



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

RFP NUMBER

RFP #106124

RFP TITLE

Program Evaluation/Management Auditing Services

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit proposals for two program evaluation topics: the Dane County criminal justice system with a focus on jail management, and Department of Human Services Adult Mental Health services, with a focus on inpatient utilization.

**DEADLINE FOR
RFP
SUBMISSIONS**

2:00 P.M. Central Time

October 25, 2006, 2006

LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED

**SUBMIT RFP TO
THIS ADDRESS**

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

**SPECIAL
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number
- Place the Signature Affidavit as the first page of your proposal
- Submit an original and (5) complete copies

**DIRECT ALL
INQUIRES TO**

NAME Carolyn Clow

TITLE Purchasing Agent

PHONE # (608) 266-4966

FAX # 608/266-4425

EMAIL clow@co.dane.wi.us

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: September 22, 2006

#106124

Dane County Vendor Registration Program

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com , or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION
 - 1.1 Introduction and background
 - 1.2 Scope of project
 - 1.3 Procuring and contracting department/division
 - 1.4 Definitions
 - 1.5 Clarification of the specifications
 - 1.6 Reasonable accommodations
 - 1.7 Calendar of events
 - 1.8 Contract term and funding
- 2.0 PREPARING AND SUBMITTING A PROPOSAL
 - 2.1 General instructions
 - 2.2 Proprietary Information
 - 2.3 Incurring costs
 - 2.4 Submitting the proposal
 - 2.5 Proposal organization and format
 - 2.6 Multiple proposals
 - 2.7 Oral presentations and site visits
- 3.0 PROPOSAL SELECTION AND AWARD PROCESS
 - 3.1 Preliminary evaluation
 - 3.2 Proposal scoring
 - 3.3 Right to reject proposals
 - 3.4 Evaluation criteria
 - 3.5 Award and final offers
 - 3.6 Notification of intent to Award
- 4.0 GENERAL PROPOSAL REQUIREMENTS
 - 4.1 Introduction
 - 4.2 Organization capabilities
 - 4.3 Staff qualifications
 - 4.4 Proposer references
- 5.0 TECHNICAL REQUIREMENTS
 - 5.1 Overview of technical requirements
 - 5.2 Approach to program analysis
 - 5.3 Time table for completion
 - 5.4 Limitations/conditions
- 6.0 COST PROPOSAL
 - 6.1 General instructions on submitting cost proposals
 - 6.2 Format for submitting cost proposals
 - 6.3 Fixed Price Period
- 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS
 - 7.1 Payment requirements
 - 7.2 Living wage requirement

8.0 2006 PROGRAM REVIEW TOPICS

9.0 REQUIRED FORMS

ATTACHMENTS

A. Signature Affidavit

B. Vendor Data Sheet

C. Reference Data Sheet

D. Designation of Confidential and Proprietary Information

E. Cost Summary Page

10.0 STANDARD TERMS & CONDITIONS

1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Program Evaluation/Management Auditing Services.

The County as represented by its County Board of Supervisors intends to use the results of this process to award a contract for program review services.

1.2 Scope of the Project

1.2.1 Project Description: The Dane County Board of Supervisors is soliciting proposals from interested firms and/or individuals for program review services. These services would generally be described as program evaluation, program audit, management audit, or program effectiveness review.

1.2.2 Objectives: The intent of contracting for these services is to provide technical assistance; data, program, and policy analysis; and other critical information to assist the County Board in carrying out its general oversight responsibilities for county government operations, and to provide recommendations for management improvement.

1.2.3 Needs:
The County Board is interested in contracting for the review of selected programs operated or managed by county departments. For each selected project, the selected firm will be expected to develop a plan for carrying out the specific projects identified by the County Board's Executive Committee. The successful proposer is expected to provide a report which identifies and documents areas of concern, and makes recommendations for improvement. Dane County reserves the right to award each of the two projects separately.

