

**Milwaukee County**  
**Department of Combined Court**  
**Related Operations**

**Request for Proposals**  
**#6484**

**Milwaukee County Drug Treatment Court**  
**Coordinator**

**Issue Date: October 16, 2009**  
**Response Due: November 6, 2009 3:00 p.m.**

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**ATTACHMENT A** Sample Contract

**SECTION 1.0      APPLICATION**

**MILWAUKEE COUNTY DRUG COURT COORDINATOR  
RFP APPLICATION**

**General Information**

**Applicant** \_\_\_\_\_

**Agency Director** \_\_\_\_\_ **Telephone:** (    ) \_\_\_\_\_

**Fax Number:** (    ) \_\_\_\_\_

**Address** \_\_\_\_\_

**Fiscal Officer** \_\_\_\_\_ **Telephone:** (    ) \_\_\_\_\_

**Person Responsible for Application** \_\_\_\_\_

**Telephone:** (    ) \_\_\_\_\_ **Fax Number:** (    ) \_\_\_\_\_

## SECTION 2.0

## INTRODUCTION TO AND PURPOSE OF PROPOSAL

**2.1** In November 2007, Milwaukee County began the planning process for implementation of a drug treatment court. A planning team consisting of a judge, prosecutor, public defender, court administration, community corrections, law enforcement, public sector treatment system and the local university attended the Drug Court Planning Initiative Training to develop a local process and model. The mission and goals of the Milwaukee County Drug Treatment Court are as follows:

### **A. Mission Statement**

The mission of the Milwaukee County Drug Treatment Court is to enhance public safety through the reduction of recidivism by coordinating effective and accountable substance abuse treatment and supportive services for offenders with substance abuse problems.

### **B. Goals**

The Milwaukee County Drug Treatment Court has the following primary goals:

1. Reduce recidivism among drug using defendants;
2. Provide an effective and accountable community-based alternative to incarceration;
3. Improve public safety;
4. Effectively manage limited criminal justice system resources.

In early 2009, the County submitted an application to the Bureau of Justice Assistance for an implementation grant. On July 17, 2009, Milwaukee County received notice from the Office of Justice Programs that the County's application for federal funding under the Bureau of Justice Assistance FY 2009 Drug Court Discretionary Program had been approved. This is a three-year, \$349,995 drug court implementation grant effective September 1, 2009-August 30, 2012.

A portion of this funding is to be utilized to hire 1.0 FTE Drug Treatment Court Coordinator for the project period. This is a 100% grant funded, contracted position.

**2.2** The Chief Judge, District Court Administrator (DCA), Clerk of Circuit Court and Judicial Review Coordinator are responsible for managing and monitoring the Milwaukee County Drug Treatment Court.

The purpose of this Request for Proposals (RFP) is to contract with a qualified individual/agency/organization to provide drug court coordinating services (1.0 FTE position) for the Milwaukee County Drug Treatment Court (MCDTC) as described below. The individual/agency/organization selected will work cooperatively with the Chief Judge, Judiciary, DCA, Clerk of Circuit Court, Judicial Review Coordinator and all agencies identified to provide these services in the MCDTC.

**2.3** All proposals shall be submitted in accordance with all requirements and specifications included in the Request for Proposals.

**2.4** Vendors are responsible for all costs incurred related to the specific service outlined in the proposal submitted, except as specifically noted in this request.

**2.5** The selected vendor will be required to sign a "Professional Services Contract". The term of said contract will be from January 1, 2009-August 30, 2012 subject to continued appropriation of funding by the Bureau of Justice Assistance and approval of the Milwaukee County Board of Supervisors.

