and any other costs charged.
2. Plan for contract execution – The plan for contract execution will be judged on the Contractor’s overall design of the project in response to achieving the services as defined in this RFP. The design statement shall include, but is not to be limited to:
 - a. An ability to collect and analyze genetic material samples within the areas described or an ability to establish a collection network therein.
 - b. An ability to establish a billing system as outlined in this RFP.
 - c. An ability to complete testing within the turnaround times required.
3. Prior experience – The Contractor’s experience will be judged on, but not limited to, the length, depth, and applicability of all prior parentage determination services in the public and private sectors. Any or all clients listed in the references submitted may be contacted.
4. Personnel and other resources – The proposed staffing will be judged on the skills and experience management, support, and data processing as related to the project. Particular emphasis will be placed on, but not limited to, the expertise and experience of the Laboratory Director and other key personnel. The Contractor must describe in detail the education, professional affiliations, publications and other related background of the Laboratory Director and the individual(s) designated as “expert witness(es)” as related to parentage testing. The Laboratory Director should also present his/her past experience including description of the previous projects in which (s)he served. The Laboratory Director’s current duties and responsibilities must be personally familiar with the processes and procedures used in the laboratory. The Contractor must furnish all of its own clerical support, office supplies and copying services.
5. Financial statement – The Contractor must demonstrate adequate financial resources for performance of the contract based on audited financial statements for 2017 and 2018 submitted by the Contractor. The prime Contractor and subcontractor(s) must also demonstrate that they are insured as required herein.

Any contract resulting from this RFP will be awarded to the Contractor whose proposal, conforming to the requirements of the RFP, will be most advantageous to CSS based on the factors listed above.

- V. **APPLICABLE ACCREDITATIONS.** Milwaukee County expects proposers to adhere to all requirements set forth in this Section. Proposers must cite any exceptions or deviations to the Requirements in

Attachment J to the RFP (Exceptions), but such exceptions or deviations may result in Milwaukee County's disqualification of the proposal, at Milwaukee County's sole and absolute discretion.

The laboratory shall be accredited and remain accredited by the American Association of Blood Banks (AABB) as conforming to the current AABB "Standards for Parentage Testing Laboratories". The laboratory must also meet any other standards for parentage testing which may be promulgated by the AABB during the contract period. In addition, ASHI (American Society for Histocompatibility and Immunogenetics) accreditation is preferred.

VI. REQUIREMENTS. Milwaukee County expects proposers to adhere to all requirements set forth in this Section. Proposers must cite any exceptions or deviations to the Requirements in Attachment J to the RFP (Exceptions), but such exceptions or deviations may result in Milwaukee County's disqualification of the proposal, at Milwaukee County's sole and absolute discretion.

A. Geographic Area – The Contractor shall provide services described herein for cases commenced and/or prosecuted in Milwaukee County.

B. Location of Facilities – The Contractor shall provide services at its testing laboratory, at a specimen collection facility to be located in the City of Milwaukee, at or in the immediate vicinity of the Milwaukee County Courthouse Complex, and any other locations necessary to obtain specimens from participants in Milwaukee County cases.

C. Personnel

1. The laboratory shall be under the direction of an individual with a doctoral degree who is qualified by advanced training and/or experience in parentage testing.
2. Tests shall be performed by personnel of the Contractor who are qualified to perform such testing. The competency of the technical staff shall be the responsibility of the director of the laboratory.
3. The laboratory director and technical staff shall participate in continuing education relative to the field of parentage testing.
4. A qualified individual shall be available, at no additional cost, to act as an expert witness in Milwaukee, Wisconsin, in the event that expert testimony related to the test results is required.
5. A qualified individual employed by the Contractor shall be available to Milwaukee County to provide administrative services directly related to genetic parentage testing provided by the Laboratory within CSS.

D. General Operational Standards

1. The Contractor's laboratory shall have sufficient space, equipment, facilities and supplies to maintain safe and acceptable standards of performance.
2. The staff of the Contractor's laboratory shall be competent and adequate for performance of the required testing.
3. The laboratory shall be in compliance with relevant safety codes including provisions for safe handling of genetic samples and proper disposal of wastes.

4. The Contractor's laboratory shall utilize a program of quality control that is sufficiently comprehensive to ensure that equipment and personnel perform as expected. Appropriate sample controls will be used.
5. Samples shall be handled, processed and tested in a manner that ensures accuracy of test results.
6. Tests shall be performed by standard methods or by methods independently verified by the laboratory.
7. A manual detailing all procedures and policies shall be developed and maintained, and the director of the laboratory shall review it annually.

E. Identification, Specimen Collection and Documentation

1. Individual and Specimen Identification

- a. There shall be a verifiable means for identification of all individuals who present themselves for testing. Donors should be required to present some form of identification, preferably with a photograph. Additionally, a photograph of each donor must be taken at the time the sample is collected. There shall be a means for identification of specimens received from a collection facility outside of the laboratory doing the testing.
- b. A record shall be kept at the testing facility of all identifying information including, but not limited to, name, relationship, race, place and date of collection of samples. Information about each individual shall be verified by the signature of that person or the guardian.
- c. The date of birth of the child tested shall be recorded.

2. Genetic Samples

- a. Genetic samples shall be identified with a firmly attached label bearing a unique identification for each individual and the date of collection.
- b. The name of the person collecting the specimen shall be part of the permanent record.
- c. The Contractor shall be capable of conducting DNA testing on buccal swab, blood and other genetic material. The preferred method of collection shall be by buccal swab.

3. Storage and Handling – Specimens shall be handled and stored in a manner that will preclude contamination, tampering or substitution.

F. Testing Standards

The Contractor shall perform DNA testing to analyze the genetic system of each donor in order to bring the level of the probability of paternity to a minimum of 99.99% with a prior probability of 0.5 (50 %), or to establish an exclusion, as appropriate.

The following standards apply:

1. A human DNA control of known size shall be used on each electrophoretic run.
2. Test results shall be read independently by two or more individuals.

3. Testing shall be in accordance with generally accepted procedures within the scientific community.

G. Services to be Provided

1. The Contractor shall provide the service of genetic material analysis in establishing paternity, under the Title IV-D program of the Social Security Act, to the Courts, Commissioners, and CSS in Milwaukee County. Contact shall be made with the Contractor directly by the Courts, Commissioners, and CSS or their designated staffs.

Persons subject to the test are those determined by the court and/or Child Support staff to be necessary in determining paternity of a child in Title IV-D related cases under the Social Security Act, and include the child, mother and putative father(s) plus any other witness(es).

2. The laboratory shall establish or contract with local facilities to collect genetic samples of the parties for transfer to the testing laboratory. This includes collecting genetic samples from the Milwaukee County Criminal Justice Facility.

- a. The primary collection facility shall be located in the City of Milwaukee at or in the immediate vicinity of the Milwaukee County Courthouse Complex.

This facility must be open from 8:00 a.m. to noon, and 1:00 p.m. to 5:00 p.m., with the last walk-in time at 4:45 p.m., Monday through Friday, excluding only major Milwaukee County holidays.

- b. The Contractor may, but is not required to, provide a plan for periodic specimen collection at the Milwaukee County Children's Court facility in Wauwatosa, Wisconsin.
- c. The cost of the genetic test shall include the cost of drawing and shipping samples in Milwaukee, Wisconsin, to the laboratory.
- d. In the event a subsequent sample collection is necessary, the testing laboratory shall be responsible for the cost of the new collection.
- e. The testing laboratory shall provide at no cost to CSS photographs of all persons from whom samples are collected, taken at the collection facility for instant positive identification. The Contractor's proposal shall address the use of digital photography to facilitate identity confirmation when samples are merged for subsequent cases involving individuals previously tested.
- f. The testing laboratory is to provide appropriate sample collection and mailing kits for shipment to samples to the testing lab at no additional cost to CSS, including those used for any collections performed away from the primary collection facility referred to in paragraph (a) above.
- g. The testing laboratory shall be responsible for collecting specimens, transporting them in sealed containers, and verifying same through the use of standard protocols in chain of custody documents.
- h. The testing laboratory shall assume the costs of any courier and other transportation of the samples.
- i. The testing laboratory shall outline both internal and external systems used to monitor the accuracy and precision of each analytical procedure for every assay performed in the lab.

- j. The testing laboratory shall retain partial specimens, including the unused portion of specimens, for a minimum of five years, with appropriate identification.
3. For each putative father tested, the Contractor shall use multiple testing systems which result in a finding of non-paternity, or when the putative father is not excluded, result in an inclusion rate (probability of paternity) of at least 99.99% with a prior probability of 0.5 (50%).
4. Findings of non-paternity shall be based on at least four PCR exclusions or 3 RFLP exclusions.
5. A written report on the results of the test shall be issued to the appropriate authorized individuals as designated by CSS following completion of the tests.
6. The Contractor shall make available to CSS an employee who will provide administrative services within CSS. This employee shall obtain billing information, complete appropriate test request forms, perform data entry functions with respect to parentage testing appointments and results, search and

analyze data on the Contractor's database, and file parentage testing results for all processed specimens. The Contractor's employee must be available during the regularly scheduled hours of 8:00 a.m. to noon, 1:00 p.m. to 5:00 p.m., Monday through Friday, excluding only major Milwaukee County holidays.

7. The Contractor shall conduct training seminars for CSS attorneys and staff involving with paternity testing. Training should focus upon genetic analysis in paternity actions, as well as updating staff on new occurrences in the field of testing as related to paternity, as services for new information becomes available.
8. Services shall be provided under the terms of this contract and at the request of the Courts, Commissioners and/or authorized CSS staff for all Title IV-D related paternity cases regardless of the source of the payment.
9. The director of the laboratory shall make available expert witness testimony for depositions and in court in Milwaukee County at the request of CSS. The individual providing the expert testimony shall be personally familiar with the processes and procedures used in the laboratory. The cost of travel, food, lodging and testimony shall be at the expense of the contracting laboratory.
10. The Contractor shall provide technical advice to CSS upon request, and shall return CSS telephone calls within four working hours. Returning a telephone call includes leaving a voicemail or other messages if the CSS caller is not available.

H. Report of Test Results and Calculations

1. The report shall contain at a minimum:
 - a. The date(s) of collection of the samples.
 - b. The Contractor's accession (case) number and the court case number.
 - c. The name of each individual tested and that individual's relationship to the child.

- d. The racial origin(s) assigned by the laboratory to the mother and alleged father(s) for the purpose of calculation.
 - e. The probe used to detect polymorphism, if the RFLP technology is used, and the name of the DNA locus (enzyme) tested.
 - f. A statement as to whether or not the alleged father can be excluded.
 - (1) If an opinion of non-paternity is rendered, the basis for the opinion shall be provided.
 - (2) If there is a failure to exclude, the report shall include:
 - (a) The individual Paternity Index for each genetic system reported.
 - (b) The Cumulative Paternity Index.
 - (c) The probability of paternity expressed as a percentage. The prior probability used to calculate the probability of paternity shall be stated.
 - g. An explanation as to the nature of the problem shall be given if the results are inconclusive.
 - h. The notarized signature of the laboratory director.
2. The Contractor shall make available an informational brochure that can be distributed with the test results that explains in laymen's terms the testing process and the meaning of the test report.
3. Calculations
- a. Computer assisted analyses shall be reviewed, verified and signed by the supervisor and/or laboratory director before issue.
 - b. The method of calculation shall be validated.
 - c. If only manual calculations are done, they shall be done in duplicate (i.e. by two individuals).
 - d. Gene and haplotype frequencies shall be obtained from examination of a population of adequate size, preferably from Southeastern Wisconsin.

4. Transmission of Results

- a. The successful vendor must be able to demonstrate the capability, resources and experience to transmit test results to Milwaukee County. Vendor must:
 - (1) Successfully completed no less than 10,000 successful electronic transmissions containing complete DNA testing results.
 - (2) Successfully processed and transmitted DNA test results for no less than (1) year.
- b. All test results must be transmitted to Milwaukee County:

- (1) Electronically by means of REST based web services that return XML in the schemas formatting (Addendum).
 - (a) Via submission of Sample data and Case data separately by 2 web services
 - (b) All scanned documents must be downloadable daily and individually via the link that is provided as part of the schema in the <report_file_ext> field in the Case.xsd schema
 - (c) Must allow a parameter of Milwaukee County IVD number to be passed into the web services to allow individual results to be downloaded and processed for both the Sample and Case web services (using the above mentioned return schema)
 - (d) Must allow for a passed in date (in the format dd/mm/yyyy) to allow for re-running cases that were processed by Milwaukee County's interface for a date for both the sample and case webservices (using the above mentioned return schema)

(e) The web services must be securable by a unique username and password

(2) On a daily basis at an agreed upon time and taking place within an agreed upon length of time.

c. The vendor must notify Milwaukee County of any changes to their process that could impact the interface

d. The vendor must respond to troubleshooting requests upon notification of interface failure within 24 hours.

I. Time Frames

1. Services are to be provided as needed. The Contractor shall make available emergency appointments and test kits for individuals in prison and other places that cannot appear at the collection site.
2. The testing laboratory shall make transportation arrangements to insure that the genetic samples reach the laboratory within 24 hours from the time of the collection, and the laboratory shall assume the cost of sample transportation.
3. Tests shall be made upon submission of samples received from the source collection site unless testing cannot be successfully completed because such samples are contaminated, outdated, or otherwise unusable.
4. A report shall be issued within 20 calendar days from the date of collections uploaded to the OnBase system by the Contractor with original to be mailed to Milwaukee County Child Support Services and copies mailed to the participants.

J. Volume

The estimated number of individuals whose genetic samples will be tested annually is approximately 8,460 to 10,185 per year (2,820 to 3,395 cases per year). However, CSS cannot and does not guarantee that any specific number of genetic tests will be requested each year.

K. Service Documentation

The Contractor agrees to maintain records required by CSS and to produce narrative and statistical data at times prescribed by CSS.

L. Fiscal Requirements

1. The Contractor shall maintain a record system that documents the total number of units of service as defined in this Agreement that are delivered during the term of this Agreement. These records shall also document the specific units billed to CSS under this Agreement. The Contractor shall also maintain detailed accounting records that establish the cost of providing the total number of units of service as well as those units billed to CSS under this Agreement. An individual invoice shall be issued for each case.

2. The cost per individual shall be used in claiming payment under this agreement. Payment shall be made only for tests actually performed on Title IV-D cases.
3. Contractor's proposal may include Contractor's warranty that at no time will the price charged CSS hereunder exceed the rate Contractor charges for rendering similar services elsewhere. Contractor may further warrant that if Contractor grants more favorable terms to any State or local government entity in an agreement for comparable services, the more favorable financial terms shall be applicable to the services provided to CSS.
4. Invoices must include at a minimum:
 - a. Milwaukee County Circuit Court case number.
 - b. Names and relationships of individuals tested.
 - c. Date(s) samples were collected.
 - d. No more than one invoice per case listing all parties tested.

M. On-line Access to Vendor Data Base

The Contractor must provide CSS with online access to the vendor's database. The database should provide information as to test results and status of sample collection and testing. CSS requires the ability to sort and/or find by name, court case number, and IV-D number.

N. Confidentiality

The Contractor must agree to protect the confidentiality of any information obtained in the course of providing services under this agreement. Such information shall only be used to the extent necessary to assist in the valid administrative needs of the child support program, and shall not be disclosed without prior written approval of CSS or as required by law or regulation.

