

NON-PROFESSIONAL SERVICE CONTRACT

State Process Service, Inc.

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Office of the Sheriff, and State Process Service, Inc. (hereafter called "Contractor"), is entered into as of September 1, 2017.

1. SCOPE OF SERVICES.

The Contract consists of the following four (4) documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) Contractor shall specifically perform all of the tasks and achieve the objectives set forth in the proposal submitted by the contractor (including its cost proposal), dated May 22, 2017 which is attached hereto as Exhibit B and C and incorporated herein by reference; the County Request for Proposal, dated April 28, 2017, which is attached hereto as Exhibit A. If there is a variance between the Contractor's proposal and the County's Request for Proposal, the latter shall be controlling, unless otherwise provided for in writing.
- b) This Non-Professional Service Contract
- c) Milwaukee County Request for Proposal # 98170007
- d) Contractor's Affiliate's Proposal, including Price Proposal
- e) Updated Contractor's Insurance Certificate

2. STAFFING.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. DATES OF PERFORMANCE.

The term of this Contract shall be from September 1, 2017 through December 31, 2020, or until such time as either party notifies the other of its termination, as provided herein. This Contract may be extended for two (2) additional one-year terms upon written notification from County forty-five (45) days prior the expiration of the then current term.

4. COMPENSATION.

Contractor shall be compensated for work performed as provided in Contractor's Proposal. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$235,000 annually, unless agreed to by County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

5. BILLING.

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name and Address of contractor; Invoice date and number; Contract number
- B. Dates and hours worked-- Description, quantity, unit of measure, unit price and extended price of the services delivered
Remittance name and address
- C. General task(s) performed
- D. Name, title, and phone number of person to notify in event of defective invoice. Invoices should be sent or delivered to:

Dennis Brand, Office of the Sheriff, Accounting Manager

and

Milwaukee County Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233

The County reserves the right to use a purchasing card to pay invoices.

6. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as 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 years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities.

8. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

9. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision 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 this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as 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 workforce, 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 aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

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

10. INDEMNITY.

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.

11. INSURANCE.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the coverages and minimum amounts set forth in the RFP attached to this Contract as Exhibit A.

It is understood and agreed that coverages that apply to the services inherent in this Contract 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 County 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 or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation 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 that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

12. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

13. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract by giving 120 days written notice of termination of this Contract to the County. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

14. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

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

15. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

16. CONTINUITY OF SERVICE.

A. Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to:
(i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. Contractor shall, upon County's written notice: (i) furnish phase-in, phase-out services for up to 180 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Contractor shall provide

sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

17. INDEPENDENT CONTRACTOR.

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

18. SUBCONTRACTS.

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

19. ASSIGNMENT LIMITATION.

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

20. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract 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.
- B. 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 immediate family, and 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 actions or judgment would be influenced thereby."

21. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this Contract 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 Contract 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 Contract.

22. TAXES.

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

23. 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.

24. CONFIDENTIALITY.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Sec. 21 of this Contract.

25. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Contract, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

State Process Service, Inc.
Jon Kratochvil
11430 W. Bluemound Rd., Suite 11
Wauwatosa, WI 53226

To County:

Office of the Sheriff
Attn: Sgt. William Brown
821 West State St., Room 107
Milwaukee, WI 53233

Either party may designate a new address for purposes of this Contract by written notice to the other party.

26. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

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

State Process Service, Inc.

By _____ Date: _____

Jon P. Kratochvil, CEO

Milwaukee County Office of Register of Deeds

By _____ Date: _____

Richard R. Schmidt, Senior Commander

+

Approved with regards to County Ordinance Chapter 42:

By _____ Date: _____

Community Business Development Partners

Reviewed by:

Approved for execution:

By _____ Date: _____

Risk Management

By _____ Date: _____

Corporation Counsel

Approved as to funds available

Approved:

Per Wisconsin Statutes Section 59.255(2)(e):

By _____ Date: _____

Comptroller

By _____ Date: _____

County Executive

The County has executed this Contract pursuant to Wis. Stats. § 59.52(31)(b).

By _____ Date: _____

Corporation Counsel



**MILWAUKEE COUNTY
OFFICE OF THE SHERIFF**

**REQUEST FOR PROPOSAL
NUMBER: 98170007**

CIVIL PROCESS SERVICE

Issued: APRIL 28, 2017

Response Due Date: JUNE 2, 2016 – 3:00 P.M.

INFORMATION SUMMARY SHEET

Request For Proposal Title:	Civil Process Service
Request For Proposal Number:	98170007
RFP Issuing Office:	Office of the Sheriff
RFP Issue Date:	April 28, 2017
Pre-Proposal Meeting:	May 10, 2017 at 10:00 AM CDT
Pre-Proposal Meeting Location:	Milwaukee County Department of Transportation Second Floor Conference Room 10320 W. Watertown Plank Rd. Wauwatosa, WI 53226
Deadline for Receipt of Questions:	May 12, 2017 at 5:00 PM CDT
RFP Proposal Response Deadline:	June 2, 2017, 3:00 PM CDT
Service Starting Date (Projected):	30 days after contract award
RFP Submission Location:	Milwaukee County Courthouse County Clerk's Office Room 105 901 N. 9 th Street Milwaukee, WI 53233
RFP Administrator:	Stephanie Gulizia Department of Administrative Services Procurement Division 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203 414-278-4129 Stephanie.Gulizia@milwaukeecountywi.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.

*This RFP and all related documents can be found on Milwaukee County's website; "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>*

1.0 GENERAL INFORMATION

INTRODUCTION AND BACKGROUND

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide civil process service in Milwaukee County. Responses to this RFP should be based upon an initial term of an agreement for the remainder of 2017 with an option for up to four (4) one-year extensions, upon written notification from County forty-five (45) days prior the expiration of the then current term. The winning proposer will NOT provide these services on an exclusive basis, and Milwaukee County guarantees no volume under the contract that results from this RFP.

SCOPE OF SERVICES

The proposer shall provide civil process service delivery of legal documents, or other matters of the court as directed by the Milwaukee County Sheriff's Office (MCSO). Civil papers to be served include: Notices of: Entry of Judgment, Deposition, Hearing, Motion, Pay or Quit, Sale of Termination of Tenancy Order of Appearance, for Pretrial, Show Cause, Subpoena, Subpoena Adverse, District Attorney, Duces Tecum, Paternity Summons, Summons and Complaint, Summons and Petition.

The proposer shall provide service for the area encompassing Milwaukee County.

The proposer shall provide process services 24 hours per day, 5 days a week.

Proposer minimum availability, to MCSO, shall be Monday through Friday from 8:00 A.M. to 9:00 P.M.

The proposer performs all services for MCSO via a web-based paper service system (system), a MCSO defined system.

Notification of Service

MCSO system shall provide for individual services notification(s) and associated documents, a system for recording status of service, affidavit documentation, acknowledgement of completion and additional data related or required for each service.

The proposer shall receive electronic notification each time a paper service request is entered into the system by MCSO Civil Service staff. Notification shall include documents to be served and data required for performing service.

Upon receiving notification, the proposer shall generate the following documents and immediately proceed with service:

- Court documents received by MCSO Civil Process from the petitioner-docket number affixed.
- Information sheet prepared by petitioner providing address and information regarding the defendant.

