



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 03/2021

RFP NUMBER: 121042

**RFP TITLE: Expanded Hours/Same Day
Service Opioid Treatment
Program (OTP)**

**RFP DEADLINE: June 25, 2021
2:00 p.m. (CST)**

**SUBMIT
PROPOSAL TO: Purchasing Bid Dropbox
www.danepurchasing.com**

Late, faxed, mailed, hand-delivered or unsigned bids will be rejected

**DIRECT
ALL INQUIRES
TO:** **Megan Rogan**
Purchasing Officer
(608) 283-1487
rogan.megan@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

- | | | |
|---|--|--|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Response
(Separate from Cost Proposal) | <input type="checkbox"/> Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox |
| <input type="checkbox"/> Read Entire RFP Document | <input type="checkbox"/> Cost Proposal
(Separate from RFP Response) | |

DATE ISSUED | May 21, 2021

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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 for the development and implementation of development of an **Expanded Hours/Same Day Service Opioid Treatment Program (OTP)** 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 **emailed** to the **Purchasing Officer indicated on the cover page** of the RFP Document.

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

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the Purchasing Officer 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 Vendor Conference

There will not be a vendor conference.

1.4 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).

1.5 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.

1.6 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.

DATE	EVENT
May 21, 2021	RFP Issued
June 11, 2021	Last day to submit written inquiries (2:00 p.m. CST)
June 14, 2021	Addendums or supplements to the RFP posted on the Purchasing Division website
June 25, 2021	Proposals due (2:00 p.m. CST)
July 2021	Interviews (if needed)
July/August 2021	Vendor Selection/Award

1.7 Contract Term and Funding

This RFP is funded through the Substance Abuse and Mental Health Services Administration’s (SAMHSA) State Opioid Response grant (SOR) and the Wisconsin Department of Health Services, Division of Care and Treatment Services.

SOR funding for proposed services is available across two grant periods:

- A. The initial capacity building period shall be from the contract execution date and shall run through September 29, 2021. The maximum amount available for this contract term is \$500,000.
- B. The second capacity building and service delivery period shall be from September 30, 2021 through September 29, 2022. The maximum amount for this contract term is \$500,000.
- C. The County reserves the right to award more than one contract in the event the selected proposer’s bid does not utilize the maximum funding available and sufficient funds remain available for additional award(s). The County further reserves the right to negotiate the terms of any additional contracts, including the award amount, with the selected proposer prior to entering into a contract.

1.8 Submittal Instructions

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

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

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.
5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

1.9 Bid Opening and Summary Posting

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. There will be no public bid opening at this time.

1.10 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 clearly labeled as Proposal #1, Proposal #2, etc.

1.11 Proposal Organization and Format

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

1.12 Designation of Confidential and Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the “Designation of Confidential and Proprietary Information” section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper

means by other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

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

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

1.13 Cooperative Purchasing

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

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

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

1.14 Vendor Registration Program:

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

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

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

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

1.15 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.

1.16 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.

1.17 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

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and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

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

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

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 in Section 2.4. 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:

Proposal Requirements	Percent
Organizational Capabilities (Section 4.3)	20%
Staff Capabilities (Section 4.4)	20%
Project Plan (Section 4.6)	25%
Project Timeline (Section 4.7)	15%
Cost	Percent
Cost (Section 5)	20%
Total	100%

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.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

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

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlrb.gov and <http://werc.wi.gov>

MBT: Medication-Based Treatment for opioid use disorder

Purchasing

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

OTP: opioid treatment program, certified by the federal government and State of Wisconsin to dispense methadone and other medications in treatment of opioid use disorder.

OD: opioid use disorder(s)

SAMHSA: Substance Abuse and Mental Health Services Administration

SUD: substance use disorder(s)

3.2 Background

The State of Wisconsin has been battling an opioid epidemic since at least 1999 when deaths involving opioids began to rise following an increase in the prescribing of opioids for the treatment of pain. In 2010 opioid-related deaths rose further as more people began to use heroin, a cheaper and more accessible alternative to prescription opioids. By 2014 deaths involving highly potent, illegally manufactured synthetic opioids like fentanyl began to rise.

