



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Sheriff's Office

RFP NUMBER

109038

RFP TITLE

INMATE TELEPHONE SYSTEM

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for inmate telephone system

DEADLINE FOR
RFP SUBMISSIONS

**July 31, 2009
2:00 P.M. Central Time**

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

VENDOR
CONFERENCE

June 29, 2009 (See Sec 1.7)

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 one original and (10) copies of your technical proposal**
- Submit one original and (10) copies of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

DIRECT ALL
INQUIRES TO

NAME Francisco Silva

TITLE Purchasing Agent

PHONE # 608/267-3523

FAX # 608/266-4425

EMAIL silva@co.dane.wi.us

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: **6/15/09**

Dane County Vendor Registration Program

All bidders wishing to submit a proposal must be a *paid registered vendor* with Dane County. Prior to the RFP 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.

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for an Inmate Telephone System for the Dane County Jail.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by the Dane County Sheriff's Office. The contract administrator will be Captain Jeffrey Teuscher.

This Request for Proposal (RFP is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

Dane County is requesting proposals for an Inmate Telephone System. The inmate telephone system vendor shall furnish, install, and maintain a coin-less and collect-only telephone system for the Dane County Jail.

The Dane County Jail is comprised of three facilities:

The City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., Madison, is a linear style jail which was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded to occupy the west wing of the City-County Building, bringing the final capacity of that facility to 334 beds. In 2001 a reconstruction job was completed on the CCB. The reconstruction did not add any additional beds, but retooled areas of the CCB that were abandoned when the Public Safety Building Jail opened.

The CCB is our maximum-security facility and is separated into four wings, 6 East, 7 East, 6 West, and 7 West. Female inmates are housed in the 7 East wing.

In 1994 the Public Safety Building (PSB), located at 115 W. Doty St., Madison, opened with 464 beds. The PSB is designated as a medium/minimum security facility and uses the direct supervision model in the inmate housing units. There are 200 beds each on third and fourth floors. In 2008, 4 additional beds were added to the third and fourth floors bringing them up to a combined total of 408 beds. The first floor houses our 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 William H. Ferris Center, (FC), located at 2120 Rimrock Rd., Madison, is our

work release facility. It was built in the early 1980s with a capacity of 72. It is a minimum security facility housing mostly sentenced inmates with work release privileges. In 1992 a second floor was added to the Ferris Center to bring its total capacity to 144. In 1994 the second floor was closed with the opening of the Public Safety Building, but by 1997 it was necessary to re-open it due to jail overcrowding. Double bunking brings the facility capacity up to a total of 288 beds. Each floor consists of three wings which are managed through indirect supervision. In 2004, the Ferris Center underwent a remodeling project to retool the bathrooms, showers and mechanicals.

In addition to the three jail facilities, the Dane County Courthouse is to be included in the scope of the contract for inmate telephone services. The Dane County Courthouse, located at 215 South Hamilton Street, was opened in 2006. It has a rated capacity of 85 inmates. Inmates are held in this area on a short-term basis for attendance in court.

There is connectivity between the CCB, the Public Safety Building Jail, and the Dane County Courthouse via secure tunnels between the buildings on the basement level.

This proposal shall also cover any other facility(ies) constructed by Dane County for the purpose of housing inmates during the span of this contract.

1.2.2 Objectives

Dane County is requesting proposals from firms to provide an inmate telephone system, which shall include, at no cost to the County, installation, maintenance, and service of the equipment and the telephone system as a whole. The vendor must provide a complete “turn-key” fully operational system, which will provide local, interlata and intralata service. This method of providing service will include a single primary vendor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged to obtain and maintain end-to-end service.

Dane County is interested in two methods of cost proposals. The first cost proposal method, method #1, for the procurement of telephone services is designed to achieve the lowest possible cost for inmates consistent with public safety. Under this proposal, Dane County would not enter into a contract intended to generate revenues in excess of the costs of providing inmate phone services to jail inmates.

Under cost proposal method #2, the County expects an appropriate commission. The County, however, is not interested in increasing the costs to the parties, and in fact, is looking to decrease this cost if possible.

1.2.3 Needs

The minimum requirements of this system shall consist of two hundred and twenty three (223) inmate telephone sets; installed in inmate areas within the Dane County Jail System and the Dane County Courthouse.

1.2.4 Current Operations

Current operations provide 165 telephones located in the City County Building, Public Safety Building, William H. Ferris Center, and the Dane County Courthouse. A monitoring and recording system provides jail personnel with the capability to monitor telecommunications for institutional security purposes. Funding for the telephone-based APPRISS/VINE victim notification system is provided by the current inmate telephone vendor. Telephone commissions are paid monthly to Dane County.