The proposer shall serve all documents prior to the "To Be Served Court Date" granted by the Milwaukee County Judge and/or Court Commissioner, as indicated.

Service shall include a minimum of three attempts of service with proper Due Diligence.

The proposer shall make no more than one attempt daily to serve a defendant, while proposer may make additional attempts on the same day at their discretion, the same day attempt(s), if unsuccessful, shall not be counted towards

the required three-attempt minimum. All attempts beyond the minimum to serve are at the discretion of the proposer.

The proposer shall document each effort to serve papers into the system including date, time, location, actions, encounters, etc.; providing MCSO Civil Process and/or client ability to track the status of each service in real-time and provide system generated updates.

Upon Successful Service

The proposer shall, upon successful service, document completion in the electronic paper service system and prepare a signed and notarized affidavit detailing the actions to serve the court documents.

The proposer shall enter/scan the affidavit into the electronic paper service system.

The proposer shall mail the docketed court papers and notarized affidavit directly to the petitioner.

Proposer shall then indicate service request is 'closed' in the electronic paper service system.

Substitute Service

Substituted service (sub-serve) is permitted, in accordance with Wisconsin State statutes, when the individual party is unavailable. Substituted service allows the process server to leave service documents with another responsible adult member living at the residence with the person to be served, or with a person who is apparently in charge of business or employment.

The proposer shall, upon successful Substituted service (sub-serve), send and provide a second copy that must be sent, by first class mail, in an envelope addressed to the defendant, to the address where the first copy was left.

The proposer shall, upon successful Substituted service (sub-serve), document completion in the electronic paper service system, prepare a signed and notarized affidavit detailing the actions to serve the court documents.

Proposer shall enter/scan the affidavit into the electronic paper service system.

Proposer shall mail the docketed court papers and notarized affidavit directly to the petitioner.

Proposer shall then indicate service request is 'closed' in the electronic paper service system.

Closing Service

After submitting the documents into MCSO Civil Process electronic paper service system and mailing the court documents and affidavit to the petitioner, each case is considered closed unless and until further Court action may order resumption of serving the defendant.

Standards of Operation

Proposer shall perform to current standards in exercising proper Due Diligence under the rule of the Court. Service shall be made with proper Due Diligence.

Proposer shall conduct the service or process in a courteous and professional manner. The successful Proposer shall exercise the highest degree of professionalism in all interactions with clients, the party located, and others with whom they come in contact during the services. This includes the ability to be discreet in dealing with confidential information.

Proposer shall comply with all applicable laws and regulations of the federal government, the State of Wisconsin and ordinances, codes and regulations of Milwaukee County, Wisconsin and any other lawful entity having proper jurisdiction.

Payments

Payment shall be made on a per service basis. All attempts, regardless of number, shall be considered and recorded as one.

Payments shall be made for 'closed' process service requests each month. A process service request is 'closed' for payment purposes, upon the entry of a PDF image of the Affidavit of Service or an Affidavit of Non-Service into the electronic paper service system and provider's acknowledgement that the affidavit(s) have been properly mailed to the petitioner.

On a monthly basis at month end, Milwaukee County Civil Process will generate a report of all service requests having been 'closed' by the proposer in the prior month. Payment will be based upon number of paper services closed during the month.

Proposer will be compensated at a maximum of \$34.00 per successful or unsuccessful service with required documentation appropriately mailed and entered into the electronic paper service system. An rolling three-month successful service rate of 72% is required. The successful service rate will be determined by the total number of successful process paper services closed (Affidavits of Successful Service) divided by the total number of process paper services closed (Affidavits of Successful Service plus Affidavits of Non-Successful Service). Failure of the proposer to maintain a 72% service success rate may result in a review of the proposer's performance and, if deemed appropriate, corrective action, as determined by MCSO, inclusive of termination of the agreement.

RFP ADMINISTRATOR

The RFP Administrator

Stephanie Gulizia
Department of Administrative Services
Procurement Division
633 W. Wisconsin Ave. Suite 901
Milwaukee, WI 53203

Phone: 414-278-4129
Email: Stephanie.Gulizia@milwaukeecountywi.gov

DEFINITIONS

Following definitions are used throughout the RFP.

MCSO means the Milwaukee County Sheriff's Office.

Contractor means proposer awarded the contract.

County means Milwaukee County.

Proposer/Vendor means a firm submitting a proposal in response to this RFP.

Additional definitions related to this procurement are provided within Chapter 32 of Milwaukee County General Ordinances.

PRE-PROPOSAL MEETING

A pre-proposal conference will be held at the date, time, and location provided on the Information Summary Sheet. The purpose of this meeting will be to discuss with prospective proposers the work to be performed and to allow them to ask questions arising from their review of the RFP. The pre-proposal meeting is for information only. Any answers furnished will not be official until verified in writing by RFP Administrator. Answers that change or substantially clarify the RFP will be affirmed in writing and posted on the website via an addendum. The pre-proposal meeting will be the proposers' only opportunity to personally address questions concerning this RFP. Milwaukee County encourages participation at the pre-proposal conference of prime subcontractors.

During the pre-proposal conference, attendees may request clarification of any section of the RFP and ask any other relevant questions relating to the RFP.

Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral response provided at the conference. No oral or written responses will be given prior to the mandatory pre-proposal conference. Again, any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding.

Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Milwaukee County at its sole discretion reserved the right to answer or not answer questions submitted to by deadlines.

QUESTIONS

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

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

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

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

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

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

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should a proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/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 posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of Sworn Statement of Proposer form.

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

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the Information Summary Sheet. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

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

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

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CODE OF ETHICS

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

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

directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05 (2) (k) shall be included in all Requests for Proposals and bid documents.”

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material. Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates. Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

MULTIPLE PROPOSALS

Multiple proposals from a single vendor will not be permitted.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

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

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

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

Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer’s

authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

CONTRACT TERMS AND FUNDING

The Blanket Service Contract and Price Agreement shall be between the County of Milwaukee, known as the "County" and the successful proposer known as the "Contractor".

The agreement will be for the remainder of 2017, estimated to begin July 15, 2017 through December 31, 2017 and renewable separately for up to four (4) additional one (1) year periods upon written notification from County forty-five (45) days prior the expiration of the then current term.

All proposers 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 proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for fee for services. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals by Milwaukee County.

CONTRACT TERMINATION

Milwaukee County may terminate this contract with 30 days advance written notice to the Contractor for any reason, or for no reason at all.

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

While this Procurement opportunity does not have a specific participation goal established, by Community Business Development Partners, all respondents to this solicitation are hereby directed to use active and aggressive efforts to assist Milwaukee County Sheriff Department in participation of DBE firms on Milwaukee County Sheriff procurements. The directory of certified firms, and further assistance with this initiative, can be obtained by contacting the Community Business Development Partners Department of Milwaukee County (CBDP) at (414) 278-4747, or cbdp@milwaukeecountywi.gov. The directory of DBE firms currently certified in the State of Wisconsin can be found at: <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

EEOC COMPLIANCE

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

INSURANCE AND INDEMNITY REQUIREMENTS

All proposers shall complete, sign and submit the "Insurance and Indemnity Acknowledgement Form" (Attachment C). This form outlines required insurance requirements for contractor related to this acquisition and proposer's ability and commitment to provide.

