



MILWAUKEE COUNTY
RFP # 7323: Guardian ad Litem Services

MILWAUKEE COUNTY

Department of Combined Court Related Operations

Request for Proposal Number 7323

*Guardian ad Litem Services for the Children's Court
and Family Court Divisions*



Issued: July 19, 2018

Response Due Date: September 7, 2018 at 3:00 p.m.



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1 INFORMATION SUMMARY SHEET

Request for Proposal Title:	Guardian ad Litem Services (GAL)
RFP Issuing Office:	Combined Court Related Operations
RFP Issue Date:	July 18, 2018
Deadline for Receipt of Questions:	August 10, 2018
Deadline for Receipt of Questions Answered:	August 17, 2018
RFP Proposal Receipt Deadline:	September 7, 2018
Service Starting Date:	January 1, 2019
RFP Submission Location:	Milwaukee County Clerk Milwaukee County Courthouse-Room 105 901 North Ninth Street Milwaukee, WI 53233
RFP Administrator:	Liz Finn Gorski Judicial Operations Manager Department of Combined Court Operations 414-454-4189 Phone: 414-278-4129 Email: Elizabeth.finn-gorski@wicourts.gov <i>Respondents may not contact any employee, contractor, or other representative of Milwaukee County regarding this RFP without express written permission from the RFP Administrator. Any such unauthorized contact can be grounds for disqualification from consideration under this RFP.</i>
Access to RFP and all related documents can be found on Milwaukee County's website; "Business Opportunity Portal" – http://county.milwaukee.gov/bop .	



2 GENERAL INFORMATION

2.1 INTRODUCTION & BACKGROUND

2.1.1 REQUEST

Applications will be accepted to provide Guardian ad Litem (GAL) services to minors and individuals deemed to be incompetent for the Children's Division and the Family Division. Staff levels shall be sufficient to provide the required services and may include investigative social workers and support staff. The Agency and its personnel shall comply with all federal, state and local laws and regulations and shall maintain in good standing all licenses and certifications required for services provided.

The Milwaukee County Clerk of Circuit Court acts as a fiscal agent in cases where payment is authorized by the court to be made by the County for GAL services.

2.1.2 INTRODUCTION TO MILWAUKEE COUNTY

Milwaukee County is governed by an elected County Executive and an 18-member elected County Board of Supervisors. Other County elected officials include a Register of Deeds, Treasurer, Comptroller, County Clerk, Clerk of Circuit Courts, District Attorney and Sheriff, who, in conjunction with administration, provide a full range of associated governmental services, including but not limited to: law enforcement, in-patient mental health, transit services, highways, courts, corrections, official record keeping, parks and recreation, international airport operations, jail and juvenile detention, public assistance programs, and a world-famous zoo.

In 2015 the Clerk of Circuit Court published a Request for Proposal for GAL services and awarded a two year contract with a one year extension to Legal Aid Society. Per County Board Resolution File No. 15-737, Milwaukee County was authorized to enter into a professional services contract for Guardian ad Litem (GAL) services for \$2,179,125 in 2016, \$2,205,170 in 2017 and \$2,230,694 in 2018 for 3,200 cases each year. With the third year of the contract ending on December 31, 2018, the Clerk of Circuit Court must reissue a request for proposal for GAL Services.



2.2

DEFINITIONS

The definitions in Table 2-1 apply to any specialized terms used in this document.

Table 2-1: Definitions/Acronyms

Term	Definition
Contractor	The Contractor is a winning Respondent who has been awarded a Contract under this RFP.
County	County means Milwaukee County, a municipal body corporate located in the State of Wisconsin, and all the Divisions and Departments thereof. For purposes of this RFP, Milwaukee County is represented by its Procurement and Information Management Services Divisions of the Department of Administrative Services.
Proposal	The “Proposal” is any offering vendor’s submitted Proposal materials, including all requested information listed in Section 3.3.1: Proposal Materials and the offering vendor’s submitted answers to all questions in Section 5: Technical Proposal, Section 6: Resource Proposal, and Section 7: Cost Proposal. More information on submitting a Proposal can be found in Section 3: Preparing and Submitting a Proposal .
Respondent	A Respondent is any offering vendor who prepares or submits a Proposal.
Case	In the <i>Children’s Division</i> , a case is defined as a legal action involving a family unit with the same birth mother. Each case will include all children of the birth mother, regardless of paternity. In the <i>Family Division</i> case is defined as a legal action commenced by filing a summons and petition pursuant to Chapter 767 or 822 or a petition pursuant to Chapter 813 or a post judgment motion involving the child/children and all parties necessary to resolve the issue at hand, including parents, alleged parents, grandparents or others.
Billable Case	A Case will be counted as one billable unit as found in Section 2.3.3 Minimum Qualification & Responsibilities . The amount will be determine by contract.
Case Types	The Vendor under contract would be expected to provide GAL services in ALL of the following CCAP case types:
JC- Juvenile Children in Need of Protection or Services	Chapter 48 of the Wisconsin Statutes addresses Children in Need of Protection or Services (CHIPS). The paramount goal of Chapter 48 is to protect children and to preserve



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	<p>the unity of the family when appropriate by assisting parents in fulfilling their responsibilities as parents and achieving permanency for children when reunification can't be achieved. A GAL represents the best interest of children under the age of 12.</p>
JG - Juvenile Guardianship	<p>The court can grant guardianship of a child to a relative or non-relative. Under the Wisconsin Statutes, a guardian has the authority to make important decisions regarding the life and development of the child, just as a parent would. Guardianships are authorized in both Chapter 48 and Chapter 54 of the Wisconsin Statutes. The court appoints a GAL for all minors in Chapter 48.977 cases and for the ward on Chapter 54 cases. Guardianship petitions can be filed by the GAL in a CHIPS case.</p>
Jl – Juvenile Injunction	<p>All injunction hearings on petitions filed on behalf of a child, by a child, or against a child shall be heard by a judge or judicial court commissioner in the Children's Division, unless they meet the criteria below. These cases will be assigned a GAL to represent minors and to investigate the claims in the petition. Injunctions hearings will be assigned to the Family Division if: both parties to the petition are adults who are parties to a pending FA or PA case (per local rule definition); or both of the parents of the child are parties to the same pending FA or PA case and the respondent named in the petition is married to one of the parents or is in a dating relationship with one of the parents (as defined in Wis. Stat. Sec. 813.12(1)). Notwithstanding the above, cases with a pending CHIPS action will remain assigned to the Children's Division which has paramount jurisdiction and the GAL assigned to the CHIPS action will be assigned to the injunction case.</p>
TP - Termination of Parental Rights	<p>Children's Court is responsible for hearing all termination of parental rights actions. The courts will appoint a GAL for all minors or parties determined to be not competent in all termination of parental rights (TPR) cases. For continuity, the courts appoint the GAL to serve on the case from the CHIPS proceeding through the TPR proceedings.</p>
UN-Unified Court	<p>Children's Court is responsible for hearing Unified Court cases when there is an open CHIPS case that can be resolved by the court modifying an existing or pending Family court order that addresses custody and placement consistent with the current juvenile disposition when the child is placed with the safe and suitable parent.</p>
FA – Family/ PA- Paternity	<p>Chapters 767 and 822 apply to all case filings related to family matters. GALs are appointed to represent the best interests of minor children in child custody and placement contests where the courts have special concerns regarding the welfare of the child. GALs are also appointed when a parent is a minor, when a child born during a</p>



	marriage is alleged to be non-marital or when the court has concerns as to the competency of a party.
FA/CV Domestic Abuse and Harassment Injunctions	Requests for Temporary Restraining Orders and Injunctions are governed by Chapter 813. GALs may be appointed to represent the interests of adults when the court has concerns as to the competency of a party.