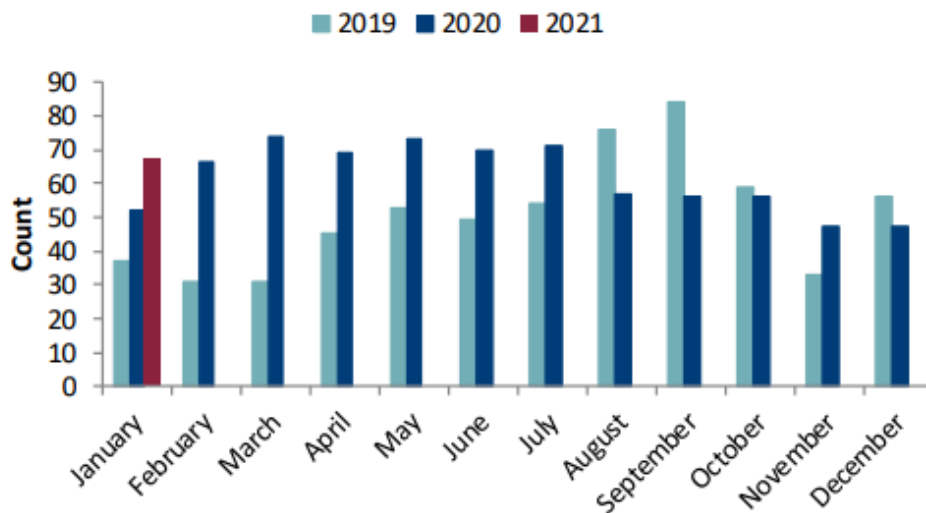
Most recent available data indicate that the Southern Region of Wisconsin experienced significant increases in the number of opioid overdose deaths between 2015 and 2019. Dane County reported a 42% increase in opioid overdose deaths in that period.¹

Opioid Overdose Deaths: WI, So. Reg, & Dane Cty 2015-2019			
Year	Wisconsin	Southern Region*	Dane County
2015	614	118	56
2016	827	195	88
2017	916	180	92
2018	839	189	85
2019	916	203	105
*Adams, Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Juneau, Lafayette, Richland, Rock, Sauk, Vernon counties			

More recent data, while preliminary, show an alarming increase in suspected opioid overdose cases (not necessarily resulting in death) in Wisconsin as determined by ambulance run reports over the last 25 months:

¹ Opioids: Deaths by County Dashboard. <https://www.dhs.wisconsin.gov/opioids/deaths-county.htm>

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Source: Office of Health Informatics, Wisconsin Department of Health Services
Data: Wisconsin Ambulance Run Data System (WARDS)

In addition to the risk of early death from overdose, individuals with an opioid use disorders (OUD) are at higher risk of trauma, suicide, and contracting infectious diseases than the general population. As a result, OUD is a life-threatening condition associated with a 20-fold greater risk of early death due to overdose and associated conditions (National Academies of Sciences, Engineering, and Medicine, 2019, p.1). OUD-related morbidity and mortality continue to be a statewide public health epidemic that impacts far too many lives.

As the Consensus Study Report of the National Academies of Sciences, Engineering, and Medicine (2019) articulates, modern medicine and the science that underpins it, have developed and provided a set of highly effective tools that can help address the opioid epidemic—specifically, three US FDA-approved medications for the treatment of opioid use disorder: methadone, buprenorphine, and extended-release naltrexone. These medications are proven to be effective and to save lives:

By alleviating withdrawal symptoms, reducing opioid cravings, or decreasing the response to future drug use, these medications make people with OUD less likely to return to drug use and risk a fatal overdose. These medications also help people restore their functionality, improve their quality of life, and reintegrate into their families and communities (p.2).

Medication-Based Treatment (MBT) for Opioid Use Disorder

Although “medication-assisted treatment (MAT)” is a term commonly used to describe treatment programs for OUD that include any of the three opioid agonist or antagonist medications, this Request for Proposals will use the term “medication-based treatment for OUD (MBT)” rather than MAT. This change in nomenclature aligns with the National Academies of Sciences, Engineering, and Medicine’s 2019 conceptual framework of OUD as a chronic disorder for which medications are first-line treatments and are often an integral part of a person’s long-term treatment plan, rather than complementary or temporary aids on the path to recovery.