The current rate schedule is as follows:

Collect Calls:

Call Type	Connect Fee	Usage Fee per Minute
Local	\$4.25	\$0.10
Intralata	\$4.25	\$0.45
Intrastate	\$3.95	\$0.69
Interstate	\$3.95	\$0.89

Debit Calls:

Call Type	Connect Fee	Usage Fee per Minute
All Calls	\$0	\$0.50

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

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

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

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

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg**

**210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

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

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

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

1.6 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
June 15, 2009	Date of issue of the RFP
June 29, 2009	Vendor conference
July 6, 2009	Last day for submitting written inquiries (2:00 p.m. Central Time)
July 10, 2009	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
July 31, 2009	Proposals due from vendors
Mid August 18, 2009	Oral presentation by invited vendors
Early September, 2009	Demonstrations by invited vendors
Mid September, 2009	Notification of intent to award sent to vendors
November, 2009	Contract start date

1.7 Vendor Conference

A vendor conference will be held to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. All vendors who intend to respond to the RFP are to attend the vendor conference. If a vendor fails to attend the conference and submits a proposal, the proposal will be

rejected.

The conference will be conducted by the COUNTY at the Public Safety Building, 115 W. Doty St., Room 2002, Madison, WI 53703, and provides an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour the facilities.

Participation in the conference is mandatory for any vendor intending to submit a proposal in response to this RFP. The site tours are also mandatory to avoid the situation of a proposal being submitted without the vendor having seen the facilities. Any company planning to attend the conference and site tours must submit a “**Registration Form**” **See Attached** to include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver’s license or other officially-issued photo identification. At least one representative from the company electing to consider bidding and not more than three individuals may participate for a single vendor. Any additional participants must receive the advance approval of COUNTY. While the conference and site tours are mandatory, it is not mandatory that the same company representatives participate in both activities. Delegation of each task assignment is at the discretion of the vendor; however, at least one company representative must represent the vendor at each activity. Additional information will be required of those participating in the site tour for jail access purposes. The conference scheduled for 9:00 am, June 29, 2009 with the morning devoted to this activity and the afternoon dedicated to touring the Dane County Jail facilities.

Date: Monday, June 29, 2009
Time: 9:00 am
Location: Dane County Sheriff’s Office
Room 2002
115 West Doty
Madison, WI 53703

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 3 year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for 2 additional 1-year periods.

1.9 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)

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 proposal plus references and any required on-site visits or oral interview 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 Vendor Registration

All vendors wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the RFP 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.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

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

2.6 Required Copies

Vendors must submit **an original and 10 copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD.**

2.7 Proposal Organization and Format

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)
- Required forms (See Section 8 of this RFP)

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

2.8 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. The county will evaluate any offered alternatives in terms of its needs and interests and either accept or reject the alternative proposal(s) as it deems it to be in its best interest. However, inability to contractually guarantee any statement or specification in the bid may result in elimination from consideration.

2.9 Oral Presentations and Site Visits

Top-scoring vendor(s) may be required to make oral interview 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.

2.10 Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those, which will be furnished if a contract results.

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 team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals and references. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

Vendors are required to submit two different cost proposals, one with an appropriate commission and one without. The County is not interested in increasing

costs to the parties, in fact, is looking to decrease those, if possible. Proposals may be evaluated based on one cost proposal method or the other, or a combination of both.

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	50
a.	Firm's experience, qualifications, and demonstrated ability in providing a turnkey system for an Inmate Telephone System of a similar nature.	20
b.	The completeness of the proposal, responsiveness, including clear understanding of project scope, ability of equipment to meet the requirements listed, underlying assumptions for cost projections, detailed work plan, scheduling, implementation with minimal interruption of service; support and maintenance.	30
2.	Technical requirements	30
a.	Ability to provide a complete "turn-key" fully operational system, which will provide local, interlata and intralata service. A single primary contractor with end-to-end network and equipment responsibilities.	10
b.	Ability to receive information from the existing Records Management System, (Spillman Technologies), using an interface that must comply with GJXDM (Global Justice XML Data Model) and the new NIEM (National Information Exchange Model) standards for data exchanges.	10
c.	Ability to provide the stated hardware specifications to include an acceptable login system, including secure connectivity to the existing Dane County network. Availability of voice Overall ability to install and be fully operation within the given time parameters.	10
3.	Cost	<u>20</u>
a.	Lowest cost to the called parties, commission rates and projected revenue, if applicable.	

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 vendor. Alternatively, the highest scoring vendor or vendors 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 proposal.

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

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.

For safety and security of the Dane County Jail, all Dane County Sheriff's Office Policies and Procedures must be followed and met with regards to vendor being admitted into the Dane County Jail.

