



**Request for  
Proposal (RFP)  
for  
Non-Residential Services for  
Adult Correctional Offenders  
#2023-14PC**

Issued by:

Portage County  
Purchasing Department

**Proposals must be submitted by:  
No later than 2 PM on 09/07/2023 to:**

**Portage County Purchasing  
1462 Strongs Ave  
Stevens Point WI 54481**

LATE PROPOSALS WILL BE REJECTED  
There will not be a public opening for this Proposal.

For further information regarding this  
RFP contact Chris Schultz  
At (715) 346-1393  
Email: [schultzc@co.portage.wi.us](mailto:schultzc@co.portage.wi.us)

**Issued: 08/10/2023**

# Table of Contents

1.	General Information .....	4
1.1.	Introduction .....	4
1.2.	Definitions.....	4
1.3.	Scope.....	4
1.4.	Calendar of Events .....	8
1.5.	Contract Term and Funding .....	9
2.	Preparing and Submitting a Proposal .....	9
2.1.	General Instructions.....	9
2.2.	Incurring Costs .....	9
2.3.	Submitting Proposals .....	9
2.4.	Proposal Organization and Format.....	10
2.5.	Multiple Proposals .....	11
2.6.	Withdrawal of Proposals.....	11
3.	Proposal Selection and Award Process.....	11
3.1.	Evaluation Committee .....	11
3.2.	Preliminary Evaluation .....	11
3.3.	Right to reject proposals.....	11
3.4.	Proposal Scoring.....	11
3.5.	Evaluation Criteria.....	11
3.6.	Interviews/Presentations and/or Site Visits .....	12
3.7.	Final Evaluation .....	12
3.8.	Award and Final Offers .....	12
3.9.	Notification of Intent to Award.....	12
3.10.	Appeals Process .....	12
3.11.	Negotiate Contract Terms.....	13
4.	Requirements.....	13
4.1.	Mandatory Requirements.....	13
4.2.	Contract Requirements.....	14
5.	Proposer Information and Solutions.....	15
5.1.	Organization Experience and Capabilities .....	15
5.2.	Staff Qualifications.....	16
5.3.	Proposer Solutions .....	16
5.4.	Proposer References.....	17

# Table of Contents

6.	Cost Proposal .....	17
6.1.	General Instructions for the Cost Proposal and how it will be Scored .....	17
6.2.	Format for Submitting Cost Proposal. ....	17
6.3.	Fixed Price Period.....	17

Attachment A - Signature and Authority Affidavit Form

Attachment B - References

Attachment C - Designation of Confidential & Proprietary Information Form

Attachment D - Mandatory Requirements

Attachment E – Standard Terms and Conditions

Attachment F - Cost Proposal

## 1. General Information

### 1.1. Introduction

The purpose of this document is to provide highly qualified service providers with information to enable them to prepare and submit proposals to deliver non-residential services for offenders that reduce offender recidivism and jail utilization, and enhance Portage County's current continuum of strategies that are designed to meet the needs of the criminal justice system in Portage County.

The County of Portage as represented by the Purchasing Department intends to use the results of this Request for Proposal (RFP) to award a contract for the above listed project. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions.

**Contract Execution:** Portage County utilizes a web based electronic signature program (DocuSign) for the execution of contracts that do not require notarization. By submitting your proposal you are agreeing to the use of this program to sign documents should you receive an award. There is no cost to the proposer associated with this process.

### 1.2. Definitions

The following definitions are used throughout the RFP:

ALOS means average projected length of stay.

AODA means alcohol and other drug abuse

COMPAS means Correctional Offender Management Profiling for Alternative Sanctions

Contractor means proposer awarded the contract.

County means the County of Portage Wisconsin.

DOT means the Wisconsin Department of Transportation.

OWI means Operating While Intoxicated.

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

Provider means proposer awarded the contract.

Purchasing means the County of Portage Purchasing Department.

RFP means Request for Proposal.

State means the State of Wisconsin.

VendorNet means the State of Wisconsin's electronic purchasing information system.

### 1.3. Scope

#### 1.3.1. Project Description

Portage County has committed to a process, which has as its goal, the reduction of offender recidivism and jail utilization. This process uses a combination of existing community corrections programs and services that serve as the basis for elements of this Request for Proposal (RFP).

The program elements of the RFP are contained in this section (Scope). The Provider must be

cognizant of the County's need for measurable outcomes and clearly defined target groups.