Services to be provided by the successful proposer will include but not be limited to: data collection and analysis, including budget, revenue and expenditure data; review of payroll and time reporting information as appropriate; review and analysis of department policies and procedures; review of federal laws and regulations, state statutes and administrative rules, and county ordinances governing selected programs, as appropriate; achieving goals; periodic status reports to the County Board Chair, the Office of the County Board, and/or the Executive Committee or a project advisory committee; production of a final written report; and a presentation of findings and recommendations to the County Board.

The specific needs identified in this proposal are detailed in Section 8.0. Two separate program evaluation topics are included in this RFP: a comprehensive review and assessment of the criminal justice system with a focus on jail management, and an audit of adult mental health services with a focus on inpatient utilization.

1.2.4 Current Operations: Details regarding current operations for each topic can be found in Section 8.0.

1.3 Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by Dane County, Department of Administration, Purchasing Division, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Carolyn Clow.

The contract resulting from this RFP will be administered by Dane County, Office of the County Board of Supervisors. The contract administrator will be Karin Peterson Thurlow.

1.4 Definitions

The following definitions are used throughout the RFP.

County means Dane County, Office of the Dane County Board of Supervisors

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

Contractor means proposer awarded the contract.

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by mail , fax or e-mail on or before October 11, 2006 at 3:00 p.m. to

Carolyn Clow
Dane County Purchasing Division
Room 425 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345
VOICE: (608) 266-4966 FAX: (608)266-4425
E-MAIL: clow@co.dane.wi.us

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
September 22, 2006	Date of issue of the RFP
October 11, 2006	Last day for submitting written inquiries
October 13, 2006	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm
October 25, 2006	Proposals due from vendors
Early November, 2006 (est.)	Oral presentation by invited vendors
Mid-November, 2006 (est.)	Notification of intent to award sent to vendors
December 15, 2006 (est.)	Contract start date

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 1 year from that date, with an option by mutual agreement of the County and contractor, to renew for one additional six month period.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Submitting the Proposal

Proposers must submit an original and five (5) copies of all materials required for acceptance of their proposal by Wednesday, October 25, 2006 at 2 p.m. to:

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY-COUNTY BLDG
210 MARTIN LUTHER KING JR BLVD
MADISON WI 53703-3345

Proposals must be received in the above office by the specified time stated above. All proposals must be time-stamped in by the County Purchasing Division by the stated time. Proposals not so stamped will not be accepted.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.5 Proposal Organization and Format

Vendors can choose to respond to one or both of the two audit topics. If a vendor chooses to respond to both topics, then the proposal should include each of the required sections detailed below for each topic.

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)

Cost proposal (See Section 6 of this RFP)

There are two specific topics, and proposers should make cost proposals for each topic. The first topic, a comprehensive review of the criminal justice system with a focus on jail management, includes four specific areas for analysis. Dane County seeks a comprehensive analysis that addresses each of these areas and component pricing for each of the four specific areas, as well as a full price for the complete analysis. Finally, proposals should include information regarding the cost to collect data for each of the two study topics.

- Required forms (See Section 8 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Data Sheet
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Cost Summary Page
- Appendices (Additional Information the proposer submits)

2.6 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.7 Oral Presentations and Site Visits

Selected vendors may be required to make oral presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, and/or conduct an on-site visit and use the results in scoring the proposals.

The Dane County Evaluation Team, appointed by the County Board Chair, will review all proposals. Those candidates judged most qualified may be scheduled to appear before an interview panel. Those selected for an interview must be prepared to discuss their approach for this project, a timetable and basis of their fee schedule.

The County's Executive Committee will determine which specific project from the list in Section 8.0 will be selected. More than one project may be selected, but the selection of projects may not be simultaneous. The same proposer may be selected to complete more than one project, or different proposers may be chosen for each project selected, depending upon qualifications.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	30
	a. Organization	5
	b. Staff	15
	c. References	10
2.	Technical Requirements	50
	a. Approach to Program Analysis	35
	b. Timetable for work completion	15
3.	Cost	<u>20</u>
	TOTAL	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Section 8.0 is a list of projects for which the Board is considering contracting for services. Proposers should identify the projects for which they wish to be considered, and include at a minimum the information identified below for each project for which the proposer wishes to be considered.