**SECTION 3.0      SCHEDULE OF EVENTS**

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
<b>RFP Issued</b>	<b>October 16, 2009</b>
<b>Questions Due</b>	<b>October 20, 2009</b>
<b>Answer Questions</b>	<b>October 22, 2009</b>
<b>Deadline for Receipt of Proposals</b>	<b>November 6, 2009</b>
<b>Evaluation &amp; Selection Process</b>	<b>November 9-13 2009</b>
<b>Notification of Intent to Award</b>	<b>November 13, 2009*</b>
<b>Report to Judiciary, Safety, and General Services Committee</b>	<b>December 3, 2009</b>
<b>Report to Finance Committee</b>	<b>December 10, 2009</b>
<b>Full County Board Vote</b>	<b>December 17, 2009</b>
<b>Finalize Contract</b>	<b>December 18, 2009</b>

**\*Award contingent on County Board Approval**

## **SECTION 4.0            ESSENTIAL FUNCTIONS OF THE POSITION**

- 4.1 Plan, implement, administer and monitor the day-to-day activity of the MCDTC.
- 4.2 Responsible for scheduling and coordinating case staffings and hearings.
- 4.3 Serves on the MCDTC Team and as staff to the MCDTC Planning Team.
- 4.4 In conjunction with the Office of the Chief Judge, District Court Administrator and Judicial Review Coordinator, is responsible for budget preparation, expenditure reports and invoices with respect to grant funds and all reporting requirements for grant and program management.
- 4.5 Maintains cooperative relationships with treatment agencies, community organizations, DOC and other agencies represented on the MCDTC Team.
- 4.6 Responsible for coordinating services for the MCDTC.
- 4.7 Develops, attends and participates in training, conferences, meetings and committees as a MCDTC representative.
- 4.8 Consults with Court Administration and the MCDTC Judge on a wide range of organizational and managerial issues, including but not limited to, MCDTC efficiency and internal and external quality control. Monitors and supervises program processes and operations while being responsible for program efficiency.
- 4.9 Facilitates community presentations, promotes team integrity, monitors quality assurance, develops program and meeting agendas, collects data and works closely with the MCDTC Team, program evaluator, MCDTC Judge, Milwaukee County Community Justice Council and Court Administration.
- 4.10 Responsible for ensuring program design, processes and services incorporate the ten key components of drug treatment courts.
- 4.11 Responsible for monitoring and reporting program activity and outcomes in accordance with all county and federal rules, regulations and grant requirements.
- 4.12 Responsible for ensuring the long-term sustainability of the MCDTC through identification of available grant funding and preparation of grant proposals.
- 4.13 Perform additional tasks and assignments as may be required in connection with the MCDTC operation.

## **SECTION 5.0            QUALIFICATIONS FOR DRUG COURT COORDINATOR**

- 5.1 **Education:** Minimum of a Bachelor's degree in Public or Court Administration, Criminal Justice, Sociology, Psychology, Social Work, Public Health or Health Administration or related field from an accredited university.

AND

**5.2 Experience (Preferred Qualifications):** At least two years of experience in court administration, criminal justice and/or chemical dependency assessment/treatment. Requires at least one year of working experience in a drug treatment court program. This position requires experience in project management, grant writing, drafting/analyzing bids for contracted services, budget monitoring, use of PC based spreadsheet applications and compiling information for statistical analysis.

**SECTION 6.0 VENDOR REQUIREMENTS**

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

**6.2 Insurance**

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

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

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

**6.3 Federal Tax Identification Number**

Vendor must provide Federal Tax Identification Number.

#### 6.4 Security

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

#### 6.5 Independent Contractor

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

#### 6.6 Non-Discrimination

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

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

1. The successful consultant/service provider shall comply with CFR 49 Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE<sup>\*</sup>) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. **Refer to Section 6.7 (8) for the specific DBE participation contract goal.**
2. The Community Business Development Partners (CBDP) Office of Milwaukee County is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing either of the following:
  - a. Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form; or
  - b. Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. . In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS form) and all relevant documentation to the CBDP office for its GFE determination within three (3) working days of notification of being the successful proposer.
3. The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR §26.53 and Appendix A to 49 CFR Part 26 which provides guidance regarding GFE). (Refer to Milwaukee County DBE Provisions governing GFE attached to this document.)