Because each medication has a distinct mechanism of action, the most appropriate medication varies by individual and may change over time. To stem the opioid crisis, it is critical for all FDA-approved options to be available for all people with OUD.

Barriers to Access to Evidence-Based Medical Treatment for Opioid Use Disorder

Despite the safety and efficacy of medication-based treatment, the majority of people with OUD in the United States receive no treatment at all. MBT is severely underused, even in the health care sector in the US. Numerous barriers to access to MBT have been identified including: stigmatizing attitudes toward people with OUD and toward medications in the treatment of OUD; insufficient professional training regarding OUD; insufficient numbers of addiction treatment specialists; inadequate attention to developing systems of care that are centered around consumer needs; treatment times that do not accommodate consumers' work, school and family obligations; treatment that is unavailable during the times when people with an OUD are at the highest risk of overdose; and financial barriers, among others.

3.3 Project Objectives

As the number of people with OUD continues to grow, the need for effective, evidence-based treatment far exceeds the current capacity and ability to deliver it. Through this Request for Proposals (RFP), Dane County is seeking a qualified Opioid Treatment Program (OTP) for the development of an Expanded Hours/Same Day OTP, which will address several systemic barriers that limit treatment capacity and prevent people from accessing medication-based treatment and associated services. The proposed project will:

- a. Create greater access to treatment and minimize barriers to treatment by expanding OTP service, induction times and dosing hours by at least six (6) additional hours per day, a minimum of six (6) days per week, with the goal of extending hours into the evening and admitting new individuals for these services during these times. The additional operating hours may be continuous or separated by times when the clinic closes and would reopen for business.
- b. Use an individualized and whole person approach to OUD treatment that emphasizes health integration principles, reduces service fragmentation, improves treatment engagement and adherence, and improves consumer outcomes through expanded use of outreach, care coordination and peer specialist/recovery coaching services provided in conjunction with medication-based treatment and counseling.
- c. Ensure the availability and appropriate use of all three FDA-approved medications for the treatment of OUD (methadone, buprenorphine and naltrexone) within the proposed OTP.
- d. Improve access to medication-based treatment for OUD for Dane County residents who are not covered by health insurance, are experiencing a gap in insurance coverage, or are underinsured and financially eligible for deductible/co-pay assistance, by providing services via a purchase of service contract with Dane County for the funding of OTP services for financially eligible county residents.
- e. Reduce the stigma associated with OUDs and medication-based treatment through educating, altering language, and changing policies in order to humanize the disease, emphasize that treatment is effective, and to reduce stigmatizing labels, stereotypes, and judgments within consumers, health care providers, service delivery staff, and others.

3.4 Scope of Services

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

The proposed Contractor must be a Wisconsin-certified Opioid Treatment Program and must have the capacity to provide medications for OUD through expanded hours and provide same day treatment services.

The Expanded Hours/Same Day Service OTP will provide same-day access to medication-based treatment for individuals with an OUD, with or without co-occurring mental health and/or physical health disorders, who are appropriate for immediate initiation of medication. Individuals who cannot be treated with medication same-day will continue care at the Expanded Hour/Same Day Service OTP and will be prescribed medication based on appropriate clinical protocols.

Services will include medical screening and facilitated referral; behavioral health assessment; medications for treatment of OUD including methadone, buprenorphine, and extended-release injectable naltrexone; case management services; Peer Specialist/Recovery Coach services; ongoing care and behavioral health treatment and/or facilitated and coordinated referral to ongoing treatment. Providers will have naloxone available at all times.

All consumers receiving services associated with this Expanded Hours/Same Day Service OTP project must be enrolled clients of the provider's Narcotic Treatment Service for Opiate Addiction under DHS 75.15 of the Wisconsin Administrative Code, and enlisted in the Wisconsin OTP Central Registry.

OTP staffing must include the following and provide the services listed under each:

- a. Prescriber services that meet state and federal OTP regulations for assessment, initiation of medication-based treatment, and medication management;
- b. Nursing services to provide symptom management, medication/ prescription monitoring and dispensing, health education and promotion, medical coordination, coordination of care with case managers and others;
- c. Counseling services to provide therapy (individual and group) based on motivational enhancement strategies, stages-of-change concepts, and other evidence-based interventions;
- d. Peer Specialist services to provide engagement, support, and assistance with resource linkage, advocacy and other services from the perspective of a trained specialist with lived experience with OUD.
- e. Case management services to provide assessment, case planning, advocacy, referral, service coordination, and monitoring all services and informal community supports needed by consumers.
- f. Project Director services to provide oversight of data collection, outreach to, and developing relationships with, community providers, referral sources, and others, and to serve as primary contact with Dane County Human Services.
- g. Administrative support services to provide data entry, management and reporting, and other administrative support needed for program operations.

The target population includes:

- Adults, ages 18 and up, who are Dane County residents, and;
- Who meet diagnostic criteria for a moderate (4-5 symptoms) or severe (6 or more symptoms) opioid use disorder, OR
Individuals presenting with a clear history of opioid addiction but are not currently physiologically dependent (e.g., people recently released from jail or a correctional

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- facility, inpatient hospital, or treatment center), but may be at high risk for relapse and overdose. In these cases, the prescribing physician must clearly document the potential benefits to the person's health and wellbeing that outweigh the potential disadvantages of medication-based treatment, and;
- Who meet clinical criteria for the initiation of medication-based treatment, and;
 - Who have has no known allergy/hypersensitivity to methadone, buprenorphine, naltrexone, or naloxone.

3.5 Needs/Expectations

The successful Vendor will provide the following:

- a. Expansion of high quality same-day OTP services, including buprenorphine or methadone induction and stabilization services, through the addition of six (6) additional hours per day, a minimum of six (6) days per week, with the goal of extending hours for the provision OTP services into the evening and weekends, and admitting new individuals for these services during these times.

The additional operating hours may be continuous or separated by times when the clinic closes and would reopen for business.

Please indicate the zoning laws for the facility to assure that no conflict exists with the municipality due to extended hours and list the current hours that the facility is open for medication induction, dosing, and counseling.

- b. Accept referrals from the community, including but not limited to: law enforcement, substance use disorder and mental health treatment providers, emergency medical services, jails, shelters, and hospitals.
- c. Provide a welcoming and respectful environment for program participants.
- d. Design services so that no prospective program participants who present at the facility are turned away from same-day services, and assure that a consumer who has walked in without an appointment can see a prescriber and counselor the same day.
- e. Assess consumers for OUD and appropriate treatment services which shall include a medical assessment and a determination that the clinical criteria for prescribing medication are met.
- f. Screen for acute medical conditions and make appropriate referrals.
- g. Provide screening for co-occurring mental health issues, and treat—or make a facilitated referral to ongoing services for—individuals with a co-occurring mental health disorder.
- h. Provide same-day access to methadone or buprenorphine for treatment of OUD by a qualified prescriber.
- i. Provide case management to address social needs including, but not limited to, food and housing.
- j. Provide person-centered treatment and support services, including counseling, case management, and peer support.
- k. Provide health integration that expands nursing capacities to include medical care coordination, health education, and other nursing duties that promote wellness.

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- l. Provide ongoing medication-based treatment for consumers who need and are appropriate for long-term medication maintenance from the Expanded Hour/Same Day Service OTP.
- m. Provide care coordination to consumers to assist in transition to a different OTP, an Office Based Opioid Treatment (OBOT) program, and/or a medical setting for ongoing medication maintenance and/or counseling services, as appropriate.
- n. Maintain all consumers on medication until a referral has been successfully completed, ensuring that there is no gap in medication treatment.
- o. Work collaboratively with the community to develop and maintain referral sources that can send consumers to the Expanded Hour/Same Day Service OTP. This includes, but is not limited to: law enforcement; mental health, substance use disorder, and medical/primary care providers; emergency medical services; hospitals; jails/correctional facilities; shelters.
- p. Provide outreach to local hospitals, SUD clinics, the justice system, correctional health entities, and crisis system partners to help navigate people into treatment, and then follow up with consumers when needed to ensure successful engagement, referrals, and continuity of care.
- q. Provide consumer education on the use and risks of methadone, buprenorphine, and extended-release injectable naltrexone.
- r. Purchase/procure and dispense naloxone and train on its use; provide consumer education on the use of naloxone and assist with access to naloxone to prevent death from overdose.
- s. Provide an implementation timeline that includes recruiting, hiring, and training staff; marketing expanded hours and services; recruiting consumers; and other relevant activities related to implementing this project. The selected OTP provider will be expected to enroll a target of 200-250 consumers into grant funded services over the period from the initial contract execution through September 29, 2022, with an expected 2-5 new consumers per week.
- t. Bill and utilize third-party (Medicaid, Medicare and private insurance) and other revenue realized from the provision of services to the greatest extent possible and use SOR/Dane County grant funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for specific evidence-based services that are not covered by an individual's health insurance plan. The selected OTP provider is (or within three months of the contract start date will become) an in network provider for Medicaid, Medicare, HMOs serving Dane County, and other relevant health insurance carriers covering Dane County residents.
- u. Assist individuals who are uninsured to apply for Medicaid, Medicare, or other insurance as soon as possible.
- v. Collect co-pays and deductibles from consumers, but in no circumstance require full self-pay for OTP services for consumers who have public and/or private insurance.
- w. Market and advertise services to the local community, such that people with OUD, their families and supporters become aware of the OTP's extended hours.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

