



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

**COUNTY AGENCY**

Sheriff's Office

**RFP NUMBER**

**115104**

**RFP TITLE**

### **Inmate Commissary and Inmate Banking & Trust Services**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for inmate commissary and inmate banking & trust services.

**DEADLINE FOR  
RFP SUBMISSIONS**

2:00 P.M. Central Time

**April 6, 2016**

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**

Thursday, March 10, 2016 at 9:00 a.m.  
Public Safety Building Conference Room  
115 W. Doty St., Madison, WI 53703  
Registration forms for the vendor conference are due  
March 2, 2016 by 4:00 p.m.

**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 ( 5 ) 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**

<b>NAME</b>	Carolyn Ninedorf
<b>TITLE</b>	Purchasing Agent
<b>PHONE #</b>	608-266-4966
<b>FAX #</b>	608/266-4425
<b>EMAIL</b>	Ninedorf.Carolyn@countyofdane.com
<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>

**DATE RFP ISSUED: February 21, 2016**

RFP BLANK REVISED 5/13

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Inmate Commissary and Inmate Banking & Trust Services. The COUNTY, as represented by the Sheriff's Office, is particularly interested in proposals that facilitate ordering and processing commissary services that use technology to minimize staff involvement and provide robust inmate banking and trust services. The COUNTY intends to use the results of this process to award one contract for these services.

The contract resulting from this RFP will be administered by the Dane County Sheriff's Office. The contract administrator will be the Dane County Sheriff's Office Security Services Captain or his or her designee.

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 City-County Building Jail (CCB), located at 210 Martin Luther King Jr. Blvd., Madison, is a linear style jail which was first built in the 1950s with two floors on the east side of the building. In 1985, the jail was expanded to occupy the west wing of the 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 a linear facility having cell blocks made up of individual cells surrounding a day room or common area. Each cell block typically houses four or eight inmates.

In 1994 the Public Safety Building (PSB), located at 115 W. Doty St., Madison, opened with 464 beds. The PSB is designated as a medium/minimum security facility and uses the direct supervision model in the inmate housing units. There are 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 and/or inmates who need to be classified before being housed elsewhere in the jail.

The third and fourth floor dormitory style housing units in the PSB

consist of one large open room with no individual cells. The largest housing units house up to 50 inmates. There are also split housing units which house up to 24 inmates on one side and 28 on the other.

The William H. Ferris Center, (FC), located at 2120 Rimrock Rd., Madison, is our work release facility. It was constructed in 1983 as a minimum security facility housing sentenced inmates with work release privileges. In 1992, a second floor was added to the Ferris Center. 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. It was closed again in 2011 and remains closed today.

Each floor of the FC consists of three wings which are managed through indirect supervision. The inmate areas on each floor consist of three wings. Each wing has a dayroom or common area. There are a total of 24 dormitory style rooms on each floor. 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 rooms. Each dorm can house up to six inmates. The deputies are stationed in the common lobby area of the facility. Double bunking brings the capacity of each floor up to 144 beds.

## 1.2 Scope of the Project

1.2.1 The contract shall cover all inmate commissary, banking and trust account services for the Dane County Sheriff's Office Security Services Division. This includes the following jail sites:

- City-County Building, 210 Martin Luther King Jr., Blvd., Madison, WI;
- Public Safety Building Jail, 115 W. Doty St., Madison, WI;
- William H. Ferris Center, 2120 Rimrock Rd., Madison, WI;

and any other jail/treatment facility that may be built and occupied under the control of the Sheriff's Office within the length of this contract.

**Commissary Services** shall include the operation of a commissary service by the CONTRACTOR to indirectly manually sell to inmates specified food, snacks, beverages, and personal items, and deliver them to each inmate in the housing units.

## 1.2.2 Objectives

The COUNTY wishes to identify commissary services that provide greater efficiencies for day to day operations. In particular, the COUNTY is interested in proposals that feature the use of technology to facilitate ordering and processing of

inmate commissary. At a minimum the following are required:

- Vendor Commissary software interface with Spillman Software
- CONTRACTOR software interface with our inmate telephone provider
- On-line or web based tracking commissary services of item sales, invoices, and revenue
- Ability to query commissary services weekly, monthly, yearly sales, invoices, and revenue.
- Lobby kiosk which allows family members to deposit funds onto an inmate's account
- Booking/intake kiosk
- Inmate banking and trust accounting services with robust reporting capabilities

#### 1.2.3 Needs

The ability to offer a wide variety of products depending on inmate needs for commissary and the ability to modify the product lines at the request of the Sheriff's Office. With the new contract, it is the intent of the Sheriff's Office to acquire the commissary services exclusively from a single CONTRACTOR. Food service for inmates of the Dane County Jail is currently provided by the COUNTY and is not part of this proposal and should not be included in the response

Expandability. The services provided under this RFP shall be expandable to service any new facility construction and/or expansion.

#### 1.2.4 Current Operations

The COUNTY currently contracts with Stellar Services of Stoughton, Wisconsin for commissary services.

In 2015, the average daily under roof population for all three facilities was 757. Commissary services are provided from the vendor's off-site warehouse. Ordering is done via telephone on Sunday evenings. The delivery schedule is as follows:

<b>Commissary Delivery Schedule</b>	
Tuesday	CCB, PSB & FC deliveries
Wednesday	Re-delivery to all buildings for inmates that were not available during regular delivery (Attorney visit, court, work-release, etc.)
Credits	Credits shall be issued after two

	attempts are made to deliver to the inmate (normal delivery and re-delivery attempts). If the inmate is not available, a credit shall be issued to the inmate the following Monday after two failed attempts to deliver.
Holiday Delivery	If Thanksgiving, Christmas, or New Year's Day fall on a delivery day, the CONTRACTOR shall give the inmates 3 weeks notice of the schedule change. Schedule changes shall fall within the same week as the holiday.
Emergent Changes	The COUNTY shall be given a minimum of 24 hours notice of emergent changes to the delivery schedule.

### 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](http://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](http://www.danepurchasing.com) . There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>DATE</b>	<b>EVENT</b>
February 19, 2016	Date of issue of the RFP
March 10, 2016	Mandatory Vendor Conference
March 18, 2016	Last day for submitting written inquiries (2:00 p.m. Central Time)
March 24, 2016	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
April 6, 2016	Proposals due from vendors
May 2016	Oral presentation and/or demonstrations by invited vendors
June 2016	Notification of intent to award sent to CONTRACTOR
July 1, 2016	Contract start date

#### 1.7 Vendor Conference

A Vendor Conference will be conducted by the COUNTY to provide an opportunity for all interested companies to ask questions, receive clarification and additional documentation providing statistical information, and to tour our facilities.

Participation in the conference is mandatory for any vendor intending to



submit a proposal in response to this RFP. Failure to attend the Vendor Conference will result in the proposal being 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 Form](#)” (See [Attached](#)) to include the names and titles of any representative(s) potentially participating. For the conference and tours, each participant must have a valid driver’s license or other officially-issued photo identification. At least one representative from the company electing to consider bidding but not more than three individuals may participate for a single vendor. Any additional participants must receive the advance approval of COUNTY.

**Date: March 10, 2016**

**Time: 9:00 a.m.**

**Location: Public Safety Building, 115 W. Doty St. Room 2002,  
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 three (3) year(s) from that date, with an option by mutual agreement of the COUNTY and CONTRACTOR, to renew for two (2) additional one-year (1) periods.

#### 1.9 Reasonable Accommodations

The COUNTY will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or Wisconsin Relay (711).

### 2.0 PREPARING AND SUBMITTING A PROPOSAL

#### 2.1 General Instructions

The selected CONTRACTOR will be required to assume full responsibility for all services and activities offered in the proposal. Further, the COUNTY will consider the selected CONTRACTOR to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

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](http://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 – Commissary Services (See Section 5 of this RFP)
- Response to technical requirements – Inmate Banking and Trust Services (See Section 6 of this RFP)
- Response to technical requirements – Accounting and Payment Requirements (See Section 7 of this RFP)
- Response to Technological Requirements (See Section 8 of this RFP)
- Cost proposal (See Section 9 of this RFP)
- Required forms (See Section 11 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.

