



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Dane County Sheriff's Office

RFP NUMBER

#115084

RFP TITLE

Dane County Jail Updates

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for [a study of Dane County Jail updates](#).

DEADLINE FOR
RFP SUBMISSIONS

2:00 P.M. Central Time

July 8, 2015

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO
THIS ADDRESS

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

VENDOR
CONFERENCE

There will be a vendor conference on Tuesday, June 23, 2015, at 1:00 p.m. in the Public Safety Building, 2nd Floor, 115 West Doty Street, Madison, WI.
A jail facility tour will be offered immediately following the vendor conference.
RSVPs for this vendor conference are due on Friday, June 19, 2015.

SPECIAL
INSTRUCTIONS

- ☐ **Label the lower left corner of your sealed submittal package with the RFP number**
- ☐ **Place the Signature Affidavit as the first page of your proposal**
- ☐ **Submit one original and (6) copies of your technical proposal**
- ☐ **Submit one original and (1) copies of your cost proposal**
- ☐ **Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD or flash drive**

DIRECT ALL INQUIRES
TO

NAME	Carolyn A. Ninedorf
TITLE	Purchasing Agent
PHONE #	(608)266-4966
FAX #	608/266-4425
EMAIL	Ninedorf.Carolyn@countyofdane.com
WEB SITE	www.danepurchasing.com

DATE RFP ISSUED: **June 3, 2015**

RFP BLANK REVISED 5/13

RFP NO. 115084

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to 1) identify and make recommendations to mitigate life and health safety concerns in the City County Building Jail (CCB) and 2) evaluate the existing environments of the CCB and Public Safety Building (PSB) and recommend alternatives for bringing facilities current with applicable standards and codes, while addressing health and safety concerns.

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

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

The contract administrator will be Captain Richelle Anhalt.

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

Background

The Dane County Jail is comprised of three facilities:

The CCB, located at 210 Martin Luther King Jr. Blvd., Madison, is a linear style jail which was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded to occupy the west wing of the CCB, bringing the final capacity of that facility to 341 beds. In 2001, a reconstruction job was completed on the CCB. The reconstruction did not add any additional beds, but retooled areas of the CCB that were abandoned when the Public Safety Building Jail opened.

The CCB is our maximum-security facility and is separated into four wings, 6 East, 7 East, 6 West, and 7 West. It is linear in design with cell blocks made up of individual cells surrounding a day room or common area. Each cell block typically houses four or eight inmates. Individual cells have bars on the wall facing the dayroom.

In 1994 the PSB, located at 115 W. Doty St., Madison, opened with 464 beds. The PSB was originally designed as a work release facility, however is currently designated as a medium/minimum security facility. It uses the direct supervision model in the inmate housing units. There are 204 beds each on the third and fourth floors for a combined total of 408 beds. The first floor houses our Booking Intake Center and has 64 beds for newly-arrested inmates awaiting initial appearance court or inmates who need to be classified before being housed

elsewhere in the jail.

The dorms in the PSB are one large open room with no individual cells. The large pods house up to 50 inmates. There are also split pods which house up to 24 inmates on one side and 28 on the other. The deputy station is at one end and looks into both split pods. One half of a split pod is currently designated to accommodate overflow from the first floor.

The William H. Ferris Center, (FC), located at 2120 Rimrock Rd., Madison, is our work release facility. It was constructed in 1983 with a capacity of 72 beds. It is a minimum security facility housing sentenced inmates with work release privileges. In 1992 a second floor was added to the Ferris Center to bring its total capacity to 144 beds. In 1994 the second floor was closed with the opening of the Public Safety Building, but by 1997 it was necessary to re-open it due to jail overcrowding. Double bunking brings the facility capacity up to a total of 288 beds. Each floor consists of three wings which are managed through indirect supervision. In 2004, the Ferris Center underwent a remodeling project to retool the bathrooms, showers and mechanicals. In 2011 the second floor was again closed and remains closed today.

The inmate areas on the first floor of the Ferris Center consists of three wings. Each wing has a dayroom or common area. There are 24 total dorm rooms. One wing has nine dorm rooms, one wing has eight dorm rooms, and one wing has seven dorm rooms. There are no doors on the dorms. Each dorm can house up to six inmates. The deputies are stationed in the common lobby area of the facility.

In 2014, the average daily population of incarcerated persons housed in all three facilities in was 757. There were an additional 119 individuals on average housed on electronic monitoring.

In 2014, Mead and Hunt in association with Pulitzer Bogard and Associates, LLC completed a thorough jail analysis and created a master plan, with two options, to consolidate the Dance County Jail at one site either at the PSB Site or a greenfield site. This RFP is an extension of that work. The Mead and Hunt Needs Assessment and Master Plan serves as the foundation for the services requested herein. The full Mead and Hunt report may be viewed at:

http://pdf.countyofdane.com/sheriff/DCSO_Final_Jail_Study_062514.pdf

1.2 Scope of the Project

- 1.2.1 This is a two part project. During the first phase of the project, the PROPOSER shall conduct a comprehensive analysis of immediate health and safety concerns of the CCB to identify and develop solutions to address immediate health and safety concerns, recommend immediate solutions and a work plan to eliminate or greatly reduce the use of solitary confinement, and bring facilities into Prison Rape Elimination Act (PREA) compliance.