x. DATA COLLECTION AND REPORTING

The successful bidder will work collaboratively with Dane County Department of Human Services and its third-party evaluator and comply with the program evaluation by responding to data requests, participating in the data collection system for this program, facilitating completion of consumer satisfaction questionnaires, and reporting admissions, discharges and services provided through this funding.

Furthermore, the successful bidder must comply with all **Government Performance and Results Act (GPRA)** reporting requirements. Information regarding the GPRA and State Opioid Response (SOR) resources can be found on the [UW Population Health Institute website](#)²

Bidders will be required to report a series of data elements that will enable the Substance Abuse and Mental Health Services Administration (SAMHSA) to determine the impact of the program on opioid use, and opioid-related morbidity and mortality. Bidders will be required to report client-level data on elements including but not limited to: diagnosis, demographic characteristics, substance use, services received, types of medication received; length of stay in treatment; employment status, criminal justice involvement, and housing. Additional detail regarding data elements will be provided after award. Bidders are required to ensure all data reported are accurate and timely.

Data will be collected via a face-to-face or virtual interview using the GPRA tool at three (3) data collection points: intake to services; six (6) months post intake; and at discharge. The GPRA intake interview must be completed within four (4) days after the client starts receiving services. The follow-up window for the six (6) month interview is five (5) to eight (8) months after the intake interview. The discharge interview should be conducted on the day of discharge or within 30 days if the client is lost to contact and has had no contact with the program for 30 days. Bidders will be expected to complete a GPRA interview on all clients in their specified unduplicated target number and are also expected to achieve a six (6) month follow-up completion rate of 80 percent.

SOR funding, with a maximum cash value of \$30 per interview, may be used as client incentives for completion of a six (6) month GPRA follow-up interview, and the GPRA discharge interview. The incentive program requires that funding earmarked for incentives may include items such as food vouchers or transportation vouchers. However, any incentives must be in the form of either a stipend or gift card

GPRA training and technical assistance will be provided to the successful bidder.

The successful bidder will identify staff who will be assigned to data collection and reporting, including their title and experience for the position, and number of hours per week they will be assigned to the data and reporting. The successful bidder will also describe how data collection will be incorporated in the agency's workflow.

- y. The OTP selected through this RFP will be expected to work closely with Dane County Department of Human Services to plan and implement this project, including how to improve and sustain service delivery in subsequent years. Dane County intends to continue partnering with the Wisconsin Department of Health Services to

² <https://uwphi.pophealth.wisc.edu/evaluation-research/current-evaluation-projects-2/sor-resources/#sor-1-no-cost-extension-grant-updates>

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

identify funding to support ongoing operations of this project beyond September 29, 2022, and the selected Vendor will be involved in this planning.

3.6 Funding Availability and Allowable Costs

Based on State Opioid Response Grant timelines, the total award for this project is split into two amounts and time frames:

- a. The initial capacity building period shall be from the contract execution date and shall run through September 29, 2021. The maximum amount available for this contract term is \$500,000.
- b. The second capacity building and service delivery period shall be from September 30, 2021 through September 29, 2022. The maximum amount for this contract term is \$500,000. The second capacity building and service delivery period shall be from September 30, 2021 through September 29, 2022. The maximum amount for this contract term is \$500,000.
- c. The County reserves the right to award more than one contract in the event the selected proposer's bid does not utilize the maximum funding available and sufficient funds remain available for additional award(s). The County further reserves the right to negotiate the terms of any additional contracts, including the award amount, with the selected proposer prior to entering into a contract.