4.4 Proposer References

Proposers must include in their RFPs 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.

4.5 Mandatory Requirements

The following general requirements are mandatory and must be complied with.

4.5.1 Mandatory 1

Provide funding for Digital Audio Corporation's Complete Lab Solution for Forensic

Audio Analysis. The Cost of this system is available Digital Audio Corporation. This is a turnkey system. Equipment specifications are attachment F.

4.5.2 Mandatory 2

Provide funding for the continuation of an indigent inmate telephone card program in the amount of \$25,000.

4.5.3 Mandatory 3

Provide funding for continuation of the Appriss VINE (automated victim notification) system. In 2008, the cost of continuing this system was \$37,200.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

Dane County, Wisconsin is requesting proposals to provide Inmate Telephone System & Services at the Dane County Jail facilities. The vendor must provide a complete “turn-key” fully operational system, which will provide local, interlata and intralata service. This method of providing service will include a single primary contractor with end-to-end network and equipment responsibilities. Sub-contractor relationships will be permitted and encouraged to obtain and maintain end-to-end service.

The contract resulting from this procurement must include all of the following elements. This list is a summary of the general requirements for the County Jail project scope.

- Complete and file all necessary paperwork with the State Regulatory Commission, to include the filing of tariffs.
- All equipment, local and long distance calling service and a complete range of management and administrative capabilities.
- Outgoing calls only, with various features and institutional variations in feature applications and usage. Alternate methods of payment other than collect calling, such as debit cards and pre-paid must be bid as options at no cost to the County.
- Compliance with all Public Service Commission of Wisconsin rules, Federal Communications Commissions rules and all other applicable standards and regulations is required over the life of the contract. All tariffs, standards and regulations utilized in pricing calculations must be provided in the RFP response.
- Under the alternate cost proposal, the County is expecting an appropriate commission. The County currently receives commission at the rate of 57%.

5.2 Technical Requirements 1 (Hardware)

- Telephones. A minimum of 223 fixed inmate telephones at the Dane County Jail. The vendor shall provide all hardware, any applicable software and maintenance to the same.
- Connectivity. All wiring provided must be of sufficient quality and quantity to support all requirements and at a minimum meet or exceed current

performance standards. Cabling upgrades shall be provided by the vendor, where necessary, to meet these requirements. In-place cabling will be allowed to be tested and re-used.

- Security fixtures. Surface mounted instruments enclosed in sturdy metal (institutional or equivalent) housing with protected cords (short in length), finishes, and mountings suitable for use in a correctional facility.
- Handsets. Hearing aid compatible, tamper resistant handsets.
- TDD devices. An appropriate number of portable TDD devices will be provided to be in compliance with ADA requirements (a minimum of three (3) devices).
- Calling instruction plate. Each instrument is to be equipped with a calling instruction plate which will inform the inmate that the Sheriff's Office personnel may monitor, time and restrict service from the telephones, and that use of the telephone constitutes consent to these conditions. This plate should be written in both English and Spanish, and are to be maintained in legible condition during the term of the contract.
- Support Equipment. The Vendor will provide all miscellaneous equipment required such as computer(s), printer(s), modems and system software necessary to allow facility officials to query, display and print individual inmate telephone activity as well as to perform general system administration and maintenance diagnostics. System software will be security level based with user login and password protection available. The system should include secure connectivity to the existing Dane County network in order to allow County personnel access to the system on network desktop workstations.
- Installation. **All software and hardware will be installed and be fully operational per manufacturer's specifications for such equipment within 60 days after contract execution. Continuity of service, or very minimal disruption of service, must be maintained during the installation process of any new equipment.**
- Equipment. Equipment shall be new and unused. Equipment classified as demonstrators, prototype or discontinued are not acceptable. The equipment shall be the latest model offered and must be tried, proven, and in current use.
- Expandability. This system is to be expandable to service any new facility construction and/or expansion.

5.3 Technical Requirements 2 (Service)

- Local, intralata and interlata services. Outgoing calls only.
- A means to prohibit 3-way calls.
- Single call per connection including landline, international, and cellular.
- Ability for inmates to initiate a call via pre-paid, debit account, or collect.
- Means shall be employed to advise the called party the call is from an inmate in the Dane County Jail.
- Ability to turn off entire system or specific locations in system from a central location inside of the facility. There must also be a manual cutoff switch for each phone in its respective Deputy Control Room/Office.