The overall goal of this project is to provide nonresidential community-based services for adult defendants and offenders charged with criminal behavior in Portage County using research-based principles and strategies known to reduce repeat criminal behavior in a cost effective manner. The Provider will design, implement, and monitor service effectiveness in collaboration with the Portage County Justice Coalition and oversight of the Portage County Justice Programs Director. The Provider will prepare and submit routine program reports in accordance with the format set by the Portage County Justice Programs Director on behalf of the Portage County Executive, Portage County Board, and Portage County Justice Coalition.

Portage County reserves the right to retain all proposals submitted and to use any ideas in a 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 Portage County and the firm selected.

#### 1.3.2. **Program Elements**

Portage County is issuing this Request for Proposal to provide the following core services:

- Day Reporting Program
- Pre-Trial/Post Trial Supervision Program

All service delivery will be conducted in accordance with the present and future programs, policies and procedures. These Policies and Procedures are subject to modification prior to implementation.

Proposers will be able to submit proposals on any or all Program Elements and augmentations.

#### 1.3.3. **Core Services**

##### Day Report (Alcohol/Drug Testing)

###### Purpose

The Day Report Program monitors defendant compliance with court-ordered conditions through assessment, case management, supervision, and referral to community resources.

###### Description

The Day Report Program is designed to run from the time of referral until disposition of the court case or discharge for other reasons (i.e. bond conditions removed, Failure to Appear, etc.) The client will report according to their supervision schedule. Clients are required to report to the Day Report Center on a random schedule developed with either the referral source or the Case Manager. The program can be used in conjunction with other diversion sanctions or treatment programs and is intended to provide supervision and accountability.

It should be noted that the Day Report Program will implement the Public Safety Assessment (PSA) in 2024. This will require a change in the Policies and Procedures to incorporate the PSA and other risk assessments for in-custody and felony summons individuals. The estimated number of individuals that will have to be assessed when this change occurs is provided in the Projected Daily Number of Participants section of this RFP. Random drug and alcohol testing will still need to occur.

###### Target Population

The Target Population are those community corrections participants who are assessed as needing

additional structure and accountability in their community placement, and who may benefit from the monitoring and services offered by the program.

Clients are referred in several ways:

- Courts: Condition of Bond (COB)
- Department of Corrections (DOC)
- Sheriff's Department: Home Detention Program (HDP)
- Deferred Prosecution Agreement (DPA) & Differed Entry of Judgement (DEJ)

#### Projected Daily Number of Participants

The following data has been collected over the last three years (average population per month): COB: 2020: 75, 2021: 50, 2022: 36. DOC: 2020: 9, 2021: 22, 2022: 18. HDP 2020: 0, 2021: 0, 2022: 0. DPA/DEJ: 2020: 20, 2021: 13, 2022: 11.

When the Day Report Program utilizes the Public Safety Assessment, in-custody and felony summons individuals will be assessed. The following data has been collected on the number of individuals that will have to be assessed: In custody: average 1-5 people per day. Felony summons: 2020: 208 per year, 2021: 185 per year, 2022: 220 per year.

Provider will work with the Contract Administrator to manage population levels and referral capacities.

Projected Percent of Positive Completions: 75%

#### Average Projected Length of Stay (ALOS)

ALOS will vary by referral source. Bond condition participants (90-150 days), Home Detention participants (45 days), Diversion program participants (60 days), Division of Community Corrections participants (60 days).

#### **Hours of Operation:**

Monday – Friday: 7:00 a.m. – 7:00 p.m.

Saturday & Sunday: 8:00 a.m. – 4:00 p.m.

Holiday Hours:

New Year's Day: 8:00 a.m. - noon

Martin Luther King Day: 8:00 a.m. – 5:00 p.m.

Good Friday: 8:00 a.m. – 5:00 p.m.

Easter: 8:00 a.m. - noon

Memorial Day: 8:00 a.m. - noon

July 4th: 8:00 a.m. - noon

Labor Day: 8:00 a.m. - noon

Thanksgiving Day: 8:00 a.m. - noon

Thanksgiving Friday: 8:00 a.m. – 5:00 p.m.