2.3 SCOPE OF WORK

2.3.1 PROGRAM DESCRIPTION

Per County Board Resolution File No. 15-737, Milwaukee County was authorized to enter into a professional services contract for Guardian ad Litem (GAL) services for \$2,179,125 in 2016, \$2,205,170 in 2017 and \$2,230,694 in 2018 for 3,200 cases each year. The GAL services were for the Children’s Division and the Family Division for the First Judicial District in the State of Wisconsin.

In 2015 the Clerk of Circuit Court published a Request for Proposal for GAL services and awarded a two year contract with a one year extension with Legal Aid Society. With the third year of the contract ending on December 31, 2018, the Clerk of Circuit Court must reissue a request for proposal for GAL Services.

Any Agency can apply to provide Children’s Court and Family Court GAL services for all cases or a portion of them.

The Agency selected to provide GAL services for the Family and/or Children’s Division will sign a Professional Services contract with the Clerk of Circuit Court for Milwaukee County. The terms of the contract will be from January 1, 2019 through December 31, 2020 with an optional one year extension. The contract amount will not be increased during the contracted period without County Board approval.

2.3.2 SPECIFICATIONS

The role of the GAL for a minor, individual determined to be not competent is extremely important. As a strong advocate for the individual’s best interest, the GAL acts as the spokesperson for those whose voices would otherwise go unheard. The judiciary has developed Guardian ad Litem Best Practice Standards for lawyers seeking these types of appointments to promote greater consistency in how attorneys fulfill their roles and to establish a level of professionalism that the public and the court system have the right to expect. Such expectations and standards include:

- Commitment to early investigation, preparation and resolution of cases.
- Demonstration of efforts to maintain or establish contact with clients in a timely fashion.



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- Compliance with the Rules of Professional Conduct, Supreme Court Rule (SCR) 20 and knowledge of statutory requirements for GAL work.
- Compliance with court-mandated requirements for GAL work established in SCR 35.01 and 35.015. Compliance may be achieved by:
 1. Attending 30 hours of approved GAL education; or
 2. Attending 6 hours of approved GAL education during the current and immediately preceding reporting periods; if seeking appointment in Family matters, 3 of the 6 must be family court approved; or
 3. Where the appointing court makes either a written or on-the-record finding that the action or proceeding presents exceptional or unusual circumstances for which the lawyer is otherwise qualified by experience or expertise to represent the best interest of the minor.
 4. Compliance with Rule 35.01 shall be confirmed annually by sworn affidavit.
 5. Compliance with secs. 48.235, 767.407, 803.01 and 891.39, Wis. Stats.

2.3.3 MINIMUM QUALIFICATIONS & RESPONSIBILITIES

Milwaukee County is seeking a vendor to provide guardian ad litem (GAL) services for the Children's Division and the Family Court Divisions. **Respondents are responsible for all requirements and responsibilities outlined in this Scope of Work.**

The guardians ad litem must act as independent agents and are required to meet the professional standards of the courts, statutes and Supreme Court Rules.

Appointment Process The Clerk of Circuit Court/Family Court Commissioner will send all new filings requiring the appointment of a GAL for a minor child or individual determined to be not competent to the Agency for review and determination of a conflict. If the Agency does not have a conflict with the case and their caseload levels are appropriate, the Agency shall accept the appointment otherwise it shall return the appointment papers and all pleadings to the designated person in each Division.

Communication The Children's Division/Family Division judiciary will make every effort to communicate any changes in policy and procedures to the GALs agency through email. The managing GAL should have a current email address on file with the courts at all times and the managing attorney will be responsible to disseminate the information.

Caseloads The Agency shall maintain reasonable caseload limits to enable staff attorneys to comply with standards of practice in representing their clients.

Space Milwaukee County shall provide limited office space for the Agency, as may be available, heat, light, maintenance, and janitorial services in the Vel R. Phillips Juvenile Justice Center. In addition, Milwaukee County provides computers for the Agency located at the Vel R. Phillips Juvenile Justice Center. Milwaukee County does not provide office space or computers for the Agency at the Milwaukee County Courthouse.



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Staff Training The Agency shall provide professional staff with comprehensive, ongoing training specific to their role and duties, including training required by the judiciary.

Accountability, Quality Review and Outcome Measures Since GALs work mostly for clients who have neither the power nor the influence to demand quality in their practice, the Agency should develop a method to assess staff attorneys' practice and case outcomes. Included in this process should be a means for the judiciary to evaluate attorney performance on a biennial basis. Staff performance should also be measured through input by other child welfare professionals.

Conflicts of Interest The Agency shall have a protocol in place to identify conflicts of interest before acceptance of GAL appointments.

Case Consultation The Agency shall have protocols for case consultations or case reviews, both formal and informal, within the office and with outside experts to provide attorneys the opportunity to discuss and analyze cases collectively. Attorneys should be required to investigate (either on their own or through a masters level social worker) and become knowledgeable regarding all areas of a child's life, such as how the child is doing in school, whether the child has access to regular medical and dental care, etc.

Children's Division Specifics

The Agency under contract shall provide intake coverage for all new CHIPS cases on a daily basis. The Agency is responsible for contacting the District Attorney's (DA) office daily to determine what cases will require a temporary physical custody hearing. Once the Agency determines which cases will require a court hearing, the Agency shall run a conflict check and determine based on its caseload if it will accept the case. The Agency shall gather all discovery from the DA's office and if a conflict exists, contact the court's judicial assistant to facilitate the appointment of a private bar attorney.

GALs shall attend all court appearances, including the settlement conference, pre-trial conferences, mediations, semi-annual and annual permanency plan reviews and any other hearing or event deemed appropriate by the court. The prompt appearance at and preparation for scheduled events including all court appearances will be considered by the judiciary when reviewing the Agency's performance.

GALs shall be trained and practice the Child Safety Guide for Judges and Attorneys developed by the National Resource Center for Child Protective Services, the National Resource Center on Legal and Judicial Issues, and the American Bar Association.

GALs shall attend all trainings designated by the Presiding Judge as mandatory.

There is a presumption that all previous private bar GALs will be reappointed to cases unless they are not currently on the Children's Court Division Master GAL List.

In Chapter 54 cases, all GALs are required to complete their home study of the petitioner's home and interview the ward, parents and petitioner prior to the initial appearance. If the GAL is unable to complete their investigation, the GAL shall document their efforts to contact the parties and lack of cooperation by parties, if any, to the court.



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Each Children's Division judge retains the right to make his/her own GAL appointments in specific cases.

GALs shall request information from the Division of Milwaukee Child Protective Services related to all children subject to a Chapter 54 Guardianship case per Children's Court adopted Policies and Procedures.

When a court extends an appointment of a GAL for the purpose of participating in a Permanency Plan Review, the GAL shall attend the review, in compliance with sec. 48.38(5)(b). In addition, the GAL is responsible for taking reasonable steps to assure that the permanency plan is being implemented in a timely manner. If the filing of a petition has been ordered by the court, or if the GAL believes that a petition should be filed, the GAL is expected to request that the worker file the appropriate court report and the Assistant District Attorney file the appropriate petition. If this is not done, the GAL is expected to file the petition him/herself. Where the issue is something other than the requirement of a petition, GALs are expected to bring Orders to Show Cause why the required/desired action is not occurring.

