

REQUEST FOR PROPOSALS



JUSTICE PROGRAM ASSISTANT COORDINATOR

MONROE COUNTY
JUSTICE DEPARTMENT

January 25, 2012

INTRODUCTION

Monroe County is committed to providing programs and alternatives to incarceration that strive to reduce jail overcrowding, as well as offender recidivism. The purpose of this RFP is to solicit interested, highly qualified service providers to provide the coordination of the Community Service Work and Bond Monitoring Programs for offenders incarcerated, offenders out on bond, offenders sentenced or those on extended/minimal supervision, that have been placed on probation to reduce jail overcrowding, offender recidivism, reduce non-payment of fines and to enhance Monroe County's current continuum of sanctions to meet the needs of the criminal justice system in Monroe County.

The individual programmatic elements of the RFP are contained in the **SCOPE OF SERVICES**. Be cognizant of the County's need for measurable outcomes and clearly defined target groups.

This will be a one (1) year contract with possibility of renewal.

PROPOSALS

The proposal should describe the Service Providers approach to the Scope of Services. The proposal should provide sufficient detail to enable the selection team to thoroughly evaluate and compare it with other proposals. It should include the following information and any other information the Service Provider believes is pertinent to this proposal.

1. Provide a description of the Service Provider's work approach to the overall, broad tasks and objectives identified in the Scope of Services. Include any concepts, techniques and tools which the Service Provider intends to utilize in the program.
2. Identify any information/resources which will be needed for the program and who will be expected to provide these items.
3. Describe the Service Provider's intended working relationship with County staff, including the level of assistance anticipated for completion of the necessary tasks.
4. This program may not be subcontracted out.
5. Explain fully the intended working relationships and responsibilities of each component of the proposal.
6. Provide a cost estimate of the program services for which the Provider is submitting a proposal. The cost estimate should include any administrative labor and costs, mileage, tools, vehicles or any other direct expenses.
7. Provide a narrative of vendor qualifications including certifications and minimal professional licenses/experience that will be utilized to hire and deliver said services.
8. Please describe your administrative plan for managing the proposed services. Provide resumes and/or stated minimum qualifications by position description of all professionals who will be actively working on this program. Resumes should list related program experiences and general program duties. Provide a proposed staffing plan that will detail services to be delivered Monday through Saturday with exception to work varied days for special events such as community sponsored festivals, etc.
9. Provide a proposed implementation schedule to demonstrate an understanding of the work flow.
10. Provide policies and procedures for similar program models or draft policies and procedures for proposed programs along with current references.

PROPOSAL SPECIFICS

1. Any restrictions on the use of data contained within the proposal must be clearly stated in the proposal itself. **Non-disclosure cannot** be guaranteed after the selection stage of this procurement process due to public records law considerations.
2. Specify how and by what means data will be collected and disseminated to the Monroe County Circuit Courts, Municipal Courts, WI Dept. of Corrections and the Monroe Justice Programs Coordinator. The County reserves the right to reject in whole or in part any and all proposals. This solicitation may also be canceled in whole or in part if determined to be in the best interest of the County.

3. Questions regarding the provisions of the RFP may be directed to:

Peggy Thorson
Monroe County Justice Programs Coordinator
128 S. Water St., Suite B
Sparta, WI 54656
(608) 269-8797

4. Submit three (3) copies of the proposal within a single sealed envelope or container. The lower left corner of the envelope should have the following notation:

"PROPOSAL: MONROE COUNTY – JUSTICE PROGRAM COORDINATION FOR ADULTS."

5. Proposals shall be received by **3:00 p.m. Wednesday, February 22, 2012** to:

Catherine Schmit
Monroe County Administrator
14345 County Highway B, Room 3
Sparta, WI 54656

6. A phone call and/or email responding to your written inquiries will be returned within a reasonable timeframe and will be provided to all interested Service Providers.
7. The Purchasing Agent for the County is the County Administrator.

SELECTION PROCESS CALENDAR

The anticipated calendar for the selection process is as follows.

PROPOSAL DUE DATE

Proposals are due in the County Administrator's Office by **3:00 p.m., Wednesday, February 22, 2012**. Proposals received after that date and time will **NOT** be accepted. Actual receipt by said time is required and deposit in the mail is insufficient.

PROPOSAL REVIEW

All sealed proposals received will be opened and reviewed in the presence of the County Administrator or other assigned representative. Service Providers that demonstrate substantial qualifications, experience and those that submitted all required information within the defined timeframe will be reviewed and recommendations submitted to the Public Safety and Justice Committee for approval on March 12, 2012.