December 24th: 8:00 a.m. - noon

December 25th: 8:00 a.m. - noon

December 31st: 8:00 a.m. – 5:00 p.m. or weekend hours

Pretrial Supervision Program and Post-Trial Supervision Program including Intensive Supervision Program for Operating While Intoxicated

Purpose

The purpose of the Pretrial Supervision Program is to monitor OWI individuals compliance with court ordered conditions through assessment, case management, supervision, and referral to community resources. The goal of the program is to reduce recidivism of impaired driving. By participating in case management, AODA treatment, testing, and community referrals, clients with a successful discharge from the program may see a benefit at sentencing such as reduced incarceration time. The purpose of the Post-Sentence Supervision Program is to provide intensive supervision to clients with court-ordered conditions through assessment, case management, supervision, education, and referral to community resources. The purpose of the Post-Supervision Program is to provide supervision to clients with court-ordered conditions through assessment, case management, supervision, education, and referral to community resources. Successful participation in this program will result in the current sentencing guidelines being imposed and stayed. Description

The program provides intensive supervision of an individual's compliance with court ordered conditions. The use of research-based programming is expected to change attitude, knowledge and behavior related to non-compliant and/or criminal behavior. The provider will be expected to offer evidence-based group services, such as the Driving with Care program for Post-Trial Supervision Program individuals. . The provider will be expected to offer Victim Impact Panels. .). The provider is to be aware of Wisconsin Act 100 and support participant adherence to its provisions. This will be accomplished through close collaboration with the court and community resources and local treatment/service providers.

#### Target Population

The target population is pre-trial defendants who have been charged with OWI 2<sup>nd</sup> with high BAC (.15), OWI 2<sup>nd</sup> or higher with possession or consumption of a controlled substance, or OWI 3<sup>rd</sup> or higher.

Projected Annual Number of Participants in the Program:

Pretrial Supervision Program: 23-28 per month

Post-Sentence Supervision Program: 13-18 per month

Projected Percent of Positive Completions: 85%

Average Projected Length of Stay in the Program from Enrollment to Termination:

90 days (pre-trial) 365 days (post sentence)

#### **Hours of Operation:**

Monday – Friday: 7:00 a.m. – 7:00 p.m.

Saturday & Sunday: 8:00 a.m. – 4:00 p.m.

Holiday Hours:

New Year's Day: 8:00 a.m. - noon

Martin Luther King Day: 8:00 a.m. – 5:00 p.m.

Good Friday: 8:00 a.m. – 5:00 p.m.

Easter: 8:00 a.m. - noon

Memorial Day: 8:00 a.m. - noon

July 4th: 8:00 a.m. - noon

Labor Day: 8:00 a.m. - noon

Thanksgiving Day: 8:00 a.m. - noon

Thanksgiving Friday: 8:00 a.m. – 5:00 p.m.

December 24th: 8:00 a.m. - noon

December 25th: 8:00 a.m. - noon

December 31st: 8:00 a.m. – 5:00 p.m. or weekend hours

The Day Report Program, Pretrial Supervision Program, and Post-Trial Supervision Program is located in the lower level of the Law Enforcement Center/Sheriff’s Office. It is approximately 1,080 sq feet of space which includes a waiting room, secure bathroom, and three offices and a small conference/breakroom .

Supplies or equipment that will be required for Day Report would include UA materials, such as quick test cups, and PBT tubes which would be the financial responsibility of the provider. Portage County does own a Breathalyzer and would allow the Day Report provider to use it.

1.3.4. Clarifications and/or Revisions to this RFP

Portage County Purchasing is the sole point of contact for the County during the selection process. Contact with anyone else involved with this process without the prior authorization of Purchasing may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or deficiencies they have concerning this proposal **in writing through email by 2PM on Wednesday, 08/23/2023 to Chris Schultz, Purchasing, Email: schultzc@co.portage.wi.gov**

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above named individual of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify the County prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by Purchasing. Addenda will be posted on VendorNet and on the Portage County Website. Proposers are responsible for checking these websites for any addenda before submitting a proposal. Failure to acknowledge addenda may disqualify your proposal.

<https://vendornet.wi.gov>  
<http://www.co.portage.wi.gov>

**1.4. Calendar of Events**

Listed below are specific and estimated dates and times of actions related to this Request for Proposal. 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, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

DATE	EVENT
08/10/2023	RFP Issuance date
08/23/2023	Last day for submitting written questions



08/25/2023	Addenda posted to <a href="https://vendornet.wi.gov/">https://vendornet.wi.gov/</a> and <a href="http://www.co.portage.wi.us">http://www.co.portage.wi.us</a>
09/07/2023	Proposals due at or before 2:00 p.m.
09/15/2023	Notify shortlisted firms (Subject to change)
09/26/2023	Interviews/Presentations (If Needed & Subject to change)
10/02/2023	Best and Final Offers and/or Notification of intent to award sent to proposers (Subject to change)
10/10/2023	Contract Intent to Award (estimated)
1/1/2024	Contract start date (estimated)

### 1.5. Contract Term and Funding

The contract shall be effective on 01/01/2024, or contract date, and shall continue until 12/31/2026. By mutual agreement of the agency and the contractor, the contract may be renewed up to four additional one-year periods.

