REQUEST FOR PROPOSAL

SHERIFF'S DEPARTMENT ORGANIZATIONAL ANALYSIS

July 07, 2011

- I. Point of contact: Michelle Posewitz Sauk County Personnel Director 505 Broadway Street Baraboo, WI 53913 (608) 355-3271 mposewitz@co.sauk.wi.us
- II. Proposal Due Date: Original and two (2) sealed copies of the proposal must be received and date stamped no later than 3:30 p.m., Central Standard Time, Monday, July 18, 2011. Facsimiles or electronic submissions are not acceptable. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of RFP's will be conducted by the Personnel Director at 4:00 p.m., Monday, July 18, 2011, 505 Broadway Street, Baraboo, WI 53913.

III. ALL PROPOSALS MUST BE ADDRESSED TO:

County Clerk 505 Broadway Street Baraboo, WI 53913

The words "SHERIFF'S DEPARTMENT ORGANIZATIONAL ANALYSIS 2011" must be marked on the opaque, sealed envelope.

PART ONE INTRODUCTION AND GENERAL INFORMATION

1.0 INTRODUCTION

1.1 This document constitutes a request for competitive, sealed proposals from qualified firms to serve as consultant(s) for information gathering, analysis and evaluation of possible recommendations for operational processes and an organizational structure for the successful continuation of high quality and economically efficient law enforcement and related functions.

2.0 ORGANIZATION

- 2.1 This document, referred to as a Request for Proposal (RFP), has been divided into the following parts for the convenience of the vendor:
 - 2.1.1 Part One Introduction and General Information -2.1.2 Part Two Scope of Work -2.1.3 Part Three General Requirements - Standard Terms and -Conditions **Proposal Submission Information** 2.1.4 Part Four -2.1.5 Part Five Cost Proposal / Signature Page -

3.0 DEFINITIONS

- 3.1 For the purpose of this RFP the vendor will be referred to as Contractor and Sauk County will be referred to as County.
- 4.0 BACKGROUND INFORMATION
 - 4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Sauk County encompasses 840 square miles including 22 towns, 14 villages, and 3 cities. The County has an estimated population of 60,024. County operations include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a tax administration and collection effort, and other government related functions. More information can be found at <u>www.co.sauk.wi.us</u>.

PART TWO SCOPE OF WORK PROFESSIONAL CONSULTING SERVICES

1.0 SPECIFICATIONS AND SERVICES TO BE PROVIDED:

1.1 Scope of Work.

Sauk County desires a management and consulting firm to complete an analysis of the current organization of the Sauk County Sheriff's Department ("Department") for cost effective provision of service. This should include recommendations on an improved business model and organizational realignment to provide organizational efficiencies.

Consistent with this effort is the desire to ascertain appropriate changes to the business model particularly as it relates to alignment of personnel and staffing to ensure that best practices are incorporated into daily operations, primarily within the context of improved effectiveness and efficiencies.

- 1.1.1 Complete an in depth organizational analysis of the existing structure of the Department including administrative support, jail, and field service operations.
- 1.1.2 Assessment of Department processes for improved effectiveness and efficiencies. The goal is to create an organizational climate of empowerment and accountability.
- 1.1.3 Evaluate present staffing structure for appropriateness, effectiveness, and efficiency of operations.
- 1.2 Timeline. This consultancy should begin in August 2011 and be completed no later than November 01, 2011. The selected vendor is expected to begin activities immediately upon award of contract.
- 1.3 Organizational Summary

The Sauk County Board of Supervisors is a governmental, leadership body which makes policy determinations with regard to: The mission of the County; the services and programs the County provides; resource allocation; levying property taxes, and approving borrowings adequate to fund capital expenditures. Individual Board members contribute to the policy making through information gathering and analysis, constituent contacts, public hearings, public debate and voting on policy issues.

County operations are dual in nature, providing both governance and administration. The delineation occurs through the creation of oversight committees that provide policy direction and programmatic oversight to departments. Daily operations and administrative management is performed by professional departmental managers, both elected and appointed. The organizational chart (Addendum A) shows the relational nature of county government. It should be noted that the organization chart varies significantly from typical hierarchical organizational charts.

The Sheriff and Sheriff's Department are unique in that the Sheriff is an elected official with specific statutory and constitutional authority.

1.4 Reports to be Issued

- 1.4.1 A report detailing immediate changes to the organizational structure and staffing of the institution to provide efficient and effective service provision. Multiple options should be offered as appropriate. The report should include the detail as listed in section 1.1.
- 1.4.2 An executive summary highlighting key recommendations.
- 1.4.3 Printing of the reports listed shall be the responsibility of the consultant. The proposer shall provide one original signed copy of each report as listed with the report.

1.4.4 Broadly stated, the consultant will be expected to offer advice regarding areas where efficiencies can be gained, and expenses minimized while maintaining high quality service levels.

1.4.5 The consultant will be expected to present a final oral report to the Law Enforcement and Judiciary Committee regarding recommendations and outcomes.

1.4.6 An electronic copy of the reports in PDF format.

SAUK COUNTY <u>PART THREE - GENERAL REQUIREMENTS</u> STANDARD TERMS AND CONDITIONS (REQUESTS FOR PROPOSAL)

- 1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. Sauk County shall be the sole judge of equivalency. Contractors are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the contractor's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
- 3.0 ACCEPTANCE-REJECTION: Sauk County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of Sauk County.
 - 3.1 Proposals MUST be date stamped by County Clerk, Sauk County West Square Building, 505 Broadway Street, Baraboo, Wisconsin 53913, on or before the date and time that the proposal is due. Proposals dated and time stamped in another office may be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the County Clerk.
 - 3.2 Proposals shall be submitted on company letterhead and signed by an officer of the company. Mark sealed envelope "SHERIFF'S DEPARTMENT ORGANIZATIONAL ANALYSIS 2011."
- 4.0 TAXES: Sauk County and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax on alcoholic beverages which.
- 5.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract 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 contracting authority.
- 6.0 APPLICABLE LAW: The contractor 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 of its conduct. The Sauk County Circuit Court shall be the court of exclusive

jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of Wis. Stat. § 59.52(29) do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.

- 7.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Sauk County.
- 8.0 SUBCONTRACTORS: If subcontractors are planned to be used, this should be clearly explained in the proposal. Sauk County reserves the right to reject any subcontractor. However, the prime contractor will be responsible for contract performance whether or not subcontractors are used.
- 9.0 ARBITRATION/APPEALS PROCESS: Notice of intent to protest and protests of any award made must be made in writing and filed with Sauk County Clerk, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin Statutes shall apply.
 - 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin Statutes.
 - 9.2 Sauk County reserves the right to have claims, disputes, or other matters in question decided by litigation. If Sauk County waives its right to litigation, then the arbitration provisions shall apply.
- 10.0 NONDISCRIMINATION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 111.321 Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 10.1 Failure to comply with the conditions of this clause may result in the contractor becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 11.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Sauk County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.

- 12.0 HOLD HARMLESS: Contractor agrees to indemnify, hold harmless, and defend Sauk County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
- 13.0 INSURANCE RESPONSIBILITY: The contractor performing services for Sauk County shall comply with the insurance requirements contained herein.
 - 13.1 Provide own insurance, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that Contractor is insured under professional liability insurance in an amount not less than minimum amounts reasonably necessary and sufficient within the profession.
 - 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.
- 14.0 CANCELLATION: Sauk County reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the contractor to comply with the terms, conditions, and specifications of this contract.
- 15.0 AUDIT: During the term of the contract, the contractor shall, upon the request of the Sauk County Controller, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
- 16.0 INDEPENDENT CONTRACTOR STATUS: None of the officers, employees, or agents of the contractor are employees of Sauk County for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
- 17.0 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.
 - 17.1 Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
 - 17.2 If awarded this contract, Contractor shall assist Sauk County in complying with any open records request made under Wisconsin Law if the documents (in any form) requested are maintained by the Contractor.