During the second portion of the project, the PROPOSER shall evaluate the existing environments of the CCB and PSB and recommend alternatives for reconfiguring facilities to bring them current with applicable standards and codes, while addressing health and safety concerns. Recommendations shall consider and reflect the County's efforts to reduce racial disparities and jail population. The County recognizes that the criminal justice system needs to continue to incorporate a range of programs for alcohol, drug abuse, mental health, trauma and other types of programming that impact jail population and reduce recidivism.

1.2.2 Objectives

- Identify and mitigate Immediate health and safety concerns in the CCB;
- Provide appropriate care for incarcerated people with mental health concerns in the least restrictive environment possible;
- PREA Compliance;
- Eliminate or greatly reduce the use of solitary confinement; and
- Provide discrete alternatives that address renovation of the CCB and/or the PSB to meet current jail standards, applicable codes, and health and safety needs.

1.2.3 Needs

Dane County is committed to addressing two critical issues which afflict the County's Criminal Justice System: racial disparities in arrest and incarceration, and the mental health challenges of those in and out of jail.

Life and health safety concerns in the CCB necessitate the need to address critical life and health safety issues.

Those with mental illness incarcerated in the jail are often placed in solitary confinement or in other segregated housing which often exacerbates the individual's mental health condition.

The CCB houses our most vulnerable populations. It has an outdated and antiquated design and management model with limited sightlines and observation of inmates. The physical plant limitations along with outdated technology and systems and poor physical conditions contribute to overall unacceptable living conditions.

Further, the Dane County Sheriff's Office has zero tolerance of sexual abuse and sexual harassment and is committed to fully complying with the PREA standards.

1.2.4 Current Operations

The Dane County Jail System currently consists of three jail facilities. There are a total of 1013 beds in the jail. Of this, forty-four (44) are designated as restrictive housing beds and twelve (12) are single cell time out rooms that serve the dormitory housing units in the PSB. In 2008, two (2) additional beds were added to the large pods in the PSB to bring the design capacity up from 949 beds to 957 beds.

1.2.5 Reporting Requirements

The Provider shall provide the County with six (6) hard copies of the final report and an electronic copy in Word or PDF format. In addition, the provider shall attend two (2) onsite presentations to County staff, committee members or elected officials once the report has been completed.

For each recommendation, the PROPOSER's final written report shall include at a minimum:

- Operational and space recommendations;
- The reasoning for each recommendation;;
- An incarcerated persons disaggregation plan;
- Macro staffing deployments and redeployments;
- Opinion of probable operating costs;
- Preliminary drawings representing each recommendation; and
- Opinion of probable project costs of a phased project in terms of probable repair, renovations, and construction.

The final report shall be a compilation of all requirements of this RFP and shall be delivered no later than February 1, 2016.

1.3 Definitions

The following definitions are used throughout the RFP.

COUNTY means Dane County

COUNTY AGENCY means Department /Division utilizing the service or product

PROPOSER/VENDOR means a firm submitting a proposal in response to this RFP.

CONTRACTOR means proposer awarded the contract.

1.4 Clarification of the specifications

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

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

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

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg.
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

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

1.5 Addendums and/or Revisions

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

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

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

1.6 Calendar of Events

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

DATE	EVENT
June 3, 2015	Date of issue of the RFP
June 19, 2015, noon	Registration and Security Clearance forms for on site tour at the vendor conference due
June 23, 2015, 1:00 p.m.	Vendor conference
June 24, 2015	Last day for submitting written inquiries (2:00 p.m. Central Time)
June 26, 2015	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
July 8, 2015, 2:00 p.m.	Proposals due from vendors
August 14, 2015	Oral presentation by invited vendors
Late August 2015	Notification of intent to award sent to vendors
October 1, 2015	Contract start date

1.7 Vendor Conference

A vendor conference will be held to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation, and to tour our facilities. **Vendors are strongly encouraged to submit questions in advance of the vendor conference.**

Participation in the conference is **mandatory** for any vendor intending to submit a proposal in response to this RFP. If a vendor fails to attend the conference and submits a proposal, the proposal will be rejected. Site tours are also mandatory to avoid the situation of a proposal being submitted without the vendor having seen the facilities. Any company planning to attend the conference and site tours must submit a **“REGISTRATION FOR PRE-PROPOSAL CONFERENCE”** and **“SECURITY CLEARANCE FORM FOR ON-SITE TOUR” (See Appendix 1 & 2)** to include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver's license or other officially-issued photo identification. At least one representative from the company electing to consider bidding but not more than three individuals for a single vendor may participate in the on-site tour. Any additional participants must receive the advance approval of COUNTY.

Date: Tuesday, June 23, 2015

Time: 1:00 p.m.

Location: Public Safety Building, Room 2002, 2nd Floor, 115 West Doty Street, Madison, WI

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for one (1) year from that date.

1.9 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with

disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or Wisconsin Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

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

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

2.3 Incurring Costs

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

2.4 Vendor Registration

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

2.5 Submittal Instructions

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

returned to the proposers.

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

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

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Vendor Data Sheet
Attachment G	Cost Summary Page
- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible; however each proposal must conform fully to the requirements for proposal submission. Each such

proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

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

3.2 Proposal Scoring

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

3.3 Right to Reject Proposals and Negotiate Contract Terms

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

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	40
a.	Organization capabilities (Section 4.1 & 4.2)	20
b.	Staff qualifications (Section 4.3)	10
c.	Project schedule and work plan (Section 4.5)	10
2.	Technical requirements	40
a.	Health and Life Safety Issues (Section 5.2)	20
b.	Renovation of the CCB & PSB with Allowance for Independently or Sequentially Addressing Issues (Section 5.3)	20
3.	Cost	<u>20</u>
	TOTAL	100

3.5 Award and Final Offers

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

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one-page overview of your firm's interest in and understanding of the project.