In 2023, the County allocated approximately \$208,448 for procurement of Day Reporting and Pretrial Supervision Program and Post-trial Supervision services. Funding will be finalized by the Portage County Board of Supervisors in November of 2023 for 2024 budget.

## 2. Preparing and Submitting a Proposal

### 2.1. General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal.

Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired. The County encourages all proposers to print their submission double-sided to save paper.

### 2.2. Incurring Costs

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

### 2.3. Submitting Proposals

Proposers must submit, in a sealed package, **One Original (identify) PLUS Four (4) identical copies** of all materials required for acceptance of their proposal on or before **2PM on Thursday, 09/07/2023** to:

**Portage County Purchasing  
1462 Strongs Ave  
Stevens Point, WI 54481**

All proposals must be received by the Purchasing Department by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. mail system does not constitute receipt of the proposal by

Purchasing.

The County does not accept facsimile machine or email submitted proposals. 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**

COST PROPOSAL: **Submit Original plus one (1) identical copy Attachment F.** Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of proposer.

**2.4. Proposal Organization and Format**

Proposal should be typed and submitted on 8.5 by 11 inch paper and bound securely with page numbers clearly indicated. Proposers responding to this RFP must comply with the following format requirements:

**Tab 1 - COVER LETTER, RFP SIGNATURE PAGES:** Include here any cover letter, Attachment A - RFP Signature and Authority Affidavit Form, and Attachment C - Designation of Confidential & Proprietary Information form.

The Signature and Authority Affidavit submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide these forms/information with your bid submittal may disqualify your proposal.

**Tab 2 - RESPONSE TO PROPOSER INFORMATION AND SOLUTIONS:** Responses to Section 5.1 Organization Experience and Capabilities and Section 5.2 Staff Qualifications must be in the same sequence and numbered as they appear in this RFP. Include here completed Attachment B--References.

**Tab 2 (a & b) - RESPONSE TO PROPOSER SOLUTIONS:** Responses to Section 5.3 Proposer Solutions must be in the same sequence and numbered as they appear in this RFP.

Use the following tab letters for the corresponding Program Element:

2a = Day Reporting Program

2b = Pretrial/Post-Trial Sentence Supervision Program

If you are not bidding a particular Program Element, omit the use of the corresponding tab.

**Tab 3 – MANDATORY REQUIREMENTS:** Include Attachment D Mandatory Requirements.

**Separate Envelope - COST PROPOSAL—ATTACHMENT F:** Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the product(s) and/or service(s) must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

**2.5. Multiple Proposals**

Multiple proposals from a proposer will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

**2.6. Withdrawal of Proposals**

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 180 days after the due date and time. The written withdrawal notice must be received by Purchasing. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

**3. Proposal Selection and Award Process**

**3.1. Evaluation Committee**

The County’s evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the Purchasing Department.

**3.2. Preliminary Evaluation**

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

**3.3. Right to reject proposals**

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

**3.4. Proposal Scoring**

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on-site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

**3.5. Evaluation Criteria**

The proposals will be scored using the following criteria:

Description	Points
<b>5.1 Organization Capabilities</b>	
5.1.1 Describe the organization/company’s experience and capabilities providing similar service to those required.	100
5.1.2 Describe your organization’s structure and capabilities	150
<b>5.2 Staff Qualifications</b>	100
<b>5.3 Proposer Solutions</b>	

5.3.1 Provide an overview of the organizational philosophy for approaching the project.	250
5.3.2 Detail your firms understanding of the challenge, barriers and risk factors and proposed approach to overcoming these concerns.	150
5.3.3 Identify service outcomes and measurements to demonstrate program effectiveness and adherence to evidence based practices	50
5.3.4 Detail how you will exceed proposal requirements or any value added solutions	50
<b>Cost Proposal</b>	150
<b>Total</b>	<b>1000</b>

**3.6. Interviews/Presentations and/or Site Visits**

Top-scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals, if requested by the County. The County will make every reasonable attempt to schedule the interview/presentation on the date specified in the Calendar of Events. The proposer is required to have key members of the Staff that are listed in Section 5.2 Staff Qualifications attend the interview and be prepared to present and respond to questions. Failure of a proposer to complete a scheduled interview/presentation to the County may result in rejection of that proposer's proposal.

**3.7. Final Evaluation**

Upon completion of any interviews/presentations and/or demonstrations by proposers, the County's evaluation team will review their evaluations and make adjustments to the scores based on the information obtained in the interview/presentation, demonstration, possible reference checks, and any other pertinent proposer information.

**3.8. Award and Final Offers**

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete. Alternatively, the highest proposer or proposers may be requested to submit best and final offers. If the County requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer following that process. However, a proposer should not expect that the County will request a best and final offer.

**3.9. Notification of Intent to Award**

All proposers who respond to this RFP will be notified in writing of the County's intent to award the contract(s) as a result of this RFP.

**3.10. Appeals Process**

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or Portage County Ordinance provisions that are alleged to have been violated.

The written notice of intent to protest the intent to award a contract must be filed with Calvin Winters, Procurement Director, Portage County Wisconsin, 1462 Strongs Ave, Stevens Point, WI 54481, and received

in his office no later than five (5) working days after the notice of intent to award is issued.

The written protest must be received in his office no later than ten (10) working days after the notice of intent to award is issued.

The decision of the Procurement Director may be appealed to the Corporation Counsel Office within (5) working days of issuance. The appeal must allege a violation of a Wisconsin Statute or a Portage County Ordinance provision.

### **3.11. Negotiate Contract Terms**

The County reserves the right 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.

## **4. Requirements**

### **4.1. Mandatory Requirements**

**Submit response using Attachment D Mandatory Requirements under Tab 3 of proposal - see section 2.4 for proposal submittal format.**

The following requirement(s) are mandatory, and the proposer must satisfy them as a pass/fail pre-screening requirement. Any proposal submitted not in compliance with mandatory requirements will be rejected and not evaluated or scored.

- 4.1.1. The proposer must have a minimum of two years providing services similar to those they are proposing to provide.
- 4.1.2. An affirmation that the firm meets the independence requirements of Generally Accepted Government Auditing Standards (GAGAS), defined by the U.S. Government Accountability Office's Government Auditing Standards as they relate to Portage County and all its component units. The firm must list and describe the firm's proposed subcontractors' professional relationships involving the County or any of its agencies, component units/agencies, or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- 4.1.3. Awarded Provider must provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract. All policies must be issued with a 30-day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A1, and signed by an authorized agent.

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and

completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

#### **4.2. Contract Requirements**

The awarded contractor is expected to fulfill the following contract requirements.

- 4.2.1. Provide the range of services identified in the Section 1.3 Scope in accordance with a time schedule agreed upon by the County for Program Elements proposed.
- 4.2.2. Meet or exceed service/completion projections on Program Elements for which they are proposing.
- 4.2.3. Prepare and submit daily, monthly, quarterly, and annual reports as required by the County.
- 4.2.4. Prepare court and agency reports with distribution no less than 72 hours prior to due date/court date. When the PSA is implemented, reports for individuals that are in-custody are due the day of the bond hearing by 11:00 a.m. and felony summons reports are due 72 hours prior to the initial appearance.
- 4.2.5. Advise County/Contract Administrator of participant, staff, or agency concerns within 48 hours of occurrence.
- 4.2.6. Adhere to existing program protocols unless modified in advance with the permission of the County/Contract Administrator.
- 4.2.7. Subcontractors  
The Provider shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract.
- 4.2.8. Contractor is allowed to charge fees directly to the participants; however, Justice Programs Department policy does not allow for pretrial fees to be charged for the Day Report Program (Condition of Bond) and Pretrial Supervision Program.
- 4.2.9. The successful proposer shall meet with the Portage County Justice Programs Director to discuss the scope of and develop of a written implementation work plan and schedule. The work plan will need to address provision of services for active existing program participants. Once the work plan has been developed, the written audit work plan will be reported to the Portage County Justice Coalition, County Executive and Judicial General Government Committee for approval. During the term of the project the program supervisor will meet with the County Justice Programs Director to discuss the progress of the project and make adjustments as necessary. Meetings shall take place as deemed necessary to discuss progress and unique issues that may have surfaced. Monthly program reports shall be submitted to the Justice Programs Director, who is the Contract Administrator.
- 4.2.10. Project partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements. Other program

personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

## 5. Proposer Information and Solutions

### 5.1. Organization Experience and Capabilities

**Submit response under Tab 2 of proposal - see section 2.4 for proposal submittal format.**

5.1.1. Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description of work, dates, locations, challenges and results. Projects with Government agencies are preferred. (100 Points)

5.1.2. Describe your organization's structure and capabilities. (150 Points)

Include the following:

- The organization and size of the firm, the size of the firm's non-residential offender services staff, the location of the office from which the work on this engagement is to be performed.
- The length of time the firm has been in existence, as well as the length of time the firm has been providing services of this nature requested by the County.
- 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.
- A description of your firm's quality control procedures that ensure compliance with contract expectations and research-based practices.
- Provide an affirmative 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.
- Describe any pending litigation or other factors that could affect your organizations' ability to perform this contact.
- Indicate if your firm has ever failed to complete any work awarded to it. If it has, please indicate the date, where, and why.
- 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 Portage 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.