- The proposed system will not require any electrical outlets at the actual phone set locations.
- System must have the ability to provide voice prompts in both English and Spanish.
- Facility officials will set limits of length of calls.
- Inmate is to be signaled call duration time limit is about to expire-provide a 1-minute notice. If you recommend a different minimum notice time please state.
- Surge protection and uninterruptible power supply shall be included to prevent potential problems in the system caused by power surges and spikes. Vendor shall provide the minimum requirements so that it meets industry standard.
- Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the County at no additional charge. **Failure to install upgrades within 60 days of release will result in a penalty of \$1,000 per day for each day after the 60 days.**
- Blanket restrictions must be in place to operator and directory services numbers, 911 and other emergency service numbers, specific numbers such as the institution's employees, other long distance carriers via 950, toll free or by any other means.
- Conduct a structured acceptance test and pass successfully. Tests shall be conducted over a period of 30 consecutive days; beginning at the time the installation is completed.
- System is to be expandable to service any new facility construction and/or expansion. Please provide an explanation in your response detailing the specific impact this will have on the commission/fee structure.
- All rates/costs must be identified to the county up front with no hidden costs such as billing cost recovery fees. The intent is to provide the lowest possible cost to the inmate.

5.4 Technical Requirements 3 (Admin)

- Provide a part-time on-site support person, a minimum of 20-hours per week, to provide the overall management of the system and act as a liaison between the Sheriff's Office and the vendor or contractors/subcontractors.
- Vendor shall provide 24-hour/day telephone access with local or toll free number for full maintenance support, and responsibility for providing coordination of repairs on local/intralata/interlata services. Any and all repairs will be performed at the Vendor's expense during the term of the contract through the maintenance contract.
- The vendor will be responsible for maintaining records in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated.
- The vendor will provide training on the operation of the system and all auxiliary services at no additional cost to the County. Training must

include all inmate functions, system administration functions, report generation and use, recording/monitoring, vendor support procedures, and other subjects needed for full and complete implementation.

- The vendor shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.
- The vendor must respond to all service calls and/or requests for service within 4 hours of notification.. The vendor shall follow up with the county within 24 hours of receiving a call for service and verify the status of the repair or ensure the system is working properly.
- The County is not liable for fraud, theft, vandalism/damage, or loss of the vendor's equipment. All costs associated with repair will be the responsibility of the vendor.
- Ownership of Data – Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Vendor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of COUNTY unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Vendor under this agreement shall not be made available to any individual or organization by Vendor without the prior written authorization 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 Vendor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of COUNTY of the materials specifically and of the dissemination in general.
- Media Releases and Contact – The vendor's staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a COUNTY facility to a public forum or to the media without the authorization of COUNTY and coordinated through the parties' public information representatives.

5.5 Technical Requirements 4 (System Requirements)

- System shall provide automatic problem reporting capabilities, automatic notification to vendor when any segment of the system is out of service.
- System shall provide call detail-reporting (CDR) capabilities - the telephone/line being used, number dialed, date, time-of-day and duration of the call. This CDR must be maintained for the duration of the contract.
- System shall provide call supervision capabilities including monitoring and recording. System shall have sufficient electronic storage capacity for on-site retention of recordings for the duration of the contract.
- System shall provide call-blocking features.

- System shall provide a non-record feature for privileged calls.
- System shall provide the capability for access to free calls for the purpose of legal representation.
- System shall provide call validation on a real-time basis to eliminate access to blocked numbers, and payphones. The County will bear no responsibility for the loss of revenue as a result of fraudulent use of the telephone service.
- System shall provide recording capabilities integrated into the system and shall include conversation monitoring, recording, playback, and call alerting features. System to have the capability for short and long term storage, along with instant reproduction access.
- System shall provide the capability to establish a credit limit per billed number.
- The system shall have PIN numbers for each individual inmate for monitoring of calls.
- The system should have the potential for deploying biometric technology to the inmate telephone system to further enhance the security of the detention facility. Please include voice biometric technology including any features or advantages offered by the technology proposed. Describe what, if any, options are available to continuously verify and analyze the inmate's voice throughout the call duration.
- as well as voice verification capabilities for enhanced fraud detection.
- The system must interface with the county's current Records Management System (Spillman Technologies) to automatically generate PIN numbers after a given amount of time if not manually set up by the inmate.

5.6 Technical Requirements 5 (County Technology Standards)

County Technology Standards – current as of 1/21/09

The following table identifies the technology standards at Dane County in a variety of areas that should be adhered to as part of any new technology deployment. This document is specific to the RFP for the Inmate Phone System.

