

REQUEST FOR PROPOSAL  
423025-DSG  
NUTRITION AND HOME-DELIVERED MEALS

Dane County Department of Human Services  
1202 Northport Dr.  
Madison, WI 53704



RELEASE DATE: March 17, 2023  
DEADLINE FOR QUESTIONS: March 31, 2023  
RESPONSE DEADLINE: April 27, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/countyofdane>

Dane County Department of Human Services  
REQUEST FOR PROPOSAL  
Nutrition and Home-Delivered Meals

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## 1. INTRODUCTION

### 1.1. Summary

The nutrition and home-delivered meals program delivers nutritious meals to sites around Dane County for later distribution to elderly members of the community.

### 1.2. Contact Information

**Katie O'Brien**

Grants Manager

Email: [obrien.katie@countyofdane.com](mailto:obrien.katie@countyofdane.com)

Phone: [\(608\) 381-5583](tel:(608)381-5583)

**Department:**

Human Services

### 1.3. Timeline

<b>Release Project Date</b>	March 17, 2023
<b>Vendor Conference (Non-Mandatory)</b>	March 29, 2023, 2:00pm Please register for this conference here by clicking the link. <a href="https://countyofdane.zoom.us/webinar/register/WN_pUtiO-Q7SgGrOTGAs6T0EQ">https://countyofdane.zoom.us/webinar/register/WN_pUtiO-Q7SgGrOTGAs6T0EQ</a>
<b>Question Submission Deadline</b>	March 31, 2023, 5:00pm
<b>Responses Posted via Addendum</b>	April 12, 2023, 5:00pm
<b>Proposal Submission Deadline</b>	April 27, 2023, 2:00pm

## 2. RFP OVERVIEW

### 2.1. 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.

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 nutrition and home-delivered meals program delivers nutritious meals to sites around Dane County for later distribution to elderly members of the community.

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

### 2.2. CLARIFICATION OF THE SPECIFICATIONS

All inquiries concerning this RFP must be submitted via the County's [eProcurement Portal](#).

Any questions concerning this RFP must be submitted before 5:00 pm on Friday, March 31, 2023.

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.

### 2.3. CALENDAR OF EVENTS

Specific and estimated dates and times of actions related to this RFP are listed in the timeline in the Introduction section above. 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 addendum on the Dane County [eProcurement Portal](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

## 2.4. SUBMITTAL INSTRUCTIONS

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

Proposals must be submitted via the County's [eProcurement Portal](#) before 2:00 pm on Thursday, April 27, 2023. Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

To Submit a Proposal:

1. Register at the County's eProcurement Portal at <https://procurement.opengov.com/portal/countyofdane>
2. Once registered, click on the "draft" button to draft your proposal.
3. Provide company information
4. Answer Vendor Questionnaire
5. Where indicated upload the required documents.
6. The file upload status can be seen for each document uploaded.
7. Confirm all files have been uploaded
8. Review your work and click on "submit" proposal
9. Acknowledge any addenda

### 3. PROJECT OVERVIEW/SCOPE OF SERVICES

#### 3.1. DEFINITIONS & LINKS

The following definitions and links are used throughout the RFP.

**County:** Dane County

**Department:** Dane County Department of Human Services

**Dane County Department of Human Services' Website:** <https://dcdhs.com/>

**Dane County Procurement Portal:** <https://procurement.opengov.com/portal/countyofdane>

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

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

#### 3.2. 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.

#### 3.3. PROGRAM DESCRIPTION

The Elderly Nutrition Program (often referred to as group congregate meals and/or home delivered meals for older adults) is offered around the United States as a result of the Federal Older Americans Act and USDA federal allocation, in addition to state, county, and local government funding.

In Dane County, this program is coordinated by the Area Agency on Aging of Dane County's AAA Program Specialist and Dietitian. The AAA Board of Directors and Nutrition/Wellness Committee provide consultation and oversight to the program. The AAA creates and monitors the contracts for meal catering.

This RFP addresses the localities that are identified in **Attachment B**. Some of these locations provide both congregate and home-delivered meals and others provide congregate meals at senior dining sites only. The Area Agency on Aging of Dane County may, in conjunction with their Board of Directors, develop program improvements and enhancements over the course of the catering contract(s) and will engage the providers in such changes.

