



# REQUEST FOR PROPOSAL (RFP)

## DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

|  |  |  |
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| <b>RFP NUMBER</b>                      | <b>119023</b>  |  |
| <b>RFP TITLE</b>                       | <b>Forensic Toxicology Services</b>  |  |
| <b>RFP DEADLINE</b>                    | <b>October 1, 2019</b><br><b>2:00 p.m. (CST)</b><br><br>Late proposals, faxed proposals, electronic mail proposals or unsigned proposals will be rejected. |  |
| <b>SUBMIT PROPOSAL TO THIS ADDRESS</b> | CITY COUNTY BUILDING<br>DANE COUNTY PURCHASING DIVISION<br>210 MARTIN LUTHER KING JR BLVD ROOM 425<br>MADISON, WI 53703-3345                               |  |
| <b>DIRECT ALL INQUIRES TO</b>          | <b>NAME</b>  | Carolyn A. Clow  |
|  | <b>TITLE</b>   | Purchasing Agent   |
|  | <b>PHONE #</b>   | 608/266-4966   |
|  | <b>EMAIL</b>   | <a href="mailto:Clow.carolyn@countyofdane.com">Clow.carolyn@countyofdane.com</a> |
|  | <b>WEB SITE</b>  | <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>               |

**DATE ISSUED:** August 14, 2019

### PROPOSAL SUBMISSION CHECKLIST

| # of Proposals  | Proposal Delivery  |
|---|--|
| <input type="checkbox"/> (1) original<br><input type="checkbox"/> (3) copies<br><input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive<br><input type="checkbox"/> Cost proposal original and one copy in a separate envelope per Section 5.1.<br><input type="checkbox"/> Up-to-date Vendor Registration | <input type="checkbox"/> Sealed envelope/package containing proposals and labeled with:<br>Vendor Name<br>Bid Number<br>Bid Deadline Date/Time |

**PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER**

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## 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 to provide forensic toxicology services for the Dane County Medical Examiner's Office according to the specifications set forth within this document.

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

**The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.**

### 1.2 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** (Section 1.5).

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

### 1.3 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).

### 1.4 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 [website](#).

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 Vendor Information Page.

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

**1.5 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 an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

| <b>DATE</b>        | <b>EVENT</b>  |
|--------------------|---|
| August 14, 2019    | RFP Issued  |
| September 13, 2019 | Last day to submit written inquiries (2:00 p.m. CST)  |
| September 17, 2019 | Addendums or supplements to the RFP posted on the Purchasing Division <a href="#">website</a> |
| October 1, 2019    | Proposals due (2:00 p.m. CST)   |
| Late October 2019  | Interviews (if needed)  |
| November 2019      | Vendor Selection/Award  |

**1.6 Contract Term and Funding**

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

**1.7 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.

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

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

**1.8 Multiple Proposals**

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

**1.9 Required Copies**

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP.

## SECTION 1 – GENERAL INFORMATION

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 saved on a Flash Drive.**

### **1.10 Proposal Organization and Format**

Proposals should be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

### **1.11 Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. 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.

### **1.12 Cooperative Purchasing**

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

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

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

### **1.13 Vendor Registration Program:**

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

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

#### For Non-Registered Vendors:

Complete vendor registration by visiting [www.danepurchasing.com](http://www.danepurchasing.com). On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of

re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

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

**1.14 Local Purchasing Ordinance**

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

**1.15 Dane County Sustainability Principles**

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

**1.16 Fair Labor Practice Certification**

**Dane County Ord. 25.09 (1) is as follows:**

**(28) BIDDER RESPONSIBILITY. (a)** Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

## SECTION 1 – GENERAL INFORMATION

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

## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.0 PROPOSAL SELECTION AND AWARD PROCESS

#### 2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. 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.

#### 2.2 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. 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.

#### 2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

#### 2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| <b>Proposal Requirements</b>                      | <b>Percent</b>    |
|---|-------------------|
| <b>Organization Capabilities</b><br>(Section 4.3) | 20%               |
| <b>Testing Capabilities</b><br>(Section 4.4)      | 20%               |
| <b>Staff Qualifications</b><br>(Section 4.5)      | 10%               |
| <b>Chain of Custody</b><br>(Section 4.6)          | 10%               |
| <b>Reporting</b><br>(Section 4.7)                 | 10%               |
| <b>Cost</b>                                       | <b>Percent</b>    |
| <b>Cost</b><br>(Section 5)                        | 30%               |
|   | <b>Total 100%</b> |



## SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

### 2.5 **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.

### 2.6 **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.

### 2.7 **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.

### 3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

#### 3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

**ABCC:** American Board of Clinical Chemistry.

**ABFT:** American Board of Forensic Toxicology.

**ASCLD-LAB:** American Society of Crime Lab Directors – Laboratory Accreditation Board.

**CAP:** College of American Pathologists.

**CAP/LAP:** College of American Pathologists Laboratory Accreditation Program.

**County:** Dane County

**County Agency:** Department/Division utilizing the service or product.

**Dane County Purchasing website:** [www.danepurchasing.com](http://www.danepurchasing.com)

**DEA:** Federal Drug Enforcement Agency.

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

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

#### 3.2 Scope of Services/Specification Overview

##### **Project Description**

The Dane County Medical Examiner's Office is attempting to find acceptable vendor(s) to provide forensic toxicology services for death investigation cases. The Dane County Medical Examiner's Office Conducts death investigation inside Dane County and has forensic pathologists that conduct autopsy medicine for Dane County cases as well as for several outside County Coroner and Medical Examiner Offices. The population of Dane County is just over 500,000 people. The Medical Examiner has three forensic pathologists and the office currently conducts between 600 and 900 autopsies per year for which toxicology samples are submitted for each case. Additionally, toxicology testing is done on a portion of other cases where autopsies are not performed.

The Medical Examiner's Office continues to increase the number of outside counties it serves. This referral autopsy service is expected to grow over the next few years. Minimally, blood, vitreous and urine are submitted for testing on every autopsy case where those samples are available. The samples are submitted for a comprehensive drug panel testing. Additional testing based on results from preliminary testing is also requested at times.

Dane County seeks a provider who has a proven familiarity with Coroner / Medical Examiner testing requirements in a forensic setting as well as the ability to offer a varied comprehensive qualitative and quantitative toxicology tests on various post mortem as well as ante mortem samples to include blood, vitreous humor, urine, stomach contents, bile, all solid organs, hair, bone and nails, teeth, and injection site samples.

**Objectives:** The objective of this contract is to facilitate accurate and timely Forensic Toxicology services.

## SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

### **Needs**

The Medical Examiner's Office requires forensic toxicology testing and expert testimony performed by an accredited laboratory with properly trained toxicologists.

### **Current Operations**

Currently the Medical Examiner's Office accepts jurisdiction of between 1200 and 1500 Dane County deaths per year. The Medical Examiner's Office conducts between 600 and 900 autopsies per year for Dane County and other outside county customers. In total, the Medical Examiner's Office submits varied toxicology samples for testing in roughly 600 – 900 cases total per year. Currently AXIS Laboratory provides these services to the Dane County Medical Examiner's Office and their partners.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Hardcopies shall be bound in an 8½” x 11” format, but 11”x17” pages for graphics may be included. The RFP sections which should be submitted/responded to are:

#### 4.1 Required Form – Attachment A – Vendor Information

#### 4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

#### 4.3 Tab 1: Organization Capabilities

**Provide a narrative description of how the laboratory meets the following criteria. Attach licenses, certificates of accreditation and other documents to prove compliance.**

- The proposer (Laboratory) must be accredited by the American Board of Forensic Toxicology (ABFT) and American Society of Crime Laboratory Directors (ASCLD).
- The Proposer (Laboratory) must have a DEA license to handle controlled substances and validated methods to identify and quantitate controlled substances.
- The proposer must be able to prove the capability to handle at least 2000 postmortem cases per month in the last year and operational flexibility to increase capacity if necessary to support mass fatality related fatalities.
- The proposer shall have internal Quality Assurance (QA) and Quality Control (QC) department dedicated to monitoring testing protocols as well as results. These QA and QC departments shall use both in-house and outside proficiency testing to maintain standards.
- The proposer shall provide a complete copy of their Quality Assurance Manual and provide updates as modifications or changes are made.
- Proposer shall provide long term secured refrigerated/frozen storage of autopsy samples, with an operational approach that minimizes the need to consume entire samples.

#### 4.4 Tab 2: Testing

**Provide a narrative description of how the laboratory meets the following criteria. Attach licenses, certificates of accreditation and other documents to prove compliance.**

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- Proposer must provide a turn-around time from receipt of sample to the issuance of results with an average of 10 days or less.
- Proposer (Laboratory) must have validated methods available for detection of broad range of controlled, prescription and over the counter compounds, metals, environmental toxins, vitreous electrolytes routinely requested in routine postmortem cases, as well as capability to test for more esoteric compounds such as : 1,4 Difluoroethane. Ability to perform work in all postmortem sample matrices such as tissues, fluids and decomposition materials.