4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required by this RFP. Identify how your firm has gained or plans to gain knowledge of mental health issues in the local area, the use of solitary confinement and the long and short-term impacts on individuals, and Criminal Justice System in Wisconsin and Dane County. Also specify any demonstrated history in understanding the impact of race discrimination, as well as race and poverty combined in Wisconsin and the United States. Be specific and identify projects, dates, and results that are related to components of report the PROPOSER will be expected to submit as described in Sections 1.0 and 5.0.

4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. The County requires that a project manager be appointed by the successful vendor to be the designated point of contact for the Sheriff's Office. A bi-weekly phone conference or in person meeting with the Sheriff's Office designee is required for the duration of the contract.

4.4 Proposer References

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

4.5 Project Schedule and Work Plan

As part of this proposal the vendor must submit a proposed project work plan and schedule. The vendor must identify all assumptions and constraints on which the project schedule and work plan are based.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

For the first part of this project, the PROPOSER shall provide a detailed analysis of the existing plant of the CCB focusing on life safety implications, security systems, and physical plant security constraints that expose the County to vulnerabilities associated with emergency and life safety Issues and propose recommendations for mitigating the identified concerns.

Secondly, the PROSPOSER shall evaluate the CCB and PSB facilities and recommend physical plant and operational strategies to meet current jail standards, applicable codes and well as meet the health and safety needs of incarcerated people. The proposed strategies should optimize programmatic,

treatment, and behavior management resources. The recommendations shall allow for independently or sequentially addressing Issues.

As part of the proposal, the PROPOSER should provide an explanation of the approach to completing a detailed analysis of existing physical plant of the CCB to identify health and life safety issues. Further, the PROPOSER shall outline the overall approach to completing each portion of the study and discuss how options and recommendations will be made and the methodology utilized to project impacts to jail population.

5.2 Health and Life Safety Issues

The PROPOSER shall provide a narrative to describe their approach to performing a detailed analysis of the CCB physical plant to identify health and life safety concerns to develop recommendations and a work plan to mitigate such concerns. At a minimum, the narrative should address the following components:

- Staffing and procedural options for life safety mitigation;
- Operational layout, structure and design;
- Upgrades to door controls, door hardware;
- The entire locking system;
- Plumbing;
- HVAC;
- Video surveillance technology;
- Detention barriers;
- Other security measures and systems consistent with industry standards and current code compliance;
- Probable opinion of cost of repairs;
- Operational costs and impact;
- Longevity of any repairs; and
- Whether incarcerated people will need to be temporarily moved to effectuate needed repairs, options for housing, and any associated costs of such.

The PROPOSER should describe how they will identify and make recommendations for modifying existing operations and staffing to immediately mitigate life safety issues.

The PROPOSER should describe how they will evaluate the current environment and provide recommendations and a work plan for eliminating or greatly reducing the use of solitary confinement in the current environment. In addition, the PROPOSER should describe their approach for evaluating the current environment to make recommendations to immediately bring all jail facilities into compliance with PREA standards.

5.3 Renovation of the CCB & PSB with Allowance for Independently or Sequentially Addressing Issues

The COUNTY is establishing three (3) workgroups to serve as a foundation for the 2016, 2017, and future operating budget proposals ([See Appendix 3 – Resolution 556](#)). **The Mental Health, Solitary Confinement and Incarceration Workgroup** will focus on reducing the number of individuals with mental illnesses in jail and the number of incarcerated people in solitary confinement. The **Length of Stay Workgroup** is tasked with investigating initiatives that decrease the average length of stay post-booking, with the goal of diverting people from jail. Finally, the third workgroup, **Alternatives to Arrest and Incarceration Workgroup**'s focus is on diverting people from incarceration by seeking options outside the traditional criminal justice system.

The PROPOSER shall describe their overall approach for analyzing the CCB and PSB to make recommendations for renovating the CCB Jail and/or the PSB Jail to meet current standards, applicable codes, as well as health and safety needs.

The PROPOSER's narrative should include strategies to optimize programmatic, treatment, and behavior management resources and predicted population reductions as identified by the workgroups. The narrative should describe the approach to pre-architectural planning and address the following:

- Incorporation of the workgroup recommendations for reduction in jail population due to implementation of the workgroups strategies for reducing racial disparities;
 - The PROPOSER shall evaluate how changes to the present system impact jail population and adjust the population forecasts of the Mead and Hunt Needs Assessment and Master Plan, June 2014, to reflect the predicted population reductions resulting from the workgroups' recommendations.
- Compliance with PREA standards and current applicable state and federal regulations;
- Appropriate and effective housing for the care and custody of those incarcerated to include: (Such housing shall not increase the functional capacity of the jail, but rather ensure quality of care.)
 - Medical and mental health housing;
 - Specialized housing to reduce the use of solitary confinement such as medical, mental health, and restrictive housing beds;
 - Options for supportive jail-based treatments and interventions;
 - Programmatic space for incarcerated people;
 - Best practices and modern standards for the safety and well-being of jail staff;
- Costs per square foot; and

Probable opinion of overall construction and project cost.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

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

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

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

Cost proposals should be broken down as per the Cost Proposal Summary, Attachment G.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2015 is \$11.47. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm

7.2 Domestic Partner Equal Benefits Requirement

The contractor agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

7.3 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

7.4 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

8.0 REQUIRED FORMS

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

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

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

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

- ☐ This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

REFERENCE DATA SHEET		
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		
NAME OF FIRM:		
STREET ADDRESS:		
CITY, STATE, ZIP		
CONTACT PERSON:		EMAIL:
PHONE #:		FAX #:
Product(s) and/or Service(s) Used:		

Designation of Confidential and Proprietary Information

The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.

Section	Page Number	Topic

Check mark : _____ This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

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

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

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

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

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

Signature

Title

Name (type or print

Date

FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)

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

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

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

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

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

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. **Company Name:**

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

2. **Contact person in the event there are questions about your bid/proposal**

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

3. **Local Vendor:**

Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?

€ **No** – continue on to the next page

€ **Yes** – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor. DCO 25.04(7h)

Select one:

We are claiming a preference as a Dane County Business

€ **Dane County**

We are claiming a preference as a business located in a county adjacent to Dane County

€ **Columbia County**

€ **Dodge County**

€ **Green County**

€ **Iowa County**

€ **Jefferson County**

€ **Rock County**

€ **Sauk County**

REVISED 9/12

COST / FINANCIAL PROPOSAL

NAME OF FIRM:

PART 1:

Health and Life Safety Identification & Analysis \$ _____

PREA Compliance – Current Environment \$ _____

Alternatives to Solitary Confinement – Current Environment \$ _____

PART 2:

Reconfiguration or Renovation of the Jail System –
Allowing for Independently Addressing Components \$ _____

Alternatives to Solitary Confinement – Reconfigured Environment \$ _____

PREA Compliance – Reconfigured Environment \$ _____

Medical, Mental Health, & Special Needs Housing \$ _____

Pre-Architectural Component \$ _____

GRAND TOTAL \$ _____

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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

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

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

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

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

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

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

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

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the

contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

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

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

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

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

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

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

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

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

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

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

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

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

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

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

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment,

notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions

of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability. PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability. PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability. PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation. PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability. PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit

for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

20.4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

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

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

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

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

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

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

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

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

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures

incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

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

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

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

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of

receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

**VENDOR LETTER OF REGISTRATION FOR PRE-PROPOSAL CONFERENCE
DANE COUNTY RFP #115084:
DANE COUNTY JAIL UPDATES**

The undersigned intends to attend the pre-proposal conference at 1:00 p.m., June 23, 2015, at the Dane County Sheriff's Office, 115 W. Doty St., Room 2002, Madison, WI 53703.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Facsimile Number

E-Mail Address

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

Name

Title

Note: This form is mandatory if the vendor intends to or has any interest in response to this RFP and is required to obtain security clearance for individuals scheduled to attend the requisite bidder's conference (mandatory). No more than three individuals may participate for any one vendor. However, neither this letter of intent nor the company's participation in the bid conference obligate the vendor to actually submit a proposal in response to RFP #112082. Official photo identification is required to enter the facilities.

**FAX THIS FORM TO 608-266-4425, ATTN: CAROLYN NINEDORF, PURCHASING
AGENT, NO LATER THAN JUNE 19, 2015 at 12:00 noon.**

SECURITY CLEARANCE FORM FOR ON-SITE TOUR DANE COUNTY RFP #115084

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

FIRST name _____

MIDDLE name _____

LAST name _____

Other names used _____, _____, _____

Date of Birth _____ SEX _____ RACE _____

Social Security # _____

Drivers License # _____ STATE issued _____

Current Address _____

Cities/States lived in, past 10 years _____

Felony Convictions? _____ if yes, when? _____

Misdemeanor Convictions? _____ if yes, when ? _____

Today's Date _____

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

OFFICE USE ONLY

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

Date Criminal History Run _____

FAX THIS FORM TO 608-266-4425, ATTN: Carolyn Ninedorf,
NO LATER THAN JUNE 19, 2015 at 12:00 noon.

SUB_____to 2014 RES-556 (PROPOSED-PERTL FOR 5/11/15 MEETING)

INVESTIGATING ALTERNATIVES TO INCARCERATION, SOLUTIONS TO RACIAL
DISPARITIES AND MENTAL HEALTH CHALLENGES IN THE DANE COUNTY JAIL
AND THROUGHOUT DANE COUNTY'S CRIMINAL JUSTICE SYSTEM

Dane County is committed to addressing two critical issues which afflict the county's criminal justice system: racial disparities in arrests and incarceration, and the mental health challenges of those in and out of jail.

Dane County has worked on reducing racial disparities in criminal justice for several years and has implemented some promising strategies that resulted from the collective work of community and county via the Dane County Task Force on Racial Disparities in Criminal Justice Report (2009), as well as the Disproportionate Minority Contact Juvenile Justice Solutions Workgroup Report (2009). Additional reports and assistance has been provided by: The Sentencing Project, American Bar Association, Bureau of Justice Assistance, and The Center for Court Innovation, University of Wisconsin Law School-Restorative Justice. Other influential reports and research includes: The State of Black Madison—Before the Tipping Point (2009), and Race to Equity (2014).

Dane County's racial disparities in criminal justice continue to persist. To reduce racial disparities, Dane County has funded new initiatives, such as the Community Restorative Court. Even though the Community Restorative Court has not begun, we are hopeful in this new approach to justice.

It is critical that Dane County engage the larger community to address inequities in criminal justice, specifically around mental health and incarceration, solitary confinement and length of stay, and alternatives to arrest and incarceration. Additionally, Dane County must address the immediate health and safety issues within the City-County Building Jail.

Background on Racial Disparities in Dane County Criminal Justice System:

The lack of availability of reliable information regarding who is in the criminal justice system and why continues to be a challenge in Dane County. Current and accurate measurement of criminal justice data is integral to system reform and measuring success. While broad statistics

31 help to draw attention to problems, system change must be accompanied by better, more
32 precise and detailed data as to the jail population, improving integration of information with state
33 data systems, and increasing capacity for statistical analysis.

34 That said, the 2014 “Race to Equity” report from the Wisconsin Council on Children and
35 Families provides the larger picture of racial disparities in the Dane County juvenile and criminal
36 systems. According to the report:

37 • The total population of Dane County, as reported in the 2010 Census, is just over
38 488,000. Of that total, African Americans are 31,300 of the county’s population, or about 6.5%.
39 African American youth (under age 18) make up 8.5% of all youth (under age 18) in Dane
40 County.

41 • African American adults are eight times more likely to be arrested in Dane County than
42 white adults. This is double the adult arrest disparity rates in the rest of the state and more than
43 triple the national numbers.

44 • African American adult males are 43% of the Dane County jail population, while only
45 comprising 4.8% of the county’s adult male population.

46 • In 2010, the county’s black youth arrest rate was 469 per 1,000, compared to 77 per
47 1,000 for whites. Black teens in Dane County are six times more likely to be arrested than white
48 teens. This is double Wisconsin state’s juvenile arrest disparities and more than triple the
49 national numbers.

50 • African American youth are 15 times more likely to spend time in the county’s juvenile
51 secure detention facility.

52 • More than 54% of all African Americans in Dane County live below the federal poverty
53 level, compared to only 8.7% of Dane County’s white population. The numbers are even starker
54 for Dane County’s youth: 74% of African American youth live in poverty, compared to only 5.5%
55 of Dane County’s white population.

56
57 As highlighted by the Race to Equity Report, racial disparities between black people and white
58 people in Dane County are some of the highest in the nation. The data indicates that the Dane

County criminal justice system is not working fairly for all community members. Addressing these issues will have a direct impact on the challenges of jail space needs.

Mental Health, Solitary Confinement, and Incarceration:

Dane County's support of individuals with mental health issues has not grown in the past decade and has not kept up with the need for services. In fact, county General Purpose Revenue (GPR) funding for adult mental health actually declined between 2003 and 2013, from \$6.2 million in 2003 to \$6.1 million in 2013.

Criminalization of the mentally ill and those with mental health issues impacts hundreds of Dane County individuals, families, and the community as a whole. It is critical to look for impactful long term solutions to our residents with mental health issues.

According the United States Bureau of Justice Statistics, 44% of all individuals and 66% of all Black individuals incarcerated in local jails throughout the nation have mental health challenges. Due to the lack of mental health services overall throughout the United States, jails and prisons have become the largest care-takers of individuals with mental health challenges.

Individuals with mental health struggles – diagnosed or not – who are incarcerated in the Dane County Jail, are often placed in solitary confinement or other segregated space. Unfortunately, solitary and other confinement placement often exacerbates the individual's mental health problem. The result can be making the individual sicker than when they arrived in the Dane County Jail.

Solitary confinement has been studied for decades, along with the short and long term detrimental impacts on individuals. The Dane County Board and Dane County Sheriff are seeking to eliminate this practice through more appropriate housing options.

Length of Stay

According to national research, length of stay negatively affects recidivism for people who have a low and medium risk of reoffending. The collateral consequences experienced by individuals, families, and communities caused by length of time spent in jail may further overall inequities in Dane County. Consequences include accused individuals, especially the poor and people of

88 color, pleading guilty to get out of jail for economic and family reasons, rather than based upon
89 innocence or guilt of the alleged offenses.

90 In the 2007 Criminal Justice System Assessment conducted by the Institute for Law and Policy
91 Planning (ILPP), two strategies were recommended to reduce workload growth in the criminal
92 justice system, including the jail. They were: “1. Reduce admissions at key justice system
93 decision points, and 2. Reduce length of stay and case processing times throughout the
94 system.”

95 While there are measures Dane County may be able to take to reduce length of stay, typically
96 approximately 17 percent of the jail population are state prisoners being held because of
97 violations of probation or parole requirements. Solutions to this issue will require data analysis
98 to better define the reason prisoners are being held and for how long. This information could
99 inform discussions with state officials about their practices which result in jail stays.

100

101 **Alternatives to Arrest and Incarceration:**

102 Dane County has many alternatives to incarceration that, for some, have proven to be effective.
103 However, participation by people of color in alternatives is minimal. Alternatives include:
104 deferred prosecution, (including the first offender program), electronic monitoring, and treatment
105 alternatives, among others. Eligibility criteria need to be evaluated, modified, and/or developed
106 to ensure equitable access and use of alternatives to incarceration, including use of evidence-
107 based decision making through a racial equity lens.

108

109 **Current Jail Safety Issues:**

110 From the Mead and Hunt study and the Sheriff’s comments on the current facility, it is clear that
111 there are immediate mental health, solitary confinement, and life and safety issues with parts of
112 the facility.

