



REQUEST FOR PROPOSALS

For

County of Dunn, Wisconsin

Administration Department, Purchasing
RFP #2020-06
Jail Mental Health Services

Proposals must be received
no later than October 16, 2020
2:00pm Local Time

SPECIAL INSTRUCTIONS:

All proposals must be sealed and clearly marked "Proposal for Project #2020-06"

Mail or Deliver to:

Dunn County Department of Administration
Attn: John McLaughlin
3001 Highway 12 East – Suite 225
Menomonie, WI 54751

For further information regarding this proposal, contact John McLaughlin at 715-231-6584 or jmclaughlin@co.dunn.wi.us .

Dunn County reserves the right to terminate the selection process at any time and reject any or all offers. The County shall not be liable for any pre-contract costs incurred by interested firms participating in the selection process.

There will be no public opening of proposals received in response to this solicitation

1 INTRODUCTION AND PURPOSE

1.1 Statement of Intent:

Dunn County is requesting proposals from qualified service providers for the delivery of on-site inmate, mental health services as needed for an inmate population at the Dunn County Jail. Current contracted medical services provider is ACH.

1.2 Subcontracting:

Prior to the implementation of a subcontracted service, Dunn County shall approve any contracts, leases and costs. No right or duty in whole or in part of the proposer under this contract shall be assigned or delegated without the prior written consent of Dunn County.

1.3 Procuring and contracting agency:

The Dunn County Sheriff's Office issues this RFP for Dunn County. The Dunn County Sheriff's Office is the sole point of contact for Dunn County during the RFP process. The person responsible for managing the procurement process is:

John McLaughlin	Phone 715-231-6584
Department of Administration - Ste. 225	Fax 715-232-1324
3001 Highway 12 East	Email jmclaughlin@co.dunn.wi.us
Menomonie WI 54751	

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submission of the proposal. RFP questions may be submitted until the date/time listed in Section 1.5 via fax, email, or mail (no phone or verbal questions will be accepted). The County is not responsible for the delivery or timeliness of the delivery of any questions submitted. It is the sole responsibility of the provider to ensure delivery of faxed and emailed messages.

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency exists in the RFP, the proposer should immediately notify the procurement administrator of such error and request modification or clarification of the RFP document. In the event that it becomes necessary to provide a correction or clarification, which revises any part of this RFP, a written amendment will be to all recipients of this RFP and will be posted to Vendornet. **Questions to any person other than the contact listed above will not receive a response.**

1.4 Pre-Proposal Conference/Tour:

Interested proposers are invited to attend a site visit to tour of the project site. All proposers will tour the facility at the same time so each proposer hears all questions and answers. Due to staffing and time constraints, no other site visits will be scheduled for this project. This site visit will be held on October 7th, 2020 at 10:00am local time in Sheriff Department lobby of the Dunn County Judicial Center, 615 Stokke Parkway, Menomonie WI. Knowledgeable representatives will be available to answer questions about operation and maintenance practices, problems, concerns and future plans.

If you plan to attend the site visit, please email or fax Attachment A (end of RFP) no later than 8:00am October 5th, 2020.

1.5 Calendar of events:

Listed below is a schedule showing key dates related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by Dunn County. In the event that Dunn 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 via the internet or email.

Date	Event
09/29/20	Post RFP
10/07/20	Site Showing
10/09/20	Proposer Questions Due – 4:00pm local time
10/12/20	DUNN COUNTY Responses released
10/16/20	RFP Due Date – 2:00pm local time

1.6 Document Opening:

Proposals will be opened and the name of the respondent read at the time indicated. Details of each proposal, including proposed fees, shall not be announced at the time of opening. Such information shall be made public after an award has been made and all negotiations are completed.

1.7 Contract term and funding:

The Dunn County Sheriff shall be the administrator of any contract resulting from this RFP. The contract shall be effective on the date a contract is signed by both parties. It is specifically understood that any contract is subject to statutory authorization and available funding.

The staff to be retained under this contract is intended to start work on January 1, 2021 and the contract shall be in force for four (4) years if it begins on that date. There shall be annual reviews and options to renew one-year contracts for up to two (2) additional years upon mutual agreement of both the County and the contractor. All Federal Certifications and Assurances included in this document shall be incorporated into the resulting contract.

The prices quoted shall not increase throughout the initial year. The price charged in annual renewals shall be negotiated with the County. The provider shall certify that the prices quoted to Dunn County are consistent with those it charges other customers for the same or equivalent services.

