

CITY OF Milwaukee

REQUEST FOR ROPOSALS FOR:

**PROVIDING MUNICIPAL COURT REPRESENTATION IN
NON-CRIMINAL CASES**

RFP NO. 2017/ 92217



RFP DEADLINE ACCEPTANCE:
DATE: Friday, October 06, 2017
TIME: 2:00 PM (LOCAL)

PREPARED BY: STEVEN L. MAHAN,
GRANTS DIRECTOR

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ADVERTISEMENT FOR PROPOSALS

CITY OF MILWAUKEE, WISCONSIN
RFP NO. 2017/ 92217

Public notice is hereby given that the City of Milwaukee, Wisconsin, is accepting responses to a Request For Proposals (RFP) for the following:

**PROVIDE MUNICIPAL COURT REPRESENTATION IN
NON-CRIMINAL CASES**

As more particularly set out in the RFP, copies of which may be obtained from the City of Milwaukee Community Development Grants Administration, 200 East Wells Street, Room 606, Milwaukee, WI 53202. **Copies of the RFP may also be accessed at:**

<http://city.milwaukee.gov/CommunityDevelopment310.htm>

RFPs for such will be received at the CDGA office until **2:00 P.M. (LOCAL TIME) on Friday October 6, 2017**. Envelopes are to be sealed and plainly marked RFP NO. 2017/ 92217. **NO FAXED OR ELECTRONICALLY TRANSMITTED RFPs** nor RFPs submitted after the specified date and time will be considered, and will be returned unopened.

For information on this RFP, contact Steven L. Mahan, Grants Director, at 414-286-3647;
Email: steven.mahan@milwaukee.gov

CLASSIFIED LEGAL COLUMN:

Milwaukee Journal Sentinel Date: Wednesday, August 30, 2017 and Friday, September 22, 2017

I. GENERAL CONDITIONS
RFP NO. 2017/ 92217

The City of Milwaukee is inviting proposals to:

PROVIDE MUNICIPAL COURT REPRESENTATION IN NON-CRIMINAL CASES

Proposals will be received by the City of Milwaukee, City Hall, Community Development Grants Administration, 200 East Wells Street, Room 606, Milwaukee, WI 53202., on October 6, 2017 until 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted.

Proposals must be submitted in a sealed envelope.

Physical Address

City of Milwaukee
City Hall, Room 606
200 East Wells Street
Milwaukee, WI 53212

Mailing Address

City of Milwaukee
CDGA, Room 606
200 East Wells Street
Milwaukee, WI 53212

MAILING: Offerors are to note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the CDGA office.

COPIES: Please return one (1) original and five (5) copies of each proposal.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: For the purposes of this RFP, \$45,000 has been allocated for this pilot initiative.

NON-DISCRIMINATION: The City of Milwaukee does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, Offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the CDGA Office. For determination as to whether any representation made requires that an amendment be issued, contact the CDGA Office.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

NEGOTIATIONS: Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Milwaukee.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable
- 4.

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors' proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Milwaukee taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Milwaukee's designee shall negotiate a contract with the highest qualified Offeror at compensation determined by the City to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Milwaukee for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Milwaukee, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in the draft agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offeror's must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Milwaukee within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Milwaukee, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF MILWAUKEE.

II. PROPOSAL FOR LEGAL SERVICES

RFP NO. 2017/ 92217

I. Scope of Services

- A. Proposer shall provide legal representation for indigent defendants charged in City of Milwaukee Municipal Court and shall include the following:
 - 1. Attend hearing and trials set in Municipal Court on cases to represent an indigent defendant.
 - 2. Attend hearing and trials and provide post judgement representation for civil municipal court cases. Focusing on cases in which defendant's future employability would be impacted by a conviction.

II. Special Terms and Conditions

- A. Initial term of contract shall be from date of execution of the contract thru December 31, 2017. Upon the mutual consent of both parties the Agreement may be extended for a one year period.
- B. The City encourages proposers to include in their responses any additional services which could/should be provided.
- C. A draft contract is included with this proposal. Proposers should note any exceptions to the contract in their proposal.

II. Requirements

- A. Proposer (and all principals) shall be licensed and in good standing with the State Bar of Wisconsin. Copies of Licenses shall be provided to the City.
- B. Proposer shall have and maintain an office in Milwaukee, Wisconsin capable of receiving telephone calls, and taking messages during regular business hours.
- C. The proposer shall provide its own library, clerical, professional and support staff.
- D. The selected firm shall provide the City of Milwaukee CDGA office with a certificate of insurance for professional liability/malpractice in an amount not less than one million dollars (\$1,000,000.00). The deductible will be displayed on the certificate.

II. Invoices/Billings

- A. Invoices submitted for payment shall be sufficiently detailed so as to facilitate audit and processing by the City.

Invoices submitted by the selected firm shall be payable thirty (10) days from the date of approval by the City.

II. Proposal Evaluation and Criteria

Evaluation:

Shortlisting - A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are listed below.

II. Proposal Content and Format

Offerors shall provide one (1) original and five (5) identical copies of their proposal.

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of Fifteen (15) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material excluded from the fifteen (15) page maximum count is limited to:

Front cover (photos with captions on inside cover allowed)
Divider pages (blank except for title information)
Back cover (photos with captions on inside of back cover allowed)
Letter of Transmittal (one page maximum)
Tables of Contents page (one page maximum) Resumes
Certificate(s) of insurance

A. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. A separately tabbed Appendix should be included at the end of offeror's proposal that contains: 1) Letter of Transmittal; 2) Current IRS form W-9.