Technology Area	Standard
Desktop Hardware	Compaq Desktop; IBM; Neoware Terminals; HP Terminals
Server Hardware	IBM Servers; HP Servers; HP Blade Rack (30p & 35P)
Desktop Operating System	Windows 2000, Windows XP, Windows Vista
Server Operating System	Win 2K; Win 2003; Win 2003 32-bit and 64-bit; Windows 2008 64-bit; Unix; Linux
Network Operating System	Microsoft Windows 2003 Active Directory
Desktop Databases	Microsoft Access
Centralized Databases	Microsoft SQL Server; Oracle; Sybase

Email System	Exchange 2000
Virus Scanning Software	Trend Micro OfficeScan v8
Internet Browser	Internet Explorer 6 & 7
Remote Access	Cisco VPN (Access Control System ACS for Radius Authentication); Citrix Access Gateway with Safeword Tokens
SAN Storage	LeftHand
NAS Storage	EMC
Firewall	Checkpoint
Proxy Server	BlueCoat Proxy SG
Firewall Load Balancing	Alteon Load Balancing
Commerce Server	Microsoft Commerce
Web Server	Microsoft Internet Information Server (IIS)
Terminal/Citrix Server	Microsoft Terminal Server 2003, SP2; Citrix XenApp 4.5, Rollup 3 in a load balanced farm
Virtual Server	VMWARE ESX 3.5
Handheld Devices	BlackBerry
Multimedia Player*	Windows Media Player 6.4, 8.0, and 9.0
Codec* *	Default Microsoft Codec.

The inmate phone system must have the ability to receive information from the existing Records Management System, (Spillman Technologies), using an interface that must comply with GJXDM (Global Justice XML Data Model) and the new NIEM (National Information Exchange Model) standards for data exchanges.

Limitations:

Because CD Writing capabilities are not available through the Citrix Server Farm, the vendor shall be responsible for providing a minimum of six PC's for this purpose. Where the County's network infrastructure does not provide access to high speed internet service, the vendor shall be responsible for all the costs associated with the installation and maintenance of such service.

5.7 Accounting

- The system will provide the ability to download all call records and provide a means to eliminate any tampering.
- Under cost proposal #2, the commission payable shall be based on gross billings for all calls placed on the Inmate Phone System. Total gross billings shall be defined as total calls placed on or through the Inmate Telephone System, billed at the agreed upon rates.
- Under cost proposal method #2, commission checks shall be submitted to Dane County by the 10th day of the following month and accompanied by a report itemizing the minutes of usage, number of calls, gross billings and commission for each telephone.
- **The vendor will reopen negotiations with Dane County should it pay any other inmate account, located within the State of Wisconsin whose**

revenue value is equal to or less than Dane County's dollars annually, a compensation rate higher than that negotiated for this contract with Dane County. In that case, the County shall have its compensation rate increased

5.8 Auditing

- Dane County and their duly authorized representatives shall have prompt access for the purpose of audit and examination to all of the Contractor's books, documents, papers, financial transactions, reports and records that pertain to County activities and funds, on an annual basis.
- The vendor shall maintain sufficient records to ensure proper determination of funds due to the County. Records shall be made available to the County for review upon request. During and after the term of this Agreement, including any renewal period (s), Vendor shall recognize and protect the confidentiality of all information and shall not disclose information to ANY party other than to Dane County, except through the express written consent of Dane County. Names and information are not to be turned over to any party under any circumstance even in the pursuit of collecting or retrieving bad debt.
- Vendor shall provide a monthly Call Detail Report, which shall include, but not limited to: total/true gross billable revenue, commission rates, commission paid by call detail (i.e. local, local long distance, long distance, calling card, pay phone coin usage etc.). Additional management reports must outline: call origination, destination and duration; billing dates; call type (i.e. local, local long distance, long distance, calling card, coin etc) minute usage, commission rate, and commission paid. Individual reports will be made available by Vendor to Dane County outlining local, local long distance, long distance, calling cards, and coin usage for pay phones. Dane County may request further call detail usage reports at any time. Vendor shall work with Dane County to ensure management reports meet Dane County's needs.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP**.

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation. The county will use one of two cost evaluation methods depending upon its priorities. Under

method #1 vendors will be scored based on offering the lowest costs for the inmates. Under this method, the vendors should reserve \$476,000 in call revenue to return to the county to offset its administrative costs for the system. Under method #2, vendors will be evaluated based on the maximum commission revenue for the county.

6.2 Format for Submitting Cost Proposals

Vendors must complete the forms in Attachment E, below, indicating the rates for each type of specified call. Vendors must submit forms for both cost proposal methods.

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

Under cost proposal method #1, the County would not provide services or enter into any contract that is intended to generate revenues in excess of the costs of providing these services to jail inmates.

The County shall receive no commission from phone service revenue. However, the vendor will be assessed a charge of \$476,000 annually as a recovery to the county for administering the inmate phone system. This amount shall increase by 4% at each contract renewal date.

