

REQUEST FOR PROPOSAL

Sauk County Criminal Justice Coordinating Council

Operating after Revocation and Operating without License Diversion Program

Monday, February 23, 2015

- I. Point of Contact: Janelle Krueger Criminal Justice Coordinator
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Sauk County Courthouse
515 Oak Street
Baraboo, WI 53913
Phone: 608-355-4880
Fax: 608-355-4436
- II. Proposal Due Date: One original and nine copies of the proposal must be received and date stamped no later than 3:30 p.m., Central Standard Time, Friday March 20, 2015. Faxes and emails 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 at 9:30 a.m., Monday March 23, 2015, in the Sauk County Clerk's Office, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913.
- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

**Sauk County Clerk
West Square Building
505 Broadway
Baraboo, WI 53913**

The words "OAR/OWL Diversion Program" 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 vendors to provide case management services required for the Sauk County Criminal Justice Department Operating after Revocation Diversion Program, in accordance with the terms and conditions set forth herein.

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 - Specifications
- 2.1.3 Part Three - General Requirements - Contract Standard Terms and Conditions
- 2.1.4 Part Four - Evaluation Information
- 2.1.5 Part Five - Signature Page

3.0 DEFINITIONS

3.1 For the purpose of this RFP the vendor will be referred to as Vendor 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, 13 villages, and 2 cities. The County has an estimated population of 61,994. 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.

PART TWO
SPECIFICATIONS

1.0 PROJECT SCOPE:

- 1.1 The Sauk County Criminal Justice Coordinating Council of the Sauk County Board of Supervisors is seeking to obtain services from a qualified vendor to provide bilingual case management for participants of the Operating after Revocation and Operating without License Diversion Program.
- 1.2 Qualified vendors will have a minimum of five years providing services similar to those they are proposing to provide in this RFP. In addition qualified vendors will provide the following documentation:
 - 1.2.1 Description of organization including size of organization, size of non-resident offender services staff, and the location of office from which the work on this engagement is to be performed.
 - 1.2.2 Length of time the firm has been in existence, as well as, the length of time the firm has been providing services of the nature requested by the County.
 - 1.2.3 A description of the range of activities performed by the assigned office such as assessment, case management, chemical testing, crew supervision, volunteer recruitment and training services.
 - 1.2.4 A description of your firm's quality control procedures that ensure compliance with contract expectations and evidence based practices.
 - 1.2.5 Provide an affirmation statement that the proposer does not have a record of substandard work and/or any disciplinary action. In addition, all positive enforcement actions by professional licensing boards, courts, or other bodies or other matters which may reflect on you or your firm's professional qualifications are disclosed in the proposal. If disciplinary action has been undertaken, the current status of the action and appropriate details of the circumstances should be disclosed.
 - 1.2.6 Describe any pending litigation or other factors that could affect your organizations ability to perform this contract.
 - 1.2.7 Indicate if your firm has ever failed to complete any work awarded to it. If it has, please indicate the date, where, and why.

- 1.2.8 If your firm proposes to use the services of another firm(s), identify the name of the firm and the location of the office serving Sauk County with the related contact person. Provide a description of any and all subcontracts and associations with other entities the provider proposes to utilize in the performance of this work. Explain fully the intended working relationships and responsibilities of each entity, and number of projects worked together.
- 1.2.9 Provide a synopsis describing the educational and work experience for each of the key staff who would be assigned to the project/program. Provide information on the correctional program experience and any professional affiliations for indicated staff along with staff assignment to each service component of this contract.
- 1.2.10 Provide a synopsis describing how your firm proposes to work cohesively with the Criminal Justice Coordinating Council in collaboratively evaluating the changes necessary for this program to advance and flourish during times of challenge and transformation.
- 1.3 The qualified vendor will be responsible for all labor, taxes, insurance, materials, and supplies necessary to sufficiently and effectively provide the level of service listed below.
- 1.4 Case management will include the following activities; however, these are not to be construed as exclusive or all-inclusive:
 - 1.4.1 Bilingual Case Management
 - 1.4.1.1 When providing case management to participants, those who *do not* speak English but speak Spanish will be provided with a Spanish speaking case manager.
 - 1.4.2 Ambulatory Case Management
 - 1.4.2.1 When providing case management to a participant who does not have a valid operating license or cannot obtain alternative transportation it may be necessary for the case manager to travel to the participant for necessary meetings. Office space in outlying Sauk County areas may be provided and the case manager may be asked to spend time in those spaces to engage in case management sessions. The case manager may also need to arrange public meeting spaces if no office space is available. *An example of an office space would be the Human Services building in Reedsburg.*

1.4.3 Intake Assessment/Screening

1.4.3.1 Upon entering the program a participant will have an intake assessment. This assessment will address programmatic needs including necessary steps to obtain the participant's driver's license and plans to overcome barriers affecting this participant.

1.4.4 Evaluation of Finances

1.4.4.1 Participants will be required to pay a nominal fee for program participation. The original intake assessment should screen for the participants ability to pay this fee over the course of their program in addition to all other fee's necessary to obtaining a valid driver's license. This should also be reevaluated as a normal part of case management throughout the program.

1.4.5 Customized Written Case Management Plan

1.4.5.1 Case management will include a written detailed plan to achieve the goal of obtaining one's driver's license in twelve months. Case management will address overcoming barriers in all areas of the participant's life, financial planning, referrals for additional services, employment resources, and any other specialized support each individual may need. A case plan may need to be updated, changed or modified numerous times throughout the participant's time in the program. The participant will receive a copy of their case plan and any updated plans as well.

1.4.6 Consistent and timely communication with district attorney and criminal justice coordinating council, or their representative.

1.4.6.1 Report of non-compliance immediately, quarterly list of participants, final report upon successful completion, and willingness to implement forms developed by the CJCC for reporting purposes.

1.4.7 Flexibility in tools used, data tracked, documentation acquired and all other programmatic expectations at the discretion of the criminal justice coordinating council, or their representative.

1.4.8 Participant Accountability

1.4.9 Participant data collection, documentation, and reporting at the request of the criminal justice coordinating council, or their representative, the criminal justice coordinator.

- 1.4.10 Use of reporting documents and/or software approved by the criminal justice coordinating council, or their representative, the criminal justice coordinator. These processes are subject to change at any time, the criminal justice coordinating council will provide reasonable time to the vendor to make changes as they are requested.
 - 1.4.11 Understanding that all statistical data requested, reporting of data, acquisition of data and process are subject to change at any time. To the best of their ability, the criminal justice coordinating council will provide reasonable time to the vendor to make changes as they are requested.
- 1.5 The Sauk County Criminal Justice Coordinating Council will expect that ethical guidelines be followed by the awarded vendor and all current and future employees. Violation of any of these or other ethical responsibilities will be grounds for termination of this contract. These guidelines include but are not limited to:
- 1.5.1 Case managers will avoid bringing personal or professional issues into the case manager/participant relationship.
 - 1.5.2 Case managers will not use their professional relationships with participants to further their own interests.
 - 1.5.3 Case managers will respect the rights of participants to make their own choices while helping them understand the consequences of those choices.
 - 1.5.4 Case managers will not solicit or engage in sexual conduct or other relationships with participants.
 - 1.5.5 Case managers will discuss with their supervisors before managing a participant with whom they have had a sexual or intimate relationship with in the past.
 - 1.5.6 Case managers will not provide their personal contact information to participants or “friend” participants on social media sites.
 - 1.5.7 Case managers will make every appropriate provision to keep the participants confidentiality.
 - 1.5.8 Case managers will follow any mandatory reporting policy’s held by the vendor or organization that employs them.
 - 1.5.9 Case managers will not diagnose or provide any form of therapeutic treatment services to the participants.

1.5.10 Case managers will dress and behave professionally at all times while interacting with participants.

1.5.11 Case managers will not accept gifts of any kind from participants.

1.6 In addition Sauk County Criminal Justice Coordinating Council will be made aware of any new employee who will be assigned to this project; have the right to conduct an independent background check on such employee; and have the right to refuse said employee from working with this project.

1.7 The Sauk County Criminal Justice Department foresees the average length of service to be twelve months of active case management per participant, with six months of stable aftercare time. Within this twelve month time frame it is reasonable to expect that each participant will receive no less than twelve (12) hours of case management, unless discharge is obtained before these hours have been achieved. These hours can be scheduled at the discretion of the case manager; however, each participant must be seen a minimum of one time per month by the case manager during their time in the program. During the six month aftercare time there will be no case management appointments; rather a final appointment at the end to confirm participant remains legally able to drive. The criminal justice coordinating council anticipates that this contract will serve between 120-130 participants each year, for bidding purposes base your contract amount on 125 participants receiving twelve (12) hours of case management.

1.8 Sauk County reserves the right to retain all proposals submitted and to use any ideas in the proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically modified or excluded in writing in the proposal submitted and confirmed in the contract between Sauk County and the firm selected.

1.9 The Sauk County Criminal Justice Coordinating Council will require the vendor to work collaboratively to make any additions, subtractions or modifications to the program processes throughout the contract.

1.10 Vendors must provide an overview of the organizational philosophy for approaching this project. Include an organizational vision or mission statement if they have been developed, adopted, and embraced by this vendor. Provide a description of the work approach to the overall broad tasks and objectives identified in the project scope and attached project outline. Include any concepts, techniques, and tools that the vendor intends to utilize in the project. Also include the following:

1.10.1 Provide a proposed staffing plan for the service component identified in the scope.

1.10.2 Provide draft policies and procedures for proposed program along with sample documents that will be used for data collection.

- 1.10.3 Describe the vendor's intended working relationship with the Criminal Justice Coordinating Council and/or their representative, including the level of assistance anticipated for completion of the proposed tasks.
- 1.10.4 Detail your firm's understanding of the challenges, barriers, and risk factors of participants and the proposed approach to overcoming these concerns.
- 1.10.5 Review the attached data collection plan and describe your firm's proposed approach to reporting those measures requested of the vendor.
- 1.10.6 Describe your firm's ability to understand and utilize evidence based practices and evidence based decision making within this program outline.