Each proposer shall be required to include the following items in their (5) copies of the proposal. Exclusion of any of these items could be grounds for proposal rejection by the Dane County Purchasing Division.

4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates, and results.

4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

4.4 Proposer References

Proposers must include in their proposals a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

Describe in detail the analytical approach, time table for completion of the project, and limitations/conditions are critical to the projects.

5.2 Approach to Program Analysis

Provide a description of the planning, research and analytical techniques to be used in your approach to the project.

5.3 Time Table for Completion

State the proposal time table necessary to complete the work for the project(s) included in your proposal.

5.4 Limitations/Conditions

State clearly any limitation or condition that you may wish to include in the contract.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Two (2) copies of the cost proposal should be submitted in a separate envelope with the written proposal. The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

Include pricing information, preferably stated as an hourly rate, including a schedule for staff and/or consultants to be used on each project. Total out-of-pocket expenses to be reimbursed should be separately identified. In addition, a total all inclusive maximum price should be included. Since each of the projects may be awarded separately, price each project separately.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

A payment schedule will be negotiated with the successful proposer.

7.2 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2006 is \$9.31. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm

2006 Program Review Topics

TOPIC ONE

The first program evaluation topic is a comprehensive review and assessment of the Dane County criminal justice system, with a focus on jail management. The following is a description of the jail and recent population and budget figures.

Background

The Dane County jail is comprised of three facilities, with a total design capacity of 949.

- The City-County Building (CCB) Jail, located at 210 Martin Luther King, Jr. Blvd. occupies the top two floors of the building. It is a maximum security facility, separated into four wings, with women housed in one of the wings. Design capacity of the CCB Jail is 341 beds, with 24 segregation cells.
- The Public Safety Building Jail (PSB), located at 115 W. Doty St., is designed as a medium/minimum security facility and uses the direct supervision model in the inmate housing units. The facility has a capacity of 464 plus 20 segregation cells. There are 200 beds each on the third and fourth floors. The first floor houses the Booking Center and has 64 beds for newly arrested inmates awaiting initial appearance court or inmates who need to be classified before being housed elsewhere in the jail system.
- The Ferris Center Jail is the work release center, or Huber Center, located at 2120 Rimrock Rd. It was built in the early 1980s with a capacity of 72, with a second floor added in 1992 to bring the total capacity to 144. It is a minimum security facility housing sentenced inmates with work release privileges. The Ferris Center also houses Sheriff's Office staff that monitor the jail diversion program.

The County is in the process of finding a site for a new Alcohol and Drug Abuse (AODA) treatment facility and a Huber Center to replace the Ferris Center. The new facility will have 448 beds. When completed, possibly by 2009, there will be a total of 1,284 beds in the Dane County system.

The Division of Security Services in the Dane County Sheriff's Office is responsible for the operation of the three jail facilities. The Division holds pre-trial detainees for all law enforcement agencies in Dane County, houses sentenced prisoners, and administers the work release program. The Division also maintains a jail diversion program monitored by deputies, as well as a volunteer inmate program where inmates donate their time to various community projects. With the opening of the new courthouse in 2006, the Sheriff's staff also maintains security and guards inmates in the temporary holding facility which can hold an additional 50 inmates.

The 2006 adopted budget for the Division of Security Services is \$25.8 million. The majority of the budget, \$22.36 million, is funded with County general purpose revenue. The Division has a staff of 245.

The Sheriff's Office 2005 annual report includes data regarding the jail population. The average daily population in 2005 was 1,007. There were 16,749 bookings, averaging 322 per week, and 16,878 releases, for an average of 324 per week.

Total inmate bed days were 367,515. Peak population for 2005 was achieved on October 30, with 1,103 inmates. Nearly three-quarters of all inmates booked during the year were incarcerated for 10 days or less. The comparison overall of sentenced vs. unsentenced shows that 56.7% of all bookings are for unsentenced inmates, 20.7% are for sentenced, and 22.5% are for other kinds of bookings, such as federal inmates, or inmates in transit.