During the life of the agreement, the vendor shall make a payment to Dane County by the 10th day of the following month in the amount of \$39,166 subject to increase(s) as noted. The payment shall be made on the last business day of each month in which the agreement between the County and the vendor is in effect.

Under cost proposal method #2, commission checks will be submitted to Dane County by the 10th day of the following month, accompanied by a report itemizing the minutes of usage, number of calls, gross billings and commission for each telephone.

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 Reference Data Sheet
- Attachment C Designation of Confidential and Proprietary Information
- Attachment D Fair Labor Practices Certification
- Attachment E Cost Summary Page

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

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 Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

REFERENCE DATA SHEET	
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	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	

Designation of Confidential and Proprietary Information		
<p>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.</p>		
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

Title

Name (type or print)

Date

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlr.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

The County will evaluate proposed vendor rates based upon an overall cost to the called parties. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties.

Collect/Pre-paid Collect Calls:

Call Type	Annual # of Calls (2008)	Annual # of Minutes (2008)
Local	98,083	1,711,313
Intralata	35,799	628,763
Intrastate	6,511	74,385
Interstate	10,110	110,043

Debit/Debit calls:

Call Type	Annual # of Calls (2008)	Annual # of Minutes (2008)
Local	60,906	225,593
Intralata	25,412	98,838
Intrastate	7,795	43,328
Interstate	16,076	84,470

Based on information from our current provider, the percentage of call volume by type is as follows:

- Local – 62%
- Intralata – 23%
- Intrastate – 5%
- Interstate – 10%

COST / FINANCIAL PROPOSAL – Method #1

NAME OF FIRM:

Item Description: This procurement of telephone services for jail inmates is designed to achieve the lowest possible cost for inmates consistent with public safety. The County shall not provide services or enter into any contract that is intended to generate revenues in excess of the costs of providing these services to jail inmates.

The County shall receive a “0%” commission rate regarding telephone calls made through the inmate telephone system. However, the vendor will be assessed a charge of \$476,332.70 annually as a recovery to the county for administering the inmate phone system.

The Vendor must state below the firm fixed price for performing services in accordance with the provisions and requirements stated herein. All costs associated with providing the required services must be reflected below less any applicable government assessed vendor paid taxes. Secondary billing fees, one-time fees, and/or special feature fees are not acceptable. Local calls must be fixed and not include any additional cost. The price offered by the vendor will be fixed/firm throughout the life of the contract. If there is no charge for any item, the vendor shall indicate no charge in the appropriate block below.

Collect calls/Prepaid Collect:

Call Type	Per Call Surcharge (Firm Fixed Price)	Rate per minute (Firm fixed Price)
Local		
Intralata		
Intrastate		
Interstate		

Debit/Debit Cards:

Call Type	Per Call Surcharge (Firm Fixed Price)	Usage Fee per minute
Local		
Intralata		
Intrastate		
Interstate		

The County will evaluate proposed vendor rates based upon an overall cost to the called parties. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties.

Collect/Pre-paid Collect Calls:

Call Type	Annual Calls	Cost of Annual Surcharge	Annual Minutes	Cost of annual Minutes	Total Annual Cost
Local	98,083	\$	1,711,313	\$	\$
Intralata	35,799	\$	628,763	\$	\$
Intrastate	6,511	\$	74,385	\$	\$
Interstate	10,110	\$	110,043	\$	\$
Total Cost to called Parties for Collect/Pre-paid Collect Calls:					\$

Debit/Debit calls:

Call Type	Annual Calls	Cost of Annual Surcharge	Annual Minutes	Cost of annual Minutes	Total Annual Cost
Local	60,906	\$	225,593	\$	\$
Intralata	25,412	\$	98,838	\$	\$
Intrastate	7,795	\$	43,328	\$	\$
Interstate	16,076	\$	84,470	\$	\$
Total Cost to called Parties for Collect/Pre-paid Collect Calls:					\$

In addition to the information above, please complete the table below to indicate the overall cost of a 15 minute call.

Collect/Pre-paid Collect Calls:

Call Type	Calls	Cost of Surcharge	Minutes	Cost of Minutes	Total Cost
Local	1	\$	15	\$	\$
Intralata	1	\$	15	\$	\$
Intrastate	1	\$	15	\$	\$
Interstate	1	\$	15	\$	\$

Debit/Debit calls:

Call Type	Calls	Cost of Surcharge	Minutes	Cost of Minutes	Total Cost
Local	1	\$	15	\$	\$
Intralata	1	\$	15	\$	\$
Intrastate	1	\$	15	\$	\$
Interstate	1	\$	15	\$	\$

**COST / FINANCIAL PROPOSAL – Method #2
Commission Summary Sheet**

NAME OF FIRM:

Item Description: This procurement of telephone services for jail inmates is designed to achieve the lowest possible cost for inmates consistent with public safety. Dane County is expecting an appropriate commission. The County, however, is not interested in increasing the costs to the called parties and is, in fact, looking to decrease costs to the called parties if possible.