EMPLOYEES

The contractor shall utilize as many permanent employees on this contract whenever possible. The contractor shall utilize only workers that are skilled in the tasks to which they are assigned and can provide the highest quality of performance consistently on a daily basis. A contractual commitment of dependable, steady service is required.

PERMITS AND LICENSES

Contractor at the time of proposal submission and during the term of any agreement the contractor and associated employees performing services must possess and maintain the required licenses and permits required to perform work requested.

FEDERAL, STATE AND LOCAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal, State and Local laws and regulations during the term of any agreement, including, but not limited to the regulations listed in this RFP. Successful proposers will be required to enter into and maintain an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

START-UP SCHEDULE

It is anticipated that services will be required on or about July 1, 2017.

RESPONSIBLE CONTRACTOR POLICY

Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors' working conditions shall conform to the standards set by the Federal OSHA. Contractors 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 proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

DISCIPLINE OR DISCHARGE OF EMPLOYEES

Milwaukee County retains the right to require the reassignment of an employee or employees, as the County may deem necessary. Reasons for this request may be but are not limited to: Incompetence, Carelessness, Disruptive or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned out of the County facility.

PRIME CONTRACTOR & SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation in the proposal response documents.

2.0 PREPARING AND SUBMITTING A PROPOSAL

GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, the County utilizes Competitive Negotiation, or the Request for Proposal (RFP) process to procure civil process service. This process bases the contract award on the County's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost estimate.

INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

SUBMITTING A PROPOSAL

Proposers must submit one (1) original, two (2) copies, and one (1) electronic copy of all materials required for acceptance of their proposal in sealed envelopes. Submission must be to the specific location and prior to submission deadline indicated on the 'Information Summary Sheet'. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound.

All proposals must be time-stamped as accepted by Milwaukee County by the stated time. Proposals not so stamped will not be accepted. Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening. One original proposal, five copies of the proposal, and one copy on CD or flash drive must be delivered in person, or sent certified mail, return receipt requested to:

RFP # 981670007
c/o Milwaukee County Clerk
901 N. 9th Street, Room 105
Milwaukee, WI 53233

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

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

Your responses should be submitted as follows:

Technical Proposal Contents

Cover Sheet for Technical Proposal (Attachment F)
Vendor Information Sheet (Attachment A)
Insurance and Indemnity Acknowledgement Form (Attachment C)
Conflict of Interest Stipulation (Attachment D)
Sworn Statement of Proposer (Attachment E)
EEOC Compliance (Attachment G)

Certification Regarding Debarment and Suspension (Attachment H)
Proprietary Information Disclosure Form (Attachment I)

Cost Proposal Contents

Cover Sheet for Pricing Proposal (Attachment J)
Cost Proposal Submission Form (Attachment K)

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

The Technical Proposal shall be identified in the lower left corner as follows:

Technical Proposal

Request For Proposal Title: (Title as provided on the Information Summary Sheet)
Request For Proposal Number: (Number as provided on the Information Summary Sheet)
RFP Proposal Receipt Deadline: (Date as provided on the Information Summary Sheet)

3.0 PROPOSAL AND AWARD PROCESS

PRELIMINARY EVALUATION

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

PROPOSAL SCORING

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

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

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

Cost Proposal scoring; cost is one of the evaluation categories listed below and will be a defined percentage of the total RFP evaluation. Calculation of points to be awarded to lowest and each subsequent proposal will use the lowest dollar proposed amount as a constant numerator and the dollar amount of the proposer being scored as the denominator. The result then is multiplied by the total number of points provided in the cost section of the RFP. Lowest cost proposal will receive the maximum number of points available for the cost category other cost proposals will receive prorated scores based on the proportion that the costs of the proposals vary from the lowest cost proposal.

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

Oral presentations may be requested by Milwaukee County of the highest scoring proposer(s). If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer. Milwaukee County reserves the right to make an offer based on the original submitted proposal.

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

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

EVALUATION CRITERIA

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

RFP EVALUATION CRITERIA

Cost Proposal	30%
Technical Proposal	
Proposer Qualifications	15%
Corporate Stability and Financial Strength/Depth	10%
Organizational Structure of Proposer	5%
Resume Information	10%
Experience, Client List and References	20%
Litigation and Claims History and Experience	10%

RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

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

INTENT TO AWARD

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

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

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

INFORMATION RELEASE

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

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

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

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

As this RFP is for a MCGO 32 “Service Contract” provisions of MCGO Chapter 32.47 apply to the release of information. Chapter 32.47. 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 proposers 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 prospective vendor.

APPEAL

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

5.0 TECHNICAL PROPOSAL RESPONSE

TECHNICAL PROPOSAL

Technical proposals shall convey an understanding of the scope of services required. Technical proposals shall not contain any reference to price. Through its proposal, the proposer 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.

RFP submission must address, at a minimum, the requests enumerated immediately below under Technical Proposal Response.

TECHNICAL PROPOSAL RESPONSE

PROPOSER QUALIFICATIONS

1. Provide narrative how long they have been in existence, in its current form and with the same name (if not, then provide acquisition information with details such as date, prior organizational name, etc.).
2. Provide narrative on how long you have been providing process service business.

CORPORATE STABILITY AND FINANCIAL STRENGTH/DEPTH

3. Each proposal must include a copy of the most recent independent financial audit and accompanying financial statements of the Proposer to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity. If financial issues exist for the corporation, whether publicly traded or privately held, clearly identify and a plan of corrective action submitted as well to demonstrate appropriate initiatives to address the financial concerns. MCSO will evaluate proposals on the basis of the Proposer's financial stability and the Proposer's capacity to undertake and sufficiently support the project.

ORGANIZATIONAL STRUCTURE OF PROPOSER

4. Provide an overview of the firm's size, staffing organizational structure, and format, including a detailed explanation of services presently provided by the firm and related core competencies. The Proposer must also indicate the specific firm strengths that are most compatible with this RFP.
5. The Proposer must describe procedures for how Proposer employees will liaison with MCSO regarding scheduling of all Civil Process services.

RESUME INFORMATION

6. Provide resume information for the direct management staff within the corporation who will be engaged in managing and/or providing services, This should include information relating to their role with the firm, education, number of years with the Proposer, related work experience (specifically as it relates to this type of service), professional association memberships and any state licenses and registrations held by such personnel related to services provided.

7. Each Proposer must designate one central contact person for the duration of the proposal process and additionally for the start-up transition and term of the contract. It is expected that the central contact person will remain intact throughout the proposal and evaluation process including contract negotiation and then overlap with the contact identified for implementation and operation of the contract. MCSO must approve any substitution of this individual during the duration of this contract. The replacement must have credentials similar to the person s/he is replacing and MCSO will be the sole judge of the adequacy of the replacement. Provide a resume for this individual.