Due to limited bed space, Dane County inmates were housed in other county jails for a total of 34,803 bed days at a cost of \$1,981,166.

Proposed Topic Area

Dane County is soliciting proposals from qualified firms/individuals to provide a comprehensive review and assessment of the county's criminal justice system, with a focus on jail management. The analysis will contain recommendations regarding jail capacity and detention modes, as well as methods to safely and cost effectively manage the overall system.

While the county seeks a comprehensive assessment of the system, considerable work has been performed internally to evaluate alternatives to incarceration. The expectation is that, in addition to the specific tasks delineated below, the analysis will include a review of evaluative work done by Dane County regarding jail diversion programs.

The primary objectives of the overall analysis will be:

1. To identify the makeup of the jail population, and appropriateness of placement of prisoners within the system;
2. To identify bottlenecks in the current system and approaches to resolve these bottlenecks;
3. To determine to what extent the jail may be overcrowded and recommend steps the County can take to alleviate overcrowding;
4. To gather aggregate trend and comparative data to forecast future demand on the county jail and alternative programs; and
5. To make recommendations regarding programs, staffing, management, and facilities.

A general overview of the scope of work to be performed follows:

1. Assessment of the inmate population
2. Crime and inmate population projections
3. Jail system assessment and evaluation
4. System coordination recommendations/management plan

The four specific areas for analysis are delineated below. Dane County seeks a comprehensive analysis that addresses each of these areas. Dane County further requests component pricing for each of the four specific areas, as well as a full price for the complete analysis. Finally, proposals should include information regarding the cost to collect data for the study.

Assessment of inmate population/Placement of prisoners: This should include both a profile of who is currently in jail as well as a tracking study for the flow of individuals through the system. The analysis would include inmate background information and admission and release information.

The Dane County Jail System utilizes a behavior-based classification system. Factors such as past institutional behavior, severity of charges, and court status, etc. are evaluated by Hearing and Classification Specialists. All post-arraignment inmates are classified and then placed in a housing unit appropriate for the classification.

Inmates who come into jail under the influence of alcohol or other drugs are placed in a special review area before they are moved to regular housing. This review involves medical assessment, mental health assessment, and detoxification if needed.

Many inmates have alcohol and other drug abuse (AODA) issues and/or suffer from mental health issues.

The audit should address the following:

- 1. Delineate admission and release practices and identify opportunities for administrative efficiencies.*
- 2. Document how the Sheriff's Office evaluates inmates and the decision-making process for where they are placed within the facility. Perform an assessment of the appropriateness of placements.*
- 3. Is there adequate space and appropriate resources for prisoners with special needs?*
- 4. How could the placement of inmates be improved? Identify best practices.*
- 5. Review the evaluative work done by Dane County regarding jail diversion programs.*

Crime and inmate population projections/Housing inmates in other county jails: Crime and inmate population projections affect how the Sheriff manages resources and plans for the future. Sometimes the jail is overcrowded and the Sheriff houses inmates in other county jails or uses alternatives to incarceration.

Due to the overcrowding of maximum-security space, Dane County inmates were housed in 12 different county jails in 2005—Brown, Clark, Columbia, Jefferson, Juneau, Lafayette, Marquette, Ozaukee, Sauk, Walworth, Waupaca and Waushara.

The highest number of inmates housed out of county unrelated to any special event was 177 on October 6 2005. The ADP for inmates housed out of county in 2005 was 95.

A total of 1130 inmates were housed in other counties, and 1056 inmates were conveyed from other counties back to Dane County in 2005. Deputies traveled a total of 54,965 miles, completing 574 conveyances due to overcrowding. Of these trips, 191 took inmates to other counties, and 383 were to bring the inmates back to Dane County for court or release. The conveyances required 1160.5 deputy hours of regular time and 1612 hours of overtime.

In 2005, Dane County inmates were housed in other county jails for a total of 34,803 bed days at a cost of \$1,981,166. The 2006 budget includes a \$450,000 increase in transporting for a total of \$1,064,650. According to the Sheriff, transporting of inmates has created problems. Inmate grievances have increased and disturbances and disciplinary proceedings have resulted when inmates have physically refused to be moved to another facility. Transporting inmates has resulted in a higher concentration of problem inmates because other jails will only take inmates without problems. An inmate who is considered a candidate for transporting must not have any medical, mental health, or discipline issues or any pending court appearances.