The Vendor will have full responsibility for project implementation. It is expected that the vendor will provide the most detailed price breakdown possible on a separate page. Items, which are not produced or provided directly, shall be marked as such. Prices shall be inclusive of any and all costs associated with full implementation, which may include applicable, such cost of manufacture, packing, handling loading/unloading, removal of debris, transportation, inside delivery, installation, training, maintenance, documentation, insurance, and any other item that could be interpreted as the overall cost to procurement.

The Vendor must state below the firm fixed price for performing services in accordance with the provisions and requirements stated herein. All costs associated with providing the required services must be reflected below less any applicable government assessed vendor paid taxes. Secondary billing fees, one-time fees, and/or special feature fees are not acceptable. Local calls must be fixed and not include any additional cost. The price offered by the vendor will be fixed/firm throughout the life of the contract. If there is no charge for any item, the vendor shall indicate no charge in the appropriate block below.

Cost:

Collect calls/Prepaid Collect:

Call Type	Per Call Surcharge (Firm Fixed Price)	Rate per minute (Firm fixed Price)
Local		
Intralata		
Intrastate		
Interstate		

Debit/Debit Cards:

Call Type	Per Call Surcharge (Firm Fixed Price)	Usage Fee per minute
Local		
Intralata		
Intrastate		
Interstate		

The County will evaluate proposed vendor rates based upon an overall cost to the called parties. Provided below is the overall cost calculation that will be utilized. Please complete the table below using the information provided to calculate the overall cost to the called parties.

Collect/Pre-paid Collect Calls:

Call Type	Annual Calls	Cost of Annual Surcharge	Annual Minutes	Cost of annual Minutes	Total Annual Cost
Local	98,083	\$	1,711,313	\$	\$
Intralata	35,799	\$	628,763	\$	\$
Intrastate	6,511	\$	74,385	\$	\$
Interstate	10,110	\$	110,043	\$	\$
Total Cost to called Parties for Collect/Pre-paid Collect Calls:					\$

Year 1
Year 2
Year 3

Percentage of Commission _____% _____% _____%

Projected Revenue _____ _____ _____

Debit/Debit calls:

Call Type	Annual Calls	Cost of Annual Surcharge	Annual Minutes	Cost of annual Minutes	Total Annual Cost
Local	60,906	\$	225,593	\$	\$
Intralata	25,412	\$	98,838	\$	\$
Intrastate	7,795	\$	43,328	\$	\$
Interstate	16,076	\$	84,470	\$	\$
Total Cost to called Parties for Collect/Pre-paid Collect Calls:					\$

Year 1
Year 2
Year 3

Percentage of Commission _____% _____% _____%

Projected Revenue _____ _____ _____

In addition to the information above, please complete the table below to indicate the overall cost of a 15 minute call.

Collect/Pre-paid Collect Calls:

Call Type	Calls	Cost of Surcharge	Minutes	Cost of Minutes	Total Cost
Local	1	\$	15	\$	\$
Intralata	1	\$	15	\$	\$
Intrastate	1	\$	15	\$	\$
Interstate	1	\$	15	\$	\$

Debit/Debit calls:

Call Type	Calls	Cost of Surcharge	Minutes	Cost of Minutes	Total Cost
Local	1	\$	15	\$	\$
Intralata	1	\$	15	\$	\$
Intrastate	1	\$	15	\$	\$
Interstate	1	\$	15	\$	\$

Forensic Audio Analysis Specifications

Audio Lab Solutions

4018 Patriot Drive, Suite 300
 Durham, NC 27703
 Ph: 919-572-6767
 Fax: 919-572-6786

TURNKEY PACKAGE

Key Features:

- Professional Pre-Consultation: DAC's team of audio professionals provide pre-consultation on the best solutions to meet your department's needs, budget and timeframe. You can trust DAC to help you find the right solution!
- Online Configuration: Visit our website at www.dacaudio.com to request a turnkey forensic audio workstation or utilize our "Lab Builder" tool to specify custom configurations for your specific needs. Build your dream lab with us.
- More Science –Better Results: DAC's proven methodology and built-in scientific approach help produce the kind of results that win cases and survive legal challenges. Why not let the world leaders in forensic audio design your system & help you achieve maximum ROI and noise reducing results?
- Support: DAC's continues to provide phone and online support to help you through the process. We are very interested in supporting your team.
- Training: DAC incorporates training options into our lab packages to allow you and your staff to hit the ground running.
- Turnkey: Have your lab system components assembled, configured, tested, color-coded, and repackaged to ensure your lab is up and running in a day.
- Flexibility: DAC is interested in incorporating your ideas with state of the art equipment to create the best possible lab setup for you.