- O. Following termination of the contract for genetic testing services, the contractor must agree to cooperate with the CSS in the transition to any successor vendor, including shipping any specimens to the successor vendor at no charge.

P. Technology Risk Management

1. The Contractor should describe if a control environment review was conducted (i.e SOC2 and/or SSAE16 equivalent data center standard) and provide when and who did the review or explain why this has not been completed.
2. The Contractor should explain what procedures and technical controls have been put in place to govern data entering the contractor's network from an external source.
3. At present, the contractor shall have implemented and maintain an information security program that is compliant with laws and regulations, such as HIPAA. If not, please explain why.
4. The Contractor shall have a disaster recovery plan that includes the following:
 - a. A recovery location within the US
 - b. Standards surrounding recovery time objectives and recovery point objectives

5. The Contractor shall have backup procedures for data in place. The contract will also need to identify how far the data storage facility is from the production environment.
6. The Contractor should also have a documented support plan for if there are websites and/or interface issues including contacts for both reporting by the end user and IT staff when an issue is discovered.
7. The Contractor shall describe how they are able to ensure interfacing services will remain operational at a standard service level agreement of 99.95%, excluding holidays and standard maintenance timeframes
8. The Contractor shall have documented when standard maintenance is performed that is related to either the system interface or website.

V. GENERAL CONTRACT TERMS WILL INCLUDE: Proposers must explicitly note any exceptions or deviations to the General Contract Terms in Attachment J to the RFP (Exceptions). Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this Section. The County may not accept any or all Proposer exceptions.

A. Ownership of Data

Ownership of all data and test results shall remain with Contractor. However, Contractor shall preserve said material for a minimum period of five (5) years after adjudication of an alleged father, unless otherwise advised in writing by the County.

B. Audit and Inspection Records

Contractor must maintain a record of test results and invoices for three years following completion of paternity testing and furnish a copy to CSS upon request. Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period of up to five years after completion of the Contract.

C. Non-Discrimination, Equal Employment Opportunity and Affirmative Action Programs

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which 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 apprenticeships.

Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County, setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as

may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor shall be ineligible to bid on any future contracts let by the County.

D. Indemnity

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, the County, 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 act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by its agreement.

Contractor shall indemnify and save County harmless from any award of damage and costs against County for any action based on infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

E. Insurance and Proof of Financial Responsibility

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Cyber Liability Refer to Additional Provision A.2.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and Professional Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.
- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and

compensatory damages.

- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

F. Termination by County for Violations by Contractor

If Contractor fails to fulfill its obligations under the Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and the effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

G. Unrestricted Right of Termination by County

County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies for the completion of the Contract.

H. Independent Contractor

Nothing contained in the Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

I. Subcontractors

Assignment of any portion of the work by subcontract must have the prior written approval of the County.

J. Assignment Limitation

The Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

K. Renewal/Dates of Performance

Contractor shall begin work on January 1, 2019, and terminate December 31, 2021, unless the Contract is otherwise renewed or extended.

CSS shall have the option of extending any contract for two additional one-year periods under the same terms and conditions, and upon mutual consent of CSS and the Contractor.

Obligations of CSS shall cease immediately and without penalty or further payment being required, if in any fiscal year, CSS, state, or federal funding sources fail to appropriate or otherwise make available appropriate funds for any contracting resulting from this RFP.

Obligations of CSS shall cease immediately and without further penalty or further payment being required if the Contractor is no longer an approved genetic test laboratory for the Wisconsin Department of Children and Families' Bureau of Child Support.

L. Prohibited Practices

Contractor, during the period of the Contract, shall agree not to hire, retain or utilize for compensation any member, officer or employee of County, or any person who, to the knowledge of the Contractor, has a conflict of interest.

Contractor shall agree to attest that it is familiar with Milwaukee County's Code of Ethics, which states, in part, that no person may offer to give to any County officer or employee or his/her immediate family, and no County officer, employee or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby.