Face to Face Contact: A Guardian ad litem assigned to an initial CHIPS or 54 Guardianship case shall personally meet with his/her ward upon the assertion of a contest by the GAL or other party. Social Worker designees may be used for uncontested original jurisdiction matters, extensions, permanency plans, or for completing subsequent visits during the contested original case. A Guardian ad litem assigned to a TPR case shall personally meet with his/her ward: 1) within 45 days of the initial filing; and, 2) at least once per calendar year during the pendency of the TPR case.

Family Division Specifics

Each Family Division judge retains the right to make his/her own GAL appointments in specific cases. All such appointments shall be made on an individual case basis.

The Agency under contract shall provide representation in paternity cases to minor or deceased mothers, minor or deceased fathers and minor children where the mother is/was married at the time of conception and/or birth of the child to someone other than the alleged father, and additionally, for the best interests of the children in any case where there is a dispute about custody or placement, or where the court has reason for special concern as to the welfare of a minor child.

The Agency under contract shall also provide representation to minor children in Child Abuse and Juvenile Harassment Injunctions pursuant to Chapter 813, Stats, which are heard in Family Court.

GALs so appointed shall appear at all court hearings and personally participate in all the proceedings at which a lawyer for a party would normally participate and other events deemed necessary by the court until such time as the portion of the case requiring the GAL is completed/resolved.



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The appointed GAL shall remain assigned to the case until discharged by statute or by court order, at which time the service of the GAL will be considered complete for billing purposes.

The GAL shall attend all trainings designated by the Presiding Judge of the Family Division as Mandatory.

Billable Case -- A Case will be counted as a billable unit as follows:

1. A new original jurisdiction CHIPS, Guardianship, Injunction, and Private TPR. The First Permanency Plan Review shall not be counted as a new case. An additional sibling petition filed during the pendency of the original jurisdiction case will not count as a new case. Any additional petition filed prior to the original case going to disposition, will not be counted as a new case.
2. A Permanency Plan Review on a TPR or CHIPS case where no other petition is pending (not counting the first PPR).
3. A new petition for a sibling where an existing order is in place.
4. A hearing scheduled on an objection to a notice of change in placement, or trial reunification, unless it is filed during the pendency of a case.
5. A case with a jury trial demand, where discovery has been completed and the case prepared for trial, shall count as an additional separate case. If multiple siblings are going to trial at the same time it shall only be counted as one additional case, not a new case for each sibling.
6. Each Machner Hearing in which the GAL acts as appellate counsel shall count as an additional separate case.
7. Each Court of Appeals or Supreme Court proceeding in which a Notice of Appeal is served on the GAL shall count as an additional separate case.
8. Each case in Family Court until judgment is final or a final order is made, including custody/placement issues. If a paternity case is brought in a divorce to overcome the marital presumption, it shall not be counted as an additional case. It shall also not be an additional case if the GAL continues advocacy on behalf of minor children regarding custody or placement in a paternity case after the marital presumption has been overcome.
9. A post-judgment motion or motions involving the same birth parents relating to custody/placement until final order.
10. A post judgment motion or motions seeking to reopen a judgment or judgments involving the same birth parents until final order.
11. A Unified Court initiated Family Court action for the purpose of paternity adjudication during the pendency of a CHIPS case is not considered a new case unless the case goes to trial.
12. A post judgment motion filed in the Unified Court for purposes of dismissing the CHIPS action and/or modifying the Family Court order is not considered a new case unless the case goes to trial.
13. When a parent enters into Phase III of the Family Drug Treatment Court.

Respondents must be willing to enter into a Contract with the County, and must comply with all terms and conditions required by state or local law, regulation, or ordinance.

Respondents unable to comply with the County's standard terms and conditions



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as stated in the Sample Contract (Attachment J) will be considered non-responsive.

2.4 RFP ADMINISTRATOR

The RFP Administrator for this RFP is:

Liz Finn Gorski

Clerk of Circuit Courts

VRPJJC

10201 Watertown Plank Road

Wauwatosa, WI 53226

Phone: 414-454-4189

Email: elizabeth.finn-gorski@wicourts.gov

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

2.5 QUESTIONS

If additional information is needed to interpret the specifications or requirements of this RFP, written questions will be accepted via email to Liz Finn Gorski, RFP Administrator at Elizabeth.finn-gorski@wicourts.gov.

Questions submitted by any other method will not be considered. Questions submitted to any individual other than the RFP Administrator are considered "contact" as defined in [Section 2.4: RFP Administrator](#), above, and may be grounds for disqualification from consideration under this RFP.

All questions must be submitted by the specified deadline as identified on the [Information Summary Sheet and must be submitted on the Question Form \(Appendix K.\)](#) Milwaukee County will not respond to any questions received after the deadline. Responses to all questions and inquiries received by the County will be made available to any Respondent upon their request to the RFP Administrator.

This RFP is issued by the Milwaukee County Department of Combined Court Related Operations. The RFP Administrator assigned to this RFP, along with contact information, is listed in [Section 2.4: RFP Administrator](#). The RFP Administrator is the sole point of contact during this process, and no information provided by any other County official, employee, or representative will be considered binding.

Communication initiated by a Respondent to any County official, employee, or representative evaluating or considering the Proposals prior to the time of any award is prohibited, unless



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made 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.

2.6 RESPONDENT NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGMENT

Should a Respondent discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, or via email prior to the submission of the Proposal. The failure of a Respondent 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.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be sent to the Respondent's signatory email address as identified in the proposal. All amendments are acknowledged by the Respondent's submission of Attachment [L]: Sworn Statement of Proposer form.

If the Respondent fails to monitor their email for amendment notification, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

2.7 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Respondents shall maintain their availability of service and proposed cost as set forth in their Proposals for an anticipated service starting date provided in the Information Summary Sheet. Respondents are expected to perform planning and implementation activities prior to commencement of any Contract. Milwaukee County will not reimburse for these costs.

2.8 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

County officials, employees, representatives, officers, and/or agents are bound by Chapter 9 of the Milwaukee County Code of General Ordinances, Code of Ethics.

No County official, employee, or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the Proposal or Contract, nor shall they exercise any undue influence in the awarding of the Contract.

No 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.

2.9 CODE OF ETHICS



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Respondents 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)(l):

“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)(l) shall be included in all Requests for Proposals and bid documents.”

2.10 ERRORS, OMISSIONS, MINOR IRREGULARITIES, AND RETAINED RIGHTS

All information in this RFP, including information in any addenda, has been developed from the best available sources. Milwaukee County makes no representation, warranty or guarantee as to the accuracy of such information. Should Respondent 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 Respondent 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 irregularities that have no adverse effect on the outcome of the selection process, and which do not give any Respondent an advantage or benefit not afforded to other Respondents;
- Waive any requirements that are not material;
- Make an award under the RFP in whole or in part, and change any scheduled dates;
- Use ideas presented in reply to this RFP, notwithstanding selection or rejection of Proposals; and
- Make changes to and/or withdraw this RFP at any time.

2.11 MULTIPLE PROPOSALS

Multiple Proposals from a Respondent will not be permitted.

Alternative Proposals, defined as Proposals which do not meet the requirements of the scope of work, but which offer alternatives for consideration, or which contain substantive variations to the basic provisions, specifications, term, or conditions of the solicitation will be determined to be both non-responsive and non-responsible.

2.12 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION, AND WITHDRAWAL



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

Milwaukee County reserves the right to negotiate with the Respondent(s) within the scope of the RFP in order to serve the best interests of the County. The 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 Respondent's compliance with the requirements of the solicitation. The County may use information obtained through site visits, management interviews, the County's investigation of a Respondent's qualifications, experience, ability, or financial standing, and any material or information submitted by the Respondent in response to the County's request as clarifying information in the course of evaluation and/or selection under this RFP.