REQUIREMENTS:

Line	Qty	Description
1	1	Cardinal FE Lab System Complete Lab Solution for Forensic Audio Analysis
2		CARDINAL FE Audio Lab Software + AccelCore 24/192 Hardware Next Generation Forensic Audio Processor Cardinal Package includes: CARDINAL unit, Firewire connector cable, Power cord, user manual, software CD, Wav File Management Software, and

one Free Tuition* to Accelerated DAC School forensic audio training course

- o Tuition does not include travel, hotel accommodations or food

- | | | |
|----|---|---|
| 3 | | Process Control Unit
Dell Precision (or equivalent) T3400 Convertible Minitower; either desktop (horizontal) or tower (vertical) orientation is available at same price, however tower is recommended. Minimum specifications: Windows Vista Ultimate 32-bit OS, dual 22" flat panel widescreen monitors, 2.66 GHz Intel Core 2 Duo Processor, 2GB RAM, 250GB HD, DVD-ROM, DVD+/-RW, 3.5" floppy drive, 19:1 media card reader, 1394 "firewire" card, USB, and legacy RS232 interconnect |
| 4 | | Process Control Unit Rackmount Kit
Custom trim plate and shelf for rackmounting Dell Precision T3400 in desktop (horizontal) orientation (actual shelf compatible only with Middle Atlantic rack rail, however we use the trim plate in all cases) |
| 5 | | Tascam CC-222SL
Cassette/DCRW Combo |
| 6 | | Tascam CD-RW900SL
Professional Grade CD-RW |
| 7 | | Furman M-10
10-pos Power Strip w/o Switch |
| 8 | | Furman M-8
8-pos Power Strip with Switch |
| 9 | | Edirol MA-15D
Desktop Monitor Speakers (pair) |
| 10 | | Sony MDR-7502
(2) Professional Headphones |
| 11 | | ST. LC
Standard Labor Charge |
| 12 | | CCS
Custom Cable Set |
| 13 | 1 | BRK-16
Equipment Rack 16U |

**STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)**

DCO CHS 19.25 Rev. 07/07

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, RFP No. 109038

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.

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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.

28.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

**INMATE TELEPHONE SERVICE
REGISTRATION FORM FOR VENDOR CONFERENCE
DANE COUNTY RFP #109038**

The undersigned intends to attend the **VENDOR CONFERENCE SCHEDULED FOR June 29, 2009** in Madison WI

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Fax Number

E-Mail Address

The following individuals listed below are planning to attend the mandatory bidders' conference:

First Name, Middle Name, Last Name

**FAX THIS FORM TO 608-284-6112, ATTN: RICHELLE ANHALT,
NO LATER THAN JUNE 26, 2009 at 4:00 p.m.**

Submit to:

Richelle Anhalt	Fax: 608.284.6112 Email: anhalt.Richelle@co.dane.wi.us	DC Sheriff's Office 115 W. Doty St. Madison, WI 53703
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**INMATE TELEPHONE SERVICE
REGISTRATION FORM FOR ON-SITE TOUR
DANE COUNTY RFP #109038**

Note: This form is mandatory if the proposer intends to tour the facilities. Proposers are required to obtain security clearance for individuals scheduled to attend the on-site tours. **A full criminal background check will be performed.** No more than three individuals may participate for any one proposer. Government issued photo identification is required to enter the facilities.

FIRST name _____

MIDDLE name _____

LAST name _____

Other names used _____, _____, _____

Date of Birth _____ SEX _____ RACE _____

Social Security # _____

Drivers License # _____ STATE issued _____

Current Address _____

Cities/States lived in, past 10 years _____

Felony Convictions? _____ if yes, when?

Misdemeanor Convictions? _____ if yes, when ?

Today's Date _____

PLEASE ALLOW **4-5** FULL BUSINESS DAYS FOR THE BACKGROUND PROCESS TO BE COMPLETED. THANK YOU.

OFFICE USE ONLY

D.O.T.	TICKETS
C.I.B.	JAIL RECORDS
F.B.I.	LOCAL COMPUTER CONTACTS
CCAP	
WARRANTS	

Date Criminal History Run _____

**FAX THIS FORM TO 608-284-6112, ATTN: RICHELLE ANHALT,
NO LATER THAN JUNE 22, 2009 at 4:00 p.m.**

Submit to:

Richelle Anhalt	Fax: 608.284.6112 Email: anhalt.Richelle@co.dane.wi.us	DC Sheriff's Office 115 W. Doty St. Madison, WI 53703
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