## 2.10 Demonstrations

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

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

## 3.0 PROPOSAL SELECTION AND AWARD PROCESS

### 3.1 Preliminary Evaluation

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

### 3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. 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	20
a.	Organization Capabilities and Staff Qualifications (Sections 4.2 & 4.3)	20
2.	Technical Requirements	60
a.	Response to Commissary Requirements (Section 5)	30
b.	Response to Inmate Banking & Trust Services (Section 6)	30
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 the firm's interest in providing commissary and inmate banking and trust account management services to the Dane County Sheriff's Office.

### 4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing inmate commissary and inmate banking and trust accounting services. Be specific and identify locations, dates, services provided and results.

### 4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

A security clearance will be required for any employee needing access into the Dane County Sheriff's Office, the Jails or the Huber Facility. All personnel that will be onsite will be required to complete a release form for this purpose. The signed release must be provided two weeks prior to commencement of any activity, and during the contract prior to any new employees being hired to do work at the aforementioned facilities. All employees will have uniforms and/or proper visible identification while working inside and outside of county buildings.

The CONTRACTOR shall assume full responsibility for the actions of personnel assigned and granted access to the Dane County Sheriff's Office, the Jails or the Huber Facility.

### 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.

## 5.0 Technical Requirements - Commissary Services

### 5.1 Overview of Inmate Commissary Services

The Dane County Sheriff's Office is requesting proposals to provide inmate commissary. The services provided under this RFP shall be expandable to service any new facility construction and/or expansion. **Provide a narrative regarding how the CONTRACTOR will comply with each of the following requirements. At the end of the CONTRACTOR's response to this section, CONTRACTOR should include narrative about any other relevant commissary offerings that the COUNTY may wish to consider.**

- 5.1.1 The Sheriff's Office wishes to limit staff involvement in commissary services to including handing out, collecting, and processing commissary order forms. The PROPOSER should identify a range of options for commissary ordering such as the use of kiosks, tablets, or telephonic ordering. All costs associated with the implementation of associated technology are the responsibility of the provider.
- 5.1.2 The Inmate Commissary Software must have the ability to receive information from the existing Records Management System, (Spillman Technologies), using an interface that must comply with GJXDM (Global Justice XML Data Model ) and the new NIEM (National Information Exchange Model ) standards for data exchanges. The CONTRACTOR is responsible for all costs associated with such interface. In addition, any necessary changes to the interface due to upgrades to the RMS are the responsibility of the CONTRACTOR.
- 5.1.3 The CONTRACTOR should have the ability to restrict access to commissary based on facility security and medical concerns.
- 5.1.4 The CONTRACTOR shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, County, State and Federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, and beverages.

### 5.2 Product Specifications

- 5.2.1 The list of products which shall be offered by the CONTRACTOR for inmates on an "order basis" from the commissary service includes a minimum of the selections from Appendices 2 & 3, Dane County Menu as agreed upon between the CONTRACTOR and Sheriff's Office. Products shall include, but are not limited to:
  - Candy, Nuts, Cookies

- Toilet Articles
- Miscellaneous Items-Commissary Service
- Laundry debit cards
- Over the Counter Medications
- Beverages, individual packs
- Stamps (Limit of 10 Stamps)
- Clothing Items
- Food/Pastry Items
- Snack and food Items for inmates with diet restrictions

**Include a product list with pricing with the proposal response to this section.**

5.2.2 The CONTRACTOR shall take under advisement the Sheriff's Office's wishes regarding such considerations as brand preference, design and container material specifications of all items, use of state products, and use of local vendors where the resulting costs do not significantly jeopardize the fixed guaranty and commissions of this contract.

5.2.3 The CONTRACTOR shall comply with the portions and prices specified in this contract and those additions/deletions arrived at by mutual agreement of the Sheriff's Office and CONTRACTOR at the start of this contract. The item-portion and price schedule included in these specifications shall also serve as a price and portion guide for other items not specifically included. **No price changes are allowed during the first year of the contract.** Thereafter, price changes may be submitted to the Sheriff's Office for consideration July and January. All requests will be considered within 10 business days. The County reserves the right of final approval on all items, offering and prices. Approved changes will be implemented after providing two weeks notification to the inmate population.

5.2.4 The Sheriff's Office maintains a contract with Inmate Calling Solutions for inmate telephone services. The CONTRACTOR agrees to provide phone minutes for sale, to, and for use by inmates through commissary. The CONTRACTOR is responsible for coordinating this service with Inmate Calling Solutions. Any costs associated with this are the responsibility of the CONTRACTOR.

Contact for Inmate Calling Solutions is: Jan Roth, Senior Regional Account Manager (314) 264-2979, e-mail [jroth@icsolutions.com](mailto:jroth@icsolutions.com)

5.2.5 The COUNTY expects fair and competitive pricing for inmates with an allowance for a reasonable commission to the COUNTY. One marker for competitive pricing is retail prices of similar items at retail outlets in Dane County.



## 5.3 Operations

- 5.3.1 The CONTRACTOR shall provide a commissary service for inmates on an as needed pre-order basis once per week on a delivery schedule acceptable to both parties. The COUNTY prefers to keep the schedule as outlined in 1.2.4. Such forms or automated order interface shall show the items available, their current price, and indicate that sales tax is included in the price.

The COUNTY will not consider scanned forms as a viable option for commissary ordering. At a minimum, the CONTRACTOR shall work with the Sheriff's Office inmate telephone provider to interface with their call processing equipment to facilitate commissary ordering, though other technological solutions, such as kiosks or tablets are preferred. Propose options and resultant commission rates for each alternative. In addition specify the firms willingness to contribute to necessary capital improvements to support the different alternatives.

Any option should support commissary ordering, grievance workflows, medical/dental appointments, inmate handbook, orientation video, PREA and jail information tab at no additional cost to the COUNTY.

All sales shall be made via inmate phone ordering, kiosks, or tablets using an automated order user interface provided by the CONTRACTOR.

Should phone ordering be the proposed method, the CONTRACTOR shall work with the Sheriff's Office telephone provider, ICSolutions. The commissary ordering system must be completely integrated with the trust accounting system, requiring no additional data entry for ordering or billing in the trust accounting system. The commissary ordering system must allow inmate's to identify products for purchase and hear their current trust account balance. Completed commissary orders must not be billed to inmate accounts until the inmate's housing unit is processed as an entire batch. Any inmate restrictions existing at the time the housing unit batch is processed should be enforced.

The Contact for ICSolutions is Jan Roth, Senior Regional Account Manager. He can be reached at (314) 264-2979 e-mail: [jroth@icsolutions.com](mailto:jroth@icsolutions.com)

- 5.3.2 CONTRACTOR's employees shall deliver product directly to the inmate on-site at his/her housing unit. For identification

purposes, the CONTRACTOR's employees shall check the inmate's identification bracelet prior to delivering the commissary to ensure the commissary is delivered to the correct inmate. The CONTRACTOR shall assure that at least one delivery employee will be able to communicate effectively in English to resolve questions and issues with the inmate at the time of delivery. Service schedule revisions to accommodate security requirements, holiday periods and unique Sheriff's Office needs shall be determined by the Sheriff's Office.

- 5.3.3 The CONTRACTOR shall maintain on its own, off-site premise, a large selection of items to be made available through the Sheriff's Office Commissary Program. The CONTRACTOR shall furnish all food, beverages, supplies and equipment herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation of the commissary services included in this contract, subsequent extension and amendments.

Purchase and payment for inventory and stock is the sole responsibility of the CONTRACTOR.

The COUNTY reserves the right to inspect the warehouse at the Sheriff's Office discretion.

- 5.3.4 The CONTRACTOR shall maintain an adequate inventory of items specified for this service to fill each inmate's order on the day required. It is acceptable to deliver orders on the day following the placement of the order. "Short" or "Back" orders are not permitted. Substitution, deletions, or additions of products or portions specified shall have prior approval of the Sheriff's Office.

- 5.3.5 The Sheriff's Office shall work closely with the CONTRACTOR to maintain a variety of items and brands that meet inmate needs and have a high turnover rate. Slow moving items may be removed from the required list by mutual agreement of the Sheriff's Office and CONTRACTOR, with the exception of those items determined to be necessary by medical providers and jail administrators for the health and hygiene of inmates. Consistency in the items and brands sold is a priority, as is the desire to maintain variety.

The COUNTY shall approve all items made available within the Dane County Jail System.

- 5.3.6 Product, containers and packaging shall not have metal, glass or powder as part of their content. Product must conform to all precautions for safety and security in a correctional facility, as

determined by the Sheriff's Office. All product, containers and packaging must be pre-approved by the Sheriff's Office before the product is made available to inmates.