M. Miscellaneous

The Contractor and the County shall agree that the Contract shall be interpreted and enforced under the laws of the State of Wisconsin and in the federal and state courts located in Milwaukee County, Wisconsin. The Contract shall constitute the entire understanding between the parties and will not be subject to amendment unless agreed upon in writing by both parties. Contractor shall acknowledge and agree that it will perform its obligations in compliance with all applicable state, local or federal laws, rules, regulations and orders.

ADDENDUM

CASE.XSD

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SAMPLE.XSD

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<xsd:schema xmlns:xsd="http://www.w3.org/2001/XMLSchema"
  xmlns:sql="urn:schemas-microsoft-com:mapping-schema">
  <xsd:annotation>
    <xsd:appinfo>
      <sql:relationship name="Case_Testset"
        parent="Sample_Cases"
        parent-key="case_id"
        child="Sample_Testsets"
        child-key="case_id" />
      <sql:relationship name="Testset_Party"
        parent="Sample_Testsets"
        parent-key="testid case_id"
        child="Sample_Parties"
        child-key="testid case_id"/>
    </xsd:appinfo>
  </xsd:annotation>
  <xsd:element name="response" sql:is-constant="1">
    <xsd:complexType>
      <xsd:sequence>
        <xsd:element name="message" sql:is-constant="1">
          <xsd:complexType>
            <xsd:sequence>
              <xsd:element name="cases" sql:is-constant="1">
                <xsd:complexType>

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<xsd:sequence>
  <xsd:element name="case" sql:relation="Sample_Cases">
    <xsd:complexType>
      <xsd:sequence>
        <xsd:element name="id" type="xsd:string" sql:field="client_id"/>
        <xsd:element name="client_id" type="xsd:string" sql:field="case_id" />
        <xsd:element name="testsets" sql:relation="Sample_Testsets"
sql:relationship="Case_Testset">
          <xsd:complexType>
            <xsd:sequence>
              <xsd:element name="testid" type="xsd:string" sql:field="testid"/>
              <xsd:element name="client_id" type="xsd:string"/>
              <xsd:element name="docket_number" type="xsd:string" />
              <xsd:element name="Parties" sql:is-constant="1">
                <xsd:complexType>
                  <xsd:sequence>
                    <xsd:element name="party" sql:relation="Sample_Parties"
sql:relationship="Testset_Party">
                      <xsd:complexType>
                        <xsd:sequence>
                          <xsd:element name="id" type="xsd:string" />
                          <xsd:element name="testrole" type="xsd:string" />
                          <xsd:element name="drawdate" type="xsd:string" />
                          <xsd:element name="middlename" type="xsd:string" />
                          <xsd:element name="receiveddate" type="xsd:string" />
                          <xsd:element name="lastname" type="xsd:string" />
                          <xsd:element name="specimenfileflag" type="xsd:string" />
                          <xsd:element name="firstname" type="xsd:string" />
                          <xsd:element name="ext_subject_id" type="xsd:string" />
                          <xsd:element name="specimenfileext" type="xsd:string" />
                        </xsd:sequence>
                      </xsd:complexType>
                    </xsd:element>
                  <!--End Party-->
                </xsd:sequence>
              </xsd:complexType>
            </xsd:element>
          <!--End Party-->
        </xsd:sequence>
      </xsd:complexType>
    </xsd:element>
  <!--End Party-->
</xsd:sequence>
</xsd:complexType>

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```
        </xsd:element>
        <!--End Parties-->
    </xsd:sequence>
</xsd:complexType>
</xsd:element>
    <!--end TestSets-->
</xsd:sequence>
</xsd:complexType>
</xsd:element>
    <!-- ends Case-->
</xsd:sequence>
</xsd:complexType>
</xsd:element>
    <!--ends Cases-->
</xsd:sequence>
</xsd:complexType>
</xsd:element>
    <!--ends Message-->
</xsd:sequence>
</xsd:complexType>
</xsd:element>
<!--Ends Response-->
<!--</xsd:sequence>
        </xsd:complexType>
    </xsd:element-->
</xsd:schema>
```