

Dane County Vendor Registration Program

All bidders wishing to receive a bid/proposal award must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received prior to the bid award.



Request for Proposal (RFP)

For

County of Dane, Wisconsin

**Department of Human Services
Badger Prairie Health Care Center**

Dental Services

RFP # 6081

Proposals must be submitted
no later than
2:00 P.M., November 26, 2002

For further information regarding this
RFP, contact Wayne Hanson at (608) 266-4131.

Issued by
Dane County Purchasing Division
Department of Administration

October 16, 2002

LATE PROPOSALS WILL BE REJECTED

**DENTAL SERVICES
REQUEST FOR PROPOSAL #6081**

GENERAL INFORMATION

I. INTRODUCTION

The Dane County Badger Prairie Health Care Center, a long-term psychiatric and rehabilitation facility, is seeking the services of a dentist to provide dental services as described in the Scope of Services section of this Request for Proposal.

II. PROPOSAL DUE DATE

An original and two (2) copies of each proposal are to be received by Dane County up to and including 2 p.m., November 26, 2002. Late proposals will not be accepted.

All proposals are to be addressed to:

Dane County Purchasing Division
Room 425, City-County Building
210 Martin Luther King, Jr., Boulevard
Madison, WI 53703-3345

The following notation must be in the lower, left-hand corner of your sealed submittal envelope:

Proposal # 6081
Dental Services
2 p.m., November 26, 2002

III. PROPOSAL AND CONTRACT SECURITY

No proposal bond or performance bond is required.

IV. CHANGES IN REQUEST FOR PROPOSAL (RFP)

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by the County and furnished to all interested parties that have received copies of the original RFP. Please acknowledge the receipt of any addendum(s) in the appropriate section, as directed in the addendum.

V. REASONABLE ACCOMODATIONS

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, contact the Purchasing Division at (608) 266-4131 (voice) or (608) 266-4941 (TTY).

VI. RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

Dane 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.

VII. TERM OF CONTRACT

The initial contract will be for the period January 1, 2003, through December 31, 2003. There will be two possible one-year extensions, if mutually agreeable.

VIII. PROPOSAL FORMAT

Each proposer shall be required to include the following items in their proposal. Exclusion of any of these items could be grounds for proposal rejection by Dane County.

- A signed Signature Affidavit.
- An employment history resume, two references, and other information addressing the desired qualifications listed in the RFP.
- A description of your training and experience as they relate to dental treatment services.
- A description of the level of services that you intend to provide, which demonstrates a clear understanding of the work to be performed, as described in the Scope of Services section of the RFP.
- Cost information as requested.
- Providers who wish to submit multiple proposals are invited to do so. If more than one proposal is submitted, all must be complete and comply with all instructions in this RFP. Each proposal should be clearly marked Proposal #1, Proposal #2, etc., on the cover page.

Selection will be based only on the proposal submitted and the subsequent interviews, if any; therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

IX. EVALUATION OF PROPOSALS

The Badger Prairie Health Care Center evaluation team will review all proposals according to the following criteria.

- A. Qualifications – 40%
 - 1. Minimum of Doctor of Dental Services Degree from an accredited school of dentistry recognized by the American Dental Association.
 - 2. State certified by the Wisconsin Board of Regulation/Licensing and by the National Board of Dentistry.
 - 3. Minimum of 2-3 years combined experience working with special populations or experience in an institutional setting.
 - 4. Ability to provide emergency dental services. Demonstrated ability to coordinate dental services with local hospitals for special extractions or gum procedures.
 - 5. Understanding of HSS 132 and MDS Assessment process and forms is helpful.
 - 6. Two references validating skill, attitude, professionalism and experience. The facility will contact the Wisconsin Crime Reference Bureau and the Department of Regulation and Licensing for any pending violations.
 - 7. Annual TB skin test is required.
 - 8. Knowledge of the Medicaid billing protocol for dental services.
 - 9. Ability to provide dental backup services in case of vacations or other scheduling conflicts.

- B. Price (hourly rate and annual total) – 60%

X. QUESTIONS CONCERNING THIS RFP SHOULD BE DIRECTED TO:

Jack D. Nelson
Administrator
Badger Prairie Health Care Center
1100 East Verona Avenue
Verona, WI 53593
(608) 845-1210

Questions should be submitted no later than November 15, 2002, to allow for a timely response before the proposal due date.