- 5.3.7 The CONTRACTOR shall process and bag the orders at their facility and deliver the product directly to inmates in the housing units. CONTRACTOR shall include a copy of the order form for the inmate. Inmates shall sign for items at time of delivery. Sheriff's Office staff will not accept or sign for commissary orders on behalf of inmates. Orders are to be delivered in paper or plastic bags. CONTRACTOR shall retrieve all plastic bags from inmates.
- 5.3.8 Disputes shall be between the CONTRACTOR and the purchaser. It will be the responsibility of the CONTRACTOR to provide refunds or deliver the product(s) ordered. No partial credits of product will be processed by the Sheriff's Office. CONTRACTOR is responsible for settling accounts with inmate directly if inmate is released from jail prior to delivery of order. The CONTRACTOR shall be responsible for handling inmate grievances relating to commissary services and shall prepare a written response to the inmate and deliver it to the Sheriff's Office within 5 business days.
- 5.3.9 Any profit or loss from the commissary service after direct costs, CONTRACTOR's management and administrative fees, and commission or guarantee payments shall remain with the CONTRACTOR.
- 5.3.10 During and after the term of this Agreement, including any renewal period (s), CONTRACTOR shall recognize and protect the confidentiality of all information and shall not disclose information to ANY party other than to the COUNTY, except by written consent of the COUNTY. Names and information are not to be turned over to any party under any circumstance even in the pursuit of collecting or retrieving bad debt.

#### 5.4 Personnel, Employment Practices, and Staffing

In performance of the work, duties and obligations assumed by the CONTRACTOR, it is mutually understood and agreed that the CONTRACTOR, including any and all of the CONTRACTOR's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the COUNTY.

- 5.4.1 CONTRACTOR shall at all times maintain on duty for the Sheriff's Office an adequate staff of employees for efficient operation. The CONTRACTOR shall provide expert administrative, purchasing, equipment, consulting and personnel

supervision.

The CONTRACTOR shall have adequate staffing to support inmate trust accounting software issues that arises within four hours, 24/7, 365. In the event an escalation of the issue is needed, advance technical staff must be available within eight (8) hours.

5.4.2 The CONTRACTOR shall provide management staff, made known to the Sheriff's Office by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the Sheriff's Office on current and future food service programs, and to act with full authority on the CONTRACTOR's behalf in any and all matters pertaining to the specifications of this contract.

5.4.3 Employees on the CONTRACTOR's payroll shall be the CONTRACTOR's responsibility. The CONTRACTOR shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. All employees of the CONTRACTOR at the Sheriff's Office who handle cash shall be bonded. A list of these employees shall be furnished to the Sheriff's Office. This list shall be reviewed and approved in writing at any time during the year by the Sheriff's Office.

Personnel of the CONTRACTOR shall observe all regulations of the Sheriff's Office. Failure to do so may be grounds for revocation of Jail Access.

5.4.4 The CONTRACTOR's management, repair service, and commissary service employees assigned to the Sheriff's Office, on both regular and relief schedules, shall be selected with prior approval of the Sheriff's Office. **The CONTRACTOR, at all times, shall maintain a minimum of four (4) employees on payroll, authorized by the Security Services Division to service the Sheriff's Office.** The CONTRACTOR shall provide the Sheriff's Office with a list of approved employees prior to the start of the contract and as frequently thereafter as necessary to keep the listing current.

5.4.5 **Prior to any physical entry into the Jail, all CONTRACTOR's employees shall receive a written clearance to do so from the Sheriff's Office, based upon a successful security background check.** Each CONTRACTOR employee cleared for work in the Jail shall be issued a personal identification card by the Sheriff's Office which must be presented for entry and worn at all times during their shift in the Jail area. The Sheriff, or his designee may deny access to the Jail system, to any provider employee or potential employee.

- 5.4.6 The CONTRACTOR's employees assigned to the Sheriff's Office for any period of time shall be required to participate in training classes conducted by the Sheriff's Office to familiarize the employee with such things as security precautions. Training shall occur prior to admission to the jail. The CONTRACTOR shall be responsible for employee wages, if any, for these training sessions.
- 5.4.7 The CONTRACTOR's employee shall be in uniforms which are easily identifiable, best suited for the job function intended, and identify the employee by name. Such uniforms are the responsibility of the CONTRACTOR. Exceptions shall be determined by mutual agreement of the Sheriff's Office and CONTRACTOR.
- 5.4.8 The CONTRACTOR shall not be granted vehicular access to the garage of the City-County Building (CCB) or the Public Safety Building (PSB) at any time. The loading dock at the PSB may be used to unload deliveries to both the PSB and the CCB. Parking is usually available on the surface lot by the loading dock. If CONTRACTOR wishes to park in the surface lot, they must make sure any vehicle does not block ingress/egress to the surface lot for emergency equipment, nor can it block ingress/egress into the building for emergency personnel and/or equipment. The Sheriff's Office does not guarantee parking will always be available on the surface lot. CONTRACTOR shall make arrangements for alternate parking as necessary.
- 5.4.9 The Sheriff's Office may prosecute the CONTRACTOR or its individual employees for acts of property damage, bringing in or passing of contraband material, verbal breach of security, theft, and fraudulent acts.

## 6.0 Technological Requirements - Inmate Banking and Trust Account Services

### 6.1 Overview

The CONTRACTOR shall provide a secure software solution that interfaces with the jail's records management system for the purpose of providing an array of services to facilitate commissary and meet the jails needs relating to inmate trust accounts and banking. Such software shall have the ability to keep accurate and complete records of all commissary activity and balances of inmate accounts.

**Provide a narrative regarding how the CONTRACTOR will comply with each of the following requirements. At the end of the CONTRACTOR's response to this section, CONTRACTOR should include narrative about any other relevant inmate banking and trust accounting offerings that the COUNTY may wish to consider.**

## 6.2 Software attributes

The CONTRACTOR shall provide all software for a computerized Inmates Account System to keep accurate and complete records of all commissary activity and balances of individual inmate accounts. This system must be approved by the COUNTY and provided complete access to authorized COUNTY staff. The system shall have multi-terminal with multi-user and function capability and shall allow a jail staff person to create/open an inmate account by using the inmate identification number at the time of booking, and then to enter into the computer system the amount of money in the inmate's possession at that time.

For the term of the contract, the CONTRACTOR shall agree, at no cost to the COUNTY, to customize the Trust Accounting System to meet the COUNTY's current and future accounting needs. All travel expenses for onsite visits which may be required to fulfill the COUNTY's needs are the responsibility of the CONTRACTOR.

Software features and services should include, but are not limited to:

- 1) Allow identified Sheriff's Office personnel to create unlimited users with customized security settings without CONTRACTOR assistance.
- 2) Allow user groups to be established that limit access to program features.
- 3) Automatically deduct a defined portion of incoming inmate deposits to satisfy inmate debts.
- 4) Allow authorized users to create new inmate debts.
- 5) Allow authorized users to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system should refund all monies collected if the debt is voided. This must be accomplished *without* CONTRACTOR assistance.
- 6) Allow authorized users to write-off debts or portions of debts.
- 7) Allow predefined transaction amounts and comments to be entered for recurring transactions.
- 8) Allow the creation of new inmate scheduled payments with payment frequencies including daily, weekly, and monthly.
- 9) Allow releases of inmate funds by cash, check or debit card.
- 10) Allow multiple methods of releasing inmate funds (i.e. a portion in cash, remainder in check form debit card).
- 11) Allow group releases of inmates being transferred between facilities with a single check.
- 12) Allow searching for inmates by inmate ID or last name.
- 13) Allow printing of checks directly from system with signatures printed on the check.
- 14) Allow automatic printing of receipts after transaction entry without additional confirmations.
- 15) Allow receipt printing on standard printers to be specified other

- than using default printer.
- 16) Allow receipt printing on standard laser printers with 3-part perforated paper, 3 receipts per page and on 80MM thermal printers.
  - 17) Allow station specific printers to be specified other than using default printer.
  - 18) Allow export of reports to PDF, RTF, or Microsoft Excel. Exported reports should optionally disable page headers and footers for better integration with Microsoft Excel.
  - 19) Allow import of bank statements for automated monthly reconciliation.
  - 20) Automatically create ACH entries for release debit card withdrawals.
  - 21) Support Positive Pay export of check information to banks.
  - 22) Provide OMR sheet rejection based on inmate balance, privileges or restrictions.
  - 23) Automatically export inmate information to other systems for web deposits.
  - 24) Automatically import inmate web and phone deposits within 5 minutes with no need for operator intervention.
  - 25) Automatically export inmate information to commissary order by phone system.
  - 26) Directly interface with kiosk equipment designed to accept bills and coins.
  - 27) Allow user-defined indigent tracking based on current balance, days since booking, and deposits over a period, and commissary bills over a period.
  - 28) System must allow transactions to be easily voided while maintaining a verifiable audit trail.
  - 29) System must allow holding of funds which cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.
  - 30) Include predefined reports not limited to:  
 Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund collections, Fund Credits, Payroll, Indigents, Savings, Releases, Bank Deposits, Debt Write-offs, Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.
  - 31) Allow commissary purchase restrictions based on balance, housing locations, product groups, and individual product purchasing patterns.
  - 32) Allow dietary, religious, gender, age, indigent, debt, day-of-week, or behavioral restrictions on commissary purchases.
  - 33) Allow printing commissary menus in English and Spanish directly from system.
  - 34) General ledger accounting capabilities.
  - 35) Multiple bank account tracking .
  - 36) Security features, including password protection and the ability to restrict access based on user need.