Following written acceptance 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 Respondent 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 to cancel this RFP in whole or in part, if such cancellation is in the best interest of Milwaukee County. Prior to the Proposal Receipt Deadline, Proposals may be modified or withdrawn by the Respondent's authorized representative. After the Proposal Receipt Deadline, Proposals may not be modified or withdrawn without the consent of Milwaukee County. The Proposal Receipt Deadline is provided in the [Information Summary Sheet](#).

2.13 CONTRACT TERMS & FUNDING

Milwaukee County contemplates award of a Contract resulting from this RFP which reflects payment of a fee for services on an annual basis. Any Contract shall be between the County of Milwaukee, known as the "County," and the successful Respondent, known as the "Contractor." Any final contract structure resulting from this RFP may be subject to negotiation and the required statutory approvals by Milwaukee County.

Responses to this RFP should be based upon a Contract with an initial term of two years starting on January 1, 2019 and ending on December 31, 2020, with an optional one year renewal.

Continuation of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds and the termination of this Contract due to lack of appropriation of funds shall be without any penalty.

All Respondents are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All



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Respondents are notified that the Contract is contingent upon compliance with Federal, State, and local laws, ordinances, rules, and regulations.

2.14 CONTRACT TERMINATION

If the Contractor fails to fulfill its obligations under the Contract resulting from this RFP in a timely or proper manner, or violates any of its provisions, the County and or the Office of Chief Judge shall have the right to terminate the Contract by providing the Contractor thirty (30) days' written notice of termination, specifying the alleged violations and the effective date of the termination. The County and or the Office of Chief Judge in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the alleged defect(s) under the Contract. In such cases, the County and or the Office of Chief Judge shall include time period in which cure is permitted and other appropriate conditions of the required cure in the notice of termination provided to Contractor.

Milwaukee County and or the Office of Chief Judge further reserves the right to terminate the Contract for convenience at any time or for any reason, without prejudice to any other right or remedy, if such termination is in the Government's interests. Upon termination for convenience by the County and or the Office of Chief Judge, the County and or the Office of Chief Judge shall provide the Contractor written notice of intent to terminate thirty (30) days prior to the effective date of termination. Upon receipt of written notice from the County and or the Office of Chief Judge of termination for convenience, the Contractor shall cease all operations as directed by the County and or the Office of Chief Judge and take any actions necessary, or that the County and or the Office of Chief Judge may direct, for the protection and preservation of any ongoing work or County business operations. If the Contract is terminated for the County's or the Office of Chief Judge's convenience, the County shall only be liable under the payment provisions of the Contract for services rendered prior to the effective date of Contract termination.

In the event the Contractor terminates the Contract for any reason, the Contractor must deliver to the County written notice of intent to terminate not less than ninety (90) days prior to the effective date of termination and shall assist and provide for an orderly transition of services at the County's request.

2.15 PAYMENT REQUIREMENTS

Continuance of the Contract beyond the limit of funds available shall be contingent upon appropriations of the necessary funds and the termination of this Contract due to lack of appropriation of funds shall be without penalty.

Monthly Billings Contractor shall provide the Chief Judge and the Clerk of Circuit Court with monthly billings to:

Clerk of Circuit Courts
Milwaukee County Court House
901 N 9th Street, Room 104



Milwaukee, WI 53233

Monthly summary of cases billed shall include:

- A. Case number
- B. Attorney assigned to the case
- C. Description of work done, (i.e. original jurisdiction petition, objection to change of placement, etc.)
- D. Billing shall be sufficiently specific to allow the court to determine the nature of the work done and will identify the nature of the contacts by the lawyer, including the length and purpose of the contacts.

2.16 TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION

County has established overall participation goals on the purchase of goods and services, and construction services utilized in County procurements with Disadvantaged Business Enterprise (TBE) certified firms, in accordance with Chapter 42 of the Milwaukee County Code of General Ordinances.

While this opportunity **does not** have a specific participation goal, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual **goal of 17% participation of TBE firms on County procurements and contracts**, not related to construction.

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.

Milwaukee County General Ordinance, Chapter 42, governs TBE utilization within the County. Chapter 42 can be found at:

https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances?nodeId=MICOCOG_EORVOI_CH42TABUENPACOCO

The Milwaukee County Diversity Management and Compliance System may be accessed at:

<https://mke.diversitycompliance.com/Default.asp>

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>

Additional information regarding State of Wisconsin Supplier Diversity Programs can be found at:

<https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

2.17 EEOC COMPLIANCE



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

2.18 INSURANCE AND INDEMNITY REQUIREMENTS

All Respondents must agree to the terms set forth on the Insurance and Indemnity Acknowledgment Form (Attachment I). This form outlines required insurance requirements for Contractor and Respondent's ability and commitment to provide proof of insurance and indemnity as requested.

2.19 EMPLOYEES

The Contractor shall employ as many permanent employees needed to provide GAL services. The Contractor shall employ professional staff dedicated to the field of child welfare. The Contractor shall maintain a staff that is familiar with such issues as drug dependency, family violence, educational deficits, unemployment, developmental problems, trauma informed care, and emotional and psychological disorders.

The judiciary believes that if a Contractor employs social workers as part of their service delivery model, social workers should work closely with GALs in their investigation and recommendations. It is therefore recommended that the Contractor employ persons with a Master of Social Work degree who have expertise in the complexity of social, economic and cultural influences related to issues in child welfare.

2.20 PERMITS AND LICENSES

Respondent and associated employees performing services under this RFP, at the time of Proposal submission and during the term of any awarded Contract, must possess and maintain the required licenses. The Contractor shall ensure that all GALs conducting services for Milwaukee County maintain a law license throughout the term of any agreement with Milwaukee County.

Any reprimand, disciplinary action or investigation taken against Contractor or its employees by any agency issuing licenses required to provide the services must be reported to Milwaukee County within 48 hours of notification by the issuing agency.

2.21 FEDERAL, STATE, AND LOCAL REGULATIONS

The successful Respondent 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, but not limited to, the regulations listed in this RFP. The Contractor will be required to enter into



and maintain a Contract with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

2.22 SECURITY AND BACKGROUND CHECKS

Background checks are mandatory for all employees of the Contractor. Background checks must be performed at Contractor's expense. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to Milwaukee County to ensure, at a minimum, that no staff has felony, fraud convictions or sex related offense. No person employed or whose service is otherwise offered, shall provide services under this contract unless the contractor has completed the following checks on the individual: criminal convictions, active warrants, sexual offender registry, and caregiver registry. Any prospective GAL shall also be required to provide references when applicable and those references shall be verified by the Respondent, who must retain a record in writing of the details of the reference checks.

Security background checks shall be conducted for all employees prior to starting work.

2.23 RESPONSIBLE CONTRACTOR POLICY

The County of Milwaukee recognizes that GAL services require that the Contractor hires well-trained and dedicated staff to provide the services under this RFP. The Contractor must ensure availability of a qualified staff and licensed attorneys in the State of Wisconsin, avoid labor disruption and costly employee turnover, treat workers fairly, and abide by applicable labor laws. The County of Milwaukee supports the development of a healthy business environment through the responsible management and treatment of employees, adherence to federal, state, and local laws, and appropriate workplace safety procedures. Therefore, the County of Milwaukee maintains the following requirement:

Contractor shall abide by all applicable local, state and federal laws. Contractor shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractor shall ensure its employees' working conditions conform to the standards set by the Federal OSHA. Contractor shall, on request, provide to the County a report on their compliance. The County recognizes the right of an employee to self-organization and the right to form, join, or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All Respondents shall provide working conditions for services of a similar character in a similar locality in which the services are performed.



A responsible Contractor is a person or firm which has the capacity, in all respects, to fully perform the Contract requirements, and which has the integrity and reliability which will assume good faith performance of those requirements.

2.24 REASSIGNMENT, DISCIPLINE, OR DISCHARGE OF CONTRACTOR EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees of the Contractor, as the County may deem necessary. Reasons for this request may include, but are not limited to: incompetence, carelessness, and/or disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal of the employee from Contractor's service but represents a request for the individual to be removed from providing services under the County's Contract.

Any employee of the Contractor whose employment or performance is objectionable to the County shall be immediately removed from the Contract. A request by the County to remove 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.

2.25 AUTHORIZATION TO SUBCONTRACT

The Contractor is not permitted to utilize subcontractors to provide services under this RFP. Compliance with Regulations and Laws

3 PREPARING AND SUBMITTING A PROPOSAL

3.1 GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County is utilizing Competitive Negotiation, or the Request for Proposal ("RFP") process to select a Contractor to provide Guardian ad Litem services for the Children's and the Family Court Divisions. This process bases the Contract award on the County's evaluation of experience, ability, resources, and other pertinent factors of the Respondent in conjunction with proposed fees and costs.

3.2 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by any Respondents in preparing and submitting a Proposal, nor for any cost associated with meetings



and evaluations of Proposals prior to execution of the Contract. This includes any legal fees for work performed or representation by Respondent’s legal counsel, or any costs pertaining to an appeal or administrative review process, during any and all phases of the RFP process and prior to County Board and County Executive approval of a Contract award.

3.3 SUBMITTING A PROPOSAL

Please follow these instructions to submit proposal via the County’s Bonfire Public Portal.

3.3.1 Proposal Materials

Prepare your Proposal materials. Be sure to include all requested information listed in the chart below.

Requested Documents

Name	Type	# Files	Requirement
Attachment A- Vendor Information Sheet	File Type: PDF (.pdf)	1	Required
Attachment B – Proposal Response Cover Sheet	File Type: PDF (.pdf)	1	Required
Attachment C - Cost/Budget Proposal Response	File Type: Any (.pdf, .xls, .xlsx, .ppt, .doc, .docx, .dot, .dotx, xlsx, .xltx, xltm)	1	Required
Attachment D - Proprietary Information Disclosure Form	File Type: PDF (.pdf)	1	Required
Attachment E - Conflict of Interest Stipulation	File Type: PDF (.pdf)	1	Required
Attachment F - EEOC Compliance Form	File Type: PDF (.pdf)	1	Required



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Name	Type	# Files	Requirement
Attachment G - Certification Regarding Debarment or Suspension	File Type: PDF (.pdf)	1	Required
Attachment H: Targeted Business Enterprise Forms	File Type: PDF (.pdf)	1	Required
Attachment I: Insurance and Indemnity Acknowledgement Form	File Type: PDF (.pdf)	1	Required
Attachment J – Question Form	File Type: PDF (.pdf)	1	Optional
Attachment K - Sworn Statement of Respondent	File Type: PDF (.pdf)	1	Required
Additional Information	File Type: Any (.pdf, .xls, .xlsx, .ppt, .doc, .docx, .dot, .dotx, xlsx, .xltx, xltm).	1	Optional

Please note the type and number of files allowed. The maximum upload file size is 100 MB. Please do not embed any documents within your uploaded files, as they will not be accessible and will not be evaluated.

3.3.2 Submitting Proposal Materials

Please submit your Proposal materials at:

<https://countymilwaukee.bonfirehub.com/opportunities/XXXX>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of September 7, **2018 3:00 PM CST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



3.3.3 Important Notes

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

3.3.4 Need Help?

Milwaukee County uses a Bonfire portal for accepting and evaluating Proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

4 PROPOSAL AND AWARD PROCESS

4.1 PRELIMINARY EVALUATION

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

4.2 PROPOSAL SCORING

An Evaluation Committee will be established by Milwaukee County to evaluate all responsive Proposals and to make a recommendation. A Respondent may not contact any member of an Evaluation Committee by any means, except at the RFP Administrator's direction. Reference the [Section 2.6: Questions](#) for additional information.

These Proposals will be reviewed by an Evaluation Committee and scored against the criteria outlined in [Section 4.3: Evaluation Criteria](#).

4.2.1 Proposal Response Scoring

Each Proposal will be evaluated and scored based on technical requirements. The Evaluation Committee shall conduct its evaluation of the technical merit of the all Respondents' responsive Proposals. The process involves applying the evaluation criteria and the associated weighting as outlined in the RFP to assess each Proposal Response.



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The criteria that will be used by the Evaluation Committee for the evaluation of the Proposal Response are outlined in [Section 4.3: Evaluation Criteria](#).

The Evaluation Committee's scoring will be tabulated and Proposals ranked based on the total numerical scores.

4.2.2 Cost/Budget Proposal Scoring

Each Proposal will also be evaluated and scored based on its Cost/Budget Proposal. The Evaluation Committee shall conduct its evaluation of the overall value of the cost/budget model in all Respondents' responsive Proposals. Each Cost/Budget Proposal will be assigned a weighted score based on the overall best value to the County. The Cost/Budget Proposal score will be tabulated with the Proposal Response scores to come to a final ranking for each Respondent's Proposal based on the total numerical scores. The criteria that will be used by the Evaluation Committee for the evaluation of this RFP are outlined in [Section 4.3: Evaluation Criteria](#).

4.2.3 Contract Award

Following final evaluation, the Evaluation Committee will advise Milwaukee County's Chief Judge regarding the Proposal selected by the Committee. The award of the Contract, if made, shall be with an organization whose Proposal provides the best value to the County and otherwise found to be in the best interest of the children in Milwaukee County. The 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 Contract award, up to and through final action of the County Board of Supervisors and the County Executive.

4.3 EVALUATION CRITERIA

4.3.1 Criteria Overview

The Evaluation Committee will use the following criteria to evaluate each RFP response. The weights specify the percentage value for criterion.

RFP EVALUATION CRITERIA

Proposal Area	Criteria Scored	Weight
Proposal Response	Experience & Credentials Minimum Years of Experience Credentials & Narrative Administrative Availability	15 pts
	County's Administrative Cost	10 pts
	Proposed Program	15 pts
	Staff Skills, Qualifications & Experience	15 pts
	Reporting and Evaluation	15 pts



	Capacity to Meet Program Requirements	15 pts
Cost/Budget Proposal	Cost of Program/Budget	15 pts
TOTAL SCORE		<u> </u> /100

4.3.2 Response Guidelines

Each question in [Section 5: Proposal Response](#), and [Section 6: Cost/Proposal](#) should be re-typed in your Proposal, with your answer immediately following. Questions should be in the same font, format, and order as they appear in the corresponding Section. Responses should be brief, direct, and address all sub-questions. Please do not reference any pre-printed materials. Responses should reflect your experience, your organizational structure, and your organizational capabilities as they currently exist. Any questions requesting statistics should be answered with actual statistics; use of anticipated or target statistics is not permitted.

4.3.3 Exceptions

Respondents must review the RFP in its entirety and indicate any exceptions taken to requirements defined in the RFP. If exceptions are taken, Respondents must cite the paragraph involved, the exception taken, and state alternate language acceptable to the Respondent. Alternative language is subject to negotiation and approval. Any and all exceptions must be stated in the Proposal. Exceptions taken following submission of a Proposal will not be considered. Material exceptions taken following submission of a Proposal may be cause for a finding of non-responsibility of the Respondent, and removal from consideration for this opportunity.

