



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Dane County Department of Human Services

RFP NUMBER

RFP #111060

RFP TITLE

MEDICAL ASSISTANCE PERSONAL CARE FOR INDIVIDUALS WITH DISABILITIES

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **Personal Care services**.

**DEADLINE FOR
RFP SUBMISSIONS**

2:00 p.m. Central Time
August 24, 2011

LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED

**SUBMIT RFP TO
THIS ADDRESS**

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

**SPECIAL
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and (4) copies of your technical proposal**
- Submit one original and (1) copy of your cost proposal, separating out personnel from operation costs**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

**DIRECT ALL
INQUIRES TO**

NAME [Francisco Silva](#)

TITLE [Purchasing Agent](#)

PHONE # 608/266-4966

FAX # 608/267-3523

EMAIL silva@countyofdane.com

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: July 13, 2011

TABLE OF CONTENTS

1.0	GENERAL INFORMATION
1.1	Introduction
1.2	Scope
1.3	Needs and Expectations
1.4	Current Operations
1.5	Choice of Providers
1.6	Clarification of the Specifications
1.7	Addendums and or revisions
1.8	Calendar of events
1.9	Contract term and funding
1.10	Reasonable accommodations
2.0	PREPARING AND SUBMITTING A PROPOSAL
2.1	General instructions
2.2	Proprietary information
2.3	Incurring costs
2.4	Vendor registration
2.5	Submittal instructions
2.6	Required copies
2.7	Proposal organization and format
2.8	Oral presentations and site visits
3.0	PROPOSAL SELECTION AND AWARD PROCESS
3.1	Preliminary evaluation
3.2	Proposal scoring
3.3	Right to reject proposals
3.4	Evaluation criteria
3.5	Award and final offers
3.6	Notification of intent to Award
4.0	GENERAL PROPOSAL REQUIREMENTS
4.1	Introduction
4.2	Organization capabilities
4.3	Service Delivery
5.0	TECHNICAL REQUIREMENTS
5.1	Knowledge and experience with physical disabled and within the physical disabled system
5.2	Experience and knowledge of human service system and how it is funded
5.3	Proposer References, including consumer letters
6.0	COST PROPOSAL
6.1	General instructions on submitting cost proposals
6.2	Format for submitting cost proposals
6.3	Fixed Price Period
7.0	SPECIAL CONTRACT TERMS AND CONDITIONS
7.1	Wisconsin Medical Assistance Program
7.2	Payment Method
7.3	Medical Assistance personal care services
8.0	DANE COUNTY ORDINANCE REQUIREMENT
8.1	Living Wage
8.2	Domestic partner equal benefits requirement
9.0	REQUIRED FORMS
	ATTACHMENTS
	A. Signature Affidavit
	B. Vendor Registration
	C. Reference Data Sheet
	D. Designation of Confidential and Proprietary Information
	D. Fair Labor Practices Certification
	F. Cost Summary Format
10.0	STANDARD TERMS & CONDITIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Medical Assistance Personal Care(MA Personal Care) services provided to individuals with physical disabilities.

For Medical Assistance Personal Care services, Dane County operates the program under Wisconsin Medicaid Administrative Code, Rules of Health Services, Chapters HFS 101-108 and specifically, HFS. 107.112 covered services for the personal care program. Dane County is the certified Medical Assistance Provider and all services provided under the contract are billed through the County's Medical Assistance identification number. All revenue is remitted to the County and the policy decisions also are made by Dane County.

The successful provider is subject to a records review audit performed by the County and its contracted nurse, the State of Wisconsin and the federal government's Center for Medicaid and Medicare services.

The County intends to use the results of this process to award one or more contracts or issuance of purchase order for the services described herein.

The contract resulting from this RFP will be administered by Dane County Department of Human Services.

The contract administrator will be Theresa Sanders.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

SPC 104.21 Personal Care Services. This service as defined by the Wisconsin Medicaid Administrative code includes but is not limited to: assistance in bathing, dressing and undressing, feeding, personal hygiene, mobility and ambulation, transferring, lifting, assisting with getting in and out of bed, skin care, light housekeeping, meal preparation, laundry and food shopping.

1.2.2 Objectives

To provide care to Medicaid eligible individuals with disabilities living in their own homes, apartments and other community settings.

