



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Department of Administration, Employee Relations Division

RFP NUMBER

#117001

RFP TITLE

Short Term/Long Term Disability and Long Term Disability Only

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **short term/long term disability and long term disability only**.

DEADLINE FOR RFP SUBMISSIONS

2:00 P.M. Central Time

January 25, 2017

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

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

SPECIAL INSTRUCTIONS

- ☐ **Label the lower left corner of your sealed submittal package with the RFP number**
- ☐ **Place the Signature Affidavit as the first page of your proposal**
- ☐ **Submit one original and (3) copies of your technical proposal**
- ☐ **Submit one original and (1) copy of your cost proposal**
- ☐ **Submit one complete electronic copy in Microsoft Word or PDF format burned to a flash drive, CD or DVD**

DIRECT ALL INQUIRES TO

NAME	Carolyn Clow
TITLE	Purchasing Agent
PHONE #	608/266-4966
FAX #	608/266-4425
EMAIL	clow.carolyn@countyofdane.com
WEB SITE	www.danepurchasing.com

DATE RFP ISSUED: December 14, 2016

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1.0 GENERAL INFORMATION

1.1 Introduction

The county intends to use the results of this Request for Proposals (RFP) to award a contract for [group short term/long term disability and long term disability only for Dane County's employees](#).

The County wishes to contract with an insurance carrier(s) commencing January 1, 2017 for a guaranteed rate, three (3) year contract with an option to renew annually for up to two (2) years or a five (5) year fixed contract. The contract resulting from this RFP will be administered by Dane County, [Department of Administration, Employee Relations Division](#).

The contract administrator will be [Amy Utzig, Human Resources Director](#). [The County agent is M3 Insurance Solutions Inc](#). **This RFP is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.**

1.2 Covered Group

Active employees- The County currently has approximately 2,275 employees, 6 full-time elected officials and a 37 member County Board of Supervisors who are eligible to enroll in the disability plan.

1.3 Scope of the Project

1.3.1 Project Description

Process and pay all STD/LTD and LTD eligible claims including, but not limited to, investigation, reserving and payment. The county offers two plan options to employees:

- Group Long-Term Disability
- Group Short-Term / Long-Term Disability

The proposer will handle all claims from 'cradle to grave', except those receiving benefits from the current provider. The provider must be able to offer **both** the STD/LTD and LTD plans as it is the County's intent to issue one contract to one provider.

1.3.2 Objectives

Dane County seeks a vendor to provide disability insurance for their employees. The proposer will follow the County's definition of 'Own Occupation' as defined as "Own Job" by the county. **Please refer to the booklet for length of time the "own job" requirement remains in effect.** Further, the ability of an employee to return to work will be based upon the County's "Own Job" definition and the specific job requirements an employee must meet. Total disability will be based upon an employee's ability to perform all the duties of his or her "own job" for the period of time stated in the current policy/booklets.

An example would be a county deputy whose own job is patrolling on a daily basis and performing all duties associated with that patrol job. If injured and unable to perform all duties of a patrol job ("own job"), those deputies would be eligible for benefits until they can return to that specific job. In essence, there would not be a "desk job" available while recovering.

1.3.3 Current Operations

Dane County employees approximately 2200 FTE positions. The current disability carrier is The Hartford. Complete claims history, and current SPD booklets are available on the Purchasing Division web site at www.danepurchasing.com. Census information is available via email by request to Carolyn Ninedorf at ninedorf@countyofdane.com.

1.3.4 Needs

The insurer must provide benefits that duplicate or exceed the two present plans described above. The insurer must allow for OPEN ENROLLMENT for all active employees, whether or not they are currently enrolled in a county plan, without undergoing any health underwriting. OPEN ENROLLMENT, without underwriting, shall be allowed thereafter at each contract renewal or contract extension, and for any new employee applying for the insurance within 30 days of hire.