1.8 Amendments to the contract:

Amendments to the contract by adding or deleting specific services will be allowed to provide for services required or no longer required by Dunn County. All amendments, modifications or clarifications shall be in writing signed by the Proposer and Dunn County. No payment for services shall be made until an amendment, modification or clarification has been signed by both parties.

1.9 Proprietary Data:

Submittals and any other information submitted by Proposers in response to this RFP shall become the property of Dunn County. Proposers must clearly identify any proprietary information that the contractor does not want disclosed to the public. Each page of proprietary information must be clearly marked "CONFIDENTIAL". Dunn County and its contract evaluators and negotiators may use data or information so identified in performing their duties. Disclosure of any proprietary information by Dunn County shall be in accordance with the laws and regulations regarding disclosure in force in the State of Wisconsin.

1.10 Responsibility of Dunn County:

The Jail Captain of the Dunn County Jail shall be the contract person once a contract is signed and will serve as the liaison for Dunn County concerning any contract issues resulting from this RFP. The Jail Administrator shall be available during regular business hours to address concerns of the provider.

2 PREPARING AND SUBMITTING A PROPOSAL**2.1 General instructions:**

The evaluation and selection of Proposals will be based on the information submitted in response to the RFP plus information obtained from references. Incomplete submittals and those not meeting the format requirements will be evaluated only if deemed in the best interest of the County. The Proposer should respond with sufficient detail for Dunn County and its evaluators to clearly understand the proposal.

2.2 Incurring costs:

Dunn County is not liable for any cost incurred by proposers in replying to this RFP. Dunn County reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of Dunn County.

2.3 Proposal Format:

RFP submittals must be submitted in the format outlined in this document, referencing each respective section being addressed. Submittals will be evaluated solely on their responsiveness to the requirements of this procurement and not on information which a proposer includes but is not relevant to this RFP.

The response to the RFP shall be submitted in a three-ring or spiral-bound binder with sections tabbed as listed below.

- Table of Contents
- Executive Summary
- Section I – Background, Experience and Qualifications
- Section II - Technical Approach
- Section III - Financial
- Section IV - Performance Contract Documents
- Appendix
- W-9

2.4 Table of Contents:

Each RFP shall include a table of contents properly indicating the section and page numbers of the information included. Pages shall be numbered consecutively from the beginning of the document to assist in finding relevant information.

2.5 Executive Summary:

Each RFP shall include a concise abstract one (1) page stating the proposer's overview of the project. This should be used to summarize the scope of services that would be offered by your firm.

2.6 Proposers must submit **proposals** by date/time listed in Section 1.5:

- One (1) original and three (3) copies of the proposal;
- One (1) CD or USB Drive
- One (1) original of the cost proposal (Submitted in **SEPARATE SEALED ENVELOPE**).

All proposals shall be date/time stamped in by the Administration Department when received. Proposals not so stamped will not be accepted. Receipt of a proposal by another department in Dunn County does not constitute receipt of a proposal by the Administration Department of this RFP.

Dunn County will not accept electronic or faxed responses. Electronic and faxed responses will be rejected.

All proposals received in response to this request will become the property of Dunn County and will not be returned to the proposers.

2.7 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.

2.8 All costs represented:

The cost proposal form in Section 5 represents all costs to be considered in making comparisons in order to award the contract. Dunn County will not pay fees for services not itemized on the bid.

3 **PROPOSAL SELECTION AND AWARD PROCESS**

3.1 Proposal scoring:

Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in rejection of the proposal. In the event that all proposals do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue evaluation of the proposals which most closely meet the mandatory requirements of the RFP.

The Proposer's response to each of the requirements of this RFP shall be independently evaluated by each member of an evaluation committee, consisting of individuals who have been selected because of their special expertise and knowledge of the services that are the subject of this RFP. Proposers may not contact members of the evaluation committee at any time during this procurement process. The evaluation committee's scoring will be tabulated by the procurement administrator, and proposals will be ranked on the basis of their total scores. The cost portions of the proposals will remain sealed and unopened at this time.

Proposer's response must demonstrate an understanding of all the requirements. This may be done by citing how the Proposer has met these requirements in other similar situations. Each proposal shall be evaluated in all areas listed in Section 3.3. Failure of a proposer to provide clear and accurate information within submitted documents may be reflected in the scoring of evaluators. Upon the request of the evaluation committee, the procurement administrator may initiate inquiries for the purposes of confirming or verifying proposal information already provided. The evaluation committee and its members will not contact any proposer except through the procurement administrator.

An interview process may be deemed necessary by the evaluation committee and may be scheduled with one or more proposers to clarify and explain information given in the written submission. Such interviews shall be scheduled at a time and in a manner agreeable to the proposer, so failure to accommodate or fulfill interview requests from the committee through the procurement administrator may result in rejection of a proposal.

3.2 Right to reject proposals and negotiate contract terms:

Dunn County reserves the right to select the proposal deemed to best meet the requirements of the county, which may not be the lowest cost proposal. The evaluation committee reserves the right to reject any and all proposals at any time during the evaluation process.

The County may negotiate terms of contract with the selected Proposer based on the requirements in this RFP and the selected Proposer's response thereto. Dunn County reserves the right to waive any irregularities and technicalities that are not germane to a Proposer's ability to meet the requirements of the RFP.

3.3 Evaluation Criteria:

The proposal will be evaluated according to the following criteria:

Section Name	Percentage of Total
Background, Experience and Qualifications	20%
Technical Approach	30%
Financial	15%
Costs	35%

3.4 Final Evaluation, Award and Final Offers:

Based on information obtained through any inquiries, reference checks and interview process, the evaluation committee shall review their evaluations and may make adjustments to their individual scores. The procurement administrator shall make any changes in the scoring tabulation required by these adjustments, and the final rankings will be determined. Once there are no further criteria to be considered, and procurement administrator may open and score the cost proposal portions and tabulate final scores.

Dunn County intends to award a contract to the proposer whose response best meets the requirements of the RFP as reflected in the above criteria. The requirements of this RFP reflect the needs of the county.

There is no financial obligation on behalf of the County until a contract is signed. The contract shall be effective on the date of approval by Dunn County. Dunn County shall not be responsible for work done, even in good faith, prior to approval the contract. The selected Proposer will be considered the prime contractor and shall designate a contact person with regard to all contractual matters at the time the contract is signed.

3.5 Notification of Intent to Award:

All parties who respond to this RFP will be notified of Dunn County's intent to award the contract as a result of this RFP.

Vendor awarded the project will need to complete a Vendor Data Form and W9 located on the Dunn County website before payment can be processed.

http://www.co.dunn.wi.us/index.asp?SEC=4C87B31F-B107-43D5-A199-0C7A9E497919&Type=B_BASIC

4 SPECIFICATIONS

This RFP is for delivery of on-site inmate mental health services as needed for an inmate population at the Dunn County Jail located at 615 Stokke Parkway, Menomonie WI 54751. Experience in providing mental health services to correctional facilities is mandatory. All services will be awarded to one contractor; however, subcontractor relationships will be allowed.

Population Demographics:

- 2020 Dunn County Jail Average Daily Population = 94 (includes 22 Huber)
- Approximately 23% females & 77% males
- Typical length of incarceration 1-30 days.

Regardless of any increase in inmate population that may occur in the future, the level of staffing will not change unless the County obtains additional funds, in which case compensation for increased staffing would be mutually agreed upon.

Objectives:

To result in a contract between the successful proposer and Dunn County that will meet the following objectives:

- A. To deliver and maintain high quality mental health services to the inmate population that can be audited against the standards established by the Wisconsin Department of Corrections. Including:

DOC 350.17 Suicide prevention. The jail shall have policies and procedures relating to the supervision and housing of inmates who may be at risk of seriously injuring themselves, including the following components:

- (1) Obtaining documented information from the arresting or transporting agency to assess an inmate's potential for suicide or self-harm.
- (2) Intake screening of inmates that includes interview items and staff observation related to potential suicide risk.
- (3) Procedure for placement of an inmate on suicide watch. Policies and procedures relating to the procedure for placing an inmate on suicide watch shall include all of the following components:
 - (a) Immediate notification to designated supervisory staff if an inmate is identified as a suicide risk.
 - (b) Designation of housing areas and security precautions for inmates who are placed on suicide watch.
 - (c) Description of monitoring procedures for inmates on suicide watch, including frequency and documentation of wellness checks.
- (4) Identification of trained persons who may assess an inmate's level of suicide risk.
- (5) Notification to qualified mental health professionals within 12 hours of placement of a potentially suicidal inmate on suicide watch. Assessment by a qualified mental health professional shall be completed as soon as practicable.
- (6) Identification of qualified mental health professionals who are authorized to remove an inmate from a suicide watch status after an on-site face-to-face assessment.
- (7) Frequency of communication between health care and jail personnel regarding the status of an inmate who is on suicide watch.
- (8) Intervention protocol during an apparent suicide attempt, including life-sustaining measures.
- (9) Identification of persons to be notified in case of attempted or completed suicides.
- (10) Documentation of actions and decisions regarding inmates who are suicide risks, including all of the following:
 - (a) Individual initiating the suicide watch.
 - (b) Date and time watch was initiated.
 - (c) Reason watch was initiated.
 - (d) Name of supervisor contacted.