1.2.3 Eligibility

The target populations are Medicaid eligible children and adults with developmental disabilities and adults with physical disabilities. Only

individuals participating in county-funded programs are eligible for this program.

1.3. Needs and Expectations

- 1.3.1. Staffing capabilities to provide Personal Care services within five working days after the referral is made.
- 1.3.2 Back-up staff available when the initial worker is unavailable or doesn't show-up for work. Back-up staff must be available within three hours of the original start time.
- 1.3.3 Ability to travel to individual homes anywhere in Dane County.
- 1.3.4 A quality assurance mechanism for monitoring the worker's job performance and gathering input from the consumers.
- 1.3.5 Computerized records for tracking, billing and reporting system.
- 1.3.6 An established, well documented accounting system that complies with general accounting principles.
- 1.3.7 The following records are required in a central file for personal care services: consumer care records, agency policies and personnel practices, employee records, workers daily task sheets and time sheets, employees training records, nursing assessments, prior authorization forms, doctor order for services, individual's plan of care, billing claims and other records required by the state's Medical Assistance program.
- 1.3.8 Extensive knowledge and experience with the program requirements for the State of Wisconsin Medical Assistance Personal Care program.
- 1.3.9 Familiarity with the State of Wisconsin Medical Assistance requirements for Prior Authorization for services.
- 1.4.0 Qualified registered nurses are required to perform the following duties: home care assessment, plan of care, supervise the workers, arrange for the doctor's order of care, entering consumer data on the state's electronic Personal Care Screening Tool(PCST) for authorizing hours of services, coordinating the personal care services with other medical providers, including Medicare billing, and other duties required by the State of Wisconsin Medical Assistance Personal Care program under Wisconsin Administrative Code HFS 107.112.
- 1.4.1 Adequate computerized tracking system for reporting, documenting and monitoring home care assessments and care plans.
- 1.4.2 Sufficient workforce to provide direct care services to over 341 individuals with physical care needs. Services must be available seven days per week and sufficient staff capacity to provide care at the authorized level of care.

- 1.4.3 Ability to operate the program solely on the MA revenue that is earned. The monthly payment from the county to the provider is based on MA revenue generated.
- 1.4.5 Ability to promptly and accurately transmit billing claims to Forward Health, the State of Wisconsin's claims administrator for the Medical Assistance program.
- 1.4.6 For Home Health Care agencies and state certified Personal Care only agencies, please provide a copy of your license or certification, training requirements and curriculum for providing personal care services.
- 1.4.7 Have a good understanding of the complexity of the billing and reporting processes associated with consumers who receive both CIP/MA Waiver program funding and MA Personal Care services.
- 1.4.8 Must have the capabilities to meet service demand throughout the week and during peak times—approximately 6:00 a.m., 3:00 p.m. and at bed times.
- 1.4.9 Capabilities to receive referrals and coordinate the services with the various county contracted agencies that provide case management and/or broker services to individuals enrolled in the COP and Medicaid Waiver programs. The successful Provider must meet periodically with the case managers and brokers for the purpose of reviewing the individual's service plan and coordinating other community supports with personal care.
- 1.5.0 All records including personnel files must be readily available to the County and its designated agents, including the contracted nurse consultant.

1.4 Current Operations

Dane County Department of Human Services currently contracts with two agencies, Community Living Alliance and Maxim Healthcare Services for personal care services provided to individuals with disabilities living in their own homes or apartments.

Dane County Department of Human Services is looking for one or more vendors to provide personal care services to the 341 current individuals, and newly referred individuals.

2010 data for current program

- 1. Number of people served: 341
- 2. 82% are adults and 18% are children with disabilities.
- 3. Annual hours billed to Medical Assistance 583,008 or an average of 48,584 per month.
- 4. 90% of the consumers live in the greater Madison area(Madison, Middleton, Monona and Fitchburg), and 10% reside outside of the Metropolitan Madison area.