## 5.2. Staff Qualifications

**Submit response under Tab 2 of proposal - see section 2.4 for proposal submittal format.**

Identify key staff your organization/company will assign to fulfill the contract requirements. Detail who would be contract manager(s) etc. 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 of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this project. Detail the number of hours for each key staff member by service component that you estimate will be needed to fulfill the contract requirements. Include any staff certifications relevant to tasks they will perform.

The minimum qualification requirements for staff would include a high school diploma, criminal justice knowledge and the ability to maintain confidentiality. Staff providing case management should have a higher level of education, experience and/or knowledge of serving those involved in the criminal justice system. (100 Points)

## 5.3. Proposer Solutions

**Submit response under Tab 2 (a & b) of proposal - see section 2.4 for proposal submittal format.**

Provide an individual response for each Program Element proposed. Each response must be clearly marked with the Program Element name and submitted under the proper tab.

5.3.1. Provide an overview of the organizational philosophy for approaching the project. Include an organizational vision or mission statement if they have been developed, adopted, and embraced by the proposer. Provide a description of the work approach to the overall broad tasks and objectives identified in Section 1.3 Scope of the Program Element proposed. Include any concepts, techniques and tools that the Proposer intends to utilize in the project. (250 Points)

Also include the following:

- Provide a proposed staffing plan for each service component identified in the Scope.
- Identify any resources (including space) that will be needed.
- Provide policies and procedures for similar program models, or draft policies and procedures for proposed programs.
- Describe the Service Provider's intended working relationship with the County staff, including the level of assistance anticipated for completion of the proposed tasks.
- Contractor may charge fees directly to the participants; however, Justice Programs Department policy does not allow for pretrial fees to be charged for the Day Report Program (Condition of Bond) and Pretrial Supervision Program.

5.3.2. Detail your firm's understanding of the challenge, barriers and risk factors and proposed approach to overcoming these concerns. (150 Points)

5.3.3. Identify service outcomes and measurements to demonstrate program effectiveness and adherence to evidence-based practices. (50 Points)



5.3.4. Detail how you will exceed proposal requirements or any value-added solutions. (50 Points)

**5.4. Proposer References**

**Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.**

Proposer must supply references of three firms to which similar products/service have been provided within the past five years to a comparable sized institution or company. If contacted, all of those references must verify that a high level of satisfaction was provided.

**6. Cost Proposal**

**6.1. General Instructions for the Cost Proposal and how it will be Scored**

All prices must be quoted in U.S. Dollars.

Purchasing will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Constant}} \times \text{Maximum Points Assigned to Cost} = \text{Score}$$

Other Proposed Cost

**6.2. Format for Submitting Cost Proposal.**

Use Attachment F Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state “Cost Proposal” and the name of proposer.

**6.3. Fixed Price Period**

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the County and the Contractor.

**7. Notice to Proposers**

- 7.1 This RFP is not a contract and does not in any way bind the County to any obligations.
- 7.2 The County is not responsible for costs incurred by anyone responding to the Request for Proposal.
- 7.3 Upon submission, all proposals become the property of the County, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
- 7.4 The County expressly reserves the right to amend or withdraw this RFP at any time. It further expressly reserves the right to reject any or all proposals.
- 7.5 The County is not bound to accept the lowest cost proposal.
- 7.6 Proposers are held legally responsible for their proposals.

- 7.7 The County reserves the right to negotiate contract terms contemporaneously and/or subsequently with any number of proposers as the County deems to be in its best interest. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.
- 7.8 The County reserves the right to negotiate any aspect of the proposal with any candidate and to negotiate with more than one candidate at the same time.
- 7.9 The County reserves the right to request any additional information at any stage of the RFP process.
- 7.10 The County reserves the right to waive any minor irregularities in the proposal request process.
- 7.11 Multiple proposals from a proposer will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.
- 7.12 Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 90 days after the due date and time. The written withdrawal notice must be received by Purchasing. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date and time.