Grant funding made available through this RFP will support the components of this project that expand upon standard OTP services. The selected OTP is required to bill Medicaid, Medicare, commercial insurance and other funding sources when appropriate. Those funds must be reported as income and offset the costs of this contract. State Opioid Response (SOR) grant funds cannot supplant any existing funding.

The grant funding must be used to achieve the objectives of this program. Allowable costs include the following:

- Operational and personnel costs associated with expanding hours of operations to include weekend and/or evening hours (e.g., staff time, increased rent, security costs, etc.);
- Care coordination staff and/or support staff required to extend OTP hours;
- Salary and fringe benefits for staff time directly associated with expanded services including:
 - Project Director/Outreach Specialist
 - Peer Specialist/Peer Recovery Coach
 - Case Manager/Service Coordinator (beyond those services already required under DHS 75.03, 75.13, & 75.15, Wisconsin Administrative Code)
 - Administrative support, including staff to perform all data activities, as described in the Data Collection and Reporting section, above;
 - Nursing
 - Other staffing proposed by applicants
- Training specifically relevant to the assessment and treatment of OUDs and the components of this project that expand upon standard OTP services (except that no

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

funding may be used for prescribers to obtain their DATA 2000 waiver training, which is available at no cost via SAMSHA);

- Costs associated with renovations, alterations, and/or expansion of existing facilities, but only if necessary and appropriate to the project, and not for the purchase or construction of any building or structure to house any part of the program;
- Reasonable costs associated with marketing of the bidder's Expanded Hours/Same Day Service initiative, except that funds may not be used to pay for promotional items including, but not limited to, clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags;
- Cost of incentives for completion of a six (6) month GPRA follow-up interview, and discharge GPRA interview among individuals who have completed an intake GPRA interview (see GPRA in Data Collection and Reporting section, above).
- OTP Services for Dane County residents who are uninsured or underinsured, as determined and authorized by Dane County and based on Medicaid rates;
- Medication costs for Dane County residents who are uninsured or underinsured, as determined and authorized by Dane County and based on Medicaid rates.

All costs associated with the completion of the initiative must be delineated and clearly articulated budget items including a description of miscellaneous expenses and other costs.

3.7 **Project Reporting, Deliverables, and Outcomes**

Dane County is dedicated to enhancing outcomes reporting system-wide in order to evaluate the quality of public behavioral health services in the county. Broadly, individuals receiving behavioral health services are expected to experience decreased symptoms and improved functioning over time, and programs work with consumers to achieve those expected outcomes.

The desired outcomes for this project are the following:

- a. Address known system gaps by increasing access to FDA approved treatment options (methadone, buprenorphine, and injectable naltrexone), expanding the hours of treatment delivery, and providing same day services for people with OUD, with the intention of decreasing overdose (fatal and non-fatal) incidents in Dane County.
- b. Improved health outcomes associated with OUD such as linkage to primary care and specialty medical providers
- c. Decreased use of emergency departments and inpatient settings for the treatment of OUD.
- d. Improvement of other psycho-social wellness indicators such as stable housing, adequate income, and healthy recovery support systems.

The selected applicant will be expected to submit regular program and financial reports to Dane County Human Services during the approved contract term. Dane County requires monthly program reporting on key indicators including:

- Admissions to the program
- Consumer retention in treatment rates
- Consumer participation time in the program
- Consumer satisfaction with program services

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- Average wait for service
- Average time to induction
- Health integration services provided
- Health promotion and education services provided
- Counseling services provided
- Peer Specialist/Recovery Coach services provided
- Case management: types of services consumers linked to
- Numbers of referrals to higher levels of care
- Number of overdoses (both non-fatal and fatal)
- Discharges from the program

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 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: Cover Letter

Provide a letter of introduction that includes the following at a minimum:

- a. Name of Organization
- b. Name and contact information of the proposed project manager
- c. Name and contact information of the person authorized to submit the scope and cost proposal on behalf of the Organization
- d. Provide a description of the organization submitting the proposal. Include the name, legal structure [e.g. corporation, LLC, etc.], size and location of office[s] and areas of expertise.
- e. Provide an overview of the organization's interest in the project
- f. Attach as appendices:
 - Opioid Treatment Program (OTP) License
 - OTP Accreditation Certificate
 - Most recent Wisconsin DHS-DQA site visit report, including statement of deficiencies and citations, if any
 - Most recent accreditation site visit report
 - Organizational chart
 - List of current insurance for which provider is "in-plan" and/or coverage is accepted

4.4 Tab 2: Organizational Description and Capabilities

- a. Include your organization's mission statement and discuss how this proposed program aligns with that mission.
- b. Provide an overview of your organization, including its history and experience as an OTP, when it became licensed and accredited as an OTP.
- c. Describe the experience and qualification of your organization to provide programs that are welcoming to persons of all backgrounds and cultures. Describe programmatic improvements your organization has made to promote equity and inclusion (e.g., culture, language, disability, ethnicity, gender, race, sexual orientation).
- d. Describe the experience and qualification of your agency to provide the proposed program.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- e. Describe your organization's commitment to providing services that are recovery oriented, trauma-informed, and person-centered, and how your organization ensures and promotes equity in a way that alleviates stigma associated with OUD and medication-based treatment.
- f. Describe the process for obtaining consumer feedback, including how consumer feedback will be used to inform program quality improvement. Be specific when describing how the feedback will be obtained including the method, frequency and process for review.
- g. Describe the process for obtaining feedback from referral sources, community agencies, and related organizations, including how partner organization feedback will be used to inform program quality improvement. Be specific when describing how the feedback will be obtained including the method, frequency and process for review.
- h. Describe the plan for adequate space specific to this project, the ADA accessibility to the bidder's facilities or offices for individuals with disabilities, and a description of the location(s) in which the program will be held. Please provide information about accessibility, safety, access to public transportation, etc.

You have up to five 5) pages to respond to 4.4 Organizational Description and Capabilities

4.5 **Tab 3: Staff Qualifications**

- a. Provide resumes describing the educational and work experiences for each of the key leadership staff who would be assigned to the project. (Resumes do not count toward page limits)
- b. Dane County expects a single project manager to be assigned to the project for the duration. Please identify this project manager.
- c. Bidders must determine staff structure to achieve the *Project Objectives* and satisfy the requirements in *Scope of Services* and *Needs and Expectations* sections of this RFP. Describe the proposed staffing structure and roles and identify how many staff (FTE) will be hired to meet the needs of the program. Indicate anticipated FTE of positions to be funded by SOR grant dollars available through this RFP.
- d. Describe details of prescribing staff to be hired; include expanded hours/staffing schedule, expanded number of hours per prescriber, and credentials of prescriber.
- e. Peer Specialists play a critical role in engaging individuals with OUDs in treatment. Describe how your organization will integrate peer support into your current services and how your organization proposes utilizing, supervising, and supporting the Peer Specialist within this project. Summarize the criteria you will use for selecting a Peer Specialist(s) for this project.
- f. Describe how you will expand nursing capacities to include health integration, medical care coordination, health education, and other nursing duties that promote wellness and reduce stigma associated with OUD.
- g. Describe proposed case-loads for all staff positions within this project and how those numbers were established.
- h. Limited English Proficiency (LEP), or not speaking English as your primary language, can be a significant barrier to care. The greatest need is for Spanish-English bilingual staff, followed by Hmong-English. Please identify all bi-lingual staff

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

who speak Spanish or Hmong in addition to English. Describe how your organization currently assures that consumers with LEP receive the resources they need to easily access your organization's services and health information. If your organization does not currently assure such access for consumers with LEP, please describe how you will assure such access through this project.