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

4. In the event the CBDP Office determines that the consultant/service provider has failed to meet the GFE requirements, the consultant/service provider is entitled to appeal this determination. The provisions of 49 CFR §26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP office of the failure to meet the GFE requirement. The request should be sent to:

CBDP Office  
City Campus, Room 830  
2711 West Wells Street  
Milwaukee, WI 53208

5. Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet **(DBD-002PS form)**.
6. When evaluating a contractor's proposed DBE commitment (DBD-014PS form), Milwaukee County reserves the right to request any documentation from both the prime consultant and the listed DBE subcontractors. If the information requested is not submitted by the contractor within the time specified for such submission, Milwaukee County may award the contract to the next lowest responsive, responsible proposer. The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office. These shall include, but not be limited to, Milwaukee County Commitment to Subcontract with DBE Firms form, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein will result in disqualification of proposal, delay of payments, or other sanctions deemed appropriate by the County, including those listed under Section (7), below.
7. When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:
  - a. Terminate or cancel the contract, in whole or in part.
  - b. Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three (3) years.
  - c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal,
  - d. where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
  - e. If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider as determined under Section 4, above, the parties agree that the proper measure of damages
  - f. for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The county may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal.  
If insufficient funds remain in the contract account to compensate the county up to that amount, Milwaukee County may bring suit to recover damages up to the amount of

unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.

8. **DBE Participation Goal:** Each prime consultant/service provider shall utilize DBE firms to a minimum of (TO BE DETERMINED) of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of addendum, etc. shall be expected to increase DBE participation proportionally.
9. Consultant/service providers should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission will be counted toward the goal.

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

- a. Name(s) of DBE(s) firm(s) being considered for utilization.
  - b. Description of services that will be provided by the DBE(s).
  - c. Percentage of the work assigned to the DBE(s). Also, include dollar amount.
10. Only DBEs that have been certified by Milwaukee County's Community Business Development Partners (CBDP), Certification Section, prior to the proposal due date may be listed on the "Commitment to Subcontract with DBE Firms" form and counted towards the DBE requirements on this project. In order to identify any certified DBE firms, and prevent any delay or disqualification of your proposal, refer to the Directory issued by **CBDP**. **The directory can be viewed at [www.milwaukeecounty.org](http://www.milwaukeecounty.org), do a search for "vendor", scroll down and double click on "Certified Vendor List"**. If you need additional assistance, contact the CBDP Office at (414) 278-5248.
  11. For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5248.
  12. Prime consultant/service provider shall count towards the DBE requirement and be credited one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm.  
The Director of the CBDP Office through the application of 49 CFR §26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
  13. Prime consultant/service provider is required to notify the CBDP office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBE firms.
  14. Listing a DBE on the Commitment to Subcontract to DBE Firms Form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firm(s) listed, and that it will use the listed firm(s). If awarded the

contract, the prime consultant/service provider will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.

15. Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.
16. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (**DBD-016PS form**) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
17. Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (**DBD-018PS form**) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
18. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

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

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

#### **6.9 Software and Hardware Standards**

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

### **6.10 Milwaukee County Pretrial Services Information System**

The MCDTC utilizes the web-enabled Milwaukee County Pretrial Services Information System/Database to record and deposit all required data, supervision and case management activity. This database is viewable at: [www.mcp.justice-2000.org](http://www.mcp.justice-2000.org). **User name: RFPUser Password: user**

### **6.11 Indemnity**

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

### **6.12 Code of Ethics**

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

## **SECTION 7.0 COMPENSATION, BILLING AND PAYMENT**

### **7.1 Contract Payment**

Vendor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulations of Milwaukee County. Vendor shall be paid 1/12<sup>th</sup> of the total contract amount each month.

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

### **7.2 Cost of Administration**

If an agency or organization is making an application, administrative costs may not exceed 12% of the total direct costs for services.

### **7.3 Monthly Billings**

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

- A. Name(s) of employee(s) assigned the program and the percentage of time dedicated to the program.
- B. Cost of personnel and fringe benefits.
- C. Cost of other expenditures with all invoices supporting expenditures and billing attached.
- D. Cost of administration.

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

#### **7.4 Space/Other**

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

#### **7.5 Modification/Termination/Extension of Contract**

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given at least 30-days notice. Should the Bureau of Justice Assistance terminate funding for this project, this contract shall also terminate.

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

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

### **SECTION 8.0      REPORTS**

Accountability will be ensured through regular reporting of program activities and outcomes to the Office of the Chief Judge and Bureau of Justice Assistance.

#### **8.1 Entry of Information and Data**

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

#### **8.2 County and Federal Reporting Requirements**

Vendor will insure that all required program activity is reported to the Office of the Chief Judge and the Bureau of Justice Assistance in a complete and timely manner.

### **SECTION 9.0      RFP FORMAT (Narrative)**

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

#### **9.1 Mission and Goals (Agency/Organization application)**

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

#### **9.2 Experience and Abilities (All applicants)**

- A. Identify individual who will be assigned to the position and attach a complete resume to the application.

- B. Describe relevant experience related to the essential functions of the position as outlined in Section 4 of this RFP.
- C. Describe qualifications relative to those outlined in Section 5 of this document.
- D. Document your plan for monitoring the day-to-day operation of the MCDTC program.
- E. Outline your method of establishing the trust and confidence of Milwaukee County and the judiciary as it relates to the services you are proposing to provide.
- F. Describe your experience in serving/working with the program population.
- G. Describe your experience working within the criminal justice system.  
Outline experience working with judges, court commissioners, prosecutors, defense attorneys, court proceedings, law enforcement and correctional staff. Describe your work coordinating services and collaborating with other community providers.
- H. Attach as Appendix A, your Tax Identification Number.
- I. If agency/organization application, attach as Appendix B, a list of current board members, including name, gender, ethnicity, address, office held, and the date their term of service expires.
- J. Describe your experience in meeting federal, state and county administrative requirements.
- K. Describe your organization's process for affirmative action and equal opportunity in hiring. Attach as Appendix C, your agency's Equal Employment Opportunity Certificate.
- L. Attach as Appendix D, your Certificate of Insurance.

### 9.3 Coordination Activities

- A. Outline procedures for notifying appropriate officials of any conditions or circumstances that place defendants in non-compliance status.
- B. Describe how your agency will report a defendant's status and progress in the program to the appropriate official.
- C. Describe current or proposed linkages with treatment and/or service providers that may serve defendants in the program.

### 9.4 Budget Information

Submit a budget and budget narrative. Include the following:

**Total Anticipated Expenses**-Provide the annual cost for provision of services. 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 and Bureau of Justice Assistance. Milwaukee County's sole financial obligation to the successful bidder is limited to the total cost for services expressed in the vendor's response to the RFP and rendered under the terms of the contract. Funds may not be used for consultants unless approved by the Chief Judge.

**Personnel**-List each position with annual salary, dollar amount for fringe benefits, and percentage of time to be devoted to the proposed program. Fringe benefits are limited to retirement, social security, life insurance, health insurance and unemployment compensation.

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

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

#### **9.5 Transition and Implementation Plan**

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

- A. A description of services the services to be provided by the MCDTC Coordinator.
- B. Collaboration/coordination of services with the MCDTC team, treatment and other service providers and agencies.

The description of the implementation plan must include:

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

#### **9.6 Sample Contract**

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

### **SECTION 10.0 PROPOSAL SUBMISSION AND EVALUATION**

**10.1** All proposals shall be submitted in accordance with the requirements and specifications included in the RFP. To be accepted, eleven (11) copies of the proposal, one original (with signatures), and ten (10) copies must be submitted. The following are the minimum requirements for proposal consideration and should be submitted in the following order:

1. Cover letter with original signature.
2. Completed RFP application.
3. Narrative proposal-addressing all questions in section nine (9).
4. Appendix A-Tax Identification Number
5. Appendix B-Current Board of Directors (Agency/Organization application)
6. Appendix C-Equal Employment Opportunity Certificate (Agency/Organization application)
7. Appendix D-Certificate of Insurance
8. Appendix E-Independent Financial Audit Report or Board of Directors Approved financial statement (Agency/Organization application)

- 10.2 All proposals submitted for the services requested by Milwaukee County should be complete and clearly worded and must convey all of the information requested in this RFP. If significant errors or omissions are found in the proposal or if the proposal fails to conform to the essential requirements, the proposal shall be considered non-responsive. Milwaukee County reserves the right to ask any or all vendors for additional information and/or for clarification of proposals.
- 10.3 All proposals must be typed on 8-1/2" x 11" white paper using 12 point font and be double spaced with one-inch (1") margins. Proposals must be bound using a binder and each section of the proposal should be tabbed and properly labeled.
- 10.4 Proposals must be valid for at least 150 days from the proposal submission deadline.
- 10.5 **Proposals must be received no later than 3:00 p.m. (C.D.T) on Friday, November 6, 2009 in the office of the:**

**Milwaukee County Clerk  
Milwaukee County Courthouse-Room 105  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233**

**It is strongly recommended that the proposal be delivered in person or sent certified mail, return receipt requested. On the outside of the mailing package, "MCDTC Coordinator RFP # 6484" must clearly appear.**

- 10.6 **Questions**  
If additional information is needed to interpret the specifications or requirements of this RFP, written questions will be accepted via e-mail. **ALL QUESTIONS MUST BE SUBMITTED TO: [HOLLY.SZABLEWSKI@WICOURTS.GOV](mailto:HOLLY.SZABLEWSKI@WICOURTS.GOV). QUESTIONS MUST BE RECEIVED NO LATER THAN 3:00 P.M. TUESDAY, OCTOBER 20, 2009.**
- 10.7 All proposals submitted will receive fair and impartial consideration. Vendors selected as finalists may be required to participate in a formal oral interview and/or site visit. A Professional Services Contract will be awarded to the vendor(s), determined by the Office of the Chief Judge, to offer the most beneficial and cost effective services and otherwise found to be in the best interest in Milwaukee County. Such determination shall consider:
  - Proposed Services 30 points
  - Qualifications/Experience/Administrative Ability 30 points
  - Cost of Services 25 points
  - Capacity to Meet Requirements 20 points
  - Transition/Implementation Plan 05 Points
- 10.8 Milwaukee County reserves the right to negotiate with selected vendor to arrive at a best and final offer.
- 10.9 All conditions and requirements of the RFP and the successful bidder's proposal shall become part of the professional services contract.

**Between**

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**MILWAUKEE COUNTY**

**AND**

**VENDOR**

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THIS CONTRACT, entered into by and between \_\_\_\_\_ (hereinafter called “Contractor”) incorporated under Wisconsin Statutes and Milwaukee County (hereinafter called the “County”) is for the purpose of providing coordinating services for the Milwaukee County Drug Treatment Court, as identified in the Scope of Services below:

**RECITALS**

WHEREAS, The Milwaukee County Circuit Courts desire to operate the Milwaukee County Drug Treatment Court (MCDTC); and

WHEREAS, On February 9, 2009 the Milwaukee County Circuit Courts submitted an application to the Bureau of Justice Assistance for a BJA FY 2009 Drug Court Discretionary Grant to support implementation of a drug treatment court; and

WHEREAS, On July 17, 2009 the Milwaukee County Circuit Courts received notice from the Office of Justice Programs of a three-year, \$349,995 grant award (GMS Award 2009-DC-BX-0041); and

WHEREAS, The above grant includes funding to hire 1.0 FTE Drug Treatment Court Coordinator; and

WHEREAS, On September 24, 2009 (File No. 09-354) the Milwaukee County Board of Supervisors approved receipt of the above grant funds; and

WHEREAS, THE CONTRACTOR represents self as being capable, experienced and fully qualified to undertake, perform and fulfill the services, obligations, and conditions of this Contract:

NOW, THEREFORE, the parties do mutually agree as follows:

**I. RETENTION OF SERVICES**

Milwaukee County hereby agrees to engage Contractor, and Contractor hereby agrees to perform all services under this Contract in accordance with its terms and conditions. Contractor agrees that time is of the essence for certain elements of this contract as established in the Scope of Services below, and will meet all deadlines and schedules as set forth.

## **II. GENERAL REQUIREMENTS**

Contractor is required to:

- A. Do, perform, and carry out in a professional, timely, and proper manner, all of the services specified by this Contract.
- B. Coordinate with the Chief Judge, or designee, and comply with the agreed time of schedules, work hours, and payment terms.

## **III. SCOPE OF SERVICES**

The contractor shall provide daily coordination and administrative services for the Milwaukee County Drug Treatment Court operation. (See Section 4 of the RFP for description of services/activities)

The Contractor shall provide all personnel and equipment required to perform services under this contract.