5. The County is reimbursed from the State's Medicaid program \$16.08 per hour for personal care services. Dane County currently supplements the MA rate with a \$0.15 per hour to partially assist with Living Wage costs.
6. Maximum funding available to the successful provider is dependent upon the revenue generated by billing the Wisconsin Medicaid Program. For year 2011, the County budgeted \$9,983,816.
7. The successful provider must pay all staff at the County's current Living Wage which is \$10.61 per hour in 2011 and \$10.75 in 2012.
8. The future of the Medicaid Assistance Personal Care program is dependent upon the State of Wisconsin's long term care initiatives which include personal care services. The timeframe for Dane County to participate in the state's managed care system is unclear. It is possible, Dane County will eventually discontinue contracting for MA Personal Care services.

1.5 Choice of Providers

- 1.5.1 The County is interested in offering consumers a choice of providers for individuals to choose from. The county believes individuals with disabilities should select their own provider who best fits their physical care needs and is best able to help them live a productive and meaningful life.
- 1.5.2 The County will inform its Waiver case management agencies and Support Brokers of the results of this RFP process so that the case managers and brokers are aware of the options available to consumers.
- 1.5.4 The County prefers proposals that fully cover costs with the Medicaid reimbursement of \$16.08 per hour.

1.6 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (Electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6).

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.

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

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.

1.7 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 and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com.

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

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

1.8 Calendar of Events

Listed below are specific and estimated dates and times of actions 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 a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
July 13, 2011	Date of issue of the RFP
August 8 2011	Last day for submitting written inquiries (2:00 p.m. Central Time)
August 15, 2011	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
August 24, 2011	Proposals due from vendors
August 29 to September 12, 2011	Evaluation Team review proposals
October 17, 2011	Notification of intent to award sent to vendors
January 1, 2012	Contract start date

1.9 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date. There is a maximum of \$10.486 million dollars available. The contract period runs from January 1 to December 31, 2012 with an option of renewing by mutual consent, for four (4) additional one-year periods.

1.10 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 at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP maybe the basis for rejecting a response.

Elaborate proposals(e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

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.

2.3 Incurring Cost

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

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not

be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- ❑ Proposer's name and address
- ❑ Request for proposal title
- ❑ Request for proposal number
- ❑ Proposal due date

2.6 Required Copies

Proposers must submit **an original and 4 copies of the RFP** including the materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings listed below. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications
 - References(See Section 5.3)
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 9 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Registration
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Fair Labor Practices Certification
 - Attachment F Cost Summary Page
- Appendices (Additional Information the proposer submits)

2.8 Oral Presentations and Site Visits

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.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory 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.

3.2 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 and references. 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.

3.3 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.

3.4. Evaluation Criteria

<u>Description</u>	<u>Points</u>
General requirements	40
a. Organizational Capabilities	20
b. Service Delivery	20
Technical requirements	40
a. Experience and knowledge in working with the physical disabled individuals and within a network of service providers.	30
b. Experience and knowledge of the human service system and how it is funded.	10
Cost	<u>20</u>
Total Points	100

3.5 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

3.6 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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one (1) page overview of your firm's interest in the project. See Section 1.2 for Scope of the Project details.

4.2 Organization Capabilities

Describe the firm's experience and capabilities. Be specific and identify projects, dates, and results.

- a. Experience with people with disabilities living in their own homes and receiving in-home supports.
- b. Describe the service provided and how was it organized and implemented in the consumer's home.
- c. Either in this section or elsewhere in your proposal, describe your organization's ability to meet the elements listed in 1.3 Needs and Expectations.

4.3 Service Delivery

- a. Describe the educational and work experiences for each of the key staff and the role of each key staff person who would be assigned to these services. Attach a copy of the: job descriptions for each staff and training curriculum and **mark as Appendix A.**
- b. Describe the communication process between the Proposer, consumer and the referring agencies.
- c. Briefly describe your methodology for monitoring program operations; job performance indicators and on-going quality improvement plans.
- d. Describe the process for addressing an individual consumer need and responding to questions as they arise.

5.0 TECHNICAL REQUIREMENTS

- 5.1 Experience and knowledge in working with people with disabilities and within the county-funded provider system in Dane County.

Provide narrative describing how your firm addresses each of the following areas:

- a. Knowledge and experience working with Medical Assistance Personal Care administrative policies.
- b. Practice of working with nurses overseeing the personal care services.
- c. Billing and tracking work performed by the workers, authorized by the nurse and the consumer.
- d. Provide a narrative to demonstrate ability to coordinate the referrals between the Proposer, nurse and individual consumers.