- 37) Provide for cash drawer balancing.
- 38) Electronic signature capabilities.
- 39) ACH capabilities from multiple vendors.
- 40) Robust reporting capabilities.**

### 6.3 Booking Kiosks

The CONTRACTOR shall provide cash accepting kiosks for the booking area that accept both bills and coins. These units should not require direct network access.

### 6.4 Release debit cards

The Trust Accounting System must have the capability to directly release an inmates' funds onto a debit card with minimal effort.

The system must have the capability to swipe a debit card at release using vendor provided encrypted magnetic stripe readers and automatically load the debit card with the inmate's balance at release. Redundant data entry including debit card numbers, transaction amounts, or separate login for releases is unacceptable. At no time should unencrypted credit card numbers should be transmitted or stored on the County's network.

The cards should not require additional action by the inmate to activate the card.

The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on withdrawals from the Sheriff's Office bank account required to fund the release debit cards.

The CONTRACTOR is responsible for all costs associated with providing the debit cards and any associated hardware and software for providing this service.

The CONTRACTOR shall not assess a debit card service fee to the inmate for a minimum of 72 hours after the inmate's release.

### 6.5 Lobby Kiosks

The CONTRACTOR must provide bill accepting kiosks for friends and family to place funds on inmate accounts. In addition, the kiosk must also allow payments using credit/debit cards. Vendor must provide proof on PCI compliance certificate. A receipt shall be given for each transaction.

## 7.0 Accounting and Payment Requirements

**Provide a narrative regarding how the firm will comply with each of the following requirements:**



- 7.1 Accounting practices to include the use of the CONTRACTORs technological solution shall be compliant with the guidelines set forth in Generally Accepted Accounting Principles. Audit trail reports should include operator identification, date of all entries, and updates to records. The system shall provide a series of reports as specified by the COUNTY, including: detailed weekly invoices, cash reconciliation, and records of charges to inmates for other services. The system shall provide various levels of security, including password control. These levels will have the capability to be customized by the jail site manager. The CONTRACTOR shall install the system, train COUNTY personnel, provide remote support to maximize utilization and minimal down time of the inmate accounts system at no additional cost to the COUNTY. The vendor shall provide continuing support for the software and hardware throughout the length of the contract. Support is to include updates and enhancements to the software.
- 7.2 The COUNTY and their duly authorized representatives shall have prompt access for the purpose of audit and examination to all of the CONTRACTOR's books, documents, papers, financial transactions, reports and records that pertain to County activities and funds, on an as needed basis.
- 7.3 The CONTRACTOR shall maintain sufficient records to ensure proper determination of funds due to the COUNTY. Records shall be made available to the COUNTY for review upon request. During and after the term of this Agreement, including any renewal period (s), the CONTRACTOR shall recognize and protect the confidentiality of all information and shall not disclose information to ANY party other than to the COUNTY, except by written consent of the COUNTY. Names and information shall not to be turned over to any party under any circumstance.
- 7.4 Commissions for commissary services shall be expressed on the included submittal forms by the CONTRACTORs on net sales (gross sales, less State Tax) on all items as follows:
- A composite percentage for all commissary service net sales and a minimum annual guarantee total commission, whichever is greater.
- 7.5 The CONTRACTOR shall maintain complete and accurate records of all commissary service sales in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statement pertaining to the operations at the Sheriff's Office for a period of eight (8) years from the close of **each year's operation**.
- 7.6 The Sheriff's Office records of receipted sales shall be used as the basis to compute commission payable to the Sheriff's Office or revenue from the commissary service. The COUNTY may review the CONTRACTOR's sales records for the commissary service at any time.

The CONTRACTOR may review the COUNTY's commissary records at any time at a mutually agreed time.

- 7.7 Sales tax collected from customers shall be deducted from gross receipts, before computing the State Sales Tax. Since the prices include sales tax, then the CONTRACTOR must post a sign that says "All Prices Include Sales Tax" and include that information on any printed or electronic menus. (Divide gross receipts by 1.055.) Commissions shall be computed on the resulting net receipts for all commission sales. The CONTRACTOR, on request, shall make available to the Sheriff's Office copies of all sales and other excise tax reports that the CONTRACTOR is required to furnish any government or governmental agency which identify those revenues and resulting taxes generated at the Sheriff's Office.
- 7.8 The Sheriff's Office commissions under this contract are determined in part with the CONTRACTOR's full consideration of applicable state, local, and federal excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes, or change in tax structure increasing CONTRACTOR's tax liability, and affected product sale price is not adjusted, commissions shall be reduced the same amount in dollar terms to compensate the CONTRACTOR for tax increase. In the event of tax decrease, and no gross sales price is affected, the Sheriff's Office shall receive the exact same amount in commission compensation for such decreased tax.
- 7.9 Refunds and tests shall be deducted from gross sales item categories in which refund and tests occurred prior to computation of state and local sales tax and commissions due the Sheriff's Office.
- 7.10 Commissary service commissions shall be paid on or before the 15th day of the period following the last day of the period in which commissions were earned. The payment shall be accompanied with a record of receipted sales and State Sales Tax and commission calculation.
- 7.11 All period commission payments shall be sent to the Dane County Sheriff's Office, Attention Jail Bookkeeper, 115 W. Doty St., Madison, WI, 53703. Copies of period statements and supporting documents shall be sent to the Security Services Captain and the Sheriff's Office Contract Compliance Officer. Commission payments not received by the Sheriff's Office on the 15th day following the last day of the period in which it was earned shall be subject to a minimum interest penalty on the commissions due at the one (1) month LIBOR rate.
- 7.12 The CONTRACTOR shall invoice the Sheriff's Office for commissary service sales weekly. **Sales records provided by the Sheriff's Office shall be the determining basis for each invoice.**

- 7.13 One year from the effective date of this contract, and each full year thereafter during the life of the contract, the CONTRACTOR shall pay the Sheriff's Office that portion of commission due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 15th day of the following accounting period, and recorded as commissions paid in the year the guarantee was due. On expiration or termination of this contract, partial year guarantee minimum commissions due, if any, shall be calculated as that portion of the total number of periods for which service was provided.
- 7.14 The COUNTY recognizes that the successful performance of this contract is dependent on favorable response from the users. The CONTRACTOR shall meet regularly with the Security Services Captain, or their designee, to effect adjustments in operations, and shall cooperate at all times with the Sheriff's Office, and other CONTRACTORS providing services to the Sheriff's Office as requested by the Sheriff's Office, to maintain maximum efficiency and good public relations.

On request of the Sheriff Office, the CONTRACTOR shall meet with the Sheriff's Office and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required service included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

- 7.15 The CONTRACTOR shall advise the Sheriff's Office of the schedule of the CONTRACTOR's audit of records and operations of the Sheriff's Office. The Sheriff's Office shall have the option to participate in the CONTRACTOR's audits and require a full report of these audits, as they pertain to this contract, annually.
- 7.16 Should the CONTRACTOR pay a higher commission to any other jail, prison or house of corrections commissary in the State of Wisconsin, the Dane County Jail shall have its commission rate increased to equal the rate paid to the other account.