SERVICE PROVIDER SELECTION

Consideration of the following criteria will be scored by the County Administrator/purchasing agent and Peggy Thorson (a third evaluator may be added at the purchase agent's discretion). All program components will be evaluated separately.

1. Past experience and performance of the Service Provider and program team with similar programs. (20%)
2. Quality and content of the written proposal. (5%)
3. Specialized experience and technical competence of the Service Provider and program team as they relate to the specific needs of this program. (10%)

4. Familiarity of the Service Provider with local criminal justice systems and associated problems, including alternatives applicable to this program. (20%)
5. Ability to begin satisfactory delivery of services within the necessary time frame and ability to provide appropriate equipment necessary to deliver services, as well as proof of proper liability insurance and workers compensation for employees. (15%)
6. Cost of total program services. (30%)

AWARD OF PROGRAM SERVICES CONTRACT

Receipt of proposals and subsequent award of the contract will be approved by Monroe County Administrator, Catherine Schmit with the advice of Justice Programs Coordinator, Peggy Thorson and recommendation from applicable Monroe County committees of jurisdiction. The final scope of the program may vary from the proposal depending on needs and resources at the actual time of award. If, FOR ANY REASON, Monroe County is unable to successfully conclude negotiations, MONROE COUNTY RESERVES ALL RIGHTS TO CANCEL ANY FURTHER NEGOTIATION. All proposals shall be a matter of public record upon award of the contract.

SCOPE OF SERVICES

Justice Program Assistant Coordinator

Purpose: The purpose of this RFP is to solicit interested, highly qualified service providers to provide the coordination of the Community Service Work and Bond Monitoring Programs for offenders incarcerated, offenders out on bond, offenders sentenced or those on extended/minimal supervision that have been placed on probation to reduce jail overcrowding, offender recidivism, reduce non-payment of fines and to enhance Monroe County's current continuum of sanctions to meet the needs of the criminal justice system in Monroe County.

Description:

Target Population: Monroe County offenders referred through the Monroe County Circuit Courts, District Attorney's Office, Municipal Courts, Monroe County Justice Program participants, and WI Department of Community Corrections – Probation/ Parole (extended supervision).

Program annual number of participants: Average 10-20 individuals/week, 52 weeks/year

Projected percent of positive completions: Participant must complete 100% of assigned service or no credit is provided for the hours worked.

Average projected number of community service work sessions per offender: 20 hours to as many as 300 hours per year have been requested. Inmates are generally allowed to work off up to 1/2 of their sentence by completing 1 day of community service work (8 hours) for 1 day off of jail sentence when completing their community service work through the county program. Completion of work through a private provider may require 3 days worked for one day relieved. Inmates guilty of certain offenses (i.e. Operating While Intoxicated) may not be permitted to work day for day off of their sentence per restrictions put in place by the Judge of Jurisdiction, Monroe County Jail or Justice Department rules.

Equipment generally utilized for Community Service Work Program operations:

Lawn mowers (5 push mowers, 1 Rider), fuel and maintenance of equipment

Leaf blowers

Rakes, brooms, shovels, salt for sidewalks, hedge clippers, ax, wood splitter, trash bags for misc. refuse uses; trash bags for highway provided

Misc. tools such as hammers, drills, bits, chisels, Ice chippers, painting tools & supplies

Car washing/waxing supplies

Bow saw

JOB DESCRIPTION:

Title: Justice Program Assistant Coordinator

Department: Justice

Title of Immediate Supervisor: Justice Department Coordinator

Fair Labor Standards Act Category

Exempt

Basic Functions and Responsibilities

Under oversight of the Justice Department Coordinator, the Assistant Program Coordinator administers the coordination of the Community Service Work and Bond Monitoring Programs.

Essential Duties and Responsibilities

- Screens, makes referrals and assessments, performs intake, placement and orientation duties specific to participant's abilities;
- Responds to inquiry of services and referrals from community members, offenders, referral sites, host sites, etc. in a timely manner;
- Maintains computerized retention/tracking program records, and provides documentation to other records systems, such as the courts, human services and corrections, as required;
- Performs case management tasks including generating participant reports, intervention and tracking participant activities through verification of work completed at approved sites and non-profits;
- Assists in development and implementation of high risk/emergency procedures, operational policies and safety standards as needed;
- Coordinates with other community corrections personnel and Community Service work sites in recruiting agencies to supervise participants and further develop work sites and projects;
- Review and establish program objectives as needed; ensure program objectives are met;
- Represents the Community Service Program at various community meetings or functions;
- Keeps Justice Department Coordinator informed daily of activities;
- Completes reports as needed;
- Responsible for maintaining program equipment inventory;
- Coordination of the bond monitoring program
- Provide on-call coverage for two evenings per week and/or as needed to fill in for department absences for the bond monitoring program;
- Provide office coverage during absences of the Justice Department Coordinator, as needed;
- Any other duties as assigned by the Justice Department Coordinator