1.4 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.5 Clarification of the specifications

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

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

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

Mailing Address:

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

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

1.6 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

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

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

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
December 14, 2016	Date of issue of the RFP
January 11, 2017	Last day for submitting written inquiries
January 13, 2017	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
January 25, 2017	Proposals due from vendors (2:00 p.m. Central Time)
March 2017	Oral presentation/ by invited vendors, if needed
March 2017	Union/employee association Input
March 2017	Notification of intent to award sent to vendors
May 1, 2017	Contract start date

1.8 Contract Term and Funding

The contract shall be effective on May 1, 2017 and run for three (3) years from that date, with an option by mutual agreement of the County and contractor, to renew annually for up to two (2) additional years. The county requires guaranteed rates for the first three years and will negotiate guaranteed rates for the additional two years if it chooses to renew. Guaranteed rates may be actual rates or not to exceed caps. If no carrier is able to offer a 3 year rate guarantee, the County will then look at the other responses. The contract will be the County's contract language.

The County is willing to entertain a five year contract with guaranteed rates. Guaranteed rates may be actual rates or not to exceed caps.

1.9 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or 608/266-4941 (TTY)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

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

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

2.3 Incurring Costs

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

2.4 Vendor Registration

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

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

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

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
 - [Attachment A](#) [Signature Affidavit](#)
 - [Attachment B](#) [Vendor Data Sheet](#)
 - [Attachment C](#) [Vendor Registration Certification](#)
 - [Attachment D](#) [Reference Data Sheet](#)
 - [Attachment E](#) [Designation of Confidential and Proprietary Information](#)
 - [Attachment F](#) [Fair Labor Practices Certification](#)
 - [Attachment G](#) [Cost Summary Page](#)
- Questionnaire
- Appendices (Additional Information the proposer submits)

2.8 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.

2.9 Oral Presentations and Site Visits

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Proposals which meet the minimum requirements will be reviewed by the county's Employee Insurance Advisory Committee (IAC). The IAC includes representatives of the county's employee groups and bargaining units. The committee may request oral presentations, and use these results in selecting the final contractor. Representatives of the IAC may participate in negotiations with vendors if they believe it is in their best interest to do so.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Overview of Requirements

Process and pay all eligible Short-Term/ Long-Term and Long Term Disability claims from 'cradle to grave' including but not limited to investigation, reserving and payment

4.2 Organization Capabilities

Provide a narrative description of the company, including the organizational qualifications which make it well qualified to provide services for Dane County's short/long term and long term only disability plans.

4.3 Mandatory Requirements

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

4.3.1 The successful proposer will be required to offer Dane County employees a choice of a combined Short Term/Long Term Disability insurance plan and a stand alone Long Term Disability insurance plan, ***the terms of which must be equal to or greater than Dane County's current benefit plans.*** This requirement is based upon terms set forth in the Dane County Employee Benefit Handbook, which has been reviewed and approved by the Dane County Board of Supervisors (Resolution 2015-356, pages 32). Therefore, ***this requirement is non-negotiable.*** Absent the express written consent

of the Dane County Board of Supervisors, Dane County will require the successful proposer to actually pay Short Term and Long Term Disability benefits equal to or greater than Dane County's current benefit plans ***regardless of the contents of a particular proposal***. Any error or omission regarding compliance with this equivalency requirement is the sole responsibility of the proposer and the successful proposer will be required to hold Dane County employees harmless and indemnify the Dane County for any failure of the successful proposer to pay Short Term and Long Term Disability benefits equal to or greater than Dane County's current benefit plans. Each proposer is strongly encouraged to familiarize itself with each of Dane County's current benefit plans.

- 4.3.2 Match and process claims according to the current definition of "Own Job" as determined by the county under both the Long-Term Disability and Short-Term / Long-Term Disability policies.
- 4.3.3 Must be licensed to do business in the State of Wisconsin.
- 4.3.4 Successful vendor must assign a central point of contact for the County and its subscribers.
- 4.3.5 Provide toll-free number.
- 4.3.6 Provide employee booklets summarizing the plan in simple language.
- 4.3.7 Accept Dane County's self billing.
- 4.3.8 Provide Form 1099 to employees for their benefits when appropriate.
- 4.3.9 File all reports on a timely basis that are required to be filed with the state.

