



# Dane County Department of Human Services

## Request for Proposal (RFP)

Revised 02/2022

**RFP NUMBER:** 423005-ACM

**RFP TITLE:** Mental Health Case Management and Medication/Prescriber Services

**RFP DEADLINE:** June 1, 2022  
2:00 p.m. (CT)

**PROPOSALS MUST BE SUBMITTED:** Via the online form here:  
<https://fs29.formsite.com/E1fCND/9m6bfioyva/index.html>

NOTE: The time stamp on the form submission will be the time stamp used to determine if the submission was received by the stated deadline.

**DIRECT INQUIRES TO:** Katie O'Brien  
Grants Manager  
[dcdhsrfp@countyofdane.com](mailto:dcdhsrfp@countyofdane.com)

*Late, faxed, mailed, hand-delivered, incomplete or unsigned proposals will be rejected.*

### PROPOSAL SUBMISSION CHECKLIST

- |                                                     |                                          |                                                                         |
|-----------------------------------------------------|------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Attachments | <input type="checkbox"/> Complete Narrative and Upload Documents Online |
| <input type="checkbox"/> Read All RFP Documents     | <input type="checkbox"/> Cost Proposal   |                                                                         |

DATE ISSUED: April 1, 2022

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# 1.0 RFP Overview

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## 1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document and to inform them of basic requirements that the County uses as part of its standard contract process.

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

**The contact listed on the cover page of this RFP is the sole point of contact for questions and issues that may arise during the RFP process.**

## 1.2 Clarification of the Specifications

Inquiries concerning this RFP must be emailed to [DCDHSRFP@COUNTYOFDANE.COM](mailto:DCDHSRFP@COUNTYOFDANE.COM). Responses to questions concerning RFP content will be posted to the website. Please check the [website \(https://providers.dcdhs.com/Partnering-With-Dane/Open-RFPs\)](https://providers.dcdhs.com/Partnering-With-Dane/Open-RFPs) routinely to receive any updates or changes to this RFP.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the Calendar of Events (Section 1.3).

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.

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.

One or more organizations may collaborate to submit a single proposal. The application shall include clearly delineated channels of communication, duties, and memorandums of understanding where applicable.

## 1.3 Calendar of Events

Listed below are specific and estimated dates and times of action 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 an addendum to this RFP and posting such an addendum on the [website \(https://providers.dcdhs.com/Partnering-With-Dane/Open-RFPs\)](https://providers.dcdhs.com/Partnering-With-Dane/Open-RFPs). There may or may not be a formal notification issued for changes in estimated dates and times.

DATE	EVENT
April 1, 2022	RFP Issued
April 15, 2022	Last day to submit written inquiries (4:30 p.m. CST)
April 22, 2022	Addendums or supplements to the RFP posted on the Human Services website.
June 1, 2022	Proposals due (2:00 p.m. CST)
TBD	Interviews (if needed)
August, 2022	Notification of Intent to Award (estimate)
January 1, 2023	Anticipated Contract Start Date

#### 1.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Narrative	Points
<b>Program Description</b> (Section 3.1)	15
<b>Program Strategies &amp; Activities</b> (Section 3.2)	30
<b>Experience &amp; Qualifications</b> (Section 3.3)	20
<b>Quality Improvement</b> (Section 3.4)	15
<b>Cost</b>	<b>Points</b>
<b>Cost Proposal</b>	20
<b>Total</b>	<b>100</b>
	Local Vendor + 0-5

#### 1.5 Submittal Instructions

Proposals must be received by the Dane County Department of Human Services by the specified time stated on the cover page of this RFP. All proposals must be submitted via the online form. Proposals received in response to this solicitation will not be returned to the proposers. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified.

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

Specific instructions on completing the online form are located [here](#). Technical questions regarding submission should be directed to [dcdhsrfp@countyofdane.com](mailto:dcdhsrfp@countyofdane.com).

## 1.6 Contract Term and Funding

The contract shall be effective on the date indicated on the contract execution date and shall run for one year from that date, with an option by mutual agreement of the County and contractor, to renew for four (4) additional one-year periods.

At the time of contracting with the Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

Contracts with the Department of Human Services limit administrative costs/expenses to a 15% ceiling.

## 2.0 Project Overview and Scope of Services

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### 2.1 Definitions and Links

The following definitions and links are used throughout the RFP.

**County:** Dane County

**Department:** Department of Human Services

**Dane County Dept. of Human Services Website:** <https://www.danecountyhumanservices.org>

**Fair Labor Practices Website:** [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>

**Dane County Purchasing:** <https://www.danepurchasing.com>

**Proposer/Vendor/Firm/Contractor:** a company submitting a proposal in response to this RFP.

### 2.2 Program Description

The behavioral health system is made up of consumers who have a variety of service needs including crisis services, stabilization, short-term and long-term services. To address this vast and important need, we are submitting a Request for Proposals (RFP) for Targeted Case Management with Prescriber services. The ability to provide both Case Management and Prescriber services is a required piece of this RFP, although not every consumer will need both services. Programs who apply are able to tailor both case management and prescribing services to best fit the consumer's needs. This includes the ability to target specific populations as well as general behavioral health concerns. This RFP also allows providers to request an enhancement to this RFP if interested in providing specialized and targeted services for substance use disorder and co-occurring disorders.

Providers will have the ability to bill both Medicaid Crisis as well as Medicaid Targeted Case Management for service provision. Providers will work directly through the County to receive

referrals and prioritize based on County identified prioritization. Target populations include those who are at risk for institutionalization and hospitalization, those struggling with co-occurring disorders, individuals with severe and persistent mental illness, and those who are at risk of incarceration or further law enforcement interactions. Providers are expected to prioritize appropriately to ensure that each new consumer referred will have the ability to see a prescriber on an interim, short-term, or long-term basis depending on the needs of the consumer and program capacity.

Providers will ensure services provided are evidence based, culturally competent, trauma informed, and person centered.

## 2.3 Goals

The goal of this RFP is to address needs within Dane County's mental health system in regards to case management and prescribing services. Case management services, hereby referred to as Targeted Case Management (TCM) in this RFP, shall include consumer-centered, culturally responsive, and recovery-oriented services. There are core elements to TCM that can achieve the following goals:

- 55% of consumers will stay out of inpatient hospitalization each year.
- 50% of consumers will have stable housing. Stable housing includes private residence or household, supported residence, community-based residential facility (CBRF) or group home.
- 50% of consumers will report increased quality of life upon self-report each year.
- 20% of consumers will be involved in structured, daily activity. Structured activities include employment, educational, social, volunteer activities.

Prescribing services shall be consumer-centered, culturally responsive, and recovery-oriented. Prescribing shall be offered to all consumers and achieve the following goals:

- 55% of consumers will stay out of inpatient hospitalization each year.
- 50% of consumers will report increased quality of life upon self-report each year.
- 50% of consumers will have natural supports available to them throughout the year, per self-report.
- Consumers with a prescribing need will meet with a prescriber within five business days of program enrollment.

## 2.4 Needs/Expectations

All providers are required to provide both TCM and prescribing services. Provider shall provide TCM and prescribing services to consumers in person as the default service location, but telehealth services may be provided with adherence to the [MA telehealth policy](#). All persons served shall be adult residents of Dane County and have at least one of the following:

- Primary serious and persistent mental illness

- Have a less severe mental illness that has responded to psychotropic medications
- Have a diagnosable co-occurring substance use disorder that is either documented to be chronic in nature or is placing the person at imminent risk of an acute treatment episode in a psychiatric hospital or mental health institute.

Provider will complete individual assessments, service plans, and case notes. Supervision for staff is required and is further detailed below.

Provider is expected to utilize evidenced-based practices (EBPs) whenever possible. EBPs are approaches that are appropriate to the population of focus and are validated by documented research evidence. EBPs that are relevant for this population may be found in a [federal registry](#) or in a peer-reviewed journal.

### **PRESCRIBING**

Psychiatric prescribing shall be offered and available to all consumers of a TCM program. Once the consumer has been established with the program, the prescriber may transition the consumer to another prescriber based upon that individual's insurance and ability to obtain long-term prescribing. The goal of transitioning the individual to a long term prescriber is to ensure the TCM prescriber has slots for new clients. The TCM program may continue to be the consumer's long-term prescriber as needed, but in order to ensure the program maintains capacity to serve new clients with prescription needs, those consumers who have the means and/or insurance to switch providers will be assisted in doing so in a way that ensures continuum of care.