This RFP involves 14 nutrition program sites throughout Dane County. The RFP is divided into 13 areas of the county. Each nutrition program site is listed individually except for area M, where Madison Meadowridge Library and Madison Good Shepherd Church are combined. Applicants for this RFP may propose to serve one, two, or several areas as described in **Attachment B**. **The award for each area will be evaluated independently, so if a vendor proposes bids for multiple areas, they may not receive a successful bid on each area they propose to serve. The proposal needs to stand up against others for each individual area regardless of how many areas bid on by the vendor.**

While estimates are provided for each region that this RFP covers, approximately 116,843 meals will be served to Dane County's older adults at all of the areas together through this program in 2023. **Payment for catering services awarded through this RFP will be on a unit cost per meal ordered; therefore, all costs, including disposable/packaging and serving supplies and condiments must be included in the unit cost and will not be paid outside of the unit cost.**

All meal planning for this RFP will be supervised by the Area Agency on Aging of Dane County's Dietitian. If the contracted caterer employs a registered dietitian who can provide nutrient analyses of the meals and menus, the AAADC Dietitian will review the menus. In other cases, the Dietitian will work directly with the caterer to plan the meals. The Dietitian also seeks the cooperation of dining site managers and participants in meal planning and ideas. Meals are not served on nationally observed holidays and may be canceled due to inclement weather or emergencies.

AAADC operates a quality assurance and improvement process that provides the opportunity for customers and site managers to provide feedback to the Dietitian. The Dietitian summarizes the data received and presents it to the caterers at individual quality review and planning sessions. Initially these QA reviews will occur daily, then gradually change to monthly.

Other quality improvement processes include the bi-monthly meetings of the Area Agency on Aging's subcommittee on Nutrition/Wellness. This group of county board members, registered dietitians and older adults, AAADC Staff, meet at a variety of meal sites monthly and review the menu, food preparation, site organization, and programs. On these occasions, consumers of the program are invited to provide feedback to the committee members.

Further, on a monthly basis, the AAADC Contract Manager collects and analyzes data on the number of meals ordered per site, number of meals served, and utilization across all sites. Caterers must send the adequate amounts of food for the number of meals ordered.

### 3.4. GOALS

The overall goal of the senior nutrition program is to have each catered meal provide at least one-third (1/3) of the Dietary Reference Intakes (DRI), as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences, to each participating older adult. As a result, menus will be analyzed biannually and proven to meet the required types and amounts of food offered by adhering to the meal pattern (referenced in [Chapter 8](#)). This is done by the AAADC Dietitian.

### 3.5. NEEDS AND EXPECTATIONS

#### **Catering Mandatory Requirements:**

1. Meal orders from individual areas are submitted electronically by 11 AM for the following day of meals. Meals must be prepared in a licensed kitchen facility compliant with the WI Food Code. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery system used by the Elderly Nutrition Program of the Older Americans Act and the State of Wisconsin Bureau on Aging shall be adhered to in all stages of food service operation. State regulations relating to the hygienic preparation of food stated in the Wis. Admin. Code Chpt. [DHS 196](#), Restaurants and [Wisconsin Food Code](#) are applicable to the elderly nutrition program.

2. Each meal must be prepared in accordance with the meal pattern required by Nutrition Program Operations, [Chapter 8](#), which is part of the Wisconsin Aging Network Manual of Policies and Procedures for the Wisconsin Aging Group (Wisconsin Bureau of Aging and Disability Resources). See figure 1 below and **Attachment C**.

**Figure 1 Required Meal Pattern**

Meal Component	Minimum # of Servings per Meal	Serving Size Examples
<b>Grains</b>	1	1 regular slice bread, ½ cup cooked grain, 1 cup ready-to-eat cereal, 1 6" tortilla, ½ regular size bun
<b>Fruit and/or Vegetable</b>	3	½ cup fresh, frozen, or canned (cooked or raw), ¼ cup dried fruit, 1 cup raw leafy greens, ½ cup 100% fruit or vegetable juice  Dark Green Vegetable Red/Orange Vegetable Beans/Peas Starchy Vegetable
<b>Fluid Milk</b>	1	8 fluid ounces or 1 cup
<b>Protein Foods</b>	1	3 oz. equivalent
<b>Fats and Oils</b>	1	1 teaspoon served on side or used in cooking
<b>Dessert</b>	1	½ cup - Fruit or vegetable contained in a dessert may count toward the fruit or vegetable component, respectively.
<i>*Based on a 5-day week</i>		