4.3.10 Payment of Premiums

The County shall provide employees with Disability Insurance. No employee shall be eligible to participate in the disability plan during his/her first six (6) months of employment. For part-time employees all of the benefits shall be prorated based on the percent of time worked. For employees choosing to participate in the Disability Insurance Program, premiums shall be paid as follows (used sick hours refers to the prior year):

Sick Hours Used	Employee Share	Employer Share
0.0 -- 32.0	0%	100%
32.1 -- 40.0	40%	60%
40.1 -- 48.0	60%	40%
48.1 -- 56.0	80%	20%
56.1 +	100%	0%

Employees will be given the option of joining a Taxable Disability/Sick Leave Program or a Nontaxable Disability/Sick Leave Program. The ability to change options will be available to each employee in November of each year.

(a) Taxable Disability/Sick Leave Program

The employee will not be charged FICA expense, the premiums paid by the County will not be taxable and the benefits, which are sixty-five

percent (65%) of salary, will be taxed to the extent of any payment of premiums by the County. If the employee pays the entire disability insurance premium, the benefit will not be taxed.

(b) Nontaxable Disability/Sick Leave Program

The employee will be charged FICA expense (currently 7.65%) on any of the County paid premiums and the premium will be taxable income to the employee. By paying the FICA expense and income tax the employee will receive a tax-free benefit.

(c) Wellness Program:

Employees selecting Short Term Disability/Long Term Disability insurance will be granted sixteen (16) wellness hours in the pay period in which May premiums are withheld. Employees selecting only LTD insurance will be granted eight (8) wellness hours in the pay period in which May premiums are withheld. Employees who used forty-eight (48) or less hours of sick leave during the preceding payroll year will be granted eight (8) additional wellness hours during the following year. The employee may use the wellness hours with the approval of the employee's supervisor. When wellness hours are not used within the payroll year in which they are earned they may be carried over but must be used by the last day of the succeeding payroll year or they shall be lost. Employees pay the entire premium for disability insurance. Any disability insurance benefits paid to the employee will be tax-free.

5.0 TECHNICAL REQUIREMENTS

5.1 The successful proposer will need to provide the following as part of the contract:

- 5.1.1 Establish reporting procedures that are compatible with the needs and organizational structure of the insured.
- 5.1.2 Provide necessary forms and instructions for use. Such forms are to include appropriate information necessary to file a claim with the mailing address of the primary recipient pre-printed thereon.
- 5.1.3 Investigate, pay, adjust, or deny all such claims in conformity with the plan document as adopted.
- 5.1.4 Provide services such as claims recovery through subrogation, claims audits, fraud detection and usual and customary cost comparisons.
- 5.1.5 Provide a year-end cost analysis, including claims data listed above, as well as any retention and administrative fees. Any reserves remaining after one year after termination of the contract must be

returned to the County.

- 5.1.6 Provide data for compliance with GASB 45 in electronic format within 30 days of the County's request.
- 5.1.7 Provide a plan document with benefits duplicating the present plan.
- 5.1.8 Employee booklets summarizing the plan in simple language (draft to be reviewed and approved by the Human Resources Director).
- 5.1.9 ID Cards and claim forms (if required). Either all employees shall receive ID cards, or no employees shall receive ID cards. If you do not currently use ID cards and later decide to use them, all employees must receive an ID card. ID cards must not use social security numbers.
- 5.1.10 Group meetings, if the County feels it is necessary to explain the transition to your company plan.
- 5.1.11 The vendor may not subrogate worker's compensation claims against the County. Provide a quarterly and a year-end cost analysis, including claims data listed above, as well as any retention and administrative fees.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

The cost proposal must be submitted in a separate envelope with the written proposal.

Proposals should include and state the agent commission that is included in the pricing.