## 8.0 Technology Requirements

**Provide a narrative regarding how the firm will comply with each of the following requirements:**

- 8.1 The table located in **Appendix 1** describes the technology standards at Dane County in a variety of areas that should be adhered to as part of any new technology deployment.
- 8.2 The Inmate Commissary Software must have the ability to receive information from the existing Records Management System, (Spillman Technologies), using an interface that must comply with GJXDM (Global

Justice XML Data Model ) and the new NIEM (National Information Exchange Model ) standards for data exchanges.

- 8.3 Any necessary changes to the interface due to upgrades to the RMS are the responsibility of the CONTRACTOR.
- 8.4 The CONTRACTOR shall provide at least a 5 working day notice to the COUNTY whenever possible when making network configuration changes alerting COUNTY network administrators of potential problems.
- 8.5 Regular software upgrades are to be implemented throughout the contract term, with new and enhanced features being offered to the COUNTY at no additional charge. Any downtime required for maintenance/upgrades should be scheduled 48 hours in advance by providing written notice to the DCSO and scheduled at a time that results in the least amount of disruption.

## 9.0 COST PROPOSAL

### 9.1 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.

### 9.2 Format for Submitting Cost Proposals

Cost Proposals shall be submitted on Attachment G.  
Include proposed menus and pricing for each Dane County facility.

### 9.3 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.

## 10.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 10.1 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 2016 is

\$11.66. 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](http://www.co.dane.wi.us/purch/purch.htm)

#### 10.2 Domestic Partner Equal Benefits Requirement

The CONTRACTOR [or grant beneficiary] 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

#### 10.3 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.

#### 10.4 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.

## 11.0 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](http://www.danepurchasing.com). You will prompted to create a username and a password and you will receive a confirmation message, than 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



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

### 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](http://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 10% preference as a Dane County Business

☐ **Dane County**

We are claiming a 5% 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:	

**Commissary Service Composite Commission**

The Contractor agrees to pay the Sheriff's Office a composite commission of commissary service sales of \_\_\_\_\_ percent (\_\_\_\_\_%), or a minimum annual guarantee, whichever is greater.

**Minimum Annual Guarantee for Commissary Services**

The Contractor agrees to pay the Sheriff's Office a minimum annual guarantee on the composite net sales of commissary service sales of \_\_\_\_\_ (\$\_\_\_\_\_.\_\_\_\_\_).

## 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."

## **APPENDIX 1**

### **Dane County Software and Operating Systems**

Dane County Information Management has two Direction Statements that help to govern the acquisition of hardware and software for the COUNTY. They are:

- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the COUNTY's infrastructure, and by the resources needed for support.
- Implement application software which meets our customers' needs, as balanced by their compatibility with the COUNTY's infrastructure, and by the resources needed for support.

To this end the Dane County Information Management has defined a fairly narrow, mainstream set of hardware/software that are supported on the County network (see spreadsheet with 2 tabs attached).

#### **Network Infrastructure**

The COUNTY uses Dell Force10, and HP ProCurve hardware for all network infrastructure, with the exception of wireless access points and controllers, which are provided by Cisco Systems.

The primary network protocol used by the COUNTY is TCP/IP over Ethernet. Standard network speeds on the COUNTY network are 1Gb on the network backbone and 100Mb to all workstations on the LAN. WAN connections are primarily connected via fiber-optic cable with some T1s, MPLS, and DSL connected sites.

The COUNTY uses Citrix Xen Apps as its primary application delivery method. Citrix Xen Desktop is in a development and testing phase at the current time and is expected to be in production in the fourth quarter of 2014.

The COUNTY currently has approximately 500 HP workstations, and 2,000 HP Terminals. The COUNTY currently has 2,000 Mitel phones. Most workstations and terminals are connected to the network via the 100Mb network switch in the IP Phone.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points that need to be added to the COUNTY network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

## **Servers**

Dane County operates a VMware ESX virtual server environment on which all Microsoft Windows servers and virtual appliances run as guest. The policy is that all servers will be run as VM guest, unless justification as to why a physical server is needed is submitted and approved by the Dane County Division of Information Management at least 60 days in advance of when the server is needed,

A native Windows 2008 R2 Active Directory domain is the primary directory service on the COUNTY network. Whenever possible, applications should be integrated with Active Directory for authentication.

Microsoft SQL Server 2008/2012 are supported as our primary backend DBMSs, however other DBMS platforms would be allowed if support is provided by the vendor. If the COUNTY needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Information Management Team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.

Microsoft Exchange 2010 is the supported e-mail/messaging platform for the Dane County. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2010.

## **Storage**

The COUNTY uses Dell Compellent and EMC Isilon SANs along with local storage as required for the storing of data. Access to the Data is accomplished using the iSCSI, and/or Microsoft CIFS protocol or locally defined drives.

Data is replicated to Dane County's Disaster Recovery site utilizing the replication software provided by the SAN vendor. Data is backed up utilizing Comvaults data Protection Software.

## **Desktop Workstations**

The COUNTY uses HP workstations and laptops exclusively for all desktops and laptops.

All new PC's and laptops are being deployed with Windows 7. The COUNTY uses the Microsoft suite of Microsoft Office productivity applications.

## **Mobile Devices**

Smart Phones and Tablets – The COUNTY supports any smart phone or tablet that is County Owned and has IOS, Windows or Android Operating system installed. Network access is limited and a request for access must be submitted to Information Management no later than 30 days before the access is needed.

## VoIP Phones

The COUNTY has extensive network of VoIP phones utilizing Mitel Phones and controllers.

<b>Software and Operating Systems Supported By Dane County Information Management</b>		
<b>Product</b>	<b>Release</b>	<b>Notes</b>
VMware ESX	5.5	
Microsoft Windows Server	2008-R2 & 2012	
Microsoft Windows Workstation	7 and 7 SP1	
Microsoft Active Directory	2008-R2	
Microsoft SQL server	2008 & 2012	
Microsoft Exchange	2007	Upgrade to 2013 planed for 3rd quarter 2014
Microsoft Office suite (Outlook, Word, Excel...)	2010	Upgrade to 2013 planed for 1st Quarter 2015
Microsoft Lync	2010	
Microsoft SharePoint Enterprise	2012	In testing and development rollout starting in 3rd quarter 2014
Microsoft APPV	4.6	Upgrade to 5.0 planned for 4th quarter 2014
Microsoft SCOM and SCCM	2012 R2	
Trend Security Office Scan	10.6	
Microsoft Internet Information Services	7 and 7.5	
Microsoft Internet Explorer	9,10,11	
Entrust Identity Guard 2 Factor Authentication	10.1	Used for 2 factor authentication
Palo Alto Firewall		
Citrix XEN Server	6.5	Upgrade to 7 planed for 3rd quarter 2014
Citrix XEN Apps	6.5	Upgrade to 7 planed for 3rd quarter 2014
Citrix XEN Desktop	5.6	Upgrade to 7 planed for 4thquarter 2014
Citrix Mobility Manager		To be implemented in 3rd quarter 2014
Citrix Netscaler		We have both Virtual and Physical Appliances

<b>Citrix GoToMeeting</b>		<b>Web Conferencing and Screen Sharing (Cloud Service)</b>
<b>Citrix GoToAssist</b>		<b>Screen sharing for troubleshooting assistance</b>
<b>Comvault Data Protection Software</b>	<b>9.1</b>	<b>Upgrade to 10.0 planed for 2nd quarter 2014</b>
<b>Adobe Acrobat Professional</b>	<b>11</b>	
<b>Adobe Creative Suite</b>	<b>CS6 (13.0)</b>	
<b>Crystal Reports</b>	<b>2013</b>	
<b>FileGenius</b>		<b>Secure File Sharing and Transfer (cloud Service)</b>
<b>Zix Port Email encryption</b>	<b>5.0</b>	
<b>NetMotion</b>	<b>10.10</b>	<b>Mobile Session Reliability Software</b>
<b>Laserfisch Imaging</b>	<b>9</b>	

