



Dane County Department of Human Services

Request for Proposal (RFP)

Revised 02/2022

RFP NUMBER: 423016-PMW

RFP TITLE: Court Ordered Evaluations for Children, Youth, and their Caregivers
NIGP Commodity Code: 94876

RFP DEADLINE: May 25, 2022
2:00 p.m. (CT)

PROPOSALS MUST BE SUBMITTED: Via the online form here:
<https://fs29.formsite.com/E1fCND/oysezs7yw0/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

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: March 25, 2022

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1.0 RFP Overview

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. 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
March 25, 2022	RFP Issued
April 8, 2022	Last day to submit written inquiries (4:30 p.m. CT)
April 15, 2022	Addendums or supplements to the RFP posted on the Human Services website.
May 25, 2022	Proposals due (2:00 p.m. CT)
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
Program Description (Section 3.1)	15
Program Strategies & Activities (Section 3.2)	30
Experience & Qualifications (Section 3.3)	20
Quality Improvement (Section 3.4)	15
Cost	Points
Cost Proposal	20
Total	100
	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.

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

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.nlrb.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 Court Ordered Evaluation for Children Youth and their Caregivers program will provide and broker various types of court-ordered evaluations including psychological, psychiatric and neuropsychological, and substance use evaluations for persons ordered to receive them by the Dane County Juvenile Court, pursuant to Wis. Stat. § [48.295](#) of the Wisconsin Children's Code and Wis. Stat. § [938.295](#) of the Juvenile Justice Code.

The situations which give rise to court-ordered evaluations include formal Child in Need of Protection and Services CHIPS or Youth Justice petitions, potential out-of-home placement orders for children or youth, termination of parental rights, etc., and involve a wide range of clinical and legal problems affecting both children and their parents, guardians or caregivers. Evaluations are used to assist with case planning for children, youth and adults involved with the Dane County Juvenile Court. Children, youth and adult caregivers are all eligible to receive a court-ordered evaluation.

This program includes assigning each case to a qualified evaluator, ensuring prompt turnaround time and report quality, maintaining statistical information on most aspects of the court-ordered evaluation program, trouble shooting for courts, attorneys, providers, social workers, insurance providers, and evaluation participants, and functioning as the County's fiscal intermediary for the payment of completed evaluations.

2.3 Goals

1. Recruit and maintain a qualified evaluator pool for the program.
2. Ensure completion of court-ordered evaluations within 45 days from assignment (or 30 days from assignment when ordered for youth in Juvenile Detention).
3. Ensure high quality, trauma-informed, and culturally competent evaluations that fully answer the questions within the referral materials from the Juvenile Court.

2.4 Needs/Expectations

The Court Ordered Evaluation for Children Youth and their Caregiver Program should have the capacity to provide up to 185 child and parent evaluations for the juvenile court annually. Juvenile Court evaluations include the ability to evaluate approximately 10 youth who are placed in the Dane County Juvenile Detention Center. Given the time limitations of Juvenile Detention stays, children must be seen by an evaluator within 3 business days and reports completed within 30 calendar days.

The program must have evaluators skilled in areas that include but are not limited to mental health diagnosis and treatment recommendations for children, youth and adults, ability to administer appropriate psychological tests to both children and adults, the ability to provide substance use diagnosis and treatment recommendations for adults, and the ability to provide neuro-psychological evaluations as well as psychiatric evaluations.

In order to successfully assign this number of evaluations, it is essential that this program hire (or contract with) trained and qualified evaluators that can serve both adults and children with a myriad of mental health and substance use needs. It is also expected that the program and its evaluators produce evaluations that are trauma informed and culturally competent and have recommendations that incorporate equity principles. It is expected that all evaluations are completed by professionals whose credentials and integrity will withstand courtroom reviews. The vast majority of evaluations will require evaluators possess PhD level credentials or a Master's Degree with close supervision from a PhD level psychologist. In some instances, a board certified Psychiatrist will be required to garner a medication related assessment. The program must also have adequate administrative support to ensure timely evaluator assignment and reporting back to the court. Child and parent evaluations need to be completed within 45 days of an evaluator assignment. It is expected that the program will maintain communication and ensure service coordination with the participant(s) who are being evaluated, Dane County Department of Human Services staff, the Juvenile Court, attorneys, community providers, and others participating in or affected by the Chapter 48/938 court processes. Lastly, quality assurance is a critical element of

this program. There must be ongoing mechanisms in place to review the quality, timeliness, and cost effectiveness of completed evaluations.

2.5 Current Operations & Levels of Service Delivery

- The current provider is: RISE Wisconsin, Inc.
- The current staffing structure for direct service delivery is: This program is currently staffed by a 1FTE Program Coordinator who brokers evaluations and is responsible for all quality reviews and program operations and a PhD Level Evaluator and part time administrative assistant support. The program contracts with a variety of other Ph.D., physician and Master's Level providers to conduct a breadth of court ordered evaluations.
- Targeted number of delivered service units under this engagement is: 180 completed evaluations (averaging up to 8 hours of service per evaluation)
- The minimum staffing structure expected for the sake of contract engagement is: Minimally this program must have enough qualified staff and/or contracted evaluators to assign evaluations no later than 10 business days after a referral but preferably in 3-5 business days after a referral. The program must also have at least one staff person with the skills and knowledge needed to broker and review the quality of court ordered psychological and psychiatric evaluations for children and substance use evaluations for adults.

2.6 Funding and Service Unit Definition

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: one completed evaluation ordered by the Dane County Juvenile Court.

3.0 RFP Response Preparation Requirements

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

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. This can be either staff or contracted providers or both.
3. Provide résumés of key staff and copies of licenses for staff completing psychological, neuropsychological, and/or psychiatric evaluations for children youth and adults and substance use

evaluations for adults. These may be separate attachments. If using contracted entities please explain the contracted relationships and include the proposed contract.

3.2 Program Strategies and Activities

1. Describe the specific strategies and activities to be used to achieve the stated objectives, expectations, and desired outcome in the RFP. Include detailed information about the qualifications of the staff who are completing evaluations and the activities deployed within the program to ensure both high quality evaluates and timeliness of evaluations. If the program uses subcontractors please describe the subcontractor relationship.
2. Describe the strategies and activities that will be used to make this program culturally relevant and to promote racial equity. Please include how the program will ensure evaluations incorporate culturally competent tools and completed report recommendations reflect equity principles.

3.3 Experience and Qualifications for the Proposed Program

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.
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.]

3.4 Quality Improvement

1. Describe any programmatic or administrative improvements that have improved your agency's ability to deliver services. Please include information about the ongoing mechanisms your program will use to review the quality, timeliness and cost effectiveness of completed evaluations.
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 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.

3.6 RFP Attachments

1. Required Attachments for this RFP include:
 - a. Cost Proposal (3.5)
 - 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

4.0 General Guidelines

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. 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. 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 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

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

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."