- (e) Date and time supervisor contacted.
 - (f) Name, date, and time of referral to mental health professional.
 - (g) DOC 350.17 Written documentation from the mental health professional removing an inmate from a suicide watch including name, date, and time.
 - (11) Implementation of 2 hours of annual documented staff training regarding suicide prevention and identification of risk factors.
 - (12) Access by staff to debriefing and support services.
 - (13) Implementation of an operational review following a suicide or significant suicide attempt.
- B. To operate all programs at full staffing as defined herein, and to use only Wisconsin licensed, certified and professionally trained personnel.
- C. To operate the services in a cost effective manner with full reporting and accountability to the Jail Administrator or his/her designee.
- D. To maintain an open, collaborative relationship with the current contracted medical care provider and administration and staff of the Dunn County Jail.
- E. To maintain complete and accurate records of services and to collect and analyze statistics on a regular basis.
- F. To operate the services in a humane manner with respect to the inmates needs/rights for basic mental health services.
- G. Maintain confidential, complete, and accurate records of care, and to collect and analyze healthcare statistics on a daily basis for generation of monthly and annual reports. Analysis should include information that will assist all parties in justifying current services and identify any need for enhanced medical services. These records of care will be the property of the Dunn County Sheriff Department or the custodian of records and will be maintained for a period of eight (8) years, in accordance with Wisconsin Department of Corrections standards.
- H. To establish policies and procedures to ensure that medical records generated are not released without first obtaining prior written authorization.
- I. To operate within the State and Federal privacy laws, including but not limited to HIPAA.

4.1 Section I – Background, Experience and Qualifications:

Section I should provide an overview of the organization's approach to this project. This may include an organizational vision or mission statement. Include your firm's experience and commitment in working with governmental bodies.

- A. Firm Profile: Provide general information on the responding firm, including: name, business address, telephone number, officers of the firm, and contact person(s) for this procurement. Provide the year the Proposer's firm was established, and former firm name(s) if applicable. State the number of years your firm has offered these services. Indicate the number of full-time personnel employed by your firm, separately listing the number of administrative personnel and the number of employees currently employed in staffing assignments. Identify the individual(s) in your firm who administer these contracts, and the individual who will be the project administrator for the Dunn County contract.

List any accreditations or qualifications of the individual(s) who will administer the Dunn County project. Also, describe how your firm will assure the competence and qualifications of individuals who will be assigned to the Dunn County project.

- B. Proposer's Team Information: Provide a project organizational chart that identifies the administrative employees of the Proposer's firm that would administer and manage the project. Specify the team members by their name, job title, and training. A brief resume of all individuals involved in the administration of this project should be included, and the evaluation committee shall evaluate these credentials as part of the score for "Experience and Qualifications." If the Proposer has more than one office which will be involved with the project, indicate the personnel from each office assigned to this project.
- C. References: Provide a minimum of three (3) references for projects of similar size, scope, and complexity located in Wisconsin (if available) indicating the Proposers recent experience with government institutions. References should be for projects where the Proposer is the prime contractor. Each reference should include the following:
- Project Identification: Name of project owner and type of project. Dunn County is especially interested in receiving references from projects that most closely match our process. Please note the contracts that were for government clients.
 - Project Date: Start and end dates
 - References: Names and contact information of references

4.2 Section II – Technical Approach:

The Proposer is to clearly define the services being provided and describe any changes that contractor feels are necessary. Proposers' responsibility hereunder as to each individual inmate/detainee of Dunn County Jail shall commence immediately upon the commitment of such person to the contract of the Sherriff at the Dunn County Jail.

A. Staffing:

Proposer is required to provide the following staffing. Include specific information as to total number of positions, position titles, and number of hours (FTEs) worked by each position:

- 12 hours total mental health services per week.

Proposer is required to notify the Jail Administrator or designee if staffing will be less than contracted for that week. Proposer is required to credit Dunn County for the actual cost of service hours not provided by any proposer medical staff position from the initial date of non-service at the contracted rate for the service. Examples are any mental health staff hours of coverage agreed to and scheduled but not filled, or services agreed to and scheduled but not provided. Any proposes mental health staff positions not present, prepared, and able to assume duties as scheduled per staffing plan will constitute an immediate discount of contracted cost for the current month.

B. Other Services & Supplies:

Company shall provide all personnel, supervision, supplies, equipment and pay all medical expenses necessary to provide the following services unless otherwise specifically noted herein:

- MENTAL HEALTH SERVICES
- GENERAL SERVICES

Medical and Prescription Services will is currently provided by ACH. The contractor shall work in collaboration with ACH in the care and prescription medication needs as dictated by Mental Health Professional(s).

- MISCELLANEOUS – APPLIES TO ALL SERVICES

Standards:

All services will be provided in accordance with applicable Federal State and Local laws and Wisconsin Department of Corrections, as well as, accepted professional standards.

Professional Licensure and Department of Revenue Registration:

1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.
2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

Personnel:

1. The Contractor will engage only licensed and qualified personnel to provide professional coverage. Note: Job sharing will be allowed provided there is a consistent schedule maintained between the individuals; i.e. set days/hours per week.
2. Dunn County prefers that the Contractor, where possible, consider hiring incumbent staff to assure continuity of services.
3. All personnel will be required to pass a background investigation conducted by the Dunn County Sheriff's Office. The cost of this investigation will be borne by Dunn County.
4. All personnel will comply with current and future federal, state, local laws, regulations, court orders, procedures.
5. Hiring and continued assignment of staff will be subject to the approval of the Dunn County Sheriff through the Jail Administrator. Vacancies must be filled within 30 days with no loss of service/coverage in the interim.

Schedules:

The Contractor will be responsible for setting up the work schedules of all of its employees to comply with the coverage requested in this Request for Proposal.

Security:

The Contractor's staff will be subject to all the security regulations and procedures of the Dunn County Jail. Contractor's staff will be briefed on security regulations and procedures.

Referrals:

The Contractor's staff will coordinate all appropriate inmate health care service referrals and/or consultations between the jail medical staff, the Human Services Department staff and other outside agencies for continuity of care purposes.

Security of Inmate Files:

Inmate medical files are of a confidential nature. The Contractor's employees will be allowed access to these files only as needed for their duties related to the contract and in accordance with the rules and laws established by the State of Wisconsin.

Contractor's Cooperation:

The contractor will maintain regular communications, as deemed necessary, with the Jail Administrator, Correctional Supervisors and Medical Professionals and will actively cooperate in all matters pertaining to this contract.

In-service Training:

In service training will be provided to correctional staff by the contract staff as requested by the County at no additional cost; i.e. will be in lieu of services provided for the amount of time required. This normally includes a required 2-4 hours annual in-service in suicide prevention, pertinent mental health topics and/or other mutually agreed upon topics. Training materials are typically handouts than can be reproduced on the County's copier. New correctional officers are trained in medication administration and all correctional officers are provided in-service refresher training in medication management annually.

HIPAA:

The contractor is responsible for complying with all current and future HIPAA (Health Insurance Portability and Accountability Act) regulations.

Transition and Implementation Plan:

Contractor must agree to work with the existing staff to transition services so that it is relatively seamless to inmates and staff. Contractor must submit a comprehensive Transition Implementation Plan. The quality, breadth and depth of the Plan are critical to the success of the contract start-up and the conversion from current staff/provider(s).

Plan Components:

The plan must describe activities during the thirty (30) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by Dunn County. The Plan must address key aspects that are critical to the success of the transition.

C. Proposer Responsibilities:

Proposer is responsible for all of the following services and shall:

- Submit schedules and staffing patterns for all medical services that reflect coverage as per the agreement.
- Manage and maintain inmate medical records.
- Provide statistical and management reporting systems as required by Dunn County and Department of Corrections.
- Submit copies of all inmate evaluations upon request to the Dunn County Sheriff's Office.
- Educate/train corrections staff and inmates.
- Complete an independent annual compliance evaluation.
- Adhere to Jail security procedures and codes of conduct.
- Maintain a collaborative working relationship with Dunn County Jail and other Dunn County agencies and proposers.

4.3 Section III – Financial Information:

- A. Financial History of Proposer's Firm: Provide a copy of your most recent annual report and a copy of the current balance sheet. Publicly held companies should include a 10K or annual report. Include any additional information that pertains to the financial soundness of the firm.
- B. Full disclosure of all lawsuits and claims filed against proposer in the past five (5) years.

4.4 Section IV – Performance Contract Documents:

- A. Contract Documents: Provide a copy any contract documents that you propose be used for this project.