4.4 RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The County reserves the right to reject any and all Proposals. Additionally, the County reserves the right to negotiate the terms and conditions of the Contract with the selected Respondent, at its option.

4.5 INTENT TO AWARD

Following evaluation and scoring of all Proposals and prior to the issuance of an Intent to Award, the Evaluation Committee will submit a report with the results of the evaluation to the Chief Judge of the 1st Judicial District. Based on this report, the Combined Court Related Operations Services will issue an Intent to Award and all Respondents will be notified. Milwaukee County reserves the right to negotiate Contract terms and conditions following Intent to Award, as stated in [Section 4.4](#), above.

In the event that negotiations with the winning Respondent are unsuccessful, Milwaukee County reserves the right to proceed with Contract negotiations with the other responsive, responsible, high-scoring Respondents.



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Prior to execution of a final Contract and if required, the Chief Judge of the First Judicial District of the State of Wisconsin shall make a recommendation of award and request approval of the County Executive and the County Board of Supervisors. If final approval by the County Board of Supervisors and County Executive is required, the Contract will only be fully executed following receipt of such approval.

4.6 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 any Proposal will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions are typically not accepted. However, when accepted, it is the Respondent'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 Respondent 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 D – Proprietary Information Disclosure). If the Respondent so designates any such information as confidential, it must upload a version of its Proposal with all such identified information redacted. Confidential information must be labeled as such. Costs (pricing) always become 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 Proposal submitted. Milwaukee County has the sole right to determine whether designations made by a Respondent qualify as trade secrets under the Wisconsin public records law.

Provisions of Milwaukee County General Ordinances (MCGO) Chapter 32.47 apply to the release of information. Chapter 32.47 governs disclosure and use of information before award. After receipt of Proposals, none of the information contained in them or concerning the number or identity of Respondents shall be made available to the public or to anyone in county government. During the pre-award or pre-acceptance period of a negotiated procurement, only the procurement director or his or her designee, and other specifically authorized shall transmit technical or other information and conduct discussions with prospective vendors. Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others. However, general information that is



not prejudicial to others may be furnished upon request. Prospective vendors may place restrictions on the disclosure and use of data in Proposals. The procurement director or his or her designee shall not exclude Proposals from consideration merely because they restrict disclosure and use of data, nor shall they be prejudiced by that restriction. The portions of the Proposal that are so restricted (except for information that is also obtained from another source without restriction, or information required to be disclosed to county auditors) shall be used only for evaluation and shall not be disclosed outside the county without the permission of the Respondent.

4.7 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 invoice.

Any bidder, Respondent, 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 subcontractor or other parties performing work on the 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 subcontractor or other parties understand and will comply with the terms and responsibilities.

4.8 APPEAL

Protests and appeals related to this RFP are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 32. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee_County.

5 PROPOSAL RESPONSE

The Proposal Response shall convey an understanding of the scope of services required. Through its Proposal, the Respondent offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.**

RFP submission must address, at a minimum, the requests enumerated below. Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2...).



5.1 EXPERIENCE AND CREDENTIALS

Describe your Agency's experience in serving children throughout Milwaukee County.

Describe your Agency's experience working within the child welfare system. Outline experience working with judges, court commissioners, prosecutors, defense attorneys, child welfare staff, human service workers and other professionals within the child welfare and delinquency system. Describe your Agency's work coordinating services and collaborating with other community providers.

Describe your Agency's experience working within the Family Court. Outline experience working with judges, court commissioners, child support enforcement personnel, mediators and self represented litigants.

Attach a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.

Read all County Contract terms and conditions as identified in Attachment J: Sample Contract. If you agree to all terms and conditions, including the Milwaukee County Code of Ethics, insurance requirements, compliance with laws, minimum wage requirements, and other terms, Please answer this question by stating "our organization agrees to all terms and conditions as stated." If you are requesting any exceptions to any terms and conditions contained in the sample Contract, identify each term or condition you are requesting an exception to, and indicate your proposed language.

5.2 TRANSITION PLAN IMPLEMENTATION

If a case transition plan is required the Agency currently under contract along with the Judiciary and the Judicial Operations Manager will develop a case transfer plan prior to the execution of a contract to assure representation of all children under the court's jurisdiction.

5.3 PROPOSED PROGRAM

5.3.1 Mission and Goals

Briefly describe your Agency's overall purpose and the desired outcomes for your clients. Provide your Agency's mission statement and the goals of your Agency.

5.3.2 Service Delivery Plan

- A. Describe your experience and qualifications to provide GAL services.
- B. Describe your ability to meet the requirements set forth in this RFP.
- C. Describe how your Agency will assure that each GAL meets the requirements outline in this RFP.

5.3.3 Staffing Plan



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- A. Describe your Agency's staffing plan to meet the GAL program requirements. Include title of each position, a job description and time devoted to the proposed program. Include an organization chart showing staff lines of authority.
- B. Indicate qualifications that will be required of staff including minimum requirements.
- C. Include a staff orientation and training plan. Include plan for ongoing staff training and development.
- D. Describe the case assignment process.
- E. Describe the evaluation process of attorney performance and how you will elicit input from case managers and judiciary on individual attorney performance.
- F. Describe your proposed strategy for developing and maintaining cultural competence. Please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting cultural competence. Identify specific actions taken by your Agency during the previous year, if any, geared toward increasing Board and/or Staff diversity.
- G. The Respondent must provide a detailed plan for the allocation and assignment of cases to its individual GALs and the number of cases and GALs and any supervisory personnel charged with management of this plan. Such a plan shall be in accordance with acceptable national standards for caseload management and supervision.
- H. The Respondent must detail the number of GALs to be employed, or persons who may otherwise offer their services, along with the necessary administrative and other support personnel including attorneys. The bidder must detail the number of cases in which it will accept appointment and the reasons why, and the circumstances under which it will not accept appointment as GAL under the terms of the contract. Any plan for caseload management based upon national standards shall be included. Standards for determining conflict of interest shall also be specified and included.

5.4 INSPECTIONS, AUDITS, AND REPORTING

Inspections, audits, and reporting will be required under this RFP as follows:

The Contractor will be responsible for communicating directly with the County on reports, complaints, requests, and modifications to services, as needed.

Contractor will abide by all terms and conditions regarding inspections, audits, and reporting contained in the sample agreements.

Additionally, the Contractor will make available upon the County's request proof of insurance and other such reports or documents as may be needed.



Provide a statement certifying that you have read and agree to abide by the above. In addition, please provide a written narrative indicating how you intend to comply.

5.5 No EXCEPTIONS TO RFP

Respondent is advised that exceptions to any terms and conditions contained in this RFP or the Contract must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Respondent takes exception to any language to this RFP package.

6 COST/BUDGET PROPOSAL

Respondents must submit a budget for the proposed services for a two year contract with up to a one year renewal. The budget must be comprehensive for the proposed services, and must include implementation, ongoing costs, and termination costs, if any. In the pricing model, the following should be considered:

Costs not identified in the cost/budget proposal will not be entertained during contract negotiations.

6.1 COST/BUDGET PROPOSAL NARRATIVE

The Respondent should provide a narrative in support of each Cost/Budget Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Proposal.

Provide the annual cost for GAL services and total cost for the projected two-year contract period (with a potential one-year extension). 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 Agency'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 and fringe benefits.

Supplies-List items by type (e.g., office supplies, equipment, postage, software, books, bus tickets, etc.) and show basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the business.

Travel/Training-List all travel and/or training costs necessary for the proposed GAL services. Itemize travel/training expenses of 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.