Provider shall:

- Offer TCM and prescribing services together or independent of one another, dependent on the consumer's needs.
- Offer prescribing services for all new admissions on an interim basis to ensure every consumer has access to prescribing services.
- Bill third party insurance and Medicaid prior to billing the County contract. This includes the expectation that prescribers will attempt to get on the various insurance panels and HMOs, as needed.
- When paired with case management, prescribers are considered part of the case management team and need to communicate openly with the case manager as well as other service providers the consumer might have.
- Have prescribers see consumers as clinically indicated as well as at least every three months for review of medication list, side effects, symptoms, and changes necessary.
- Work with each consumer to ensure access to prescriptions with assistance from their case manager.

### **CASE MANAGEMENT**

Case management services should include the following services, as necessary:

- a) Supportive counseling
- b) Behavior skills practice and coping mechanisms
- c) Smoking cessation and other wellness groups
- d) Identification of housing needs and applications
- e) Help with living situation, including learning to maintain cleanliness and order and how to interact with neighbors and landlords
- f) Psychoeducation for clients and family members
- g) Finance management assistance
- h) Benefit management assistance
- i) Coordination with primary care
- j) Substance Use Treatment support
- k) Vocational and educational support
- l) Help with transportation
- m) Connection to informal supports
- n) Social and recreational opportunities to build connection to the community
- o) Coordination with criminal justice professionals, parole officers and probation agents, and courts to advocate for client rights and needs

The above services should be person-centered, increasing access to each service as needed. This includes flexibility to adapting to consumer's primary concerns at any given time. The services prioritized for any consumer shall be represented in an individual service plan, updated at least bi-annually to reflect current goals and strategies and discuss progress on goals. Consumer service plans shall be signed off by consumer, case manager, and case manager's supervisor.

Provider shall also provide supervision for staff at least one hour a month. Provider shall ensure staff providing supervision meet supervision guidelines as defined in their programs' policy and procedure. Provider will follow any additional supervisory requirements as needed for billing MA Crisis as identified under Wis. Admin. Code Ch. 34.

#### **REFERRALS**

For TCM services, County will be the central intake point for referrals. County will evaluate the referral and recommend the referral to TCM. At that time, Provider will review the referral based on Provider's written established admission criteria. Provider shall consult with County if, for any reason, the referral is inappropriate for services, is not engaging with intake procedures, requires more assistance in getting connected than can be given by Provider, or other similar situations. Provider shall inform County when referral is connected and engaged with services as a formal end to the County intake process and exchange of responsibilities.

For prescribing services, referrals can be made directly to the Provider. In these cases, Provider will determine who is prioritized and appropriate for services. However, Provider is expected to offer prescribing services to all consumers upon admission if this service is needed right away. This is expected to continue until other arrangements can be made, or unless otherwise approved by County.



## **DURATION**

The duration of services is variable, depending on the individual's needs and service plan goals. Provider shall provide services as long as is clinically or medically necessary, until the individual is able to function more independently. For case management referrals, Provider will consult with County when the client may be ready for another level of care and follow County's recommendations in moving the client into another program that will assume primary responsibility.

## **FUNDING AND SERVICE UNIT DEFINITION**

The method of payment for Case Management and Prescriber services will be reimbursed as unit-by-unit rate. These services were previously offered as 1/12<sup>th</sup> payments.

Specific payment terms will be negotiated on a post-award basis. No more than 15% of the program cost proposal can be indirect administration costs. The unit of service for this purchase of service engagement equals: 1 direct client service hour.

Providers are required to track and report client service hours accurately. Providers are expected to maximize third party billing as priority before billing County contract. This includes the expectation that prescribers will attempt to get on the various insurance panels and HMOs, as needed.

Case Management consumers who meet the level of need for crisis case management and stabilization may bill MA crisis through the county contract. Any case manager or TCM staff who bill crisis must follow all requirements of Wis. Admin. Code Ch. [DHS 34](#). This includes orientation and training as well as supervision requirements. TCM programs who bill crisis shall contact Journey Mental Health Center's Emergency Service Unit to ensure all necessary MA crisis billing requirements are met.

## **CASE MANAGEMENT – ENHANCEMENT OPPORTUNITY (OPTIONAL)**

***Any program who applies for the enhancement funding must be able to provide all aspects of the general RFP as well as the services identified below. Enhancement applications will be reviewed and scored separately and only against other providers who apply for the enhancement. One program will be awarded the enhancement unless otherwise determined by the County.***

### **Dual Diagnosis/ SUD Rapid Access**

This RFP requires all programs to provide both targeted case management services as well as interim, long-term, and solo prescribing services. This section identifies an additional, optional, opportunity providers have to include enhancement case management in their application and program offerings.