4.5 Appendix:

- A. Official Statement by Proposer: The RFP submittal must contain a statement to the following effect, signed by an individual authorized to bind the Proposer:

- Summarize that you understand the RFP requirements;
- Indicate who will be the Proposer's authorized representative, including name, title, address, e-mail address, phone and fax. The person identified shall be empowered to make binding commitments for the Proposer;
- The Proposer has read and agrees to the terms and conditions set forth in this RFP;
- The terms and conditions set forth in the submittal will remain open for at least 120 days from the deadline for submittal;
- Commitment to beginning the project within 45 days of finalizing the contract;
- Proposer understands Dunn County may award a contract in part, in full, or give no award at its discretion;

Submittals must be signed by a company official(s) authorized to commit to such submittals. **Failure to execute, sign and submit this form together with all required copies of the submittal package will be a basis for disqualification.**

NOTE: Proposers are encouraged to include any additional descriptions of their qualifications and experience germane to the requested information in the Appendix. Any lengthy documents should be summarized in the main body of the qualifications with supporting information included in appendixes.

5.0 COST PROPOSAL:

Proposers must fill out the attached "**Dunn County – Jail Mental Health Services Cost Proposal**" and submit as indicated in Section 2.6.

State of Wisconsin
Dunn County
Substitute **W-9**



DO NOT send to IRS

Taxpayer Identification Number (TIN) Verification

Print or Type

Please see attachment or reverse for complete instructions.

This form can be made available in alternative formats to qualified individuals upon request.

<p>➤ 5 Legal Name (as entered with IRS) If Sole Proprietorship or LLC Single Owner, enter your Last, First, MI.</p>	<p>➤ Entity Designation (check only one) <u>Required</u></p> <p><input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation (includes service corporations) <input type="checkbox"/> Limited Liability Company – Partnership <input type="checkbox"/> Limited Liability Company – Sole Proprietor <input type="checkbox"/> Limited Liability Company - Corporation <input type="checkbox"/> Government Entity <input type="checkbox"/> Hospital Exempt from Tax or Government Owned <input type="checkbox"/> Long Term Care Facility Exempt from Tax or Government Owned <input type="checkbox"/> All Other Entities</p>
<p>➤ 6 Trade Name Enter Business Name (if different from above)</p>	<p>➤ Taxpayer Identification Number (TIN) <u>Required</u></p> <p>If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you show the SSN.</p>
<p>➤ Remit Address (where check should be mailed) PO Box or Number and Street, City, State, ZIP + 4</p>	<p>Check Only One <u>Required</u> (see "Instructions")</p> <p><input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)</p>
<p>➤ Order Address (where order should be mailed; only if different from remit) PO Box or number and street, City, State, ZIP + 4</p>	
<p>➤ 1099 Address (for return of 1099 form; only if different from remit) PO Box or number and street, City, State, ZIP + 4</p>	

6.1 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number ()
Signature		Date (mm/dd/ccyy)

For Agency Use Only

Return completed form via facsimile machine or to the address listed below.

Failure to file this form will require Dunn County to begin backup withholding of 28% on future payments and mail to the IRS.

If an effort to be sustainable Dunn County requests (whenever possible) you email this completed form back to the Dunn County employee/department with whom you are working.

Cost Proposal & Signature Page Dunn County – Jail Mental Services

We, the undersigned, propose to provide inmate healthcare services to the inmates of the Dunn County Jail at the following cost:

Mental Health Services of 12 hours per week:

2021 Rate \$ _____
 2022 Rate \$ _____
 2023 Rate \$ _____

(There will be no per diem credit/cost adjustments for ADP)

Authorized Signature	Name (Please Print)	Title
Name of Firm	Street Address	City/State/Zip
Date	Phone #	Fax#
Email Address		

NOTE: Bids must be submitted to Administration Department not later than **2:00pm local time October 16, 2020**. Late bids will be returned unopened. Please seal this Proposed Cost Sheet in a separate envelope and clearly mark "Sealed Bid for Project #2020-06.