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

6.2 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 180 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

Payments will be based upon the county's payroll register and any manual changes made by the county. The county will not reconcile with the vendors paper register. The county will work with the vendor to attempt electronic reconciliations as needed.

7.2 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 .See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019, \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at http://www.danepurchasing.com/living_wage.aspx .

7.3 Domestic Partner Equal Benefits Requirement

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

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

7.5 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); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Vendor Data Sheet
Attachment D	Reference Data Sheet
Attachment E	Designation of Confidential and Proprietary Information
Attachment F	Fair Labor Practices Certification
Attachment G	Cost /Financial Proposal

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:

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

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

Designation of Confidential and Proprietary Information

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

Section	Page Number	Topic

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

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

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

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print

Date

FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)

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

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

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

_____ not been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment Relations Commission ("WERC") to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

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

Date Signed: _____

Officer or Authorized Agent

Business Name

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

For Reference Dane County Ord. 28.11 (28) is as follows:

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

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

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. **Company Name:**

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

2. **Contact person in the event there are questions about your bid/proposal**

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

3. **Local Vendor:**

Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?

- ☐ **No** – continue on to the next page
☐ **Yes** – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. 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. DCO 25.04(7h)

Select one:

We are claiming a 10% preference as a Dane County Business

☐ **Dane County**

We are claiming a 5% preference as a business located in a county adjacent to Dane County

☐ **Columbia County**

☐ **Dodge County**

☐ **Green County**

☐ **Iowa County**

☐ **Jefferson County**

☐ **Rock County**

☐ **Sauk County**

REVISED 9/12

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

STD/LTD

LTD

Guaranteed rates for first 3 years

Rate for May 1, 2017 – April 30, 2020	_____	_____
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Years 4 & 5 a ‘not to exceed’ percentage or rate.

Cost increase for 4 th contract year (May 1, 2020 – April 30, 2021)	_____%/rate	_____%/rate
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Cost increase for 5 th contract year (May 1, 2021 – April 30, 2022)	_____%/rate	_____%/rate
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Please list below any exceptions to existing benefits per section 4.4.1.

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)
Dane County Purchasing Division
Rev. 11/13

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 on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

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

5.0 **QUANTITIES:** The quantities shown 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 contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

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

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

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

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.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the

Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

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

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

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

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

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

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INDEMNIFICATION & INSURANCE.

20.1. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER 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

PROVIDER 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, PROVIDER shall, at PROVIDER'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, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER 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.

PROVIDER 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 PROVIDERs 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.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER 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

PROVIDER 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.

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

20.2.5. Umbrella or Excess Liability.

PROVIDER 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. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER 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 PROVIDER'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, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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 PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

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.

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-PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

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

27.02 Bidders are exempt from the requirement of this section if:

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

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

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

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

INSURANCE QUESTIONNAIRE

Please answer in detail on additional sheets.

GENERAL QUESTIONS

1. What is the location of your servicing group office?
2. How many employees do you have in the office(s) that will be servicing the county?
3. How many customer service representatives do you have to assist the county employees?
4. What is your toll free number?
5. How many years has your company been providing disability insurance?
6. What is the average amount of time taken to process a disability claim from date of submission to date of payment for STD and LTD? Please provide best case scenario, worst case scenario and average length of time.
7. How soon after the award of the contract by the County will brochures or booklets describing the insurance coverage and claim filing procedure be available to employees?
8. Describe your process or service model explaining proper payment of STD and LTD claims.
9. Describe your process of correcting claims paid in error.
10. Do you use in-house physician consultants to assist in reviewing claims or do you utilize an external firm for these services? If yes, is this an in-house consultant (on your staff) or an outside consultant?
11. Describe the procedures you would follow to assist the county in making the transition to your company?
12. At the time of renewal of the initial rate guarantee, will you offer Open Enrollment to county employees regardless of their current insurance status? How would you handle late enrollees? Explain your policy.