Except as provided herein, the Contractor shall determine the methods, procedures and personnel policies to be used in initiating and furnishing services. Such methods, procedures and personnel policies shall be written and will be provided to the Chief Judge or her designee within 60 days of acceptance of this contract.

## **IV. PROGRAM OUTCOMES**

(Insert expected program outcomes, measurement and evaluation plan)

## **V. DURATION OF CONTRACT**

The contract period shall be from January 1, 2010-August 30, 2012. This contract and any future contract/extensions are contingent upon continued provision of funding by the Bureau of Justice Assistance under GMS Grant Award 2009-DC-BX-0041 and County Board approval.

## **VI. COMPENSATION, BILLING AND PAYMENT**

Contractor shall be compensated for work performed in general accordance with the applicable rules, procedures and regulation of Milwaukee County. Total direct compensation to the Contractor shall not exceed \$\_\_\_\_\_. Administrative costs (if agency application) may not exceed 12% of the total direct costs for the program.

Contractor shall be paid for (1/12 of the total contract amount) on a monthly basis. Compensation for services required under this contract shall be contingent upon satisfactory performance of work as ascertained and/or reported to the Office of the Chief Judge. In the event of a dispute as to the services performed or compensation to be paid, the decision of the Chief Judge shall prevail.

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

- E. Name(s) of employee(s) assigned the program and the percentage of time dedicated to the program.
- F. Cost of personnel and fringe benefits.
- G. Cost of other expenditures with all invoices supporting expenditures and billing attached.
- H. Cost of administration.

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

## **VII. REPORTS**

(See Section 8 of RFP)

## **VIII. RIGHT OF REFUSAL**

The Contractor retains the right to refuse any defendant referred to the Contractor who is unsuitable for the program or poses a substantial risk to the Contractor.

## **IX. COUNTY RESPONSIBILITIES**

### **Space**

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

### **Network Connections**

Milwaukee County will provide access to the Criminal Justice Information System (CJIS).

## **X. MODIFICATION/EXTENSION/TERMINATION OF CONTRACT**

Milwaukee County and/or the Office of the Chief Judge reserves the right to modify any contract for services provided the vendor is given notice at least 30-days in advance of said modification. Should the Bureau of Justice Assistance terminate funding for this project, this contract shall also terminate.

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

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

## **XI. GENERAL CONDITIONS**

### **A. Access to Records/Audit & Open Records Law**

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

### **B. Software and hardware Specification**

(Insert language on compatibility between Contractor's network, hardware and software)

C. 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, 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. 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 of Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this agreement.

D. Insurance

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

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

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

Milwaukee County shall be named as additional insured, as interests may appear, and be afforded thirty (30)-day written notice of cancellation of renewal. A certificate indicating above coverage shall be submitted for review and approval by Milwaukee County for the duration of this agreement. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Milwaukee County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to Milwaukee County for approval prior to the commencement of activities under this contract.

E. Security

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

#### F. Non-Discrimination

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

#### G. Professional Service Contracts (D/M/WBE)

The Contractor shall comply with Milwaukee County Ordinance 42 and CFR Part 26 which have an overall goal of (TO BE DETERMINED) % participation of certified disadvantaged business enterprises (DBEs) on professional service contracts. In accordance with this, the Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific DBE participation goal for this project is (TO BE DETERMINED) %.

#### H. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Milwaukee County or its successors or assigns and Contractor or their successors or assigns. Neither Contractor nor Contractor's employees shall be deemed to be employees of Milwaukee County. Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required hereunder.

#### I. Code of Ethics

The Contractor 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 immediate family, or no county officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby.

IN WITNESS WHEREOF,

(CONTRACTOR) and MILWAUKEE COUNTY HAVE EXECUTED THIS CONTRACT EFFECTIVE JANUARY 1, 2010.

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Approved by Corporation Counsel

Reviewed by Risk Management

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Date

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Date

Chief Judge on behalf of Milwaukee  
County

(Contractor)

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Jeffrey A. Kremers

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Date

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Date

Clerk of Circuit Court

Reviewed by CBDP

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John Barrett

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Date

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Date