Physical Demands: A large percentage of time is spent sitting, walking, standing, talking, hearing, handling, fingering, using near and far vision, and judgment. May be exposed to adverse weather, environmental and atmospheric conditions. Potential for physical attack or injury. May be required to stoop, crawl, run, grapple, climb, balance, bend, reach, lift, carry, push/pull up to 50 pounds or more, travel and/or move about the work sites intermittently.

Supervision Exercised

Community Service Work Program Supervisor and community service program participants.

Qualifications

1. Prefer bachelor's degree in Criminal Justice, Human Services or closely related field.
2. Minimum of two years' experience working with adult and juvenile offenders.
3. Experience in construction field including use of power and hand tools helpful.
4. Equivalent combination of education and experience from which comparable knowledge and abilities can be acquired.
5. Valid Wisconsin driver's license.

Closing Statement

This description has been prepared to assist in evaluating responsibilities, duties and skills of the position. It is not intended as a complete list of specific responsibilities and duties, nor is it intended to limit duties to those listed. It is understood that the Justice Department Coordinator has the right to assign, direct, and modify duties and responsibilities listed and that duties not mentioned that are of similar kind or level of difficulty shall not be excluded.

TERMINATION OF CONTRACT

The County may, for its convenience, terminate this contract at any time with 30 days' written notice from the County to SERVICE PROVIDER by certified mail.

CHANGE ORDERS

The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the County from exercising its reserved right to establish reasonable time schedules of and for any of the work or services to be performed by SERVICE PROVIDER hereunder, nor to cancel any of the services not performed at the time notice is given to SERVICE PROVIDER of the cancellation of such services or portion of the work to be performed hereunder.

GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

NO SUBCONTRACTING THE SERVICES

NONAPPROPRIATION OF FUNDS

Notwithstanding anything contained in this contract to the contrary, no Event of Default shall be deemed to have occurred under this contract if adequate funds are not appropriated during a subsequent fiscal period during the term of this contract so as to enable the County to meet its obligations hereunder, and at least thirty (30) days written notice of the non-appropriation is given to SERVICE PROVIDER.

HOLD HARMLESS

SERVICE PROVIDER hereby agrees to release, indemnify, defend, and hold harmless MONROE County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Monroe County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

In connection with the performance of work under this contract, SERVICE PROVIDER agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. SERVICE PROVIDER is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Monroe County, a public entity. SERVICE PROVIDER is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Monroe County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. There will be no sub-contracting of these services.

INSURANCE REQUIREMENTS

SERVICE PROVIDER shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by Monroe County, nor shall SERVICE PROVIDER allow any subcontractor to work.

- (a) **Worker's Compensation Insurance.** SERVICE PROVIDER shall obtain and maintain throughout the duration of this contract statutory Worker's Compensation insurance for all of its employees employed at the site or while working on this program.

- (b) **General Liability, Vehicle and all equipment utilized for program and Professional Liability and Property Damage Insurance.** SERVICE PROVIDER shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability and Property Damage Insurance as shall protect him/her performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by SERVICE PROVIDER, or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- ! Comprehensive General Liability \$1,000,000 per occurrence and in aggregate for bodily injury and Property Damage.
- ! Professional Liability Coverage, \$1,000,000 per occurrence and in aggregate.
- ! Automobile Liability \$1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- ! Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.

PROOF OF INSURANCE

SERVICE PROVIDER shall furnish Monroe County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that SERVICE PROVIDER meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or program covered. The Certificate of Insurance shall be delivered to the Owner, with a copy of the Certificate of Insurance to be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the program. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form.

DISPUTE RESOLUTION

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to 802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this program so as to provide for expedient dispute resolution.

NON-DEBARMENT CLAUSE

By submitting a proposal the SERVICE PROVIDER hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. SERVICE PROVIDER further agrees and certifies that sub-contracting of services will not take place.

STATEMENT OF COMPLIANCE

By submitting a proposal the SERVICE PROVIDER certifies they have carefully reviewed Monroe County's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, ADA compliance, insurance requirements/proof of insurance, dispute resolutions, non-debarment, and is in full compliance with all statements and requirements. This contract language is incorporated herein by specific reference as if set forth in full. Any statements set forth in this contract document that conflict with Monroe County's contract language are superseded by Monroe County's required contract language.