XI. PROPRIETARY INFORMATION

Any restrictions on the use of data contained within a proposal and all confidential information must be clearly stated at the top and bottom of each page of the proposal. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposals from public view until the approval of the awarded contract, at which time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

XII. INCURRING COSTS

Dane County is not liable for any costs incurred in replying to the RFP.

XIII. TAXES

Dane County is exempt from all federal, state, and local taxes.

XIV. BACKGROUND

Badger Prairie Health Care Center is an important link in the community health care system. The facility, operated by the County, provides services and treatment to people with behavioral, emotional, or psychiatric disorders that keep them from living in family settings, in the community, or in traditional nursing homes. Specialized residential units offer modern and individualized services that take into account age, disability, and treatment needs. The interdisciplinary approach to care is holistic and goal-directed. The facility is licensed for 131 beds and has an average daily census of 112 residents.

XV. FACILITY OBLIGATIONS

Badger Prairie shall furnish space at the Badger Prairie Health Care Center in which dental services are to be performed. In addition, the facility shall furnish necessary dental equipment and tools and dental supplies so as to enable the provider to properly fulfill those undertakings in furnishing dental services to the residents of Badger Prairie Health Care Center. The facility shall pay for all dental laboratory fees required in the practice of dentistry for the residents. The facility shall provide the assistance of nursing staff from time to time. The facility will employ a dental assistant for a minimum of eight (8) hours per week, to assist the provider in accomplishing services for the facility.

XVI. SCOPE OF SERVICES

Special Features
Schedule A
Services to be Provided

The duties of the Dentist shall include professional dental services for Badger Prairie Health Care Center residents.

The dental schedule shall be at least one (1) day per week with the option of a few hours for a second day depending upon caseload/need for emergency dental services. This schedule is negotiable, but shall be approved by the Administrator. An average of 4-8 hours of service will be provided each week.

The specific duties include:

A. **MANDATORY REQUIREMENTS**

The following general requirements are mandatory and must be complied with:

1. The provider shall provide and maintain such dental files for each patient as are normally and customarily maintained by a dentist in the State of Wisconsin.
2. The provider will show evidence of current licensure and renewal copies as specified by the Wisconsin Department of Regulation and Licensing and by the National Board of Dentistry.
3. Provider will submit to the Administrator a copy of current CPR certification, TB skin test (annually), and hepatitis B vaccination.

4. Provider will, at all times, comply with all applicable infection control practices as promulgated by OSHA and CDC.
5. The provider will assist in the establishment of workflow guidelines for the Dental Hygienist and Dental Assistant and provide weekly feedback and direction on services provided and needed.
6. Ability to provide emergency dental services to residents who are in acute pain due to difficulty with the teeth, gums, or palate. The provider understands/agrees that periodically more or less than 8 hours per week of professional services may be required to be rendered.
7. The provider will be required to provide backup dental coverage for vacations, absences, or other unplanned changes in work schedule.
8. Provider shall comply with the Health Insurance Portability and Accountability (HIPAA) standards for privacy of individually identifiable health information. Provider shall use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any protected health information.

B. TECHNICAL REQUIREMENTS

1. Admission an annual dental examinations for each resident, in accordance with the requirements of Chapter HSS-132 of the Wisconsin Administrative Code and acts amendatory thereto as well as Titles XVIII and XIX of the Social Security Act. Exams will include inspection of the oral cavity, for signs for disease, diagnosis of dental disease, development of a treatment plan and dental radiographs as needed.
2. Other dental services will include restorations, extractions, root canals, dentures, partials, crowns, and lab repairs.
3. Staff development responsibility in cooperation with the Inservice Education Department of Badger Prairie Health Care Center. One (1) annual inservice to facility staff on resident dental care of disease.
4. Admission exams to be completed within fourteen (14) days of admission of the resident. Complete the Minimum Data Set form for all new admissions.
5. Write prescriptions for antibiotics and other medicines as needed.
6. Address immediate dental concerns in a timely manner and inform nursing staff of resident's status after an invasive procedure has been performed.
7. Establish a regular schedule of days and hours that dental services are to be rendered.
8. Inform the facility switchboard when the schedule cannot be met, and inform the Administrator of permanent changes.
9. Explain procedures to all residents and if need be, have nursing staff or social worker present when comprehension of procedure is questionable. Obtain guardian consent for extractions, etc. when necessary. Request staff assistance when needed to ensure safety.
10. Write recommendations for residents, document for hygienist and write referrals for residents to see dental specialists as needed.
11. Use universal precautions at all times when providing care to residents and in cleaning equipment.
12. Monitor directives from OSHA and CDC as they relate to infection control practices and keep the facility informed of changes.
13. At end of day, sterilize dental instruments when dental services are completed.