**Technical Requirements:**

A. Menu Development Process

- Menus will be planned by the AAADC Dietitian in collaboration with the caterer(s) unless the caterer employs a dietitian. In the latter case, the caterer will submit the menus and dietary analysis of said menus to the AAADC Dietitian for review at least one month in advance.
- Menus must meet nutrient and meal pattern requirements referenced in the Nutrition Program Operations, [Chapter 8](#). One week of each seasonal menu must be analyzed by a Dietitian to ensure nutrient requirements are met.
- Monthly and/or Quarterly Meetings: The caterer and the AAADC Dietitian shall consult on a monthly and/or quarterly schedule for any necessary menu revisions based on the availability of seasonal produce, holidays or special events, and meal feedback. The caterer is expected to conform to the agreed upon monthly and seasonal menus.
- Menu substitutions or deviations are not permitted without prior discussion and approval by the AAADC Dietitian. Upon approval, any necessary menu revisions shall be provided by the caterer to the consumer prior to the substitution being served.



B. Recipes: Upon request, the caterer must provide standardized recipes to the AAADC Dietitian to ensure nutrient and meal pattern requirements are met. Menu approval documentation forms may be completed by the caterer's Dietitian and sent to the AAADC Dietitian for review.

**Food Procurement:**

A. Providers must procure food from sources that comply with all laws relating to food labeling. Food must be safe for human consumption, sound, and free of spoilage, filth, or contamination.

B. All milk products must be pasteurized, Grade A quality, and in individual containers.

C. No "dents," unlabeled products, salvage merchandise, or home canned food may be used. Donated food products must be discussed with the AAADC Dietitian prior to being served.

**Delivery of Food; Vehicles and Containers:**

A. It shall be the responsibility of the caterer to deliver the hot and cold food in bulk to each site for portioning group and home delivered meals. All foods must be delivered during designated delivery windows using clean and sanitized hot and cold storage containers, with additional hot and cold packs.

B. Hot food transports, which are insulated and have a sealing lid, along with heat packs, shall be used to deliver hot foods which shall be maintained at an interior temperature at or above 140 degrees Fahrenheit.

C. Cold transport containers, which are insulated and have a sealing lid, along with cold packs, shall be used to deliver cold foods with an interior temperature of 41 degrees Fahrenheit or lower.

D. Gelatin and ice cream, shall be transported in containers that will maintain the temperature required to avoid melting.

E. All containers shall be constructed as to prevent food contamination by dust, insects, animals, vermin, or other sources of contamination. All containers, vehicles, and transportation equipment shall be cleaned and sanitized regularly.

F. Prepared food shall not be held at the catering location for longer than 1 hour prior to delivery to sites. Caterer shall label each pan with time, date and temperature of each pan before leaving catering site.

G. Upon food delivery, caterer will take and document temperatures of hot and cold foods to ensure hot food is at or above 140 degrees Fahrenheit and cold food is at or below 41 degrees Fahrenheit. Food that arrives outside of this range can be refused and the elderly nutrition program will not be billed for the food that was at inadequate temperatures.

H. Caterer is expected to order, purchase, and supply each site with the necessary group dining and home delivered meal packaging supplies. Including, but not limited to, Styrofoam bowls/lids, paper soup cups/lids, sandwich baggies, paper bags, and disposable dishware and utensils for sites (Madison Romnes Apartments & Cambridge Community Center) that are without a commercial dishwasher. Sites that package home delivered meals must be supplied with Oliver heat sealing trays (see **Attachment D**) and film through [Oliver Systems](#). Sites (Madison Senior Center & Madison Romnes Apartments) that

package home delivered meals without an Oliver system, will need tinfoil trays with lids. Caterer will deliver all supplies in bulk to the meal sites for packaging.

### 3.6. CURRENT OPERATIONS AND LEVELS OF SERVICE DELIVERY

The current provider is: Consolidated Food Services - Dane County

The units of service (meals) delivered was:

- 2022: 116,843 total meals of which 39,279 were delivered for serving at the meal sites and 77,564 for sites to package for home delivery. Reference **Attachment B** for more detail, broken down by each Area.
- Delivery arrival times for each area are listed in **Attachment B**.
  - The cost per meal was \$9.20

Targeted number of delivered service units under this engagement is: 116,843 meals total among all bid areas.