EXPERIENCE, CLIENT LIST AND REFERENCES

8. The Proposer must confirm the geographic scope of service as Milwaukee County. Proposer must identify the location of the offices designated to provide project support, supervision, and oversight. Proposer must provide details regarding off-site resources dedicated to this contract and indicate percentage of time committed to this project.
9. Each responder must submit a detailed list of projects and clients for the last five years of similar scope and volume. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, federal, etc.), location with address and telephone number as well as facsimile number and e-mail address (if in existence). Each contract must be identified as current or former and if a prior contract, why the contract was lost, when and to whom.
10. References - Proposers must include a list of client references. A form is included with this RFP on which the Proposer can list references.
11. Provide narrative of experience related to the use of process service technology, systems used and functions used such as the distribution of work, tracking progress of service and documentation of services.
12. Please provide 2016 success rate for service of documents of similar nature. Provide number of and number of successful services, average attempts, percentage of substitute attempts.

LITIGATION AND CLAIMS HISTORY AND EXPERIENCE

13. Each Proposer must submit a listing of all legal claims closed and pending, problems or disputes over the firm's performance on contracts or projects held of similar scope and volume during the last five (5) years, specifying the jurisdiction of the case, i.e. state tort, civil rights – individual versus class action, etc.
14. Cases should be separated by type of litigation, i.e. state torts, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach or failure to perform.
15. Firms must provide information on any legal settlements within this period as well with the dollar amount listed and terms of the agreement described. The same must be provided for all other firms included as subcontractors to the prime Proposer.

VENDOR INFORMATION SHEET

This form must be completed and submitted with proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each 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: _____

Phone Number: _____ FAX: _____

E-mail: _____

Vendor Response Prepared By: _____

Signature: _____

[Reserved]

Insurance and Indemnity Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost 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 Contactor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

Insurance:

Purchase and 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 memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

Exhibit A – Insurance

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

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per Accident
All autos	

Except for Worker’s Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear 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 an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver 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 certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name

Title

Signature

Date

CONFLICT OF INTEREST STIPULATION

(Sign and Submit with Technical Proposal)

For purposes of determining any 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 is also an owner, corporate officer, employee, agent or representative of the business submitting the proposal. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION _____

BUSINESS RELATIONSHIP _____

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

SWORN STATEMENT OF PROPOSER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at _____,
City, State

On oath, depose and say I am the _____
Official Title

Of the Proposer, _____,
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 MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being proposed upon).
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- 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 _____.

**COVER SHEET FOR
TECHNICAL PROPOSAL
(Sign and Submit with Technical 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 the responses to the RFP for Professional Services.

Vendor's Name

Title

Signature

Date

EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 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.

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.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

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..

Subcontractors

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 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 _____, 2016

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION
(Sign and Submit with Technical Proposal)**

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 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 this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____

Title: _____

Company: _____

PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Technical Proposal)

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:

1. 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.
2. 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 (**DO NOT ATTEMPT TO DECLARE YOUR ENTIRE PROPOSAL PROPRIETARY AND/OR CONFIDENTIAL**):

Section	Page #	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.

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.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

COST PROPOSAL COVER SHEET

Sign and Submit with Price 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 the response to the RFP.

Vendor's Name

Title

Signature

Date

ATTACHMENT K

COST PROPOSAL SUBMISSION FORM

Per-service charge for routine service in Milwaukee County (Serve by Due Date) (not to exceed \$34): _____

Per-service charge for rush Service – Same Day in Milwaukee County (Issued Up by 1PM): _____

Per-service charge for rush Service (24-48 hours) in Milwaukee County:

COVER SHEET FOR TECHNICAL PROPOSAL

(Sign and Submit with Technical 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.

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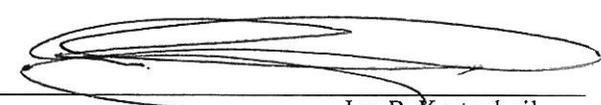
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State Process Service, Inc

Vendor's Name

CEO

Title



Signature Jon P. Kratochvil

5/4/17

Date

Organizational Structure

Office Support System & Staff

We currently have 6 staff that has an average of 19 years experience. This handles daily business activities included but non limited to phone answering, document processing, problem resolution and status checks.

All communications will the county can be accomplished by email (stateprocess@bizwi.rr.com) phone, and fax. Any problem with the services provided will be addressed with in 1 hour period or less.

All report required will be finish on excel.

Invoicing each service that is done is billed individually and in addition complied to a monthly statement. See attached statements

Computer access to our client to reproduce and/or view work product

Process Servers

All Employees have had background checks (Performed by State Process Service, The Milwaukee County Sheriff's Dept. and State Of WI CIB updated yearly,) in addition and process Servers are employees covered by Workman's Compensation insurance. We attempt to obtain certificates of insurance from all subcontracted agencies

- 1) Christopher Kratochvil (President) employment date 9/25/1997 Licensed Private Detective State of WI Firearms Certified, Member of Pawli
- 2) Joseph Kratochvil employment date 2/27/1997 current in training for State of WI Private Detective
- 3) Brian Mejaki employment date 9/9/1998 current in training for State of WI Private Detective
- 4) Charles Cruezer employment date 7/1/2013
- 5) Robin Robinson employment date 10/07/2004 Licensed Private Detective State of WI
- 6) Tracey Bradford employment date 4/1/1998
- 7) Jon P. Kratochvil (CEO) employment date 11/01/1997 Licensed Private Detective State of WI, Firearms Certified Member of GMALP, Member of Pawli, and NAPPS Member of. Illinois Association of Professional Process Servers
- 8) Stacy Kratochvil employment date 3/26/2001
- 9) Vicent Satarroma employment date 1/26/2017
- 10) Eugene Moy employment date 3/21/2011

Office Support staff

- 1) Susan Ihrcke employment date 11/20/1995 (Senior Associate Accounting)
- 2) Gladys Hernandez employment date 6/16/2010 Bi-lingual (Associate)
- 3) Ann Lopez employment date 6/10/2015 Bi-lingual (Associate)
- 4) Diane Kratochvil employment date 8/13/2002 (Office mgr. & In house investigator) Licensed Private Detective State of WI, Member of GMALP, Member of Pawli.
- 5) Mary Kratochvil part time office staff employment date 01/01/1996

1&2) State Process Service, Inc Qualifications

Company Experience

State Process Service, Inc. has been serving legal documents since 1964; we have served in excess of 5,855,000 documents. During the past 48 years we have developed a specialized service for large volume accounts such as governmental subdivisions with the high-quality service required on a contractual basis. We have 15 employees with an average service of 16.1 years. We have developed special computerized billing and record systems to support the needs of our clientele. Further, we are capable of providing very specialized type of service, report, etc. as may be needed by our clients. We are a fully licensed private detective agency which allows us more legal latitude in perfecting the service of process for our clients. We currently serve documents for 65 Wisconsin counties and have contracts or letter agreements with 6 counties and cities. Our firm has had the same directors and owners since 1996. Over the past 5 years we have developed a strong working relationship with Sgt. Brown and the office Staff at the MCSO. **We are SBE certified by the Milwaukee County**

3) See Attached

4) Organizational Structure

Office Support System & Staff

We currently have 6 staff that has an average of 19 years' experience. This handles daily business activities included but non-limited to phone answering, document processing, problem resolution and status checks. We have a great relationship with the current MCSO Staff and Sgt Brown which enable a seamless transition.

All communications with the county can be accomplished by email (stateprocess@bizwi.rr.com) phone, and fax. Any problem with the services provided will be addressed within 1 hour period or less.

All report required will be finish on excel.

Invoicing each service that is done is billed individually and in addition complied to a monthly statement. See attached statements

Computer access to our client to reproduce and/or view work product

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 - 3) Ann Lopez employment date 6/10/2015 Bi-lingual (Associate)
 - 4) Diane Kratochvil employment date 8/13/2002 (Office mgr. & In house investigator) Licensed Private
Detective State of WI, Member of GMALP, Member of Pawli.
 - 5) Mary Kratochvil part time office staff employment date 01/01/1996
- 5)** The current system that is in place works well for MCSO, Sgt Brown and State Process Service, we are always accessible by email, office phone and mobile if needed. We have excellent communications system in place.

6) Resume

- 1) Christopher Kratochvil (President) 2006 employment date 9/25/1997 Licensed Private Detective State of WI
Firearms Certified, Member of Pawli Attended MATC Stockholder
- 2) Jon P. Kratochvil (CEO) employment date 11/01/1997 President 1997-2006 Licensed Private Detective
State of WI, Firearms Certified Member of GMALP, Member of Pawli, and NAPPS Member of. Illinois
Association of Professional Process Servers, Associates Degree in Criminal Justice attend UWM. FINRA
Representative and an License Insurance Broker Stockholder

7) Contact

Jon P. Kratochvil (CEO) 414 256 7000 office, Cell Phone 414 795 7389 and email
jpkrawi@bizwi.rr.com

Experience, Client List and References

8) Our firm's office is located at 11430 West Bluemound Road Suite 11 Wauwatosa, WI 53226. Over the past 5 years' 25 percent of firm's time is allocated to this project

9) Projects

Milwaukee County Sheriff Dept.
Deputy Brown, Deputy Inspector William.Brown@milwaukeecountywi.gov
Milwaukee County Sheriff's Office
Administrative Services Bureau
(414) 278-5015 (Office)
Current

Milwaukee County Child Support Enforcement
909 North 9th Street
Milwaukee, WI
David Sabel Atty Supervisor (414) 278.-5015 David.Sabel@milwaukeecountywi.gov
Current

City Of Milwaukee, City Attorney
200 East Wells Milwaukee WI
John Heinen (414) 286 2601 jheine@milwaukee.gov
Current

Walworth County Child Support
Cynthia M. Matz 262-741-7266 cmatz@co.walworth.wi.us
PO Box 1001 Elkhorn, WI 53121
Current

Racine Co Child Support
Jeffrey M Leggett 262.638.7700 Jeff.Leggett@racinecounty.com
Assistant Corporation Counsel
Director - Office of Child Support Services
1717 Taylor Avenue, Racine, WI 53403
Current

10) References

Milwaukee County Sheriff Dept.
Deputy Brown, Deputy Inspector William.Brown@milwaukeecountywi.gov
Milwaukee County Sheriff's Office
Administrative Services Bureau
(414) 278-5015 (Office)
Current

Milwaukee County Child Support Enforcement
909 North 9th Street
Milwaukee, WI
David Sabel Atty Supervisor (414) 278.-5015 David.Sabel@milwaukeecountywi.gov
Current

City Of Milwaukee, City Attorney
200 East Wells Milwaukee WI
John Heinen (414) 286 2601 jheine@milwaukee.gov
Current

Walworth County Child Support
Cynthia M. Matz 262-741-7266 cmatz@co.walworth.wi.us
PO Box 1001 Elkhorn, WI 53121
Current

Racine Co Child Support
Jeffrey M Leggett 262.638.7700 Jeff.Leggett@racinecounty.com
Assistant Corporation Counsel
Director - Office of Child Support Services
1717 Taylor Avenue, Racine, WI 53403
Current

Associations:

National Child Support Enforcement Association

PAWLI: Professional Assoc. Of Wisconsin Licensed Investigators

GMALP: Greater Milwaukee Assoc. Of Legal Professional

NAPPS: National Association of Professional Process Servers

ILAPPS: Illinois Association of Professional Process Servers

11) All work product is retained for 10 years. Daily offsite data retention programs are performed. Job Tracking System: Each case or document is assigned a ticket number which tracks the paper from start to Completion, we have email status as well.

We are current working to have electronic signature of process servers to be recognized by the courts. If this is accomplished by our firm will be able to send signed and notarized affidavit in addition to the current online attempts and status of completed work.

12) Service Rate for 2016 See attached

13,14&15) We have no legal issues.

Balance Sheet

As of December 31, 2016

	<u>Dec 31, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
101 · Petty Cash	126.51
105 · Tri City National Bank	23,568.26
Total Checking/Savings	<u>23,694.77</u>
Accounts Receivable	
106 · Accounts Receivable	45,012.97
Total Accounts Receivable	<u>45,012.97</u>
Other Current Assets	
108 · Notes Receivable-Officers	18,237.71
109 · Employee Advances	475.00
Total Other Current Assets	<u>18,712.71</u>
Total Current Assets	<u>87,420.45</u>
Fixed Assets	
145 · Computer Equipment	31,650.34
146 · Furniture & Fixtures	9,633.18
147 · Equipment	33,622.62
148 · Automobiles	68,218.86
149 · Accumulated Depreciation	-124,959.61
Total Fixed Assets	<u>18,165.39</u>
Other Assets	
183 · Security Deposits	1,200.00
188 · CSV Officer Life Ins	19,333.18
Total Other Assets	<u>20,533.18</u>
TOTAL ASSETS	<u>126,119.02</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
205 · Accounts Payable	18,343.97
Total Accounts Payable	<u>18,343.97</u>
Other Current Liabilities	
210 · Tri City Line of Credit	8,656.28
232 · Federal Payroll Taxes Payable	766.12
233 · State Payroll Taxes Payable	640.15
235 · FUTA Taxes Payable	42.77
236 · SUTA Taxes Payable	152.11
Total Other Current Liabilities	<u>10,257.43</u>
Total Current Liabilities	<u>28,601.40</u>
Long Term Liabilities	
255 · Notes Payable -So Lakes-Nissan	29,480.43
256 · Notes Payable-Landmark-2014 GMC	28,845.41
257 · Notes Payable Chrysler - 200	11,769.60
260 · Notes Payable Tri City-Minivan	4,353.98
263 · Notes Payable Officers	7,359.71
277 · Notes Payable Ally 11 Dodg Cali	10,600.72
Total Long Term Liabilities	<u>92,409.85</u>
Total Liabilities	<u>121,011.25</u>
Equity	
281 · Common Stock	100.00

9:43 AM

05/16/17

Accrual Basis

State Process Service, Inc.