You have up to four (4) pages to respond to 4.5 Staff Qualifications

4.6 **Tab 4: Project Plan**

Provide a narrative of how the services and project components detailed in the *Scope of Services* and *Needs and Expectations* sections of this RFP will be implemented and the time frames involved, and specifically addressing the following:

- a. How will the bidder assure a welcoming and respectful environment?
- b. How will the bidder provide a full array programmatic services, to include six (6) additional hours per day, a minimum of six (6) days per week with the goal of extending hours into the evening and admitting new individuals for these services during these times?
- c. How will the bidder provide same day access to methadone or buprenorphine within State and Federal regulations?
- d. Describe how the bidder will ensure same-day services are not delayed by having to check with or obtain authorization from an individual's insurance or other payment resource.
- e. Describe the process for medical screening, facilitated referral and treatment for physical health problems outside the scope of OTP services.
- f. Describe the process for mental health screening, facilitated referral and treatment.
- g. Describe the bidder's crisis intervention methods and procedures.
- h. Describe the bidder's proposed expanded case management services beyond those already required in OTPs and how case managers will address any consumer barriers to treatment. Describe how assessment for case management needs and the case management services will be incorporated into the flow of services.
- i. Describe the bidder's warm handoff procedure for referrals to and from the bidder's OTP service.
- j. Describe how the bidder will provide naloxone kits and training to consumers and their appropriate support people.
- k. How will the bidder develop ongoing relationships with referral sources to the Expanded Hours/Same Day Service OTP including: emergency medical services, law enforcement, criminal justice, health care organizations, human service agencies and more?
- l. How will bidder outreach and market to the community such that people with OUD, their families and supporters become aware of the bidder's extended hours and same day services.
- m. How will the bidder assure the safety of consumers and staff during hours of service?

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- n. Describe how the bidder will implement the required GPRA and other data collection requirements described in the Data Collection and Reporting section of this RFP. Identify staff who will be assigned to data collection and reporting. Include their title and experience and number of hours per week assigned to the data and reporting. Describe how data collection will be incorporated in your agency's workflow.

You have up to six (6) pages to respond to 4.4 Project Plan

4.7 Tab 5: Project Timeline

Present a realistic implementation timeline for this project that includes recruiting, hiring, and training staff; reaching out to referral sources and community agencies; recruiting consumers; and other relevant activities related to implementing this project. The project timeline should delineate activities that will be completed with funds available in the initial capacity building period (from the contract execution date through September 29, 2021) and the activities with funds available in second capacity building and service delivery period (September 30, 2021 through September 29, 2022). Some aspects of the project may be easier or faster to implement than others. Please provide range estimates for each designated activity of the project.

You have up to three (3) pages to respond to 4.7 Project Timeline

4.8 Tab 6: References

Proposer must include in their RFPs a list of three 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.

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

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

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

5.2 Format for Submitting Cost Proposals

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

The Cost Proposal submission shall be in PDF format with the document name including the RFP #, Vendor Name, and Cost Proposal.
(ie: 120012 – ABC Company – Cost Proposal)

5.3 Fixed Price Period

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

VENDOR INFORMATION

VENDOR NAME: _____

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address		City	
State & Zip		County	
Vendor Rep. Name		Title	
Email		Telephone	

Designation of Confidential and Proprietary Information (Reference 1.12)		
Section #	Page(s) #	Topic
<input type="checkbox"/> No information designated as confidential and proprietary.		

Cooperative Purchasing (Reference 1.13)
<input type="checkbox"/> I agree to furnish the commodities or services of this bid to municipalities and state agencies.
<input type="checkbox"/> I do not agree to furnish the commodities or services of this bid to municipalities and state agencies.

Local Vendor Purchasing Preference (Reference 1.15)						
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Dane	<input type="checkbox"/> Columbia	<input type="checkbox"/> Sauk	<input type="checkbox"/> Rock
				<input type="checkbox"/> Green	<input type="checkbox"/> Dodge	<input type="checkbox"/> Iowa
				<input type="checkbox"/> Jefferson		

Fair Labor Practice Certification (Reference 1.17)
<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.

Addenda – we hereby acknowledge receipt, review and use of the following addenda, if applicable.				
<input type="checkbox"/> Addendum #1	<input type="checkbox"/> Addendum #2	<input type="checkbox"/> Addendum #3	<input type="checkbox"/> Addendum #4	<input type="checkbox"/> None

Signature Affidavit
<p>In signing this proposal, 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 proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposal to any other proposer 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 proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p>

Signature: _____

Title: _____

Printed Name: _____

Date: _____

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 05/2020

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 FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding

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of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

22.1 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

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

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

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

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

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

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

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

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

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

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