13. Provide a copy of your appeal process that is given to insured's upon enrollment.
14. Please respond to the following regarding your integrated STD/LTD book of business:
- Number of integrated STD/LTD customers.
 - Total number of covered lives across your STD/LTD book of business.
 - Number of customers with between 2,000 to 3,000 lives.
 - 2015 and 2016 retention.
15. Please provide your current financial ratings for each of the following:

a. A. M. Best	_____	b. Standard's &	_____
	—	Poor	—
c. Moody's	_____	d. Duff & Phelps	_____
	—		—

BENEFIT DESIGN AND COST

16. Our proposal meets or exceeds the current benefit plan design. ___ yes ___ no
17. Explain the service guarantees you will offer the county within your contract.

REPORTING CAPABILITIES

18. What standard management reports will you provide to the county? Please provide a copy of your standard reporting package.
- a. Confirm that we will be able to receive these reports at least on a monthly basis.
 - b. Are these reports available electronically?
19. Can these reports be manipulated by the county?
20. Will your company furnish to the county, on a monthly basis, a report of all claims, including but not necessarily limited to such information as listed in the Scope of Services? (Attach a sample copy.)
21. How soon after the end of a policy year will an annual report be provided to the County?

CLAIM ADMINISTRATION

22. Please answer the following in regards to your telephonic claim intake capabilities:
- Will you provide the county with a dedicated 1-800 intake number at no charge?
 - Does this number service calls relating to both STD and LTD?
 - What are the hours of operation for telephonic intake?
 - How are after hours calls handled?
23. Please provide the following statistics for your intake center. Include your standard/goal for each category as well as actual results for 2015 and 2016.
- Call abandonment rate;
 - Average speed to answer;
 - Percentage of calls answered within 20 seconds;
 - and CSR turnover rate.
24. Describe the claim filing process and procedure. Include your role, the county's role, information required, etc.
25. Upon receipt of a claim, how is the claim assigned to a claim analyst (or nurse case manager if applicable)? Specifically,
- Is claim assignment automated (i.e., system assigned) or does an individual assign claims to the appropriate claim examiner?
 - What criteria are used to determine who will be assigned a specific claim?
26. Please provide statistics for the following:
- Average time from receipt of claim to first claim activity.
 - Average time from the notification/receipt of a claim (not receipt of all information) to the time of a pay or deny notification (do not provide average time to pay, deny or pend).
27. From what office(s) would routine administration and claims be handled?

CLINICAL RESOURCES

28. How many nurses are located in the claim office that will administer the county's claims?
29. In what situations are nurses utilized and who determines the need for this involvement?
30. For what percentage of cases are nurses utilized for both STD and LTD?
31. For what percentage of cases are physicians utilized for both STD and LTD?
32. Describe how psychiatric claims, including claims for substance abuse and chemical dependency,

are managed. Please include any specialized resources and/or protocols available.

33. In what situations are Independent Medical Examinations (IME) and/or Functional Capacity Evaluations (FCE) used? What are your referral protocols?

34. Provide statistics regarding IME/FCE utilization for both STD and LTD.

TRANSITION TO LTD

35. Does the claims analyst who handles the STD claim also manage the LTD claim?

36. If a nurse was involved in the STD claim management, is the same nurse involved in LTD claim management?

37. Briefly describe your transition process from STD to LTD. Include steps performed to ensure a smooth transition and additional information that may be required of The County.

VOCATIONAL REHABILITATION & RETURN TO WORK

38. How many internal vocational rehabilitation consultants are located within the claims office that would be administering the county's claims?

39. In what situations are external vocational/rehabilitation vendors or consultants utilized? Describe and provide credentials for any external resources that your company may use.

SOCIAL SECURITY ADVOCACY

40. Please describe internal resources available to assist employees with their application and appeals.

41. What external resources do you utilize for SSDI feasibility assessments and/or employee assistance?

42. Please provide your SSDI approval statistics for your fully-insured block of business.

43. While an employee is collecting benefits, at what point do you start working with that employee to begin the SSDI process?

ADDITIONAL BENEFITS

44. What other additional benefits do you provide with the disability benefits (i.e. Employee assistance program, travel assistance)?