PART THREE, GENERAL REQUIREMENTS
STANDARD TERMS AND CONDITIONS

- 1.0 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 and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Sauk County shall be the sole judge of equivalency. Vendors are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.
- 2.0 DELIVERY: Deliveries shall be F.O.B. destination unless otherwise specified.
- 3.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor unless otherwise specified. Sauk County reserves the right to award based upon the evaluation of the proposals, which the County deems to be in its best interest. Sauk County reserves the right to reject all proposals for any reason and reserves the right to reject nonconforming proposals.
- 4.0 PAYMENT TERMS AND INVOICING: Sauk County normally will pay properly submitted vendor invoices within forty-five (45) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 5.0 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 as described below which is excepted by State Statutes.
 - 5.1 Sauk County, including all its agencies, 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. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. Sauk County may be subject to other states' taxes on its purchases, in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 6.0 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 the administrative costs.

- 7.0 **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. These Term and Conditions are hereby incorporated into any final contract or agreement. Further, the written contract and/or order 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 parties.
- 8.0 **APPLICABLE LAW:** 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.
- 8.1 It is understood that requirements of § 59.52 (29) Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
- 9.0 **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 Sauk County.
- 10.0 **SUBCONTRACTORS:** If subcontractors are planned to be used, this should be clearly explained in the proposal. However, the prime vendor will be responsible for contract performance whether or not subcontractors are used.
- 11.0 **ARBITRATION/APPEALS PROCESS:** Notice of intent to protest and protests of any award made must be made in writing and filed with the 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.
- 11.1 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.
- 11.2 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 stated in paragraph 11.01 shall apply.
- 12.0 **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.

- 13.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/vendor, equipment purchased as a result of this request shall be warranted against defects by the bidder/vendor for ninety (90) days from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.
- 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 vendor to comply with the terms, conditions, and specifications of this contract.
- 15.0 **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. Open Records Requests: Any person responding to this Request for Proposal must work with Sauk County to comply with the requirements of the Open Records Law as laid out in Wisconsin Statutes.
- 15.1 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.
- 16.0 **DISCLOSURE:** If a public official (§ 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 § 19.45(6), Wis. Stats., before signing the contract.
- 17.0 **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).

PART FOUR
EVALUATION INFORMATION

1.0 EVALUATION PROCESS

- 1.1 Public Opening of the proposals will be conducted at 9:30 a.m., Monday March 23, 2015, in the Sauk County Clerk's Office, Sauk County West Square Building, 505 Broadway, Baraboo, Wisconsin 53913. Proposals will immediately be reviewed for technical merit, and vendors may be contacted as questions arise.
- 1.2 Vendors should provide qualifications and past project experiences and examples of documents to be used with this project/program. Itemize components of the proposal as much as possible.
- 1.3 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 in relationship to the express evaluation criteria shall be made by using subjective judgment.

Proposals will be evaluated by a panel of Criminal Justice Coordinating Council members and vendors will be required to interview with this panel to progress in the application process. The panel will present the assessments, interview results and their recommendations to the Criminal Justice Coordinating Council on April 16, 2015 at their monthly committee meeting. Vendors are encouraged to attend this meeting. In review of the findings the Criminal Justice Coordinating Council will then make the final award decision. The award of a contract resulting from this Request for Proposal shall be based on the lowest cost and best proposal received.

- 1.5 In the event that only one proposal is received in response to this Request for Proposal, Sauk County reserves the right to negotiate the terms and conditions, including the price, as proposed in the sole vendor's proposal. In addition, as part of such negotiations, Sauk County reserves the right to require supporting cost, pricing and other data from the vendor in order to determine the reasonableness and acceptability of the proposal.

PART FIVE
SIGNATURE PAGE

The submission of a proposal shall be considered as a representation that the vendor has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable Federal, State and Local regulations that affect, or may at some future date affect the performance of the contract.

The proper submission of this form by the vendor will be considered as the vendor's offer to enter into a contract in accordance with the provisions herein set forth. Submission of this form acknowledges that the vendor is licensed to practice in Wisconsin.

If your proposal is accepted and a contract issued, then this Request for Proposal and all documents attached hereto including any amendments, the vendor's price proposals and any other written offers/clarifications made by the vendor and accepted by the County, will be incorporated into the entire contract between the County and the vendor, 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 vendor. The contract may only be amended by written agreement by the vendor and Sauk County.

ATTACH YOUR COST PROPOSAL TO THIS FORM AND RETURN THE TWO (2) COPIES IN ACCORDANCE WITH THE INSTRUCTIONS AS NOTED IN THE REQUEST FOR PROPOSAL.

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

Contractor's Firm _____ Telephone No. () _____

Address _____ Fax No. () _____

City & State _____ E-mail address _____

Contractor's web site address (if applicable) _____

Contractor's FEIN _____

BY: _____
(Manual Signature Required)

Name: _____
(Typed or Printed)

TITLE: _____ Date: _____

To be signed by the person authorized to legally bind your firm to this contract.