Balance Sheet

As of December 31, 2016

	<u>Dec 31, 16</u>
282 · Treasury Stock	-173,885.47
283 · Retained Earnings	208,112.10
Net Income	<u>-29,218.86</u>
Total Equity	<u>5,107.77</u>
TOTAL LIABILITIES & EQUITY	<u><u>126,119.02</u></u>

9:44 AM

05/16/17

Accrual Basis

State Process Service, Inc.
Profit & Loss
 January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
302 · Service Income	655,788.81
Total Income	655,788.81
Cost of Goods Sold	
404 · Independent Contract Commission	16,146.04
405 · Mileage Reimbursements	179,817.16
406 · Filing Fees	130.00
407 · Garnishee/Witness Fees	477.37
Total COGS	196,570.57
Gross Profit	459,218.24
Expense	
512 · Postage and Delivery	6,963.93
513 · Bank Service Charges	887.26
519 · Simple Plan Expenses	6,734.58
520 · Rent	14,400.00
521 · Equipment Lease Expense	1,074.71
526 · Utilities	1,146.36
528 · Cell Phone Expense	19,719.72
529 · Telephone	1,074.64
530 · Repairs	
Maintenance	4,586.61
Total 530 · Repairs	4,586.61
532 · Medical Reimbursement	145.39
533 · Gifts & Promotions	13,773.82
534 · Advertising Expense	1,859.00
535 · Business Insurance	
Auto Insurance	4,326.11
Liability Insurance	4,955.29
Life Insurance	0.00
535 · Business Insurance - Other	5,980.06
Total 535 · Business Insurance	15,261.46
536 · Insurance	
Dental Ins.	1,682.96
Disability Insurance	317.31
Health Insurance Expense	7,310.91
Term Life	5,744.06
Total 536 · Insurance	15,055.24
537 · Office & Employee Meals	4,439.62
538 · Meals & Entertainment	3,823.55
539 · Lodging & Travel	709.51
540 · Property Taxes	144.53
542 · Payroll Taxes	
Federal Unemployment Tax	641.29
FICA/Medicare Tax Expense	20,416.73
State Unemployment Tax	2,290.13
Total 542 · Payroll Taxes	23,348.15
543 · Payroll Expenses	
Auto Compensation-Personal Use	0.00
Commissions	118,172.48
Wages	101,994.52
Total 543 · Payroll Expenses	270,167.00
548 · Licenses and Permits	805.85
550 · Interest Expense	

9:44 AM
05/16/17
Accrual Basis

State Process Service, Inc.
Profit & Loss
January through December 2016

	Jan - Dec 16
Finance Charge	139.22
Loan Interest	1,886.45
550 · Interest Expense - Other	0.70
Total 550 · Interest Expense	2,026.37
552 · Automobile Expense	11,857.42
558 · Donations & Contributions	1,189.75
560 · Bad Debt Expense	2,348.31
564 · Professional Fees	4,579.16
566 · Office Expenses	37,937.12
575 · Depreciation Expense	21,270.00
580 · Dues and Subscriptions	645.00
587 · Officer Life Insurance Premiums	0.00
595 · Miscellaneous	0.00
Total Expense	437,974.06
Net Ordinary Income	21244.18
Other Income/Expense	
Other Income	
904 · Other Income	0.00
906 · Miscellaneous Income	152.31
Total Other Income	152.31
Other Expense	
951 · Penalties & Fines Expense	175.00
955 · Income Tax Expense	0.00
956 · Wisconsin Corporate Tax	440.35
Total Other Expense	615.35
Net Other Income	-463.04
Net Income	20318.10

**SERVICE PRECENTAGE AND
AVERAGE COMPLETION TIMES
1/1/2016 AND 12/31/2016**

State Process Service, Inc
PO Box 14039
West Allis, WI 53214
Phone: (414) 256-7000 Fax: (414) 256-7010
<http://www.tristarsoftware.net/sps>

JOB TYPE	TOTAL JOBS	AVG DAYS	CANCELLED	NOT SERVED	SERVED	TOTAL	PCT
Process	33718	6 DAYS	237	7418	26300	33718	78.5 %

BREAKDOWN BY MANNER OF SERVICE

WAS NOT SERVED	7418
PERSONAL SERVICE	18926
SUBSTITUTED SERVICE	2549
POSTING	2945
BUSINESS SERVICE	1880

NON SERVE BREAKDOWN

BAD ADDRESS	1745
UNABLE TO LOCATE	0
CANCELLED	237

CATEGORY	TOTAL JOBS	COMPLETED	IN PROGRESS	PERCENTAGE
PROCESS SERVICE	33718	33718	0	100 %

VENDOR INFORMATION SHEET

This form must be completed and submitted with proposal. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each 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.

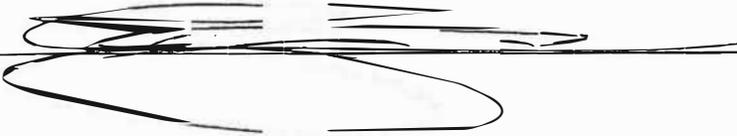
Vendor Name: State Process Service, Inc. (SBE)

Vendor Address: 11430 West Bluemound Road Suite 11
Wauwatosa, WI 53226

Phone Number: 414 256 7000 FAX: 414 256 7010

E-mail: jpgkrawi@bizwi.rr.com

Vendor Response Prepared By: Jon P Kratochvil CEO

Signature: 

ATTACHMENT B

[Reserved]

RFP #98170007
Civil Process Service
Addendum# 1
May 3, 2017

This Addendum to the Request for Proposal (RFP) is issued to modify, explain or correct the original documents, dated April 28, 2017, and is hereby made part of the RFP. Acknowledge receipt of this Addendum by signing the bottom of this notice and including it in the proposal or your proposal may be rejected.

In all places where reference is made to Attachment C, such reference shall refer to the substitute Attachment C included with this Addendum. Insurance requirements applicable to this procurement are set forth on the substitute Attachment C included with this Addendum, and such substitute Attachment C must be included with all proposals in lieu of the original Attachment C included with the RFP.

I hereby acknowledge receipt of Addendum # 1 to the Civil Process Service RFP (RFP # 98170007).



Signature

Jon P Kratochvil

Printed Name

State Process Service, Inc.

Company Name

5/3/2017

Date

Insurance and Indemnity Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employee, from and against all loss or expenses including cost 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 Contractor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

Insurance:

Purchase and 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 memorandum. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this memorandum, unless otherwise specified by the County, in the minimum amounts specified in Exhibit A.

Exhibit A - Insurance

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

Type of Coverage	Minimum Limits
Wisconsin Workers Compensation Employers Liability & Disease	Statutory \$100,000/\$500,000/\$100,000
General Liability	
Bodily Injury & Property Damage	\$1,000,000 per Occurrence
To include Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Contractual Liability	
Automobile Liability	
Bodily Injury & Property Damage All autos	\$1,000,000 per Accident
Uninsured Motorists	Per Wisconsin Requirements

Excess Liability	\$3,000,000 Per Occurrence \$3,000,000 Annual Aggregate
Environmental Impairment/General Liability	\$1,000,000 Per Occurrence
Crime/Fidelity	\$100,000
Professional Liability/Errors & Omissions	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear 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 an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver 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 certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

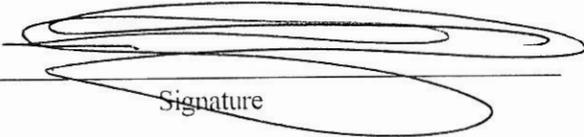
The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

State Process Service, Inc

Vendor's Name

CEO

Title



Signature

5/3/2017

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 650 Milwaukee, WI 53202	CONTACT NAME: Martina Earney	
	PHONE (A/C No., Ext): (414) 221-0384 FAX (A/C, No): (414) 270-6836 E-MAIL ADDRESS: mearney@robertsonryan.com	
INSURED State Process Service, Inc. P.O. Box 14039 West Allis, WI 53214	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : SECURA INSURANCE A MUTUAL COMPANY	22543
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CP3167220	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	X				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CU3167222	08/01/2016	08/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	X WC3167221	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Milwaukee County Sheriff Office. Crime coverage \$100,000 (Employee Dishonesty)

CERTIFICATE HOLDER Milwaukee County RFP #6495 Attn: MCSO Fiscal Office 821 W. State St. Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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CONFLICT OF INTEREST STIPULATION

(Sign and Submit with Technical Proposal)

For purposes of determining any 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 is also an owner, corporate officer, employee, agent or representative of the business submitting the proposal. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____
NO _____ X _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION _____

BUSINESS RELATIONSHIP _____

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____

SWORN STATEMENT OF PROPOSER

(Sign and Submit with Technical Proposal)

I, being first duly sworn at Wauwatosa, Wisconsin

City, State

On oath, depose and say I am the Chief Executive Officer

Official Title

Of the Proposer, State Process Service, Inc.