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Describe your Agency's current funding sources and/or plans for obtaining other funding needed to provide GAL services.

7 APPENDIX

This Section includes the following Attachments:

- Attachment A: Vendor Information Sheet
- Attachment B: Proposal Response Cover Sheet
- Attachment C: Cost/Budget Proposal Cover Sheet
- Attachment D: Proprietary Information Disclosure Form
- Attachment E: Conflict of Interest Stipulation
- Attachment F: EEOC Compliance Form
- Attachment G: Certification Regarding Debarment or Suspension
- Attachment H: Targeted Business Enterprise Utilization Form
- Attachment I: Insurance and Indemnity Acknowledgement Form
- Attachment J: Sample Contract
- Attachment K: Question Form
- Attachment L: Sworn Statement of Respondent



VENDOR INFORMATION SHEET

This form must be completed and submitted with the Proposal. It is intended to provide the County with information regarding the proposing vendor's name and address and to identify the specific person(s) responsible for preparation of the vendor's response. Each proposing vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

Vendor Response Prepared By:

Name: _____

Title: _____

Date: _____

Signature: _____



PROPOSAL RESPONSE COVER SHEET

Sign and Submit with Proposal

In submitting and signing this Proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this Proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this Proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, costs, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal in order to evaluate and compare all responses to **RFP # 7323 Guardian ad Litem Services.**

Proposing Vendor Name: _____

Representative Name: _____

Representative Title: _____

Signature: _____

Date: _____



COST/BUDGET PROPOSAL COVER SHEET

Sign and Submit with Proposal

In submitting and signing this Proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this Proposal has not knowingly been disclosed prior to the opening of the Proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this Proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this Proposal in order to evaluate and compare all responses to **RFP # 7323 Guardian ad Litem Services.**

Proposing Vendor Name: _____

Representative Name: _____

Representative Title: _____

Signature: _____

Date: _____



ATTACHMENT D

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this Proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.



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Failure to include this form in the Request for Proposal may mean that all information provided as part of the Proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the Proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Proposing Vendor Name:

Authorized Representative:

Title:

Signature:

Date:



CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a Proposal in response to this RFP must disclose if any Milwaukee County employee, agent, or representative, or an immediate family member of any Milwaukee County employee, agent, or representative is also an owner, officer, employee, agent, or representative of the organization submitting the Proposal. For purposes of this Stipulation, "immediate family member" means an individual's spouse, parents, children, grandparents, aunts, uncles, brothers, sisters, and the spouse of any parent, grandparent, child, aunt, uncle, brother or sister. If you are unsure whether the individual qualifies as an "immediate family member," Please answer "YES" and provide the individual's name and relationship to a County employee below.

Please answer below either **YES** or **NO**.

Is any Milwaukee County employee, agent, or representative also an owner, officer, employee, agent or representative of your organization?

YES

NO

If the answer to the question above is YES, identify the individual's name, the individual's position with Milwaukee County, and the individual's role in your organization.

Employee Name:	
Employee Position:	
Role in Respondent's Organization:	

Is the immediate family member of any Milwaukee County employee, agent, or representative also an owner, officer, employee, agent, or representative of your organization?

YES

NO



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If the answer to the question above is YES, provide the individual's name, the individual's role in your organization, the individual's relationship to the County employee, the County employee's name, and the County employee's position with Milwaukee County.

Name:	
Role in Respondent's Organization:	
Relationship to County Employee:	
County Employee's Name:	
County Employee's Position:	

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below.

Proposing Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____



EEOC COMPLIANCE

2018 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this Contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, 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 to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the Contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



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CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the 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 preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractor

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of Contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of Contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee



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County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that it has the following total number of employees in its workforce: _____.

Executed this _____ day of _____, 2018

Firm Name: _____

Address: _____

Representative: _____
(Signature/Title)



CERTIFICATION REGARDING DISBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Proposing Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____



ATTACHMENT H

TARGETED BUSINESS ENTERPRISE UTILIZATION FORM

Targeted Business Enterprise (TBE): A for-profit small business that is Minority- or women-owned business certified with the State of Wisconsin Department of Administration (DOA), Disadvantage Business Enterprise (DBE) certified with the Wisconsin UCP, or registered as small business enterprise in the SBA SAM registry.

Please follow the links below to access Directories of firms eligible for credit:

Firm Certification	Link
DBE	http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx
MBE and WBE	http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx
Milwaukee County SBE	https://mke.diversitycompliance.com/Default.aspx
SAM Directory for Federal SBE	https://www.sam.gov/portal/SAM/#1

The undersigned hereby agrees to the following:

CONTRACT ADJUSTMENTS: The successful Respondent will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

WRITTEN CONTRACTS WITH TBE: The County requires that the successful Respondent enter into contract with its TBE(s), directly or through subcontractors. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

SUBSTITUTIONS, TBE SUBCONTRACTING WORK: The successful Respondent must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The “right to correct” must be afforded any TBE objecting to substitution/termination for less than good cause



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as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project.

TBE UTILIZATION REPORTS: The successful Respondent will enter payments to subcontractors and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, Please contact:

414.278.4751 or cbdpcompliance@milwaukeecountywi.gov

Proposing Vendor Name:

Authorized Representative:

Title:

Signature:

Date:



ATTACHMENT I

INSURANCE AND INDEMNITY ACKNOWLEDGEMENT FORM

Vendor has read, understands, and acknowledges all Liability clauses below, and must, at the time of Contract award provide to the County proof of all such clauses.

Indemnification:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney’s fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

Insurance:

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	\$1,000,000 Per Occurrence \$2,000,000 Aggregate



Completed Operations

Automobile Liability	\$1,000,000 Per Accident
Bodily Injury and Property Damage	
All Autos	
Professional Liability	\$5,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General and Automobile 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.



SAMPLE CONTRACT

**Milwaukee County Clerk of Circuit Court
and _____
Professional Services Agreement**

This Agreement between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by the Clerk of Circuit Court and _____, (hereinafter "Contractor") is entered into on _____.

Contact Person:
Phone Number:
Email Address:
Federal ID Number:

SCOPE OF SERVICES

Contractor shall provide legal representation to indigent minors in Milwaukee County Circuit Court branches as duly appointed guardians ad litem. The staff for this representation shall be sufficient to provide services to _____ cases on an annual basis and outlined in Addendum A.

STAFFING

Contractor shall provide, at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. Staff levels shall be sufficient to provide the required services and may include investigative social workers and support staff. The use of Master of Social Worker degreed individuals is a preferred practice for investigative work if the assigned attorney is not completing the investigation. The Agency and its personnel shall comply with all federal, state and local laws and regulations and shall maintain in good standing all licenses and certifications relating to the services provided.

OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY

Milwaukee County provides limited office space for the Contractor, as may be available, heat, light, maintenance, and janitorial services at the Vel R. Phillips Juvenile Justice Center. In addition, Milwaukee County provides computers for the Contractor located at



the Vel R. Phillips Juvenile Justice Center. Milwaukee County does not provide office space nor computers for the Contractor at the Milwaukee County Courthouse.

DATES OF PERFORMANCE

The Agreement period is from _____, with a one year possible extension. Continuance of the Agreement, however, beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of this Agreement due to lack of appropriations shall be without penalty.

COMPENSATION

Contractor shall be compensated based on the invoices provided. The total compensation to Contractor for court appointed guardian ad litem services for _____ cases annually shall be _____ in _____, \$_____ in _____, and \$_____ in _____(including expenses for travel, mileage, parking, document preparation and distribution, etc.). The Payment for _____ cases shall be provided in twelve equal monthly installments based on the annual contract.

The Contractor may elect to accept guardian ad litem appointments from the Milwaukee County Circuit Court in more than the required _____ cases. In the event that such additional cases are accepted by the Contractor, Milwaukee County shall pay the Contractor for each case in the amount of \$_____ for cases in excess of _____ accepted in calendar year _____, \$_____ for cases accepted in calendar year _____, and \$_____ for cases accepted in calendar year _____.

The State of Wisconsin Prompt Pay Law, Section 66.285 does not apply to this Agreement. As a matter of practice, the County attempts to pay all invoices within 30 days. If no dispute arises, and an invoice has not been paid within 60 days after it has been received by the County, the Contractor may file a claim for a 1% (annual rate) penalty on amounts not paid after the 60th day.

CASE LEVELS

In the event the County and the Contractor determine, based on statistical data or actual case numbers provided to the County under Sec. 7 and pursuant to Section 5, that the Contractor is unlikely to accept the _____ cases annually required by this Agreement, the County may prorate the monthly payments required by Sec. 5, so that the total of the payments corresponds to the fraction of cases accepted as compared to the case levels set forth in Sec. 5. If, at the end of this contractual term, the Contractor has accepted payments that exceed the multiplied product of the number of cases accepted times the average cost per case provided herein for the applicable calendar year, it shall refund to the County the amount that exceeds this product.



BILLINGS/INVOICES

Billings/Invoices shall be sent to:

The Milwaukee County Clerk of Circuit Court
901 N 9th Street, Room 104
Milwaukee, WI 53233

The Monthly billings/invoices summary shall include:

- E. Case number
- F. Billing Event (PPRH, Extension, etc.)

AUDIT AND INSPECTION OF RECORDS

For a period up to three years after completion of the Agreement, Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit records of Contractor related to this Agreement. Contractor must obtain prior written Milwaukee County approval for all subcontractors and/or associates to be used in performing any of the obligations described in this Agreement. There must be a written contractual agreement between the Prime Contractor and its County-approved subcontractors and/or associates which binds the subcontractor to the same audit Agreement terms and conditions as the Prime Contractor.

INDEMNITY

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the 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, discrimination and civil rights actions, caused by any wrongful, intentional or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

In accordance with applicable laws, the County shall be responsible for defending and paying judgments on behalf of its officers, employees and agents for any claims that may arise out of County's negligence.

INSURANCE

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 Referral to Additional Provision A.1.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General and Automobile 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/technology errors & omissions 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.



COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

PROFESSIONAL LIABILITY – ADDITIONAL PROVISIONS

The Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors and omissions for contractors, 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 the County Risk Manager and Insurance as may be requested to obtain approval of coverages as respects this section.

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

The Contractor shall certify and make available loss information from any insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the Owner of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence of claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Risk Manager and Insurance. Approval shall be given in writing of any acceptable deviations or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood and agreed that the Contractor will obtain information on the professional liability coverages of all sub-contractors and/or sub-contractors in the same form as specified above for review of the OWNER.

TERMINATION BY COUNTY FOR VIOLATION BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice of termination, specifying the alleged violations and the effective date of termination. This Agreement shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the second day of such notice. In the event of the termination of this Agreement, Contractor will be paid for the work completed in accordance with the terms



of this Agreement and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Agreement.

UNRESTRICTED RIGHT OF TERMINATION

County further reserves the right to terminate this Contract at any time for any reason by providing Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. 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 monies required for the completion of this Agreement.

Contractor reserves the right to terminate this Contract at any time for any reason by providing the County ninety (90) days written notice by Certified Mail of such termination. In the event of termination, Contractor will wind down its activities hereunder as mutually agreed to, and will cooperate with the County to ensure an orderly transition of services. The County shall pay Contractor for all work completed through the date of termination, in accordance with the terms of this Agreement.

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement 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 Agreement, 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.

SUBCONTRACTS

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

ASSIGNMENT LIMITATION

This Agreement 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.

PROHIBITED PRACTICES

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

CONFLICT OF TERMS



If there is a conflict between any term contained in this Exhibit B [Milwaukee County Standard Terms and Conditions] and any other term or condition contained in this Agreement or any of its Exhibits, then the terms and conditions of this Exhibit B [Milwaukee County Standard Terms and Conditions] shall prevail and shall be given full force and effect.

MISCELLANEOUS

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

Public Records. Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement."

TECHNOLOGY POLICY

Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy which prohibits the inappropriate use of County-provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

CODE OF ETHICS

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part: "No person may offer to give to any County Officer or employee or



his/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby.”

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

TAXES

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

AFFIRMATIVE ACTION / NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which 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 division as of the contractor’s workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment in violation of any federal or state anti-discrimination law or regulation 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 County setting forth the provisions of this non-discrimination clause. A violation of this provision shall be sufficient cause for the County to terminate this Contract without liability for the uncompleted portion of the Contract or for any materials or services purchased or paid for by the Contractor for use in completing the Contract.



Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Exhibit B and made a part of this Contract. 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 underutilized and underrepresented. 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.

After receiving notice of a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section (from whatever source), Contractor shall take all action necessary to halt the violation, as well as such action as may be necessary to correct any injustice to any person adversely affected by the violation and shall immediately take steps to prevent further violations.

If, after receiving notice of a violation of this section, further violations of this section are committed during the term of the Contract, County may terminate this Contract without liability for the uncompleted portion of 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 by County.

AMERICANS WITH DISABILITIES ACT

Contractor agrees to comply with the nondiscrimination requirements of Title II and III and other provisions of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended and currently cited as 42 USC 12101, et seq.

OWNERSHIP OF DATA

Upon completion of the work described in this Agreement or upon termination of the Agreement it is understood by the parties that all files to carry out this Agreement shall be provided to and become the exclusive property of the County. All reports, information, and data given to or prepared or assembled by Contractor under this Agreement shall not be made available to any individual or organization by Contractor without the prior written approval of County.

NOTICES



Notices to County required by this Agreement shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to:

Liz Finn Gorski, Judicial Operations Manager
Milwaukee County Children’s Court
VRPJJC
10201 Watertown Plank Road
Wauwatosa, WI 53226

Notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to:

Or, such other respective addresses as the parties may designate to each other in writing from time to time.

MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereunder in compliance with all applicable state, local, or federal laws, rules, regulations and orders.

AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the day, month and year first above written.

CONTRACTOR:

Date

Risk Management Date

Community Business Development Date

Approved for Execution, Corporation Council Date

Clerk of Circuit Court Date

Comptroller Scott Manske Date

County Executive Chris Abele Date

Approved as to Wis. Stats. Sec. 59.42 Date

ATTACHMENT K



QUESTION FORM

Date: _____ Respondent : _____

Telephone #: _____ Email address: _____

(One question per form)

Question: _____

Please complete and return this form by 4:00 p.m. Friday, August 10, 2018

Liz Finn Gorski
Judicial Operations Manager
VRPJJC
10201 Watertown Plank Road
Wauwatosa, WI 53226
Phone: 414-454-4189
Email: elizabeth.finn-gorski@wicourts.gov



SWORN STATEMENT OF RESPONDENT

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Respondent, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through Milwaukee County, in detail before submitting this Proposal.
- I have indicated review, understanding and acceptance of the RFP.
- I certify that all statements within this Proposal are made on behalf of the Respondent identified above.
- I have full authority to make such statements and to submit this Proposal as the duly recognized representative of the Respondent.
- I further stipulate that the said statements contained within this Proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public, _____ County

State of _____

My commission expires _____.