PROPOSAL SUBMISSION REQUIREMENTS

- A. **No information provided verbally, or by any other personnel, will be considered binding.** All proposers should use this written document and its attachments as the sole basis for proposal at this time.
- Additionally, DUNN COUNTY prohibits communication initiated by the proposer to any County official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.
- B. **CONTENTS OF PROPOSAL** - All attachments, additional pages, addenda or explanations supplied by the vendor with this proposal will be considered as part of the proposal response.
- If an oral presentation/interview is required of selected finalists, it shall be at the proposer's expense. However, an award may be made without discussion with the proposers. Therefore, proposers are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint. Unnecessarily elaborate brochures or other presentations beyond that required to present a complete and effective proposal are not desired.
- C. **NONCONFORMING TERMS & CONDITIONS** - A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as non responsive. Dunn County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to making a determination of responsiveness.
- D. **ALTERNATE PROPOSALS** - An alternate proposal is viewed by the County as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its prime proposal. The County may consider or reject any or all alternate proposals submitted.
- E. **RESERVATIONS** - This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. Dunn County reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of Dunn County to do so.
- F. **NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS** - No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the proposal or contract.
- G. **AMENDMENT OF PROPOSALS** -
- By County:** Requests for Proposals may be amended by the Procurement office in response to the need for further clarification, specifications and/or requirements changes, new opening date, etc.
- By Vendor:** Proposals may only be amended after receipt by the Procurement office by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by Dunn County.
- H. **WITHDRAWAL OF PROPOSALS** - Proposals may be withdrawn only in total and only by a written request to the Procurement office prior to the time and date scheduled for opening of proposals.
- I. **OTHER CONSIDERATIONS** - Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The County reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the proposer as deemed appropriate.

CONTRACTUAL REQUIREMENTS

1. **INSURANCE REQUIREMENTS** – Proposer shall agree that it will, at all times during the term of the contract, keep in force and effect insurance policies in accordance with the provisions below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Dunn County will be named as additional insured with respects to General Liability. Prior to execution of the written contract, the successful proposer shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty - (30) days advance notice of cancellation or no renewal during the term of the contract.

OSHA and Worker's Compensation and Employer's Liability Insurance – Maintain and comply with OSHA rules and regulations while on Dunn County premises and Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. The County shall not be liable to successful Resident, its employees, or subcontractors for any injuries to them arising out of the performance of work under this agreement. Successful Proposer agrees and shall ensure that its subcontractor's and each of their worker's compensation insurance carriers shall agree to waive any and all rights of recovery from the County for worker's compensation claims made by their employees. The successful Proposer agrees that the indemnification and hold harmless provisions within this agreement extend to any claims brought by or on behalf of any such employee.

Professional Liability – When required, minimum coverage is \$1 million. Provide, upon request, an insurance certificate(s) indicating this coverage, covering the period of this agreement/contract.

Failure to submit an insurance certificate, as required, can make the contract voidable at the County's discretion. Additionally, the Proposer shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor and approved by Dunn County.

2. **APPLICABLE LAW** - Any law suits related to or arising out of disputes under this contract shall be commenced and tried in the Circuit Court of Dunn County, Wisconsin and Dunn County and successful proposer shall submit to the jurisdiction of the Circuit Court for such lawsuits.
3. **NONDISCRIMINATION** -Dunn County is committed to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical or mental handicap in regard to any position for which qualified.

Further you are advised that as a contractor, subcontractors, vendor, or lessee of Dunn County, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age, or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirement of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part you may be declared ineligible for further contracts or purchase orders

4. **INDEPENDENT CONTRACTOR STATUS** - The Proposer agrees that it is an independent Contractor with respect to the services provided pursuant to this contract. Nothing in this contract shall be considered to create the relationship of employer and employee between the parties.
5. **AMENDMENTS TO CONTRACT** - This contract may be modified only by written amendment to the contract, signed by both parties.
6. **AUDITOR ACCESS** - In the event that Dunn County deems it necessary to conduct an audit or inspection, Proposer shall, during normal business hours, furnish or make available at a time designated by Dunn County and in the form required by Dunn County, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in Proposer's custody or control.

Proposer shall provide Dunn County inspectors or auditors access to all property, equipment and facilities in Proposer's custody or control relating to this contract. Proposer shall be expected to provide, at Proposer's expense, reasonable time by Proposer's personnel as may be required for Dunn County inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

7. **PUBLICITY RELEASES** – Proposer agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Dunn County.
8. **INDEMNIFICATION AND DEFENSE OF SUITS** - The Proposer agrees to indemnify, hold harmless, and defend Dunn County, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the successful proposer, its employees, agents or subcontractors.
9. **FORCE MAJEURE**. If the performance of any part of this Contract by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Contract shall immediately be suspended. If the period of nonperformance exceeds fifteen (15) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Contract.
10. **TERMINATION OF CONTRACT** - If through any cause, the Proposer shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Proposer shall violate any of the covenants, agreements or stipulations of this contract, Dunn County shall thereupon have the right to terminate this Contract by giving written notice to the Proposer specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Proposer under this contract shall, at the option of Dunn County, become the property of Dunn County.