### 3.7. FUNDING AND SERVICE UNIT DEFINITION

Payment options, including unit-by-unit rates, will be explored during contracting for selected vendors.

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 meal prepared, delivered to senior focal points for serving or delivery to home-bound older adults. Per unit cost shall consider all costs as "cost per meal prepared, packaged, and delivered. A proposal may be submitted for one, two, or several areas. If the cost to provide a meatless or entrée salad meal is different than the regular entrée meal, provide those costs per meal separately.

## 4. EVALUATION

Bids for each AREA will be evaluated independently against all other bids for that AREA. Vendors are invited to bid on one or more AREA. Vendors who are awarded a contract as a result of this RFP may or may not be awarded every AREA they bid on.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Program Overview/Description</b>	Points Based	15 <i>(14.3% of Total)</i>
2.	<b>Program Strategies and Activities</b>	Points Based	30 <i>(28.6% of Total)</i>
3.	<b>Experience and Qualifications</b>	Points Based	15 <i>(14.3% of Total)</i>
4.	<b>Quality Improvement</b>	Points Based	20 <i>(19% of Total)</i>
5.	<b>Cost</b>	Points Based	20 <i>(19% of Total)</i>
6.	<b>Local Vendor Preference</b>	Points Based	5 <i>(4.8% of Total)</i>

## 5. RFP REPONSES REQUIREMENTS

### 5.1. RFP RESPONSE PREPARATION REQUIREMENTS

1. RFP Response - Proposers shall upload and submit their proposal response document(s) via Question #1 of the Vendor Questionnaire.

- The RFP Response shall be organized to comply with the section numbers and names as shown below. Each section heading shall be clearly marked.
- Response shall be formatted and submitted in an 8.5 x 11 format. Document margins should be one (1) inch.
- Response shall be single-spaced with twelve (12) point font, preferably Times New Roman. Diagrams, footnotes, resumes, page headers/footers, and text in tables may be less than 12-point font.
- Cover letters, cover pages and a Table of Contents may be included but are not required.
- Graphics may be included but are not required.

All proposal documents must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

- 2023-RFP-025 – Vendor Name
- 2023-RFP-025 – Vendor Name - Licenses

Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

### 5.2. 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.

### 5.3. SITE VISIT

Prior to final award, a DCDHS staff member will conduct a site visit to confirm the preparation site meets standards required to meet the needs described within this RFP.

#### 5.4. PROJECT NARRATIVE SECTION 1: Program Description

1. Describe in detail your firm's experience and capabilities in providing similar services with regard to numbers and geographic area to include: number of meals prepared and delivered daily, number of sites delivered to and the geography covered.
2. Provide résumés of key staff, copies of catering/facility licenses, and your 2 most recent inspection reports from Public Health. These may be separate attachments.
3. Attach a rotation menu of 25 days that meets meal pattern requirements as described in this RFPs each week.

#### 5.5. PROJECT NARRATIVE SECTION 2: Strategies and Activities

1. Describe vendors to be used when procuring raw food, packaging supplies, equipment for safely transporting meals, and meal ordering software.
2. Describe training program in place to ensure safety and sanitation of catering operations to include delivery equipment and vehicles.
3. Describe strategies in place to recruit a racially diverse paid workforce with limited turnover.
4. Describe how your Catering Operation will meet the requirements described in the RFP:
  - A. Please describe equipment infrastructure in place (or process for acquiring equipment)
  - B. Please describe vehicle infrastructure to manage delivery to one or multiple locations
  - C. Please describe facility in which food is to be prepared, including cold and hot food preparation equipment, food storage, and facility size.
  - D. Please describe the chain of operations starting with the meal ordering process, to how meal counts are quantified for cooking and packaging, to delivering the adequate counts and servings of food to site(s). If meal ordering software is not used, describe how meal order(s) will be submitted.

#### 5.6. PROJECT NARRATIVE SECTION 3: Experience and Qualifications

1. Describe the staffing that will be used to meet the needs and expectations described in the RFP. Describe emergency plans to continue operations in the event your catering operation is shut down for any reason.
2. Describe strategies to maintain continuity of service provision amid any vacant positions, staffing shortages, or supply chain issues.
3. Submit 2 - 3 letters of reference. References should be specific to the service offered. References should be from agencies you have done business with currently or in the past. Reference checks may be conducted with these agencies and others in the community.