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 MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being proposed upon).
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- 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

Jon P. Kragtochvil CEO

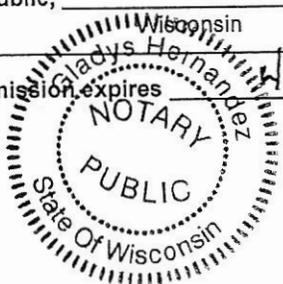
11430 West Bluemound Road Suite 11 Wauwatosa, WI 53226

Legal Address

Wendy Hernandez
Subscribed and sworn to before me

This 4 day of May, 2017
Notary Public, Milwaukee County

State of Wisconsin
My commission expires 12/19



EEOC COMPLIANCE
(Sign & Submit with Technical Proposal)

2016 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.

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.

Disadvantaged Business Enterprise (MCGO Chapters 32, 42, 56 and CFR 49 part 23)

CONTRACTOR shall comply with Milwaukee County General Ordinance Chapter 42 and CFR 49 part 23, which has an overall goal of seventeen percent (17%) participation of certified disadvantaged minority and/or women business enterprise (DBE) for contracts funded with federal and county money and those funded only by county money. CONTRACTOR will ensure that DBE's have the maximum opportunity to participate in this project.

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..

Subcontractors

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 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

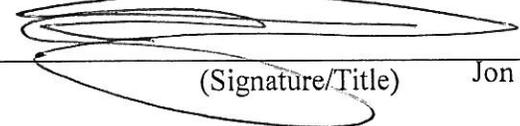
CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 15. CONTRACTOR certifies that it has the following total number of employees in its workforce:

17

Executed this 4th day of May, 2017

Firm Name: State Process Service, Inc.

Address: 11430 West Bluemound Road Suite 11 Wauwatosa, WI 53226

Representative:  (Signature/Title) Jon P Kratochvil CEO

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Sign and Submit with Technical Proposal)

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 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 this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____



Date: _____

5/4/17

Printed Name: _____
Jon P Kratochvil

Title: _____
CEO

Company: _____
State Process Service, Inc.

PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Technical Proposal)

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:

1. 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.
2. 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 (**DO NOT ATTEMPT TO DECLARE YOUR ENTIRE PROPOSAL PROPRIETARY AND/OR CONFIDENTIAL**):

Section	Page #	Topic
N/A		

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.

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.

State Process Service, Inc.

Company Name _____

Authorized Representative Signature _____

Authorized Representative Type or Print _____
Jon P Kratochvil CEO

Date 5/4/17

ATTACHMENT J

COST PROPOSAL COVER SHEET

Sign and Submit with Price 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 the response to the RFP.

State Process Service, Inc

Vendor's Name

CEO

Title

Signature Jonb P Kratochvil

Date

5/4/17

ATTACHMENT K

COST PROPOSAL SUBMISSION FORM

Per-service charge for routine service in Milwaukee County (Serve by Due Date) (not to exceed \$34): 33.00

Per-service charge for rush Service – Same Day in Milwaukee County (Issued Up by 1PM): 33.00

Per-service charge for rush Service (24-48 hours) in Milwaukee County:
33.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this Endorsement, the provisions of the Coverage Form apply unless modified by the Endorsement.

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

Housing Authority of the City of Milwaukee, Attn: Purchasing/Contract Servicing
809 N. Broadway
Milwaukee, WI 53201

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935
Madison, WI 53708-8935
FAX #: (608) 261-7083
Phone #: (608) 266-2112

Ship To: 1400 E. Washington Avenue
Madison, WI 53703
E-Mail: dsps@wi.gov
Website: <http://dsps.wi.gov>

DIVISION OF PROFESSIONAL CREDENTIAL PROCESSING LIABILITY INSURANCE FOR PRIVATE DETECTIVE AGENCIES

INSTRUCTIONS: If the applicant chooses to obtain a liability policy rather than a bond, the applicant's insurance representative must complete this form and send it along with a Certificate of Liability Insurance as well as a cut-through endorsement, if applicable to the Department before the agency application can be processed or the annual reporting requirement can be met.

Licensed private detective agencies must obtain and maintain a bond or liability policy in the amount of no less than **\$100,000**. Per Wis. Stats. § 440.26(4) and Wis. Admin. Code § SPS 33.01, the comprehensive general liability policy must include coverage for bodily injury liability, property damage, and personal injury. If an agency permits anyone associated with it to carry a firearm in the course of duty, it must also have coverage for injury or damage resulting from the use of firearms.

IMPORTANT: Insurance liability policies must be obtained from an insurer authorized by the Office of the Commissioner of Insurance (OCI) to do surety business in Wisconsin. Please view OCI's website at <https://sbs-wi.naic.org/Lion-Web/jsp/sbsreports/CompanySearchLookup.jsp> to verify that the insurer affording coverage is an authorized provider in Wisconsin. Surplus line insurers are not authorized to do surety business in Wisconsin. The Department may only accept insurance from surplus line insurers if the policy has a "cut-through endorsement" to an authorized insurance company.

AGENCY INFORMATION:

Name of Private Detective Agency

Date

State Process Service Inc.

08 / 05 / 2016

Private Detective/Security Agency's Wisconsin License #

Insurance Policy #

16016-62

CP3167220

THE INSURANCE AGENT MUST ANSWER THE QUESTIONS BELOW and return this form with the certificate of liability insurance as well as cut-through endorsement, if applicable. Do not send these forms separately to DSPS, as they will not be accepted.

1.	Certificate of Insurance - The attached Certificate of Liability Insurance meets the requirements stated above.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Private Detectives - The attached policy covers the Private Detective Agency and all licensed Private Detectives employed by the agency.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Private Security Personnel - The attached policy covers the Private Detective Agency and all licensed Private Security Persons employed by the agency.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.	Firearms - The attached policy includes coverage for injury or damage resulting from the use of firearms.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Signature of Authorized Insurance Company Representative

Date

Walter J. Frank

08 / 05 / 2016

Name of Insurance Agency

Daytime Telephone Number

Robertson Ryan & Associates

414-271-3575

Email Address of Insurance Agency

wfrank@robertsonryan.com



Milwaukee County

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

June 27, 2017
NOTICE OF INTENT TO AWARD

RFP: 98170007

Opening Date: 04/28/2017

Date of Notification: 06/27/2017

The Milwaukee County Sheriff's Office has reviewed the proposals received in response to RFP#98170007 for Civil Process Service.