## Appendix 2: City County Building (CCB) Jail Menu

<b>Clothing</b>		Ambi Soap/Complexion Bar 3.5 oz		UNO Cards		BBQ Chips LSS 1.25oz
Socks - pair		Cocoa Butter Soap 5oz		Wordsearch Book		Fritos Extra value 4oz
T-Shirt White - Large		Moisturizing Soap 5oz		Crossword Book		Cheetos Extra Value 3.25oz
T-Shirt White XL		Dial HypoAllergenic Soap 3.2 oz		Sudoku Puzzle Book		Doritos Extra Value 2.87oz
T-Shirt White 2XL		Dove Bar Soap 3.15oz		Koran		White Tortilla Chip 8 oz
T-Shirt White 3XL		Clear Balsam Shampoo 16 oz		Holy Bible		Gardettos 1.75 oz
T-Shirt White 4XL		Shampoo 4oz small		Friendship English with Stamp		Salsitas Tortilla Chips 3 oz
Men's Briefs White Small		Dandruff Shampoo 16oz		Birthday English with Stamp		Snyder's Cheddar Pretzel Pieces 2.25oz
Men's Brief White Medium		V05 CONDITIONER		Love You Card with Stamp		Corn Chips BBQ 10 oz bag
Men's Brief White Large		Hair Conditioner 4oz small		Spanish Friendship Card w/ Stamp		Blazin Hot Cheese Crunchy Nibblers 7oz
Men's Briefs White XL		Sulpher 8 Shampoo 7.5oz		Spanish Birthday Card w/ stamp		Cracklins Hot Pork Rinds 1.75oz
Men's Briefs White - 2 XL		Head & Shoulders 14.2 oz.		Anniversary Card w/stamp		Hot Fries .75oz
Men's White Boxers - Medium		Suave Dandruff Shampoo		Get Well Card w/stamp		Tato Skins- Cheddar & Bacon 6.5oz
Men's White Boxers - Large		V05 SHAMPOO		Holiday Card with Stamp		Ms Vicki Frito Lay Chips - Jalapeno 1.38 oz
Men's White Boxers - XL		T-Gel Genric Shampoo		Sympathy Card w/stamp		Chocolate Chip Cookies - 12 oz "K"
Men's White Boxers - 2XL		Degree Extreme Blast Deodorant 1.7oz		Juvenile Birthday card w/stamp		S/F Vanilla Wafers 1.7 oz "K"
Men's White Boxers - 3XL		Speed Stick Clear Deodorant 2.0 oz		Toothbrush cap		Peanut Butter Granola Bar 1.5oz
TOP, Thermal - Large		Ladies Stick Deodorant 2.0 oz		Reading Glasses 1.5		Oat & Honey Granola Bar 1.5oz "K"
TOP, Thermal - XL		Mens Sport Clear Stick Deodorant 2.5 oz		Reading Glasses 1.75		Saltine Crackers 16 ounce Box "K"
TOP, Thermal - 2XL		Clear Stick Fresh Scnt Deodorant 2.25 oz		Reading Glasses 2.0		Oatmeal Raisin Cookies 2.5oz "K"
BOTTOM, Thermal - Large		Roll On Deodorant 1.5oz		<b>Candy Products</b>		Famous Amous Chocolate Chip Cookie "K"
BOTTOM, Thermal - XL		Suave Powder Scent A/P Deodorant Stick 1.4 oz		M&M Plain "K"		Fig Newton 2 ounce
BOTTOM, Thermal - 2XL		Hypoallergenic Deodorant		M & M Peanut "K"		Fudge Brownie 3.25oz
TOP, Thermal - 3XL		Close Up Toothpaste 4oz		Almond Snickers (Mars Bar) "K"		Rice Krispy Treat 2.13 oz
BOTTOM, Thermal - 3XL		Flouride Freshmint Gel 2.75oz		Milky Way "K"		Honey Bun 6.0oz

TOP, Thermal - 4XL	Sensitive Toothpaste 6.0 oz	Snickers "K"	Donuts 24 count
BOTTOM, Thermal - 4XL	Mouthwash - Alcohol Free 4.0oz	Baby Ruth "K"	Nutty Crunch Bar 3.0oz
Womens Briefs Size 6	Tarter Control - 4.2 oz	Butterfinger "K"	Snack Crackers 12 ounce "K"
Woman's Briefs-Size 7	Biotene Toothpaste 4.5 oz	Kit Kat Bar "K"	Toaster Pastry-Br. Sugar & Cinn. 11.0oz
Women's Brief - Size 8	Loop ToothBrush White-Soft	Nestle Crunch	Toaster Pastry-Strawberry Box 11.0 oz
Women's Brief - Size 10	Short Handle Toothbrush	Candy Bar of the Month	Texas Cinnamon Roll 4 oz
Women's Brief- Size 12	Toothbrush - Soft	Three Musketeers "K"	Pudding (chocolate)
Sports Bra - Medium 34	Dental Flossers - 50 count	Reeses Peanut Butter Cups "K"	Cup Cakes
Sports Bra - Large 36	Oral B Toothbrush	Payday "K"	Graham Crackers 14.0oz
Sports Bra - XL 38	Denture Adhesive 2.4 oz	Whatchamacalit bar "K"	Duplex Cream Cookies 13 oz "K"
Slip On Shoes - 5	Denture Cleaner 6 tabs	Nutrageous "K"	Nekot Peanut Butter Cookie 1.25oz
Slip On Shoes - 6	Denture Cup	Twix Caramel Cookie Bar "K"	Wheat Crackers 7 oz "K"
Slip On Shoes - 7	Denture Brush	Salted Peanuts 3.5oz	Cheese Tub - 8 ounce
Slip On Shoes - 8	Lotion 4oz	Wheat N Cheddar Crackers "K"	Jalapeno Cheese Squeezer
Slip On Shoes - 9	Vaseline Intensive Care Lotion 3.0 oz	Peanut Butter & Cheese Crackers "K"	P/B Squeezer "K"
Slip On Shoes - 10	Alle Vera Skin Lotion 20oz.	Sweet N SALTY Trail Mix "K"	Cheddar Cheese Squeezer
Slip On Shoes - 11	Cocoa Butter Cream 8 oz	Raisins 1oz	Grape Jelly Squeezer
Slip On Shoes - 12	Petroleum Jelly 4oz	Fruit Snacks	Mayo - 10 pk. "K"
Slip On Shoes - 13	Lubriderm Lotion 1 oz	Five Flavor Roll .9oz "K"	Ketchup - 10 Packs "K"
Slip On Shoes - 14	(Medicated Skin Cream) Cold Cream 8.0oz	Assorted Jolly Ranchers 4oz	Mustard - 10 packs "K"
Slip On Shoes - 15	Magic Shave Cream 6oz	Butterscotch Candy 4.5oz	Pepperoni Sliced 3.5 oz
<b>Medical Products</b>	5" Comb	Lemon Drops 4.5oz	Cheez-It 3.0oz
Acetaminophen 2 tabs	Small Hair Pick	S/F Hard Candy 2oz	Honey Nut Toasted Oats Cereal
Asprin 2 tab	Military Hair Brush	Atomic Fireballs 4 oz	Meat Stick 1.2 oz
Ibuprofen 2 tab	Palm Hair Brush	Breathsavers Roll .75oz	All American Value Smoked Jerkey 1.1oz
Cold/Flu/Allergy Relief 2 tabs	Activator Gel 10 oz	Tootsie Pops -Bag 10oz.	Sausage Log Beef 5oz
Bismuth liquid 8oz (generic Pepto)	Pomade 4.0 oz	Root Beer Barrels 4.5 oz	Spicy Meat Stick 1.2oz
Nicotine Lozenges 2mg. (27 count)	Bergomot 4.0 oz	Red Twists - Licorice 4.0oz	Louisiana Hot sauce - indiv. Packet
Halls Cherry Cough Drops 9 tabs	Hair Food 4.0 oz	Starburst 2.07oz	Easy Mac
Sugar Free Cough Drops 10 count	Sulpher 8 Conditioner 2oz	Orange Slices 8.0 oz	Oatmeal Single "K"