### 5.7. PROJECT NARRATIVE SECTION 4: Quality Improvement

1. Describe how participant satisfaction data is or will be used to drive quality improvement efforts.
2. How do you ensure quality production in your catering operation?
3. How will you ensure the appropriate amount of food is loaded and delivered each day?
4. How will you monitor temperatures?
5. How will staff be trained to provide services following food safety and sanitation guidelines?

## 6. PRICING PROPOSAL

### PRICE PROPOSAL BY SITE

Please enter your agency's price in the row of the area(s) you are bidding on. Prices do not need to be identical. If you are NOT bidding on an area, select the "No Bid" option. Prices should be inclusive of all labor, delivery & supply costs, and other expenses necessary to provide meals in accordance with the specifications and terms and conditions of the bid. Please note there is no guaranteed number of meals at each site. Meal numbers provided in this RFP document are estimates and the needs of each area do fluctuate.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
Area A	Middleton Senior Center	1 meal		
Area B	Mt. Horeb Senior Center	1 meal		
Area C	Belleville Senior Center	1 meal		
Area D	Oregon Senior Center	1 meal		
Area E	Fitchburg Senior Center	1 meal		
Area F	Stoughton Area Senior Center	1 meal		
Area G	McFarland Municipal Building	1 meal		
Area H	Cambridge Community Center	1 meal		
Area I	Madison Romnes Apts.	1 meal		
Area J	Madison Senior Center	1 meal		
Area K	Madison - Messiah Lutheran Church	1 meal		
Area L	Madison - Warner Park Rec. Center	1 meal		
Area M	Madison - Meadowridge Library Madison - Good Shepherd Church	1 meal		

## 7. VENDOR QUESTIONNAIRE

### 7.1. RFP DOCUMENT UPLOADS

#### 7.1.1. *Upload your Proposal\**

Please DO NOT include Cost information in this section.

\*Response required

#### 7.1.2. *Please select the AREAS you are bidding on.\**

Vendors should select one or more area below to indicate which areas they are bidding on. **The award for each area will be evaluated independently, so if a vendor proposes bids for multiple areas, they may not receive a successful bid on each area they propose to serve. The proposal needs to stand up against others for each individual area regardless of how many areas bid on by the vendor.**

*Select all that apply*

- A) Middleton Senior Center
- B) Mt Horeb Senior Center
- C) Belleville Senior Center
- D) Oregon Senior Center
- E) Fitchburg Senior Center
- F) Stoughton Area Senior Center
- G) McFarland Municipal Building
- H) Cambridge Community Center
- I) Madison Romnes Apts.
- J) Madison Senior Center
- K) Madison - Messiah Lutheran Church
- L) Madison - Warner Park Rec. Center
- M) Madison - Meadowridge Library & Madison Good Shepherd Church

\*Response required

#### 7.1.3. *Supplemental Document Upload\**

Please upload:

- Resumes of key personnel
- Rotation menu of 25 days



- Letters of reference
- Two recent public health inspection reports

\*Response required

#### 7.1.4. *W9 Upload\**

Upload your company's W9 form.

NOTE: The W9 is required to be signed within the past 12 months

\*Response required

#### 7.1.5. *Upload Vendor Information Form*

### 7.2. VENDOR INFORMATION

#### 7.2.1. *Local Vendor Preference \**

##### **Select a Local Vendor Preference:**

Vendors located within Dane County 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.

Vendors located outside of Dane County of the 7 counties adjacent to Dane County would choose "No Preference".

NOTE: A post office box address does not qualify as an established place of business.

- No Preference
- Yes - Dane County
- Yes - Columbia County
- Yes - Dodge County
- Yes - Green County
- Yes - Jefferson County
- Yes - Iowa County
- Yes - Rock County
- Yes - Sauk County

\*Response required

#### 7.2.2. *Fair Labor Practice Certification \**

Has your company been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed?

If **yes** is answered, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission.

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

Yes and any relevant information regarding such violation has been or will be uploaded with this bid submission.

No

\*Response required

### *7.2.3. Designation of Confidential and Proprietary Information\**

Please specify what information you wish to designate as confidential and proprietary. Please identify section/ pages/ topic /documents, etc.