Some believe that it is more economical for Dane County to contract for beds in jails in other counties than to build and staff new jail cells. Others believe the need for greater capacity will not decline and the county should build additional beds.

The audit should address the following:

1. Crime and inmate population projections should take into consideration national and state crime and arrest trends, admission rates, average length of stay, county population projections – including geographic factors, age, and at-risk population, peaking factors, and classification factors.
2. What is the full cost of housing inmates in jails in other counties? Break down the cost not only for housing the inmate but also transporting the inmate, including salaries, fuel and vehicle costs.
3. Will other counties continue to have jail beds available in the future? Is use of beds in other counties a sustainable approach to housing Dane County’s jail population? Forecast jail population for the next 5, 10, and 15 years.
4. How does the cost of transporting and housing inmates in jails in other counties compare to the cost of building and staffing additional capacity at the Public Safety Building? Provide a detailed cost comparison of the two approaches, including the potential for generating revenue from excess capacity.

System wide Assessment and Evaluation/Jail Management: Previous program reviews have addressed Sheriff’s Office overtime and the jail medical services contract. With a budget of over \$25 million, the operation of the jail is one of the largest of county services and it relies heavily on locally-generated revenues. As such, there is interest in resource management within the jail.

A management study would provide:

- *Flowchart for misdemeanor and felony case – including length of confinement*
- *Role of Sheriff’s Office, including pre-arrest and post-arrest practices and operational policies*
- *Role of jail administration – including booking and admission procedures, population management, jail capacity*
- *Role of prosecution, including intake and screening practices, decision to divert, case management practices, role in bail process, role in sentencing*
- *Role of pretrial services, include risk assessment, delegated release authority, diversion screening, special population screening, supervision of release conditions, monitoring of jail population, intermediate sanctions*
- *Role of Judiciary, including prompt bail setting, delegated release authority, calendaring of case, bond review hearings, case management, adjudication of special populations, sentencing*
- *Role of Defense, including early participation by defenders, case review, defender caseloads, case management*
- *Role of external factors, including substance abuse agencies, state corrections, federal corrections, executive orders*
- *Role of alternatives to incarceration*

The study would address:

- *any prominent problems in the facility,*
- *an organizational climate survey,*
- *assessment of every aspect of the facility’s operations, training, and management functions, to include manpower allocations, shift schedules, and departmental organization.*

The study would provide data about the Division of Security Services’ strengths and weaknesses for strategic planning.

The study would conduct a cost-benefit analysis of approaches to inmate management, including incarceration at the jail, the transporting and housing of inmates in other facilities in other counties, and alternatives to incarceration.

The study would make recommendations regarding the most cost-effective approach to public safety.

System Coordination Recommendations/Management Plan The successful proposal will address the following:

1. *Recommendations on methods to manage the jail population, prioritized in order of impact.*
2. *Cost of each recommendation must be estimated and potential funding sources identified.*
3. *Each recommendation should include advantages and disadvantages.*

The recommendations should address the following issues:

- *Best practices from around the nation*
- *Case processing efficiencies*
- *Information systems communications*
- *Performance standards*
- *Operational efficiencies*
- *Review of alternatives to incarceration*
- *Cost savings*

Specific deliverables which will be produced as a result of the assessment include:

- A report on the system-wide assessment which will include an executive summary of the findings and a plan for implementation, in both hard and electronic copy
- Reports on inmate population, in both hard and electronic copy.
- Regular contact with an advisory committee to evaluate progress on the assessment and identify any areas of concern.
- Since the study period will cross the county's fiscal year, the county will require an end-of-year status report and quarterly reports thereafter.
- Formal presentations of the final report to the County Board or County Board committees.

TOPIC TWO

In addition to jail management, Dane County is interested in a key program area within the Department of Human Services.