## 8. Contract Cancellation

This contract may be terminated by either party under the following conditions:

- 8.1 The County may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the Firm.

If the problem is service performance, Firm will be advised in writing of unsatisfactory performance and intent to cancel this contract. Firm will be given a period of time to 'cure' the performance. If the performance does not improve, Firm will be given 30 days written notice that the contract will be cancelled. **Upon termination, the County's liability will be limited to the pro rata cost of the services performed as of the date of termination.**

- 8.2 In the event the Firm terminates the contract, for any reason whatsoever, it will require written certified letter notification delivered to the Purchasing Department not less than 90 days prior to said termination. The Firm will, in turn, refund the County, within 30 days of said termination, all payments made hereunder by the County to the Firm for work not completed.
- 8.3 If at any time the Firm's performance threatens the health and/or safety of the County or the public, the County has the right to cancel and terminate the contract without notice.
- 8.4 If the Firm fails to maintain and keep in force the insurance as required, the County has the right to cancel and terminate the contract without notice.

**ATTACHMENT A**

**SIGNATURE AND AUTHORITY AFFIDAVIT FORM**

PROPOSING COMPANY NAME: \_\_\_\_\_

FEIN (Federal Employer ID Number) \_\_\_\_\_ OR Social Security # (if Sole Proprietorship) \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip + 4 \_\_\_\_\_

Number of years in Business \_\_\_\_\_

Name the person to contact for questions concerning this proposal.

Name \_\_\_\_\_ Title \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Toll Free Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_ Email Address \_\_\_\_\_

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 to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name (type or print)**

\_\_\_\_\_  
**Date**

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

Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

**ATTACHMENT B**

**REFERENCES**

**Proposer:** \_\_\_\_\_

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate page.

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address (include Zip + 4) \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Product(s) Used and/or Service(s) Provided: \_\_\_\_\_

**ATTACHMENT C  
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to Bid/Proposal # \_\_\_\_\_ includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

**Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.**

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic

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 AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.

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

Company Name \_\_\_\_\_

Authorized Representative \_\_\_\_\_  
Signature

Authorized Representative \_\_\_\_\_  
Type or Print

Date \_\_\_\_\_

**ATTACHMENT D**

**MANDATORY REQUIREMENTS**

**Proposer:** \_\_\_\_\_

Mark an X in either yes or no for each mandatory requirement.

Mandatory Requirement	Yes	No
4.1.1 The proposer has a minimum of two years providing services similar those they are proposing to provide?		
4.1.2 The firm meets the independence requirements of Generally Accepted Government Auditing Standards (GAGAS), defined by the U.S. Government Accountability Office's Government Auditing Standards as they relate to Portage County and all its component units? The firm must list and describe the firm's proposed subcontractors' professional relationships involving the County or any of its agencies, component units/agencies, or oversight units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.		
4.1.3 Provider is able to provide Purchasing a Certificate of Insurance and maintain the minimum limits specified for the term of the contract upon award?		

Per 4.1.2, list of proposed subcontractor relationships is submitted with Attachment D?    Yes \_\_\_\_\_ No \_\_\_\_\_

**ATTACHMENT E****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, unless otherwise specified. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish an acceptable equivalency. The County shall be the sole and final judge of equivalency.
- 2.0 HOW TO AMEND A REQUEST FOR BID, PROPOSAL OR QUOTE:**
- 2.1** Public Works Projects are subject to Wis Stats 66.0901(5): If a person submits a bid or proposal for the performance of public work under any public contract to be let by a municipality and the bidder claims that a mistake, omission or error has been made in preparing the bid, the bidder shall, before the bids are opened, make known the fact that an error, omission or mistake has been made. If the bidder makes this fact known, the bid shall be returned to the bidder unopened and the bidder may not bid upon the public contract unless it is re-advertised and relet upon the re-advertisement. If a bidder makes an error, omission or mistake and discovers it after the bids are opened, the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder's part in the exercise of ordinary care in examining the plans or specifications and in conforming with the provisions of this section. If the discovery and notice of a mistake, omission or error causes a forfeiture, the bidder may not recover the moneys or certified check forfeited as liquidated damages unless it is proven before a court of competent jurisdiction in an action brought for the recovery of the amount forfeited, that in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.
- 2.2** Non-Public Work Projects: After a Request for Bid/Proposal/Quote has been filed with the Portage County Purchasing Department, the responder may submit an amended response BEFORE THE DUE DATE AND TIME set in the request. All the conditions and provisions of the original Bid/Proposal/Quote will be in effect. No submittals or amendments will be accepted after the due date and time of the request. This does not preclude the County from requesting additional information and/or clarification.
- 3.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 4.0 QUALITY:** Unless otherwise indicated in the request, all material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the County.
- 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 F.O.B. destination freight prepaid and included unless otherwise specified.
- 7.0 PRICING AND DISCOUNT:** The County qualifies for governmental discounts. Unit prices shall reflect these discounts.
- 7.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) 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/proposal evaluation.
- 7.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions.
- 8.0 RESPONSES TO REMAIN OPEN:** Responses must remain open and will be deemed to be open and subject to acceptance until awarding of the bid/proposal is finalized, or a minimum of sixty (60) days unless otherwise specified.