**NOTE: Pricing sections cannot be designated as confidential and proprietary.**

*If nothing will be designated, simply type "None" in the section below.*

\*Response required

### *7.2.4. Did you attend the vendor conference?\**

Yes

No

\*Response required

## **7.3. RFP ADDENDA**

*7.3.1. I understand that if any addendum is issued I will have to acknowledge the posted addendum. \**

Yes

No

\*Response required

*7.3.2. If an addendum is posted after I have submitted my proposal response and the resulting addendum requires action to be taken either in the Specification Section or Pricing Section, I understand that:\**

1. I will have to unsubmit my proposal response.

2. I will have to acknowledge the posted addendum.
3. I will have to take action in responding to the changes on either the Specification Section or Pricing Section.
4. I will then have to resubmit my proposal response.

Further instructions on addendum(a) postings can be found [here](#).

Yes

No

\*Response required

## 7.4. SIGNATURE AFFIDAVIT

### 7.4.1. *RFP Response Signature Affidavit\**

This is an electronic signature form via DocuSign that is required to be signed upon finalizing submission of bid or proposal.

**NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the help articles below:**

[How to Complete DocuSign Forms](#)

[How to Download, Complete and Upload without DocuSign](#)

[Click here to go to the form](#)

\*Response required

## 8. GENERAL GUIDELINES

### 8.1. 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).

### 8.2. ADDENDA & REVISIONS

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted via the County's [eProcurement Portal](#).

It shall be the responsibility of the proposers to regularly monitor the web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) via the eProcurement Portal.

### 8.3. CONTRACT TERM & 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.

### 8.4. 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.

**Multiple proposals from a vendor will be permissible; however, the proposer must create separate accounts with separate log-in sequences, emails, and passwords on the County's eProcurement Portal.**

Please message [procurementsupport@opengov.com](mailto:procurementsupport@opengov.com) with any questions regarding set up.

### 8.5. PROPOSAL ORGANIZATION & FORMAT

Proposers must respond to the Vendor Questionnaire via the eProcurement Portal and organize based on submission instructions.

### 8.6. DESIGNATION OF CONFIDENTIAL & PROPRIETY 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, 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.

## **8.7. VENDOR REGISTRATION**

Vendors are required to register at the County's eProcurement Portal. Registration is free and will ensure that you receive notifications of solicitations that match your profile and category code(s).

Registering allows a vendor the opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Once registered, please check to make sure your vendor information including commodity codes is up-to-date by signing into your account at:

<https://procurement.opengov.com/portal/countyofdane>.

## **8.8. 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.

## 8.9. 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.

## 8.10. FAIR LABOR PRACTICES 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 indicate that you have been found by the NLRB or WERC to have such a violation on the Vendor Information page, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information about the NLRB and WERC can be found using the following links:

[www.nlr.gov](http://www.nlr.gov) and <http://werc.wi.gov>.

## 8.11. 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.

### 8.12. 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.

### 8.13. 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.

### 8.14. RIGHT TO REJECT PROPOSALS & 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.

### 8.15. AWARD & 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.

### 8.16. 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.

### 8.17. GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS

The Cost Proposal section of this RFP is a separate document and can be found on the [www.danepurchasing.com](http://www.danepurchasing.com) as part of the posting for this RFP. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

### 8.18. FIXED PRICE PERIOD

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.



## 9. STANDARD TERMS AND CONDITIONS

### 9.1. 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.

### 9.2. 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.

### 9.3. 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.

### 9.4. 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.

### 9.5. 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.

### 9.6. QUALITY

Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

### 9.7. QUANTITIES

The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

## 9.8. DELIVERY

Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

## 9.9. 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.

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.

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.

## 9.10. 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.

Proposals must be submitted via the County's eProcurement Portal. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

## 9.11. 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.

## 9.12. 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.

## 9.13. 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.

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.

#### 9.14. 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.

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.

#### 9.15. 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.

#### 9.16. 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.

#### 9.17. 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.

#### 9.18. NON-DISCRIMINATION/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.

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.
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.
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.
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.
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.

#### 9.19. 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.

#### 9.20. 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.

1. MATERIAL SAFETY DATA SHEET: <body> 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).

## 9.21. 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.

## 9.22. INDEMNIFICATION & INSURANCE

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.

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.

### 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.

### 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.

### 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.

### 2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

### 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.

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.

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.

### 9.23. 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.

### 9.24. 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.

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.

2. 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.

3. 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.

4. 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.

### 9.25. 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.

## 9.26. 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.

## 9.27. 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.

## 9.28. 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.

## 9.29. 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.

1. VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).
2. 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."