Antacid Roll 12 ct		Blue Magic Conditioner 4oz		Skittles		Instant white rice
Antifungal Cream .5oz		Shower Caps-Single		Mamba Fruit Chews		Spanish Rice 2 oz.
Chap Lip Stick .15oz		Tampons Reg. 8 cnt		Creme Drops 8 oz bag		Chili in a pouch
Lip Balm Treatment .35oz		Sanitary Napkins 16 cnt		<b>Beverage Products</b>		Large Refried Beans 8oz.
Vagisil cream 1 oz		Panty Liners 22 cnt		Tea Single .77oz		Tuna Pouch
Eye Drops .5oz		Effergrip Denture Adhesive 1.5 oz		Coffee Single "K"		Mackerel pouch
Contact Lens Case		<b>Miscellaneous Products</b>		Bag of Cocoa 10oz "K"		Sardines Pouch
Saline Solution 12 oz		Wireless Notebook 80 sheets		COCOA single		Refried Beans (Hot) 4oz.
Hydrocortisone Cream Single		White Writing Tablet 50 count		Fruit Punch Mix Single		Chicken Cup-O-Noodle
Nasal Spray 1.5 oz		Sketch Pad 8.5 X 11		Cherry Single		Beef Cup-O-Noodle
Vitamins 100 cnt		#10 Envelope		Lemonade Mix Single		Shrimp Cup-O-Noodle
Acne Cream 1 oz		9x12 Envelope		Orange Drink Single		Ramen Chicken 3.0oz
Phisoderm 6 oz		Yellow Writing Tablet 50 count		Classic Instant Coffee		Ramen Chili 3.0oz
Clearasil Tube .65 oz		Pocket Folder		Grape Drink Single		Ramen Beef 3.0oz
Hemorrhoid Ointment .75 oz		Stamped Envelope		MAXWELL HOUSE Coffee 4oz		Ramen Picante Beef 3.0oz
A&D Ointment single use		Book of 10 - .49 Stamps		Sanka Decafe Single Coffee "K"		Flour Tortilla Shells 10 cnt
Ear Plugs - pair		Pencil WITH Eraser		Sugar Free Fruit Punch 10 pack "K"		Swisscake Rolls (box)
Milk of Magnesia eq, 12 oz		Golf Pencil		Sugar Free Orange Drink 10 Pack "K"		Donut Sticks - Box of 6
"C" Vitamin 500 Complex - 100 ct		Colored Pencils-Full Length		Sugar Free Lemonade 10 Pack "K"		Vanilla Wafers 10oz Bag
Oral Pain Relief Genric		Eraser		Sugar-10-packs "K"		Apple Fruit pie
Anti-Gas Liquid 12 oz (Genric Malox)		Spanish/English Dictionary		Sweet-N-Low 10 Packs		Cherry Fruit pie
<b>Personal Hygiene Products</b>		Dictionary		Creamer: re-sealable pouch		Mrs. Freshley's 10 Layer Cakes - Creme Filled
Spring Green Soap		Plastic Soap Box		<b>Snack and Food Products</b>		Mrs. Freshley's Oatmeal Cremes - Box 8 count
Gold Antibacterial Soap		Re-useable flex spoon (tan)		Cheese Popcorn 2oz		Ranch Dressing Packet
Lever 2000 Soap		Playing Cards		Chips Plain Extra Value 2.5 oz		Zachary Thin Mints 5.5oz

### Appendix 3: Public Safety Building (PSB) and Ferris Center (FC) Jail Menu

<b>Clothing</b>		Denture Cup		Birthday English with Stamp		<b>Snack and Food Products</b>
<b>Product</b>		Denture Brush		Love You Card with Stamp		Cheese Popcorn 2oz
Socks - pair		Lotion 4oz		Spanish Friendship Card w/ Stamp		Chips Plain Extra Value 2.5 oz
T-Shirt White - Large		Vaseline Intensive Care Lotion 3.0 oz		Spanish Birthday Card w/ stamp		BBQ Chips LSS 1.25oz
T-Shirt White XL		Aloe Vera Skin Lotion 20oz.		Anniversary Card w/stamp		Fritos Extra value 4oz
T-Shirt White 2XL		Cocoa Butter Cream 8 oz		Get Well Card w/stamp		Cheetos Extra Value 3.25oz
T-Shirt White 3XL		Petroleum Jelly 4oz		Holiday Card with Stamp		Doritos Extra Value 2.87oz
T-Shirt White 4XL		Lubriderm Lotion 1 oz		Sympathy Card w/stamp		White Tortilla Chip 8 oz
Men's Briefs White Small		(Medicated Skin Cream) Cold Cream 8.0oz		Juvenile Birthday card w/stamp		Gardettos 1.75 oz
Men's Brief White Medium		Magic Shave Cream 6oz		Toothbrush Cap		Salsitas Tortilla Chips 3 oz
Men's Brief White Large		5" Comb		Reading Glasses 1.5		Snyder's Cheddar Pretzel Pieces 2.25oz
Men's Briefs White XL		Small Hair Pick		Reading Glasses 1.75		Corn Chips BBQ 10 oz bag
Men's Briefs White - 2 XL		Military Hair Brush		Reading Glasses 2.0		Blazin Hot Cheese Crunchy Nibblers 7oz
Men's White Boxers - Medium		Palm Hair Brush		Reading Glasses 2.0		Cracklins Hot Pork Rinds 1.75oz
Men's White Boxers - Large		Activator Gel 10 oz		<b>Candy Products</b>		Hot Fries .75oz
Men's White Boxers - XL		Pomade 4.0 oz		M&M Plain "K"		Tato Skins- Cheddar & Bacon 6.5oz
Men's White Boxers - 2XL		Bergomot 4.0 oz		M & M Peanut "K"		Ms Vicki Frito Lay Chips - Jalapeno 1.38 oz
Men's White Boxers - 3XL		Hair Food 4.0 oz		Almond Snickers (Mars Bar) "K"		Chocolate Chip Cookies - 12 oz "K"
TOP, Thermal - Large		Sulpher 8 Conditioner 2oz		Milky Way "K"		S/F Vanilla Wafers 1.7 oz "K"
TOP, Thermal - XL		Blue Magic Conditioner 4oz		Snickers "K"		Peanut Butter Granola Bar 1.5oz
TOP, Thermal - 2XL		Shower Caps-Single		Baby Ruth "K"		Oat & Honey Granola Bar 1.5oz "K"
BOTTOM, Thermal - Large		Tampons Reg. 8 cnt		Butterfinger "K"		Saltine Crackers 16 ounce Box "K"
BOTTOM, Thermal - XL		Sanitary Napkins 16 cnt		Kit Kat Bar "K"		Oatmeal Raisin Cookies 2.5oz "K"
BOTTOM, Thermal - 2XL		Panty Liners 22 cnt		Nestle Crunch		Famous Amous Chocolate Chip Cookie "K"
TOP, Thermal - 3XL		Effergrip Denture Adhesive 1.5 oz		Candy Bar of the Month		Fig Newton 2 ounce
BOTTOM, Thermal - 3XL		<b>Medical Products</b>		Three Musketeers "K"		Fudge Brownie 3.25oz
TOP, Thermal - 4XL		Acetaminophen 2 tabs		Reeses Peanut Butter Cups "K"		Rice Krispy Treat 2.13 oz
BOTTOM, Thermal - 4XL		Asprin 2 tab		Payday "K"		Honey Bun 6.0oz