113

114 **NOW, THEREFORE, BE IT RESOLVED**, that because of these and other systemic issues,
115 Dane County is committed to a comprehensive reform of the Dane County criminal justice
116 system. This reform will be influenced by a set of Guiding Principles. The Dane County Board

117 will measure its actions against these principles and will encourage its partners in the Dane
118 County criminal justice system to do the same. The Guiding Principles are:

- 119
- 120 1. Racial equity will be achieved across the entire criminal justice system.
 - 121 2. The criminal justice system will be guided by the use of publicly available data and
122 information for understanding what is happening, for accountability, and for
123 measuring outcomes.
 - 124 3. Solitary confinement will be eliminated or greatly reduced.
 - 125 4. Arrests and incarceration will be reduced by having a coordinated system of
126 community treatment for substance abuse, mental health treatment and for people
127 with developmental disabilities.
 - 128 5. The number of arrests will be reduced along with people initially apprehended by
129 police, but diverted prior to booking.
 - 130 6. Efforts will be made within the criminal justice system to reduce sentences in ways
131 that do not compromise public safety, but which emphasize rehabilitation, reduce
132 incarceration and include wide ranging systemic reforms such as access to drug
133 treatment, training, and employment to support personal accountability.
 - 134 7. Dane County will provide resources to those incarcerated to reduce recidivism.
 - 135 8. The criminal justice system, including the Dane County Jail, will not be used to
136 generate excess revenue source.
 - 137 9. People charged with crimes or sentenced will be placed in the least restrictive setting
138 possible, while still ensuring reasonable public safety and justice for victims.
 - 139 10. People leaving jail have supports so that they can change their lives in positive
140 directions.
 - 141 11. Increased resources will be sought by maximizing state and federal funding sources
142 and leveraging private insurance.
 - 143 12. Dane County will build off of its own successful efforts at improving the criminal
144 justice system and will seek out the best evidence-based practices from around the
145 country.
 - 146 13. Dane County will identify and encourage the implementation of immediate actions
147 that can be taken as well as long-term solutions.
 - 148 14. Dane County shall have a safe and secure environment for those incarcerated
149

150 NOW BE IT RESOLVED, to address the challenges outlined above, recognize the value of
151 public participation, and respect the community response, the Dane County Board will engage
152 the public to identify next steps by establishing three work groups of the Public Protection and
153 Judiciary Committee. These workgroups shall produce the following:

- 154 1) A prioritized list of recommended changes based on previous consultants'
155 recommendations and from successful models implemented elsewhere;

- 2) Measurable outcomes/benchmarks and parties responsible for high priority recommendations; and
- 3) Tangible implementation steps, benchmarks and timelines for high priority recommendations.

The work of these three groups will not only inform the county's budget process, but also provide information that will be valuable as the county seeks funding via grant opportunities.

BE IT FURTHER RESOLVED, that the Dane County Board of Supervisors establish a **Mental Health, Solitary Confinement and Incarceration Work Group** to advise the Public Protection and Judiciary Committee, with up to eleven (11) members appointed by the Chair of the committee, in consultation with other members of the Board, with the Department of Human Services assistance in securing facilitators for the workgroup, and additional support from members of the Sheriff's Office and the Courts, to investigate the possibility of establishing the following:

1(a). A mental health toolkit or mental health court to support Dane County's Circuit Court judges. This includes but is not limited to: determining what charges/offenses to be considered; screening tools or assessment to determine placement; options of treatments/services need to be available (especially for individuals without health insurance); and whether it should be a stand-alone court or toolkit integrated into all criminal courtrooms.

1(b). One or more stand-alone community-based facilities, potentially based on a crisis intervention or restoration center model, that serves individuals with: 1) mental health needs and who are not incarcerated by the Sheriff, 2) mental health needs and who are in police custody and need an alternative to jail placement, and 3) mental health needs and who are in the Sheriff's custody. Recommendations should reflect existing mental health and substance abuse diversion resources and needs in Dane County as well as identified gaps in our community-based mental health and substance abuse services systems. As part of a potential facility, investigate a mental health crisis intervention field team that can be available to all Dane County law enforcement, fire, and emergency entities, 24 hours a day.

1(c). Eliminating or greatly reducing the use of solitary confinement. This includes but is not limited to: policy and practice changes recommended by workgroups, particularly

188 around addressing racial disparities in solitary confinement; creating mental health,
189 medical, special needs or other space options that provide for those incarcerated with
190 medical and mental health needs; and creating strategies to eliminate de factor solitary
191 confinement conditions when there are low numbers of incarcerated youth. Additionally,
192 this shall include investigating the impact of solitary confinement in any form on
193 incarcerated people, and particularly people with mental illness or people of color,
194 whether it is used due to space needs or as a tool for changing behavior. This includes
195 but is not limited to: the long-term outcome of solitary confinement in behavior
196 management; the effects of solitary confinement on recidivism; alternative tools to
197 solitary confinement to address various situations that keep the safety of the
198 incarcerated people, deputy and larger jail community in mind.
199

200 BE IT FURTHER RESOLVED that the Dane County Board of Supervisors establish a second
201 work group, the **Length of Stay Work Group**, to advise the Public Protection and Judiciary
202 Committee to address approaches to reduce the number of people in jail and racial disparities
203 among people in jail, with up to eleven (11) members appointed by the Chair of the committee,
204 in consultation with other members of the Board, and with the Department of Human Services
205 assistance in securing facilitators for the workgroup to investigate the possibility of the following:

206 2. Initiatives that decrease the average length of stay post-booking for those
207 incarcerated in Dane County Jail, with the goal of diverting people from incarceration.
208 This includes but is not limited to: weekend arraignment court, signature bonds,
209 deferred prosecution, full-scale pre-trial services program, policies relating to probation
210 and parole holds, alternative to bail programs, expanding the current Bail Monitoring
211 Program, and expanding home detention (electronic monitoring) as allowed by state
212 statute to people who do not qualify for other pre-trial jail diversion programs.
213

214 Additionally, the work group shall recommend changes in policies and procedures to
215 reduce racial disparities in participation in bail monitoring, home detention, and
216 work/study release (Huber) programs. The work group shall also investigate what can
217 be done to expedite the release of people alleged to have violated state Department of
218 Corrections community supervision (probation, extended supervision, parole). All
219 recommendations will focus on improving racial equity and equitable access for those
220 unable to pay fees.

221

222

223 BE IT FURTHER RESOLVED that the Dane County Board of Supervisors establish a third work
224 group, the **Alternatives to Arrest and Incarceration Work Group**, to advise the Public
225 Protection and Judiciary Committee to address alternatives to arrest and incarceration, prior to
226 being booked, with up to eleven (11) members appointed by the Chair of the committee, in
227 consultation with other members of the Board, and the Department of Human Services
228 assistance in securing facilitators for the workgroup to investigate the possibility of establishing
229 the following:

230 3. Diverting incarcerated people from incarceration by seeking options outside of the
231 traditional justice system. Recommendations should be based on a review of existing
232 diversion policies, prior recommendations, and current resources, particularly for African-
233 American and community-of-color led services. Areas for review include but are not
234 limited to: community restorative courts, restorative justice practices, allowing for a
235 continuum of services for individuals needing more or less support; creating Day
236 Reporting Centers as part of these facilities; prioritizing diversion of youthful offenders;
237 creating restorative justice programs for all individuals charged with non-felony crimes or
238 who would otherwise qualify for minimum-security placement or work-study release, and
239 co-locating alternatives to incarceration programs within one or more “one-stop
240 shopping” facilities. There also must be an investigation of what policies could be
241 implemented to encourage police and law enforcement to send and/or refer people
242 directly to services and programs instead of committing people into jail, whether referring
243 people to services reduces recidivism more than jail, and what services, especially
244 African-American and community-of-color led services, already exist (or could be
245 created given a critical mass of future referrals) that could be housed in such facilities.
246 This investigation shall include options for both adults and juveniles.

247

248 BE IT FURTHER RESOLVED that all of the above investigations shall prioritize needs of
249 communities of color, especially African Americans, and people with mental illness due to their
250 large disproportionate numbers in the criminal justice system. This includes increasing racial

equity in access and participation as well as reducing racial disparities in services and programs outlined in this resolution.

BE IT FURTHER RESOLVED that each work group shall include community members, explicitly including communities of color, particularly the African-American community, people with mental illness and people who have been impacted by incarceration.

BE IT FURTHER RESOLVED that the chair of the Public Protection and Judiciary Committee shall be an ex-officio member of each of the three work groups and may meet and deliberate in their meetings, and may make motions, but may not vote while acting as an ex-officio member. However, the chair of the Public Protection and Judiciary Committee may be counted as a member present for the purposes of reaching a quorum.

BE IT FURTHER RESOLVED that each work group shall include in its recommendations methods for improving baseline statistical information and evaluation of any system change by developing better, more precise and detailed data as to the jail population, which shall:

- 1) Include the race and ethnicity of people involved in Dane County's criminal justice system, and to the extent possible aggregate health information, including mental illness;
- 2) Recognizing that County data must be created and collected, improve integration with state data systems, including a data dashboard with customizable reports;
- 3) Increase capacity for statistical analysis; and
- 4) Make easily available to the public any data used to produce statistics or analysis that inform decisions in Dane County's criminal justice system.

BE IT FURTHER RESOLVED that any funding needed to further study these issues beyond the work groups shall come from the \$8 million in capital funding designated in the 2013 budget to investigate jail space needs, to the extent that the study addressed capital issues. Additionally, any outside request for proposals or studies shall be awarded to entities that have a demonstrated history of understanding the impact of race discrimination, as well as race and

poverty combined, in Wisconsin and the United States on an individual's mental and physical well being.

BE IT FURTHER RESOLVED each of the work groups shall make recommendations for tangible next steps to the Public Protection and Judiciary Committee and to the Criminal Justice Council by September 30, 2015, and shall then be dissolved. Members of the committee are requested to be available for consultation during the 2016 budget process. These recommendations shall be the foundation of 2016, 2017 and future operating budget proposals to improve services and programs in the criminal justice system and in the community, especially the African American community.

1) Improve services and programs in the criminal justice system and in the community, especially the African American community and people with mental illness;

2) Reduce incarceration;

3) Reduce racial disparities in Dane County's criminal justice system; and

4) Divert people with mental health needs.

BE IT FURTHER RESOLVED each of the work groups shall make recommendations to the extent possible that reduce the local tax burden and increase resources by systematically using available state and federal funding sources including:

1) Estimating how referrals directly to Medicaid certified providers for Medicaid recipients could save County dollars;

2) Estimating how FoodShare Employment and Training dollars could be used to expand Drug Court and other diversion programs;

3) Developing strategies to ensure that people flowing through the jail and the criminal justice system have the opportunity to get assistance to help apply for BadgerCare, FoodShare and other programs as necessary.

BE IT FURTHER RESOLVED that the Dane County Board of Supervisors authorizes per diem payments for non-supervisor and non-staff members of the work group on the same basis and under the same policies as other Dane County bodies that receive per diems and mileage.

310

311 BE IT FURTHER RESOLVED that the Dane County Board of Supervisors directs the Public
312 Protection and Judiciary Committee and requests the Criminal Justice Council's Racial
313 Disparities Subcommittee to review work group recommendations, as well as review and report
314 on progress to date, in January and July, 2016.

315 BE IT FURTHER RESOLVED, that in creating recommendations, the work groups as well as
316 consultants selected shall consider that in passing this resolution the County Board is
317 unequivocally stating its support for eliminating racial disparities, reducing incarceration,
318 reducing the number of jail beds, as well as its opposition to the construction a new standalone
319 jail.

320

321 BE IT FURTHER RESOLVED, the County Board supports addressing the immediate health and
322 safety issues in the jail, eliminating or reducing solitary confinement, and compliance with the
323 Prison Rape Elimination Act (PREA). Additionally, the County Board is committed to addressing
324 mental health issues outside the jail to the degree practical and within the jail in the least
325 restrictive environment.

326

327 BE IT FURTHER RESOLVED, the County Board will provide the Sheriff's Office access to funds
328 to develop solutions which address the immediate health and safety concerns of the current jail
329 facilities in the City-County Building.

330

331 BE IT FURTHER RESOLVED the Sheriff's office in consultation with Department of
332 Administration shall issue a request for proposals for the following scope of work:

- 333 1. **Emergency and Life Safety Issues.** The consultant shall identify emergency and life
334 safety issues in the City-County Building Jail and shall provide recommendations and a
335 work plan to address the identified issues.
- 336 a. The recommendations and work plan shall include the costs and the anticipated
337 longevity of any repairs, staffing and procedural options for life safety mitigations,
338 and whether incarcerated people will need to be temporarily moved out of areas

of the City-County Building Jail in order to effectuate needed repairs and, if so, options for housing incarcerated people.

- b. Emergency and life safety recommendations shall include: operational layout, structure and design, plumbing, HVAC, the entire locking system, door hardware and controls, voice communication systems, video surveillance technology, detention barriers, and other security systems consistent with industry standards and current code compliance.

2. **Reducing incarceration and integrating workgroup recommendations.** Within 90 days of receiving reports of the workgroups, the consultant shall provide recommendations that incorporate predicted jail population reductions due to implementing plans to eliminate racial disparity, and to ensure compliance with the PREA as well as to eliminate or reduce solitary confinement.

- a. **Integrate workgroup recommendation to reduce incarceration and racial disparities.** The consultant shall provide recommendations that incorporate predicted jail population reductions due to implementing plans to significantly reduce or eliminate racial disparities, divert people with mental health needs, and increase diversions and alternatives and community-based treatment.
- b. **Prison Rape Elimination Act.** The consultant shall recommend immediate solutions to bring all jail facilities into compliance with all Prison Rape Elimination Act (PREA) standards
- c. **Solitary Confinement.** The consultant shall develop up to two options to eliminate or greatly reduce the use of solitary confinement.
- d. These recommendations shall provide discrete alternatives that address renovating the City-County Building Jail and the PSB Jail to meet current jail standards, applicable codes as well as health and safety needs. Options should decrease the number of beds at Dane County jail facilities commensurate with estimated reductions in the jail population.

3. **Format and components of recommendations.** Recognizing that the solutions recommended in #2 may need to be addressed independently, the consultant shall include a plan allowing for independently or sequentially addressing issues. The consultant shall include strategies (i.e., physical plant and operational) to optimize

372 programmatic, treatment, and behavior management resources. As part of #2 solutions, the
373 consultant shall address the following:

- 374 a. Incorporation of workgroup recommendations for reductions in jail population due
375 to implementing recommendations that eliminate racial disparities;
- 376 b. Compliance with the Prison Rape Elimination Act (PREA) and current applicable
377 state and federal regulations;
- 378 c. Appropriate and effective housing for the care and custody of incarcerated
379 people, including; (Such housing is not to increase the functional capacity of the
380 jail, but rather ensure quality of care.)
 - 381 i. Develop medical and mental health housing;
 - 382 ii. Reduce the use of solitary confinement, by creating specialized beds
383 such as mental health or medical beds/cells or restrictive housing beds
384 that incorporate the recommendations of the workgroup;
 - 385 iii. Provide options for supportive jail based treatments and interventions;
386 and
 - 387 iv. Incorporate programmatic space for incarcerated people use;
- 388 d. Best practices and modern standards for the safety and well-being of jail staff;

389
390 The consultant shall deliver information on #1 by December 31, 2015, and the remainder within
391 90 days of the workgroup's final recommendations. The consultant will provide operational and
392 space recommendations, an incarcerated people disaggregation plan, macro staffing
393 deployments and redeployments, operating costs recommendations and preliminary drawings
394 representing these recommendations, a written report of the reasoning for recommendations,
395 and associated opinion of probable costs.

396
397 The consultant shall deliver, by December 31, 2015, operational and space recommendations,
398 an incarcerated people disaggregation plan, macro staffing deployments and redeployments,
399 operating costs recommendations and preliminary drawings representing these
400 recommendations, a written report of the reasoning for recommendations, and associated
401 opinion of probable project costs of a phased project both in terms of probable repair,
402 renovation and construction costs.

405 BE IT FINALLY RESOLVED that, except for the allocation for the consultant described above,
406 no further use of the eight million dollars set aside will be considered without both the outcomes
407 of the above work group recommendations presented and the approval of the Dane County
408 Board of Supervisors, except to address imminent life and safety issues in the current facilities.