5.2 Experience and knowledge of the human service system and how it is funded

Provide narrative detailing understanding of the human service system, its interconnectedness and how programs are funded. The Proposer should describe the degree to which they are familiar with Dane County's purchase of service provider network.

5.3 Proposer References. Complete Attachment C

Proposers must include in their RFP's a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. Also submit three (3) consumer references. The results of the references will be provided to the evaluation team.

6.0 COST SUMMARY

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the cover page of the RFP (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

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.

6.2 Format for Submitting Cost Proposals

Refer to Attachment F.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days from the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

- 7.1 Consumers enrolled in the Wisconsin Medical Assistance Program (WMAP)
For consumers enrolled in the Wisconsin Medical Assistance Program (WMAP), the PROVIDER agency must submit billings for Personal Care Services covered by the consumer's MA card. The PROVIDER is responsible for billing the Medical Assistance Program under the County's Medical Assistance number. The County expects to reimburse the successful PROVIDER the billing rate of \$1.36 per claim. The claims rate is outside of the \$16.08 MA Personal Care reimbursement.

7.2 Payment Method (See Appendix A for an example)

For personal care services, funding for this program will be paid to up to the contracted amount. The PROVIDER is reimbursed only if PROVIDER earns the funding through billing the Wisconsin Medical Assistance Program. The PROVIDER shall submit monthly vouchers the unit rate times the number of units paid by the State to the COUNTY. PROVIDER will determine the number of units paid to COUNTY by using the Remittance and Status Advice reports received by PROVIDER and dividing the amount paid by the current MA rate for the service as indicated on the contract Program Summary form.

7.3 Medical Assistance Personal Care Services

For Medical Assistance Personal Care services, the COUNTY will pay PROVIDER on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY received payment from the State rather than the dates of billed services.

8.0 DANE COUNTY ORDINANCE REQUIREMENTS

8.1 Living wage requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2012 is \$10.75. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm.

- 8.2 Pursuant to Dane County Ordinance Chapter 25.016, certain contractors doing business with Dane County are required to offer equal benefits to employees in a domestic partner relationship as they do to employees in a marital relationship. Under county ordinance, benefits are defined as: bereavement leave, family medical leave, sick leave, health benefits, dental benefits, disability benefits, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits. These benefits must be provided to domestic partners of employees if the benefits are available to the spouse or married employees.

RFP COVER PAGE SIGNATURE AFFIDAVIT	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

The undersigned, for and on behalf of the **PROPOSER, BIDDER OR APPLICANT** named herein, certifies as follows:

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

REFERENCE DATA SHEET	
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. Also attach a minimum of three (3) consumer references.	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	

Designation of Confidential and Proprietary Information		
The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.		
Section	Page Number	Topic

Check mark : This firm is not designating any information as proprietary and confidential witch qualifies as trade secrete.

Prices 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.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response 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 agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

The undersigned, for and on behalf of the PROPOSER, BIDDER OR APPLICANT named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced PROPOSER, BIDDER OR APPLICANT, which has a submitted a proposal, bid or application for a contract with the county of Dane.

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not 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 Certification is signed.

_____ 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 Certification is signed

Date Signed: _____

_____ Officer or Authorized Agent

_____ Business Name

NOTE: You can find information regarding the violations described above at:
www.nlrb.gov and <http://werc.wi.gov>.

For Reference Dane County Ord. 28.11 (28) 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.

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

List all staff positions funded by the County's MA Personal Care program, and include an asterisk* by the staff responsible for preparing Medical Assistance billings. Please identify your agency's definition of FTE. The County defines (1) FTE as 2080 annual hours.

Staff Position Title	FTE(Definition)

Rate per hour	\$
----------------------	-----------

STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)

DCO CHS 19.25 Rev. 07/07

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.

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 in this request 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 which may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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 contracting department 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 dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 or services, or combination of both. 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. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful 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 the successful 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 coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful 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 the successful 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 the successful 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 the successful vendor and shall cooperate with the successful

vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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 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 visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

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 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.

22.3 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. In any event, bid prices will not be held confidential after award of contract.

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 County of Dane (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-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. 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.

26.1 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 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage

requirements as set forth in section 25.015, Dane County Ordinances.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

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

28.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

28.05 PROVIDER 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 or union organizing."