Womens Briefs Size 6	Ibuprofen 2 tab	Whatchamacalit bar "K"	Assorted mini Donuts 24 count
Woman's Briefs-Size 7	Cold/Flu/Allergy Relief 2 tabs	Nutrageous "K"	Nutty Crunch Bar 3.0oz
Women's Brief - Size 8	Bismuth liquid 8oz (generic Pepto)	Twix Caramel Cookie Bar "K"	Snack Crackers 12 ounce "K"
Women's Brief - Size 10	Nicotine Lozenges 2mg. (27 count)	Salted Peanuts 3.5oz	Toaster Pastry-Br. Sugar & Cinn. 11.0oz
Women's Brief- Size 12	Halls Cherry Cough Drops 9 tabs	Wheat N Cheddar Crackers "K"	Toaster Pastry-Strawberry Box 11.0 oz
Sports Bra - Medium 34	Sugar Free Cough Drops 10 count	Peanut Butter & Cheese Crackers "K"	Texas Cinnamon Roll 4 oz
Sports Bra - Large 36	Antacid Roll 12 ct	Sweet N SALTY Trail Mix "K"	Pudding (Chocolate)
Sports Bra - XL 38	Antifungal Cream .5oz	Raisins 1oz	Cup Cakes
Slip On Shoes - 5	Chap Lip Stick .15oz	Fruit Snacks 2.25oz.	Graham Crackers 14.0oz
Slip On Shoes - 6	Lip Balm Treatment .35oz	Five Flavor Roll .9oz "K"	Duplex Cream Cookies 13 oz "K"
Slip On Shoes - 7	Vagisil cream 1 oz	Assorted Jolly Ranchers 4oz	Nekot Peanut Butter Cookie 1.25oz
Slip On Shoes - 8	Eye Drops .5oz	Butterscotch Candy 4.5oz	Wheat Crackers 7 oz "K"
Slip On Shoes - 9	Contact Lens Case	Lemon Drops 4.5oz	Cheese Tub - 8 ounce
Slip On Shoes - 10	Saline Solution 12 oz	S/F Hard Candy 2oz	Jalapeno Cheese Squeezer
Slip On Shoes - 11	Hydrocortisone Cream Single	Atomic Fireballs 4 oz	P/B Squeezer "K"
Slip On Shoes - 12	Nasal Spray 1.5 oz	Breathsavers Roll .75oz	Cheddar Cheese Squeezer
Slip On Shoes - 13	Vitamins 100 cnt	Tootsie Pops - 10.1 oz.	Grape Jelly Squeezer
Slip On Shoes - 14	Acne Cream 1 oz	Root Beer Barrels 4.5 oz	Mayo - 10 pk. "K"
Slip On Shoes - 15	Phisoderm 6 oz	Red Twists - Licorice 4.0oz	Ketchup - 10 Packs "K"
<b>Personal Hygiene Products</b>	Clearasil Tube .65 oz	Starburst 2.07oz	Mustard - 10 packs "K"
Spring Green Soap	Hemorrhoid Ointment .75 oz	Orange Slices 8.0 oz	Pepperoni Sliced 3.5 oz
Gold Antibacterial Soap	A&D Ointment single use	Skittles	Cheez-It 3.0oz
Lever 2000 Soap	Ear Plugs - pair	Mamba Fruit Chews	Honey Nut Toasted Oats Cereal
Ambi Soap/Complexion Bar 3.5 oz	Milk of Magnesia eq, 12 oz	Crema Drops 8 oz bag	Meat Stick 1.2 oz
Cocoa Butter Soap 5oz	"C" Vitamin 500 Complex - 100 ct	<b>Beverage Products</b>	All American Value Smoked Jerkey 1.1oz
Moisturizing Soap 5oz	Oral Pain Relief Generic	Tea Single .77oz	Sausage Log Beef 5oz
Dial HypoAllergenic Soap 3.2 oz	Anti-Gas Liquid 12 oz (Generic Malox)	Coffee Single "K"	Spicy Meat Stick 1.2oz
Dove Soap Bar 3.15oz.	<b>Miscellaneous Products</b>	Bag of Cocoa 10oz "K"	Louisiana Hot Sauce packet 0.5 oz.
Clear Balsam Shampoo 16 oz	Wireless Notebook 80 sheets	COCOA single	Easy Mac
Shampoo 4oz small	White Writing Tablet 50 count	Fruit Punch Mix Single	Oatmeal Single "K"

Dandruff Shampoo 16oz	Sketch Pad 8.5 X 11	Cherry Single	Instant White Rice 2oz.
V05 CONDITIONER	#10 Envelope	Lemonade Mix Single	Spanish Rice 2oz.
Hair Conditioner 4oz small	9x12 Envelope	Orange Drink Single	Large Refried Beans 8oz.
Sulphur 8 Shampoo 7.5oz	Yellow Writing Tablet 50 count	Classic Instant Coffee	Chili in a pouch
Head & Shoulders 14.2 oz.	Pocket Folder	Decaf Coffee Bag 3 oz "K"	Tuna in a pouch 3 oz.
Suave Dandruff Shampoo	Stamped Envelope	Grape Drink Single	Mackerel in a pouch 3.5oz.
V05 SHAMPOO	Book of 10 - .49 Stamps	MAXWELL HOUSE Coffee 4oz	Large Refried Beans 8oz.
T-Gel Genric Shampoo	Pencil WITH Eraser	Sanka Decafe Single Coffee "K"	Sardines in a pouch 3.5oz.
Degree Extreme Blast Deodorant 1.7oz	Golf Pencil	Sugar Free Fruit Punch 10 pack "K"	Refried Beans - Hot 4oz.
Speed Stick Clear Deodorant 2.0 oz	Colored Pencils-Full Length	Sugar Free Orange Drink 10 Pack "K"	Chicken Cup-O-Noodle
Ladies Stick Deodorant 2.0 oz	Eraser	Sugar Free Lemonade 10 Pack "K"	Beef Cup-O-Noodle
Mens Sport Clear Stick Deodorant 2.5 oz	Spanish/English Dictionary	Capri Sun Juice Pouch	Shrimp Cup-O-Noodle
Clear Stick Fresh Scnt Deodorant 2.25 oz	Dictionary	Sugar-10-packs "K"	Ramen Chicken 3.0oz
Roll On Deodorant 1.5oz	Laundry Detergent 1 Load	Sweet-N-Low 10 Packs	Ramen Chili 3.0oz
Suave Powder Scent A/P Deodorant Stick 1.4 oz	Dryer Sheets 40 Cnt	Creamer 10-Pack "K"	Ramen Beef 3.0oz
Hypoallergenic Deodorant	Plastic Soap Box	Creamer re-sealable pouch	Ramen Picante Beef 3.0oz
Close Up Toothpaste 4oz	Re-useable Flex Spoon - Tan	RC Cola Bottle 20 oz	Flour Tortilla Shells 10 cnt
Flouride Freshmint Gel 2.75oz	Playing Cards	Sunny Delight Bottle 20 oz	Swiss Cake Rolls
Sensitive Toothpaste 6.0 oz	UNO Cards	A&W Rootbeer Bottle 20 oz	Donut Sticks - Box of 6
Mouthwash - Alcohol Free 4.0oz	Wordsearch Book	7Up Bottle 20 oz	Vanilla Wafers 10oz Bag
Tarter Control - 4.2 oz	Crossword Book	Dr. Pepper Bottle 20 oz	Apple Fruit Pie
Biotene Toothpaste 4.5 oz	Sudoku Puzzle Book	Hawaiian Punch Bottle 20 oz	Cherry Fruit Pie
Loop ToothBrush White-Soft	Koran	Bottled Water 20 oz	Mrs. Freshley's 10 Layer Cakes - Creme Filled
Short Handle Toothbrush	Holy Bible	Diet 7 Up Bottle 20 oz	Mrs. Freshley's Oatmeal Cremes - Box 8 count
Toothbrush - Soft	Sony AM/FM Radio w/ Ear Buds	Grape Soda 20 oz	Ranch Dressing packet
Dental Flossers - 50 count	Ear Buds - Clear Lightweight	Pepsi 20 oz Bottle	Zachary Thin Mints 5.5oz
Oral B Toothbrush	AA Battery	Diet Pepsi 20 oz Bottle	
Denture Adhesive 2.4 oz	TRIPLE A Battery	Jarritos Mandarin 20oz. Beverage	
Denture Cleaner 6 tabs	Friendship English with Stamp	Grape G2 Gatorade 20 oz bottle	

**Appendix 4**  
**Product Sales By Month**  
**2015**

<i>Month</i>		<i>Amount</i>
January		\$52,192.68
February		\$56,054.60
March		\$70,409.46
April		\$55,464.89
May		\$52,029.25
June		\$74,430.22
July		\$59,792.14
August		\$72,599.25
September		\$59,690.03
October		\$65,558.51
November		\$75,293.95
December		\$54,230.57
<i>Grand Total</i>		<i>\$747,745.55</i>

**Appendix 5**  
**DANE COUNTY JAIL SYSTEM**  
*Average Daily Population*

Year	ADP
2010	767
2011	793
2012	759
2013	745
2014	757
2015	759

**INMATE COMMISSARY and INMATE BANKING & TRUST ACCOUNT SERVICE  
REGISTRATION FORM FOR VENDOR CONFERENCE  
DANE COUNTY RFP #115104**

The undersigned intends to attend the **VENDOR CONFERENCE SCHEDULED FOR  
MARCH 10, 2016 AT 9:00 A.M.** in Madison WI.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Representative's Printed Name

\_\_\_\_\_  
Company Name and Legal Name for Business within Wisconsin

\_\_\_\_\_  
Telephone Number and Extension

\_\_\_\_\_  
Fax Number

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

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

First Name, Middle Name, Last Name


**FAX THIS FORM AND A BACKGROUND CHECK FORM FOR EACH INDIVIDUAL WHO WILL  
ATTEND TO 608-266-4425, Carolyn Ninedorf,  
NO LATER THAN MARCH 2, 2016 AT 4:00 P.M.**

**INMATE COMMISSARY and FIDUCIARY MANAGEMENT SERVICES  
REGISTRATION FORM FOR ON-SITE TOUR  
DANE COUNTY RFP #115104**

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**  
**Forms are due March 2, 2016 at 4:00 p.m.**