Enhancement TCM elements will include client space/slots for case management services directed toward substance use disorder and dual diagnosis clients who may need immediate access to substance use services and case management.

Providers who apply for this enhancement should be able to demonstrate both the experience and staff qualifications to serve individuals who have co-occurring and substance use disorder. Provider needs to demonstrate the ways they plan to cross-collaborate with other systems that intersect with substance use disorder such as primary care, hospitals, law enforcement, probation and parole, and the criminal justice system.

Providers who would like to apply for TCM enhancement funds for Substance Use Disorder and co-occurring disorders are required to:

1. Provide comprehensive case management as described in the case management needs/expectations above.
2. Have at least one licensed SUD staff available for consultation.
3. Provider is required to communicate and work closely with those services that intersect the SUD service systems such as law enforcement, probation and parole, the courts, detox and treatment providers, and other services that intersect with SUD individuals.
4. Provider must have the capacity to provide case management services and immediate access to those who are court ordered under alcohol commitment.
5. Provider will have the ability to screen consumers who have alcohol commitments or pending cases for commitment within 24 hours of referral (excluding weekends and holidays). All other referrals shall be screened within 48 hours.
6. Provide discharge planning for all dually-diagnosed clients who are hospitalized, are under a current alcohol commitment, a drug commitment, or are receiving another form of acute treatment.
7. Provider will determine if the individual is willing to seek treatment voluntarily and will assist in providing referrals to the appropriate SUD treatment providers.
8. Provider will monitor and follow civil commitment procedures for SUD commitments.
9. Provider shall maintain required certification under Wis. Admin. Code Ch. [DHS 75](#) for services provided.

Please note that applying for this enhancement includes answering a separate set of questions which will also be graded separately from the rest of the application. Enhancement applications will be graded against other enhancement applications.

## 2.5 Current Operations & Levels of Service Delivery

The current providers are:

- Journey Mental Health Center, Keystone Program
- Tellurian, Inc., CIT program
- SOAR case management

The units of service delivered for the past two years were:

- 2021: TCM 10,262. Prescribing 1,314. Enhancement 962
- 2020: TCM 9,625. Prescribing 1,188. Enhancement 1,237

The current staffing structure for direct service delivery is:

- JMHC Keystone: 3 FTE Case Managers and a .5 FTE Supervisor
- Tellurian CIT: 7 FTE case managers and 1 FTE Supervisor
- SOAR: 8 FTE case managers and 1 FTE supervisor

Targeted number of delivered service units under this engagement is:

- Targeted case management (TCM): 15,000
- Prescribing: 3,000
- Enhancement: 2,000

The minimum staffing structure expected for the sake of contract engagement is:

Provider is expected to staff case managers, supervisors, and prescribers as needed for consumers that Provider will take on at a ratio of 1 case manager to 20 clients, on average.

## 2.6 Funding and Service Unit Definition

The method of payment for Case Management and Prescriber services will be reimbursed as unit-by-unit rate. These services were previously offered as 1/12th payments.

Specific payment terms will be negotiated on a post-award basis. No more than 15% of the program cost proposal can be indirect administration costs. The unit of service for this purchase of service engagement equals: 1 direct client service hour.

Providers are required to track and report client service hours accurately. Providers are expected to maximize third party billing as priority before billing County contract. This includes the expectation that prescribers will attempt to get on the various insurance panels and HMOs, as needed.

Case Management consumers who meet the level of need for crisis case management and stabilization may bill MA crisis through the county contract. Any case manager or TCM staff who bill crisis must follow all requirements of Wis. Admin. Code Ch. [DHS 34](#). This includes orientation and training as well as supervision requirements. TCM programs who bill crisis shall contact Journey Mental Health Center's Emergency Service Unit to ensure all necessary MA crisis billing requirements are met.

## 3.0 RFP Response Preparation Requirements

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Applicants should respond to the items below by completing the form available online [here](#). Applicants are encouraged to draft responses in a Word Document and copy and paste the responses into the online form. Applicants should save their responses in a separate document for their records. If desired, applicants can create a login and password to return to their form and complete their application. *PLEASE NOTE, for respondents completing multiple applications: Each form has separate account information and you cannot use the same Save & Return accounts with different forms.*

### 3.1 Program Description

*(2,000 word limit)*

1. Describe your proposed program and how it is going to meet the needs described in the RFP. This should be an overview.
2. Describe the staffing that will be used to meet the needs and expectations described in the RFP.
3. Provide résumés of key staff and copies of licenses, if applicable. These may be separate attachments.
4. Describe how your program will incorporate both targeted case management and prescribing services in your program. Be specific in identifying qualifications for each service.
  - a. How will you handle consumers who don't already have prescribers?
  - b. How will you ensure capacity so that each TCM consumer will have at least interim prescribing access?