- 9.0 ACCEPTANCE-REJECTION:** The County reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, request clarification of any bid/proposal, award a bid/proposal that is not the lowest price, and to accept any part of a bid/proposal as deemed to be in the best interests of the County.
- 10.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
- 11.0 CONTRACT AND EXECUTION OF CONTRACT:** Unless otherwise specified in the bid/proposal, the successful responder agrees to enter into a contract, a copy of which will be on file in the office of the Portage County Purchasing Department. Contractor shall and will well and truly execute and perform this contract under the terms applicable to the satisfaction of the County, and shall promptly make payment to each and every person or party entitled thereto of all the claims for work or labor performed and materials furnished in the performance of this contract.
- 12.0 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 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 County.
- 13.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. 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 or its conduct. The County reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The County also reserves the right to cancel this contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 14.0 LICENSES AND PERMITS:** Contractor shall have and/or provide any and all licenses and permits required to perform the work specified and furnish proof of such licensing authorization and permits with their bids if required.
- 15.0 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 the County.
- 16.0 NONEXCLUSIVE CONTRACT:** Unless otherwise stated, the County reserves the right to purchase work or materials outside of this contract.
- 17.0 NONDISCRIMINATION & AFFIRMATIVE ACTION:** 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. 51.01(5), Wis. Stats., sexual orientation, gender identity and gender expression, 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.
- 18.0 INDEPENDENT CAPACITY:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the County. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the County.
- 19.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.



- 20.0 WARRANTY:** Unless otherwise specifically stated, equipment purchased as a result of this request shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 21.0 INSURANCE RESPONSIBILITY:** If insurance is required, satisfactory proof of the existence and carriage of such insurance of the kinds and limits specified will be required.
- 22.0 CANCELLATION:** The 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 terms, conditions, and specifications of this contract.
- 23.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Portage County tax liability may have their payments offset by the County.
- 24.0 OPEN RECORDS:** Both parties understand that the County is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that the Contractor must defend and hold the County harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the contract.
- 25.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 26.0 ADVERTISING AND NEWS RELEASES:** Reference to or use of the County, any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the County. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the County.
- 27.0 HOLD HARMLESS:** The Contractor will indemnify, pay the cost of defense including attorney's fees, and save harmless the County and all of its officers, agents and employees from all suits, actions, or claims of any character directly related to any injuries or damages to any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 28.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 29.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**COST PROPOSAL**

Submit original plus one copy (Submit in separate envelope within proposal package)

Proposer: \_\_\_\_\_

Program Element: \_\_\_\_\_

Submit original plus one copy for each Program Element proposed. (Submit in separate sealed envelope within proposal package marked "Cost Proposal")

**Labor Cost by Job Title**

Job Title	Estimated Number of Hours Annually	Hourly Rate	Extended Annual Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Annual Labor Cost</b>			\$

**Other Costs**

Description	Annual Cost	
Training	\$	
Office Supplies	\$	
Program Supplies	\$	
Travel	\$	
Other – (Identify)	\$	
Other – (Identify)	\$	
Other – (Identify)	\$	
<b>Total Other Annual Cost</b>		\$

**Program Element Annual Cost - 150 Points** (Total Annual Labor Cost + Total Other Annual Cost) \$ \_\_\_\_\_

If proposing more than one Program Element, attach a combined budget for all elements proposed on a separate sheet identifying any cost savings for awarding elements together.

**County Allowable Client Fee Charges**

\*Note-These fees are for information purposes only and will not be included in the cost score at this time.

\*\*Note from Section 4.2-County does not allow fees to be charged in Pre Trial-Participants

Description	Monthly Costs for Participants
Department of Corrections	\$
Home Detention Program	\$
Post Trial Supervision Program	\$
Diversion/Deferred Entry of Judgement	\$
Other – (Identify)	\$
Other – (Identify)	\$
	\$
	\$