1. Letter of Transmittal – Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - b. Explicitly indicate substantial acceptance of the Agreement Between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements or laws that shall apply to this project.
 - c. Be signed by a person authorized to contractually obligate the Offeror;
2. No other materials are to be submitted unless specifically requested in proposal.

B. Proposers are to prepare and sequence proposals in the following format:

1. Narrative History of the Firm/ Agency:
 - a. Date of Inception
 - b. Experience with Municipal, County, and State, criminal law.
 - c. Experience and familiarity with the Milwaukee area.
 - d. A listing of three (3) current or recent references where similar work was performed. Include the name and address of a contact person for verification purposes.
2. Narrative concerning the resources of the firm and its ability to meet workloads including:
 - a. Clerical and Support staff.
 - b. Library and Research capabilities
 - c. Other relevant information.
3. Narrative of the qualifications of persons proposed to work directly with the City. Provide detailed resumes and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Additionally, resumes should note any special training or education of personnel.

III. Evaluation Criteria

A. Proposals shall be evaluated by the evaluation committee based on the following criteria:

1. Qualifications and Capability of the persons proposed to work with the City: Resumes, prior experience, level of responsibility, etc.	Total Points 25
2. Previous experience with Municipal Court, Magistrate Court, and State Court defense of criminal matter cases	Total Points 25
3. Proximity to and familiarity with the area in which services will be performed	Total Points 15
4. Ability to meet work schedules and deadlines	Total Points 10
5. Proposed Budget	<u>Total Points 25</u>
Total Evaluation Criteria Points	100 Points

IV. LETTER OF TRANSMITTAL

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THE UNDERSIGNED CERTIFIES THAT THEY HAVE READ AND UNDERSTAND THE ABOVE GENERAL CONDITIONS AND RFP, AND THAT THEY ACCEPT THESE CONDITIONS AND SUBMIT THE ATTACHED PROPOSAL IN FULL COMPLIANCE WITH THESE CONDITIONS AND THE APPLICABLE PROPOSAL SPECIFICATIONS, AND SUBSTANTIAL ACCEPTANCE OF THE CONTRACTUAL TERMS.

IN SUBMITTING THIS PROPOSAL, THE OFFEROR REPRESENTS THAT THE OFFEROR HAS FAMILIARIZED THEMSELVES WITH THE NATURE AND EXTENT OF THE REQUEST FOR PROPOSALS DEALING WITH FEDERAL, STATE AND LOCAL REQUIREMENTS WHICH ARE A PART OF THESE REQUEST FOR PROPOSALS. THE OFFEROR WILL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS, LOCAL ORDINANCES AND THE RULES AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THE SERVICES OF THE PROJECT.

Name of Firm/ Agency

Authorized Signature

Name Printed or Typed

Title: _____ Date: _____

Address: _____

City, State, Zip Code: _____

Telephone No.: _____ Fax: _____

Email: _____

RETURN THIS FORM WITH YOUR PROPOSAL

**DRAFT AGREEMENT
RFP No. 2017/ 92217**

THIS AGREEMENT, entered into the _____ day of _____, 2017 by and between _____ herein called the AContractor@ and the City of Milwaukee, herein called the "City".

1. **SCOPE OF WORK:**

To provide legal representation for indigent defendants charged in City of Milwaukee Municipal Court, as more specifically detailed in the Request for Proposal (RFP) No. 2017/ 92217

2. **PAYMENT:**

Payment and pricing for services shall be as outlined in Attachment "A". Invoices for services shall be presented to the administrator of the using department for approval and verification.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2017 to _____, 2017 unless terminated, renewed or amended by either party. Contract shall be extended as provided for in Paragraph 21.

4. **TERMINATION:**

This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**

The Contractor and agents and employees are independent contractors performing professional services for the City and are not employees of the City of Milwaukee. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Milwaukee as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred

in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City.

9. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Milwaukee Office of Comptroller. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. **APPROPRIATIONS:**

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Milwaukee for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Milwaukee, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Milwaukee from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Milwaukee to any obligations not assumed herein by the City of Milwaukee, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **CONFIDENTIALITY:**

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

13. **CONFLICT OF INTEREST:**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. **AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City of Milwaukee imposes civil and criminal penalties for its violation. In addition, the Wisconsin criminal statutes impose felony penalties for illegal bribes, gratuities.

17. **EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of Wisconsin, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of Wisconsin, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Milwaukee.

19. **APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Milwaukee and the laws of the State of Wisconsin.

20. **EXTENTION:**

Initial term of contract shall be from date of execution of the contract thru December 31, 2017. Upon the mutual consent of both parties the Agreement may be extended for a one year period.

21. **WAIVER OF CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

22. **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

23. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Milwaukee:

City of Milwaukee
Community Development Grants Administration
City Hall
200 East Wells Street
Milwaukee, WI 53212

Provider:

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

CONTRACTOR:

FIRM/ AGENCY NAME: _____

BY: _____
NAME & TITLE

Date: _____

NAME PRINTED OR TYPED

CITY OF MILWAUKEE, WISCONSIN

BY: _____
City Clerk

Date: _____

BY: _____
Comptroller

Date: _____

BY: _____
City Attorney

Date: _____