Proposer (Laboratory) must have the ability to test for Novel Psychoactive Substances (NPS) including but not limited to synthetic opioids and benzodiazapines

- Proposer (Laboratory) shall have the following analytical capabilities:
  - Immunoassay
  - Gas and liquid Chromatography with multiple detectors (GC/NPD, GC/FID, GC/MS, HPLC/UV, HPLC/Fluorescence, HPLC/EC, HPLC/EC, HPLC/DAD)
  - ICP/MS – one shot broad screening for metals and metalloids (approximately 72 elements)
  - GC/MS
  - LC/MS
  - LC/MS/MS
  - TOF – Time of Flight
- Toxicology – require laboratory to exhibit proof of existing methods upon request for two independent testing technologies for an analyte and quantitation capabilities
  - Drug Identification – require laboratory to perform all reported testing by two independent tests and have capability of performing quantitation when necessary by the appropriate method.
- List specific compounds and reporting limits required for testing and levels of detection for each substance or compound
- Proposer (Laboratory) shall articulate how they remain aware of and develop and evaluate methods to detect new or emerging toxins of interest to the death investigation community.
- Proposer (Laboratory) shall have a formal active process to evaluate, develop and validate methods to detect new toxins of interest to the death investigation community.
- Proposer (Laboratory) shall provide notification of any unsuccessful proficiency testing performed by the laboratory.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

### 4.5 Tab 3: Staff Qualifications

**Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. Provide a narrative description of how the laboratory meets the following criteria. Attach licenses to prove compliance.**

- Proposer's Laboratory Director must be D(ABFT) Board Certified and the Laboratory must have a minimum of two additional D(ABFT) Certified Forensic Toxicologists to provide redundancy of qualified staff, interpretive support and guidance as well as testimony and litigation support.
- Proposer (Laboratory) must have at least 1 dedicated Forensic Toxicologist available on site to answer incoming client inquiries from Monday-Friday during routine working hours. Forensic Client support available Monday-Friday from 8am-7:00pm (Central Standard Time). Staff is available via e-mail and via phone.
- Proposer (Laboratory) must perform all toxicology analysis on premises of their laboratory to assure sample integrity and consistency of quality requirements, unless otherwise specifically disclosed and approved by the County.
- Professional toxicology staff and operational department available to comprehensively manage expert services such as subpoena demands, litigation packages, testimony, depositions etc.

### 4.6 Tab 4: Chain of Custody

**Provide a narrative description of how the laboratory meets the following criteria. Attach licenses, certificates of accreditation and other documents to prove compliance.**

- The proposer shall have the ability to receive and process samples that are shipped from autopsy locations Monday through Friday. This ability must document chain of custody throughout process.
- Proposer (Laboratory) must have a legally defensible chain of custody protocol that documents the handling of incoming samples from the point of receipt at the laboratory, through analysis, to the point of storage or return to submitting agency.
- Proposer (Laboratory) must supply commercially manufactured and quality controlled collection kits specific for forensic cases, chain of custody forms, preprinted requisition forms with chain of custody documentation. These kits should allow for different invoicing options when the varied Wisconsin Tissue Banks are responsible for payment of testing fees. The two additional responsible parties are VERSITI, and American Tissue Services Foundation, and Wisconsin.

## SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- The Proposer (Laboratory) will also invoice separately for Counties that Dane County establishes Intergovernmental Agreements (IGA) with. Currently this includes Rock County and Brown County (serving Door and Oconto). This is likely to increase with time.
- The proposer shall provide for overnight shipping of samples, included at laboratory cost.

### 4.7 **Tab 5: Reporting**

**Provide a narrative description of how the laboratory meets the following criteria. Attach sample reports.**

- Laboratory must provide a toxicology report that is compliant with current test practices in the forensic toxicology community. The minimum requirements for reporting include: Case number, Name of decedent, description of samples submitted on case, quantitative results, useful, interpretive comments on toxic ranges of compounds, methods of testing, complete sample identification, name of board certified D(ABFT) Laboratory Director, description of testing performed, results of toxicological significance.
- Reports will be delivered electronically in an electronic secured file format such as Adobe PDF format via secured web portal, and by email or fax.
- Proposer (Laboratory) will also work with Dane County Department of Information Management to report electronically to the new Case Management system in the first quarter of 2020.

### 4.8 **Tab 6: Proposer References**

Proposers must include in their RFPs 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.

### 4.9 **Required Form – Attachment B – Designation of Confidential & Proprietary Information**

## 5.0 COST PROPOSAL

### 5.1 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 Form (Attachment C) should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal.

Proposer should submit costs for multiple common testing panels inclusive of all compounds from section 4. For example, a 'Drugs of Abuse', Comprehensive Panels, Synthetic Opioids, Synthetic Cathanones etc. which outline the substances tested for, and quantitated in this test, along with the cost of this test.

Other examples of test groups include: vitreous electrolytes, drugs of abuse on vitreous samples. Drugs of abuse on solid organs and tissues. A comprehensive panel on various postmortem samples. Qualitative tests for individual substances such as difluoroethane, or carbon monoxide if these tests are not included in a larger panel. The identification of substances tested in each proposed test should be included in the proposal for consideration.