### 3.2 Program Strategies and Activities

*(4,000 word limit)*

1. Describe the specific strategies and activities to be used to achieve the stated objectives, expectations, and desired outcome in the RFP.
2. Describe the strategies and activities that will be used to make this program culturally relevant and to promote racial equity.
3. Describe the target populations services may be provided to and what strategies will be used to ensure those populations are provided relevant services.
  - a. Identify and describe at least one evidenced-based practice (EBP) that will be utilized and who is the primary person to carry out the EBP.
  - b. Describe how the EBP is best suited for the consumers Provider will provide services to.
4. Describe the strategies that will be used to implement prescriber services as described and potential interactions it may have with services offered.
5. If applying for the enhancement funding, describe how your program will meet the enhancement criteria and how it will affect the core aspects of your program.

### 3.3 Experience and Qualifications for the Proposed Program

*(2,000 word limit)*

1. Include your agency's mission statement and discuss how this proposed program aligns with that mission.
2. Describe the experience and qualification of your agency to provide programs that are welcoming to persons of all backgrounds and cultures including any explicit plans your agency is undertaking to improve in this area.
3. Describe the experience and qualification of your agency to provide the proposed program.

4. Include a staff turnover calculation for the previous year. Please address any noteworthy retention issues, efforts to reduce staff turnover, and strategies to maintain continuity of service provision amid any vacant positions or staffing shortages.
  - a. If citing COVID-19 pandemic effects for staff retention, please provide a description of the strategies used to alleviate pandemic stressors to current staff and issues hiring new staff.
  - b. Include additional issues not related to the COVID-19 pandemic and what strategies were used to mitigate these issues. If retention was below 50% for the year, discuss new and future strategies and performance indicators that will be used to address this issue in the future.
5. Submit 2 - 3 letters of reference. References should be specific to the service offered. References should be from agencies you have done business with or those with whom you have collaborated. [Reference checks may be conducted with these agencies and others in the community.]
6. Describe the methods used for Wisconsin Statute 34 qualifications for all staff who will be billing Crisis Stabilization.

### 3.4 Quality Improvement

*(1,000 word limit)*

1. Describe any programmatic or administrative improvements that have improved your agency's ability to deliver services. Also describe any ongoing quality assurance procedures and practices your agency has in place.
2. Describe how program data is or will be used to drive quality improvement efforts, including the measurement of and performance on client outcomes.

### 3.5 Enhancement Program Questions

**Important:** Only vendors proposing to provide enhancement services described in section 2.4, above, should respond to the following questions.

#### 3.5.1 Program Description

*(1,000 word limit)*

1. Describe how the services in the enhancement will be integrated with the general duties of the program.
2. Describe how staff will be involved with the enhancement program and where enhancement program duties differ from other program duties.

### 3.5.2 Program Strategies and Activities

*(2,500 word limit)*

1. Describe the specific strategies and activities to be used to achieve the stated objectives, expectations and desired outcome in the enhancement opportunity, specifically addressing activities identified in the numbered list items 1 through 9 identified on page 9 of this RFP.
2. Describe the strategies that will be used to meet the requirements of the enhancement program.
3. Describe how these strategies will differ from other program strategies. Be specific in identifying when, where and how the strategies will be implemented.

### 3.5.3 Experience and Qualifications for the Proposed Program

*(1,000 word limit)*

1. Describe how the program will utilize the licensed SUD staff in the enhancement program and in conjunction with other program duties.
2. Describe your agency's experience and qualifications working with individuals with substance use disorder and dual diagnosis.
3. Describe your agency's experience working in systems that support and intersect with individuals with substance use disorder and dual diagnosis.

### 3.5.4 Quality Improvement

*(500 word limit)*

1. Describe how the enhancement will utilize the program's current quality improvement methods, or describe any differences.

## 3.6 RFP Cost Proposal

### 1. **General Instructions and Format for Submitting Cost Proposals**

The cost proposal for this Request for Proposal is a separate document that can be found as part of the posting for this RFP. The cost proposal format is provided in a Microsoft Excel based workbook which contains full instructions for cost proposal completion and submission.

- Within the cost proposal document, vendors are asked to provide a proposed breakdown of program costs, personnel, and the number of service units the vendor is proposing to render.
- Note it's important to understand the service unit definition for this engagement (e.g., client service hours, service days, etc.) in order to provide relevant service units for vendor bidding. This information varies by engagement and may be referenced in the "Funding and Service Unit Definition" section of the RFP program scope.

- Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide services in accordance with the specifications and terms and conditions of this bid document and your proposal.
- The Cost Proposal submission should be saved with the document name including the RFP #, Vendor Name, and Cost Proposal. (i.e.: R02TY21 – ABC Company – Cost Proposal)

## 2. Final Pricing and Payment Terms

Service costs scored in the cost proposal will represent the guide for final vendor contracting. Best and final offer pricing discussions may be pursued by the County to differentiate finalists based on refined price quotes.

Final payment terms associated with billing and payment methodology, as well as service unit levels and unit prices for individual programs, will be negotiated prior to contract execution. Note that final pricing will reflect cost reasonableness and available Dane County funding.

All prospective vendors must demonstrate organizational capacity to bill for discrete units of service rendered.

## 3.7 RFP Attachments

1. Required Attachments for this RFP include:
  - a. Cost Proposal (3.6)
  - b. Application PDF
  - c. RESUMES/Staff Licenses
  - d. Letters of Reference
2. Attachments should be uploaded to the form where vendors complete their narrative responses to this section. For technical questions about uploading or submitting documentation, please contact Katie O'Brien: [dcdhsrfp@countyofdane.com](mailto:dcdhsrfp@countyofdane.com)

## 4.0 General Guidelines

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### 4.1 General Information

#### 1. 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/FAQs and/or supplements will be posted on the Dane County Department of Human Services [website](#) at:  
<https://providers.dcdhs.com/Partnering-With-Dane/Open-RFPs>

It shall be the responsibility of the proposers to regularly monitor the Department's web site for

any such postings. Proposers must acknowledge receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

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

**2. 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, contact the Department of Human Services at (608) 242-6439 (voice) or Wisconsin Relay (711).

**3. Bid Opening and Summary Posting**

Dane County Department of Human Services strives to complete a summary posting on or shortly after the bid deadline. The only information provided is the name of each vendor submitting a proposal.

**4. 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.

**5. Proposal Organization and Format**

Proposals shall be organized to comply with the section numbers and names as shown in Section 3.0: Proposal Preparation Requirements.

**6. Designation of Confidential and Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the "Designation of Confidential and Proprietary Information" section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will 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.

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.

**In the event the Designation of Confidentiality of this information is challenged, vendor is required to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.**

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

**7. Cooperative Purchasing**

Participating in cooperative purchasing gives a vendor the opportunity for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

**8. Vendor Registration**

Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

You can complete vendor registration by visiting [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Vendor Log In.

**9. 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.

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. 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);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

## **11. Fair Labor Practice Certification**

**Dane County Ord. 25.09 (1) 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.

Additional information can be found using the following links: [www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

## **12. Standard Contract Requirements**

Standard contract requirements concerning Affirmative Action, the Americans with Disabilities Act, contract termination and modification, etc. are included in the County's boilerplate contract. For further information a copy of the contract may be viewed on the Department's Provider Hub: <https://providers.dcdhs.com/>

## 4.2 Proposal Selection and Award Process

### **1. Preliminary Evaluation**

The proposals will first be reviewed to determine if requirements are met. Failure to do so will result in the proposal being rejected. In the event that all vendors do not meet one or more of the 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.

### **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. The cost 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. 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. Oral Presentations/Interview**

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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.

**4. 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.

**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.

**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.

## 5.0 Standard Terms and Conditions

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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 in writing, 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 Purchasing Division 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 received electronically, per instructions stated in the RFP, by the Dane County Department of Human Services on or before the date and time that the bid is due. Bids deposited, electronically submitted to, or time stamped in another office will be rejected. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0. **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive bidder 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.

#### 20.0. INDEMNIFICATION & INSURANCE.

20.1. Vendor 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 vendor 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 vendor 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, vendor shall, at vendor'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, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor 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.

Vendor 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 vendors 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. Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor 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. Vendor 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. Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability. Vendor 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. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor 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 vendor'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, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor

shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor 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 vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

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. FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

22.1 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 submitting an Open Records Request electronically to the contact address listed on the RFP.

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-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. COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that vendor 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 Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.01. VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.02. VENDOR 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."