Notwithstanding the above, the Proposer shall not be relieved of liability to Dunn County for damages sustained by Dunn County by virtue of any breach of the contract by the Proposer, and Dunn County may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due to Dunn County from the Proposer is determined.

Dunn County further reserves the right to terminate this contract at any time for any reason by giving vendor a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder unless agreed in advance by Dunn County. The vendor will be paid according to the contract for services rendered through the date of termination.

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of Dunn County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, vendor shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to Dunn County at least one hundred twenty (120) days before the effective date of termination.

The vendor must cooperate with Dunn County in the event of termination so as to ensure that Dunn County can maintain continuity of service delivery.

11. **PREVAILING WAGE** - The contractor shall abide by the State of Wisconsin, Department of Workforce Development prevailing wage requirements (State Statute 66.0903) if applicable.
12. **INVOICING** - The County is subject to payment provision of 1989 Wisconsin Act 233. The County, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (30) days as long as the properly completed invoice or receipt is received on or before the 4th of the month. If a properly completed invoice or receipt is not received by the 4th of the month, the contractor waives the right to collect interest under 1989 Wisconsin Act 233 if payment is not made within thirty (30) days.
13. **TAXES** – Dunn County and its Departments are exempt from payment of all federal taxes and Wisconsin state and local taxes on its purchases except Wisconsin excise tax as described below:
1. Dunn County, including all of its departments, is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco product, motor vehicle fuel engine oil, and aviation fuel. However, Dunn County is exempt from payment of State of Wisconsin sales or user tax on this purchase. Dunn County may be subject to other states taxes on its purchases dependent upon the laws of that state.
 2. Contractors performing construction activities are required to pay state user tax on the cost of materials.
 3. The Wisconsin Department of Revenue does not issue states sales exempt numbers to Counties per Wisconsin Statute 77.54(9)(a).
14. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**
1. By signing this proposal, the proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The process in this proposal has been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
15. **CONTRACT** - The Proposer will be required to enter into a formal contract with Dunn County. Any contract resulting from the acceptance of the proposal shall be on forms supplied by the County.

JAIL MENTAL HEALTH SERVICES VENDOR REFERENCES

Reference #1

1) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of WI Sites _____ Number of Inmates _____

Facility Type ___ Jail ___ Prison ___ Juvenile ___ Other

Accreditation ___ ACA ___ NCCHC ___ Other

Contract Term (original, extensions, renewals, rebids) _____

Contract End Date _____ If terminated, specify by whom ___ agency ___ PROPOSER

Reason _____

___ Lost in Rebid --- Reason _____

___ Other, specify --- Reason _____

Reference #2

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of WI Sites _____ Number of Inmates _____

Facility Type ___ Jail ___ Prison ___ Juvenile ___ Other

Accreditation ___ ACA ___ NCCHC ___ Other

Contract Term (original, extensions, renewals, rebids) _____

Contract End Date _____ If terminated, specify by whom ___ agency ___ PROPOSER

Reason _____

___ Lost in Rebid --- Reason _____

___ Other, specify --- Reason _____

Reference #3

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of WI Sites _____ Number of Inmates _____

Facility Type _____Jail _____Prison _____Juvenile _____Other

Accreditation _____ACA _____NCCHC _____Other

Contract Term (original, extensions, renewals, rebids) _____

Contract End Date _____ If terminated, specify by whom _____agency _____PROPOSER

Reason _____

____Lost in Rebid --- Reason _____

____Other, specify --- Reason _____

**ATTACHMENT A – SITE VISIT RESERVATION
Jail Mental Health Services
Project # 2020-06**

The firm named below intends to send _____ (Number of representatives) to the Site Visit concerning **Jail Mental Health Services RFP**, which will be held on **October 7, 2020** beginning at **10:00am local time** at the **Dunn County Judicial Center (Sheriff Department lobby), 615 Stokke Parkway, Menomonie WI.**

Firm Name: _____

Persons(s) Attending: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail: _____

Please complete and submit this form for delivery via e-mail prior to **8:00am local time on October 13, 2020**. Your cooperation will be appreciated.

Dunn County
Department of Administration – Suite 225
3001 Highway 12 East
Menomonie WI 54751
Attn: John McLaughlin
Phone: (715) 231-6584
Fax: (715) 232-1324
jmclaughlin@co.dunn.wi.us