14. Maintain accurate and legible dental logs. Dental Assistant should submit logs to Administrator on a monthly basis.
15. Dress in a professional manner and promote a positive work environment.
16. The provider may be required to participate periodically with billing studies for the Bureau of Quality Compliance.
17. Keep the Administrator/Nursing Director informed of significant back logs in residents needing dental services on a monthly basis.

Financial Requirements and Pricing

1. The contract term shall be for the period January 1, 2003, through December 31, 2003. There will be two possible one-year extensions, if mutually agreeable. The hourly rate shall be for on-site dental services. Any preparation or travel time must be included in the hourly rate and not billed separately. As a minimum, the provider shall invoice the facility monthly by the 10th day of the subsequent month. Actual hours shall be scheduled so that the total annual cost will not exceed the amount budgeted for dental services.
2. Each bill shall differentiate between billable and nonbillable services as defined by the Wisconsin Department of Health and Family Services.
3. The provider will assist the facility with billing for approved services to the Medicaid program by completing timely prior authorizations.
4. The provider shall comply with the requirement of Section 952 of the Omnibus Reconciliation Act of 1980, enacted December 5, 1980, amended Section 1861 (v)(1)(I) of the Social Security Act, as specified in Section 2440.1 of the Medicare Provider Reimbursement Manual, with respect to Access to Books, Documents, and Records of Subcontractors.
5. The Dane County Living Wage ordinance applies to this contract. See Paragraph 28 of the Standard Terms and Conditions. The 2002 living wage is \$8.49/hr.

Period	Hourly Rate
January 1, 2003 – December 31, 2003	\$ _____
January 1, 2004 – December 31, 2004	\$ _____
January 1, 2005 – December 31, 2005	\$ _____

SIGNATURE AFFIDAVIT

In signing this bid, 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

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

Name (Type or Print)

Title

Signature

Firm

Address: (Street, City , State, Zip Code)

Telephone

Fax

E-Mail

Date

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

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. Further, the 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 the vendors shall be held liable.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Dane County.

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. Shipments sent C.O.D. or freight collect will not be accepted.

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. Any increase proposed shall be submitted to the contracting department thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be 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 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.

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. Quantities involved, 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 otherwise, 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 Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Dane County normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

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: Dane 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, including all its departments, 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. Dane County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor 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: 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 contractor 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 contractor 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 contractor agrees, in accordance with WI Stats. sec. 111.321 and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, and 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 contractor shall provide an 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 Contractors 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 contract compliance office 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 contractor 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 the conditions of this clause may result in the contractor's being declared ineligible to do business with the county, termination of the contract, or subject to withholding of payment.

16.4 The contractor 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 contractor 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 contractor guarantees goods sold to Dane County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will at its own expense defend every suit which shall be brought against Dane County (provided that such contractor 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 Dane 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. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in

this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Dane County shall:

20.1 Maintain worker's compensation insurance 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 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 \$1,000,000.00 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 limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor 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 may not be 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 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 become 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 WI Stats 19.36(5) must be identified on a designation of Confidential and Proprietary Information form. In any event bid prices will not be held confidential after award or 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 contractor 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 contractor 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 CONTACTS: 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 contractor 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: The successful bidder on a contract where payment to the contractor is based on the contractor's costs 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 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 contractor. The contractor 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: Contractor 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 years 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 years 2000; and c) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT The successful bidder shall:

- Pay the county's living wage to all its employees engaged in performance of the work, whether on a full-time or part-time basis.
- Make available for the county's inspection its payroll records relating to employees providing services under the agreement.

- Submit certifications as required in section 25.015(7), D.C. Ords.
- Display the county's current living wage poster in a prominent place where it can be easily seen and read by employees.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the successful bidder 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 contractor the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 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.