- 18.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Sauk County procurement regulations and the Wisconsin open records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
 - 18.1 Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Sauk County.
 - 18.2 Any material submitted by the proposer in response to this request that the proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.
- 19.0 DISCLOSURE: If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract.
- 20.0 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 Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 21.0 TERMINATION FOR CONVENIENCE: Sauk County reserves the right to terminate this contract for convenience upon 60 days notice.
- 22.0 TERMINATION FOR DEFAULT: Sauk County reserves the right to terminate the contract for default if, after twenty days written notice to cure default, contractor fails to satisfactorily cure the default.

PART FOUR PROPOSAL SUBMISSION INFORMATION

1.0 SUBMISSION OF PROPOSALS

- 1.1 Proposals must be signed, sealed, and returned (with all necessary attachments) to the address on the first page of this request, by the proposal receipt date and time so specified.
 - 1.1.1 In addition to the original proposal, the proposer should include one (1) original and TWO (2) copies of his/her proposal.
 - 1.1.2 The proposer shall not submit a proposal by fax machine because only sealed proposals are acceptable in response to this RFP.
- 1.2 The proposer must respond to the RFP by submitting all data required herein in order for his/her proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of the proposal from further consideration for award.
- 1.3 To facilitate the evaluation process, the contractor is encouraged to organize his/her proposal into distinctive sections that correspond with the individual evaluation categories described herein.
 - 1.3.1 Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
 - 1.3.2 A letter constituting a signed acknowledgment of the original RFP and all signed amendments should be placed at the beginning of the contractor's proposal.

2.0 CLARIFICATION OF REQUIREMENTS

- 2.1 Proposers are strongly encouraged to read the "General Requirements" carefully prior to the submission of a proposal.
- 2.2 Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed to the contact person as indicated on the first page of this RFP.

- 2.3 Proposers are cautioned not to contact the officers or employees of the County concerning this procurement during the competitive procurement and evaluation processes.
- 2.4 The proposer is advised that the only official position of Sauk County is that position which is stated in writing and issued by the contact person. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

3.0 SUBMISSION REQUIREMENTS

- 3.1 A title page, showing the name of the individual/firm submitting this information and proposing to perform the work on this project.
 - 3.1.1 List the name, title and telephone number and e-mail addresses of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the individual/firm on policy and contractual matters and should be familiar with the programs and procedures of the individual/firm.
- 3.2 Provide a comprehensive resume of the individual who will be assigned primary responsibility to serve as project manager on this project. Changes in the person listed here will not be allowed without permission from Sauk County, which shall not be unreasonably denied.
- 3.3 Resumes of other key personnel who will be assigned to this engagement.
- 3.4 A table of contents, including a clear and complete identification of the materials submitted by section and page number, if applicable.
- 3.5 A letter of transmittal including the following:
 - 3.5.1 A brief statement of understanding of the services to be provided.
 - 3.5.2 A commitment to perform the work if awarded the contract.
 - 3.5.3 A statement indicating the period for which the proposal is a firm and irrevocable offer.
 - 3.5.4 A statement detailing how the tasks described in Part Two, Section 1.1 will be accomplished.
- 3.6 A profile of the firm, detailing the experience of the firm and the experience and qualifications of the persons who will primarily be responsible for the work.

- 3.7 List projects of similar scope and size which demonstrate the individual/firm's competence to perform the work required on this project. Provide the name and telephone number of a contact person from at least three of these previous projects, if available.
- 3.8 A list of additional references.
- 3.9 Any additional information not specifically requested that the proposer considers essential to this proposal.