Audit of Adult Mental Health Services, with a focus on Inpatient Utilization

The Adult Mental Health System is part of the Department of Human Services, Adult Community Services Division. Services are provided through contracts with eighteen different private non-profit agencies. Most of the services are for persons who have a serious and persistent mental illness, however, anyone who is indigent and in need of ongoing or situational mental health services is eligible to receive

services. Additionally, an array of comprehensive services is provided to people who have the most serious and persistent mental illnesses. In most instances these services are for persons who have psychotic disorders requiring services not available through the private sector.

Adult Mental Health Services include crisis intervention, psychiatric inpatient services, case management, psychotherapy, medications, community support programs, day treatment, supervised living arrangements, and work related services. Most mental health services are provided on a sliding fee scale. Individuals with limited income and assets will pay little or no fee. When people have health insurance, their insurance company is billed for covered services. The State of Wisconsin's Uniform Fee Schedule is used for many services.

The total 2006 budget for the mental health system is \$16.39 million, with \$5.4 million of that amount from GPR support.

In 2005 Dane County served a total of 4,683 persons in a Community Based Program.

The inpatient stays in 2005 in Psychiatric Setting (including county funded stays at community hospitals and the Mendota Mental Health Institute) were 257 persons (these were not in days but in number of patients).

The chart below is in patient days not number of patients. It shows an increase in inpatient days over time.

Year	Inpatient_Days
2005	2,772
2004	2,052
2003	2,123
2002	2,014
2001	1,832
2000	1,940
1999	1,162
1998	1,050

Dane County's Adult Mental Health System has long had a positive reputation as a high quality, comprehensive network of community based supportive services. Recently however, inpatient hospitalizations have increased. DCDHS expenses for Mendota Mental Health Institute were \$1.2 million in 2004, \$1.5 million in 2005 and are approaching \$1.8 million in 2006. Growth in inpatient utilization is a key indicator that the existing service delivery system is not adequately addressing the needs of local residents. This audit would examine adult mental health services and make recommendations for system improvement.

Specific deliverables which will be produced as a result of the audit include:

- A report on system-wide improvement which will include an executive summary of the findings and a plan for implementation, in both hard and electronic copy.
- Regular contact with an advisory committee to evaluate progress on the audit and identify any areas of concern.
- Formal presentations of the final report to the County Board or County Board committees.

The audit should address:

- 1. What is the current service array and continuum, and is this the appropriate mix of services for the next 5 – 10 years? Are any shifts in the service array recommended?*
- 2. How many people are currently waiting for adult mental health services and how many people enter services each year from the waiting list?*
- 3. What factors are influencing inpatient utilization? Is inpatient utilization likely to change in the next 1 – 5 years and, if so, how? What action, if any, should Dane County take regarding inpatient utilization?*
- 4. To what degree has Dane County incorporated recovery principles into its mental health programs? What improvements, if any, could Dane County pursue in this area?*
- 5. Are there best practices from across the country that Dane County should consider implementing?*
- 6. What impact will SSI Managed Care and other managed care programs have on the adult mental health system?*

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Cost Summary Page

SIGNATURE AFFIDAVIT

In 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 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 proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith.

Name (Type or Print) Title

Signature Firm

Address: (Street, City , State, Zip Code)

Telephone Fax E-Mail

Date

VENDOR DATA SHEET

1. **Proposing Company Name** _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

2. **Contact Person in the event there are questions about your proposal**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

3. **All vendors that have 20 or more employees and that are awarded \$20,000 or more on this contract will be required to submit Affirmative Action information to the County Contract Compliance Office. Please list the Person in your Company we can contact about this plan.**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

4. **Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, 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. Attach additional sheets if needed.

Section	Page Number	Topic

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, 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.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

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

Signature-Authorized Representative

Company Name

Print Name-Authorized Representative

Date

Submit with RFP

ATTACHMENT E
COST SUMMARY SHEET

ITEM DESCRIPTION	COST
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STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price,

the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted

vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the

national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a

result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County

upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, 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 shall be the property of the County.

22.3 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are

encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to

comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.