It is Milwaukee County's intent to award an agreement to:

**State Process Service, Inc.
11430 W. Bluemound Rd., Suite 11
Wauwatosa, WI 53226**

Thank you for participating and submitting a proposal related to the above solicitation. Unsuccessful bidders may protest this determination as provided in MCGO section 32.50.

Sincerely,

Andrew Desnoyers

Buyer - Procurement Division

Milwaukee County

901 N, 9th Street, Rm 308

Milwaukee, WI 53233

Phone: 414-223-8128

Fax: 414-223-8124

E-mail: andrew.desnoyers@milwaukeecountywi.gov

Milwaukee County Procurement Website: <http://county.milwaukee.gov/Procurement7902.htm>



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
MILWAUKEE COUNTY**

DBE Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747.

FUNDING SOURCE

Is this a federally funded project? No What percentage? 0
 Source of Funds: FAA FTA DOT (includes WisDOT) Other: Tax Levy

CONTACT INFORMATION

Contract Administrator: William Lethlean Date: 08/17/2017
 Building: Safety Building Room No.: 224 Phone: 414-278-5345
 Fund: 1 Agency: 400 Org No. 4086

PROJECT INFORMATION

Project Name: Civil Process Legal Paper Service Project No.: NA

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
Non-professional service contract with State Process Service Inc. to provide civil process paper service in Milwaukee County.

Contracting Opportunities (List NAICS codes): 561110

RFP will be used (Yes/No) Yes Advertising Date: April 29, 2017 Bid/Proposal Due Date: June 2, 2017

TYPE OF PROJECT

Professional Services	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>
	\$ <u>78,333</u>	<u>0</u> %

Construction Related	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
General Construction	\$ _____	\$ _____	_____ %
Plumbing	\$ _____	\$ _____	_____ %
HVAC	\$ _____	\$ _____	_____ %
Electrical	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? Yes No Resolution #: _____ (**attach resolution**)
Request for a goal of 0% requires a full scope of project attached, explanation and signature of department head.

WILLIAM R. LETHLEAN William R Lethlean 8/16/17
 Department/Division Administrator Name Signature Date

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals:
 _____ % _____ %
 This contract is exempt from the DBE goal: Yes No

Approved: _____ Date: _____

COMMUNITY BUSINESS DEVELOPMENT PARTNERS

DBE AVAILABILITY VERIFICATION BY NAICS CODE FOR CONTRACTING OPPORTUNITIES

Contract Administrator: _____ Date: _____

Contracting Opportunities: [Please check all that apply, and add if not listed]

*	NAICS CODE	DESCRIPTION	# of DBEs Available (CBDP use)
	212319	Other Crushed & Broken Stone Mining & Quarrying	
	212321	Construction Sand & Gravel Mining	
	212322	Industrial Sand Mining	
	236117	New Housing Operative Builders	
	236118	Residential Remodelers	
	236210	Industrial Building Construction	
	236220	Commercial & Institutional Building Construction	
	237110	Water & Sewer Line & Related Structures Construction	
	237120	Oil & Gas Pipeline & Related Structures Construction	
	237130	Power & Communication Line & Related Structures Construction	
	237310	Highway, Street & Bridge Construction	
	237990	Other Heavy & Civil Engineering Construction	
	238110	Poured Concrete Foundation & Structure Contractors	
	238120	Structural Steel and Precast Concrete Contractors	
	238130	Framing Contractors	
	238140	Masonry Contractors	
	238150	Glass and Glazing Contractors	
	238160	Roofing Contractors	
	238170	Siding Contractors	
	238190	Other Foundation, Structure & Building Exterior Contractors	
	238210	Electrical Contractors & Other Wiring Installation Contractors	
	238220	Plumbing, Heating & Air-Conditioning Contractors	
	238290	Other Building Equipment Contractors	
	238310	Drywall & Insulation Contractors	
	238320	Painting and Wall Covering Contractors	
	238330	Flooring Contractors	
	238340	Tile & Terrazzo Contractors	
	238350	Finish Carpentry Contractors	
	238390	Other Building Finishing Contractors	
	238910	Site Preparation Contractors	
	238990	All Other Specialty Trade Contractors	
	323114	Quick Printing	
	323116	Manifold Business Forms Printing	
	323117	Books Printing	
	323119	Other Commercial Printing	
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing	
	327215	Glass Product Manufacturing Made of Purchased Glass	
	327320	Ready-Mix Concrete Manufacturing	
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel	
	332116	Metal Stamping	
	332311	Prefabricated Metal Building & Component Manufacturing	
	332312	Fabricated Structural Metal Manufacturing	
	332321	Metal Window & Door Manufacturing	
	332322	Sheet Metal Work Manufacturing	
	332323	Ornamental & Architectural Metal Work Manufacturing	
	332510	Hardware Manufacturing	
	423210	Furniture Merchant Wholesalers	
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers	

423320	Brick, Stone & Related Construction Material Merchant Wholesalers	
423330	Roofing, Siding & Insulation Material Merchant Wholesalers	
423390	Other Construction Material Merchant Wholesalers	
423510	Metal Service Centers & Other Metal Merchant Wholesalers	
423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers	
423690	Other Electronic Parts & Equipment Merchant Wholesalers	
423710	Hardware Merchant Wholesalers	
423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers	
423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers	
423740	Refrigeration Equipment & Supplies Merchant Wholesalers	
423840	Industrial Supplies Merchant Wholesalers	
443120	Computer & Software Stores	
445299	All Other Specialty Food Stores	
453110	Florists	
453210	Office Supplies and Stationery Stores	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	
454210	Vending Machine Operators	
454390	All Other Direct Selling Establishments	
485991	Special Needs Transportation	
485999	All Other Transit & Ground Passenger Transportation	
488410	Motor Vehicle Towing	
492110	Couriers & Express Delivery Services	
492210	Local Messengers & Local Delivery	
493110	General Warehousing & Storage	
517110	Wired Telecommunications Carriers (except Satellite)	
523120	Security Brokers and Dealers	
523930	Investment Advice	
524210	Insurance Agents, Brokers and Service	
524291	Claims Adjusting	
524292	Third Party Administration of Insurance	
532490	Equipment Rental and Leasing, NEC	
541110	Office Administrative Services	
541211	Accounting, Auditing and Bookkeeping	
541213	Tax Return Preparation Services	
541219	Accounting Services/Other	
541310	Architectural Services	
541320	Landscape Architectural Services	
541330	Engineering Services	
541340	Drafting Services	
541360	Geophysical Surveying & Mapping Services	
541370	Surveying & Mapping (Except Geophysical) Services	
541380	Testing Laboratories	
541410	Interior Designs Services	
541420	Industrial Design Services	
541430	Commercial Art and Graphic Design / Graphic Design Services	
541511	Custom Computer Programming Services	
541512	Computer Systems Design Services	
541513	Computer Facilities Management Services	
541611	Management Consulting Services	
541613	Marketing Consulting Services	
541618	Other Management Consulting Services	
541620	Environmental Services	
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)	
541810	Advertising Agencies	
541820	Public Relations Services	
541860	Direct Mail Advertising Services	
541910	Educational Research Commercial	