4.0 EVALUATION PROCESS

- 4.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the proposal. The award of a contract resulting from this Request for Proposal shall be based on the lowest and best proposal received in accordance with the submission requirements.
- 4.2 After an initial screening process, a technical question and answer conference or interview may be conducted with selected firms, to clarify or verify the contractor's proposal and to develop a comprehensive assessment of the proposal. Only firms which Sauk County determines to meet its criteria will be invited to the conference and interview.
- 4.3 Sauk County reserves the right to consider historic information, whether gained from the contractor's proposal, question and answer conferences, references, or any other source, in the evaluation process.
- 4.4 The Contractor is cautioned that it is the contractor's sole responsibility to submit information and that Sauk County is under no obligation to solicit such information if it is not included with the contractor's proposal. Failure of the Contractor to submit such information may cause an adverse impact on the evaluation of the Contractor's proposal.
- 4.5 Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in a Contractor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the Contractor in order to determine the reasonableness and acceptability of the proposal.
- 4.6 Submission of a proposal constitutes acceptance by the individual/firm of the conditions contained in this RFP.

- 4.7 There is no expressed or implied obligation for Sauk County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- 5.0 CONTRACT AWARD
 - 5.1 Any award of a contract resulting from this RFP will be made only by written authorization from the Sauk County Administrative Coordinator.
- 6.0 COST
 - 6.1 The contractor must provide individual/firm cost proposal data for the services required from this contract. (Cost Proposal / Signature Form).
 - 6.2 In the evaluation of the contractor's proposal, Sauk County reserves the right to consider the value of money and any other economic impact factors as deemed appropriate and in the best interests of Sauk County.
- 7.0 REPUTATION AND RELIABILITY
 - 7.1 Reputation and reliability of the proposer's organization are considered in the evaluation process. Therefore, the proposer is advised to submit any information which documents successful and reliable experience in past performance related to the requirements of this RFP.
 - 7.2 The qualifications of the personnel proposed by the contractor to perform the requirements of this RFP will be considered in the evaluation. Therefore, the contractor should submit information related to the experience and qualifications of the staff proposed.
- 8.0 PROPOSED METHOD OF PERFORMANCE:
 - 8.1 The Contractor will be expected to be extremely responsive to the programmatic needs of Sauk County. The Contractor should detail specifically how they intend to carry out the responsibilities of the contract including the Contractor's ability to work with governmental clients.

PART FIVE COST PROPOSAL/SIGNATURE FORM

The submission of a proposal shall be considered as a representation that the proposer has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required.

The proper submission of this form by the proposer will be considered as the proposer's offer to enter into a contract in accordance with the provisions herein set forth.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the Contractor's price proposals and any other written offers/clarifications made by the Contractor and accepted by the County, will be incorporated into the entire contract between the County and the Contractor, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award by the County, execution of this document by the proper County officials, and delivery of the fully-executed contract to the successful proposer. The contract may only be amended by written agreement by the Contractor and Sauk County.

ATTACH YOUR COST PROPOSAL TO THIS FORM AND RETURN THE ORIGINAL AND SIX COPIES IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE REQUEST FOR PROPOSAL.

CONTRACTOR (To be signed by the person authorized to legally bind your firm to this contract)

All proposal conditions and prices submitted shall remain firm for 90 calendar days following opening.

Proposer's Firm	Telephone No. ()		
Address	Fax No. ()		
City & State	E-mail		
FEIN: V	Web Site		
BY: (Manual Signature Required)	Name:		
TITLE:	Date:		

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COST PROPOSAL FOR SAUK COUNTY CONSULTING SERVICES REQUEST FOR PROPOSAL

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES

NOTE: The proposer guarantees these rates from				to	
	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total	
Dortooro		¢	¢	¢	
Partners		<u>\$</u>	\$	<u>\$</u>	
Managers		\$	\$	\$	
Supervisory Staff		\$	\$	<u>\$</u>	
Staff		\$	\$	\$	
Other(specify):		\$	\$	\$	
Subtotal				\$	
Out-of -pocket expenses: Meals and Lodging	:			\$	
Transportation:				\$	
Other (Specify):				\$	
Total compensation proposal for consulting services Attach the Cost Proposal/Signature Form to this document.				\$	