A comprehensive list of available test panels, substances tested in that panel, and cost of the panel should be provided. The level of detection and quantification for each substance tested.

The proposer shall provide for overnight shipping of samples, included at laboratory cost.

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.

### 5.2 Format for Submitting Cost Proposals

Proposals should be separated by panel offered by proposer to include substances tested for in the panel, the acceptable medium for the test (i.e. blood, vitreous, solid organ etc.) and the cost associated with the panel.

### 5.3 Fixed Price Period

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



| <b>VENDOR INFORMATION</b> |  |
|---------------------------|--|
| <b>VENDOR NAME:</b>       |  |

| <b>Vendor Information (address below will be used to confirm Local Vendor Preference)</b> |  |                  |  |
|---|--|------------------|--|
| <b>Address</b>  |  |                  |  |
| <b>City</b>   |  | <b>County</b>    |  |
| <b>State</b>  |  | <b>Zip+4</b>     |  |
| <b>Vendor Rep. Name</b>   |  | <b>Title</b>     |  |
| <b>Email</b>  |  | <b>Telephone</b> |  |
| <b>Dane County Vendor #</b>   |  |                  |  |

| <b>Fair Labor Practice Certification (check only 1)</b> |  |
|---|--|
| <input type="checkbox"/>                                | Vendor has 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 bid submission is signed. |
| <input type="checkbox"/>                                | Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.     |

| <b>Local Vendor Purchasing Preference</b>                                    |  |
|--|--|
| <b>Are you claiming a local purchasing preference under DCO 25.08(7)?</b>    | <input type="checkbox"/> No<br><input type="checkbox"/> Yes (complete remainder of this section)   |
| <b>Preference as a Dane County Business:</b>                                 | <input type="checkbox"/> Dane  |
| <b>Preference as a business located in a county adjacent to Dane County:</b> | <input type="checkbox"/> Columbia <input type="checkbox"/> Sauk <input type="checkbox"/> Iowa<br><input type="checkbox"/> Green <input type="checkbox"/> Dodge <input type="checkbox"/> Rock<br><input type="checkbox"/> Jefferson |

| <b>Cooperative Purchasing</b> |   |
|-------------------------------|---|
| <input type="checkbox"/>      | I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.        |
| <input type="checkbox"/>      | I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities. |

| <b>Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.</b> |                                      |                                      |                                      |                               |  |
|---|--------------------------------------|--------------------------------------|--------------------------------------|-------------------------------|--|
| Addendum #1 <input type="checkbox"/>  | Addendum #2 <input type="checkbox"/> | Addendum #3 <input type="checkbox"/> | Addendum #4 <input type="checkbox"/> | None <input type="checkbox"/> |  |

| <b>Signature Affidavit</b>   |  |              |  |
|--|--|--------------|--|
| <p>In signing this bid, we 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.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. 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.</p> |  |              |  |
| <b>Signature</b>   |  | <b>Title</b> |  |
| <b>Name (Printed)</b>  |  | <b>Date</b>  |  |

**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 # | Topic |
|---------|--------|-------|
|         |        |       |
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**Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.**

**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, proposer 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

**COST PROPOSAL**

**VENDOR NAME:**

**Submit costs for different testing panels.**

**A comprehensive list of available test panels, substances tested in that panel, and cost of the panel should be provided.**

**Proposer (Laboratory) must supply commercially manufactured and quality controlled collection kits specific for forensic cases, chain of custody forms, preprinted requisition forms with chain of custody documentation.**

**The proposer shall provide for overnight shipping of samples, included at laboratory cost.**

## STANDARD TERMS AND CONDITIONS

### Request for Bids/Proposals/Contracts

Rev. 03/2018

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, “vendor” includes a provider of goods or services, or both, who is responding to an RFP or a bid, and “bid” includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

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

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

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

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be 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 bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

## SECTION 7 – STANDARD TERMS AND CONDITIONS

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 **TAXES:** The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 **GUARANTEED DELIVERY:** Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 **APPLICABLE LAW AND VENUE:** This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 **ASSIGNMENT:** No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 **NONDISCRIMINATION/AFFIRMATIVE ACTION:** During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must

submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 **AMERICANS WITH DISABILITIES ACT:** The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 **PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT:** The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 **WARRANTY:** Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

### 20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and

## SECTION 7 – STANDARD TERMS AND CONDITIONS

representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

### 20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

### 20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### 20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

### 20.2.4. Workers' Compensation.

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

### 20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability

under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor shall furnish County with a Certificate of Insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If vendor's insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on claims-made policies, either vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 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.

## SECTION 7 – STANDARD TERMS AND CONDITIONS

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice,

overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

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

27.05 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing"