

REQUEST FOR PROPOSAL
426017-EMC
FOOD DISTRIBUTION PROGRAM

Dane County Department of Human Services
1202 Northport Dr.
Madison, WI 53704



RELEASE DATE: April 4, 2025

DEADLINE FOR QUESTIONS: May 9, 2025

RESPONSE DEADLINE: May 30, 2025, 11:59 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/countyofdane>

Dane County Department of Human Services
REQUEST FOR PROPOSAL
Food Distribution Program

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A - 426017 - ABC COMPANY Cost Proposal

1. Introduction

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1.1. Summary

Provider will collect and distribute food to the Dane County Food Pantry Network (DCFPN) pantries, and other food distribution sites, for low income individuals and families. Additionally, they will provide pantry sites with information on TEFAP (The Emergency Food Assistance Program), participation guidelines, food safety standards, and food security.

1.2. Contact Information

Katie O'Brien

Purchasing Officer

Email: obrien.katie@danecounty.gov

Phone: [\(608\) 381-5593](tel:(608)381-5593)

Department:

Human Services

1.3. Timeline

Release Project Date	April 4, 2025
Question Submission Deadline	May 9, 2025, 11:59pm
Responses Posted via Addendum	May 16, 2025, 11:59pm
Proposal Submission Deadline	May 30, 2025, 11:59pm
Vendors Notified via Notice of Intent Letter	August of 2025

2. RFP Overview

2.1. INTRODUCTION

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal 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: Provider will collect and distribute food to the Dane County Food Pantry Network (DCFPN) pantries, and other food distribution sites, for low income individuals and families. Additionally, they will provide pantry sites with information on TEFAP (The Emergency Food Assistance Program), participation guidelines, food safety standards, and food security.

The contact listed in this RFP is the sole point of contact for questions and issues that may arise during the RFP process.

2.2. CLARIFICATION OF THE SPECIFICATIONS

All inquiries concerning this RFP must be submitted via the County's [eProcurement Portal](#).

Any questions concerning this RFP must be submitted before 11:59 pm on Friday, May 9, 2025.

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

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

One or more organizations may collaborate to submit a single proposal. The application shall include clearly delineated channels of communication, duties, and memorandums of understanding where applicable.

2.3. CALENDAR OF EVENTS

Specific and estimated dates and times of actions related to this RFP are listed in the timeline in the Introduction section above. 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 [eProcurement Portal](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

2.4. SUBMITTAL INSTRUCTIONS

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

Proposals must be submitted via the County's [eProcurement Portal](#) before 11:59 pm on Friday, May 30, 2025. Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

To Submit a Proposal:

1. Register at the County's eProcurement Portal at <https://procurement.opengov.com/portal/countyofdane>
2. Once registered, click on the "draft" button to draft your proposal.
3. Provide company information
4. Answer Vendor Questionnaire
5. Where indicated upload the required documents.
6. The file upload status can be seen for each document uploaded.
7. Confirm all files have been uploaded
8. Review your work and click on "submit" proposal
9. Acknowledge any addenda

3. Project Overview/Scope of Services

3.1. DEFINITIONS & LINKS

The following definitions and links are used throughout the RFP.

County: Dane County

Department: Dane County Department of Human Services

Dane County Department of Human Services' Website:<https://dcdhs.com/>

Dane County Procurement Portal: <https://procurement.opengov.com/portal/countyofdane>

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

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

3.2. CONTRACT TERM AND FUNDING

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

At the time of contracting with the Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

Contracts with the Department of Human Services limit administrative costs/expenses to a 15% ceiling.

3.3. PROGRAM DESCRIPTION

Dane County Department of Human Services is seeking proposals for the collection and distribution of food items to food pantries and, other distribution sites as determined by vendor, for individuals and families with low- or no-income in Dane County.

3.4. GOALS AND REPORTING

The over-arching goal of this program is to ensure reliable access to food for low-income individuals in Dane County at various types of sites.

The selected provider will:

1. **Develop an Annual Plan:** Submit a comprehensive plan to the Dane County contract manager by January 15th of each year, detailing strategies to meet program needs, expectations, and deliverables.
2. **Establish Food Distribution Locations:** Identify and maintain at least **80 food distribution sites**, including and not limited to food pantries, meal sites, shelters, low-income housing, and neighborhood centers.
3. Conduct and document at least **18 funding and/or food drives** annually.
4. Reporting and Evaluation:

- a. **Quarterly reports** (to the County) will include the following information:
 - i. Individuals served
 - ii. Number of food pantries, meal sites, and other sites served
 - iii. Meals served
 - iv. Staff hours utilized
 - v. Number of food drives and funding drives conducted
 - vi. Program successes, events, and funding/resource updates
- b. **Annual Report** (due January 31) summarizing the program's impact, using qualitative and quantitative data, with a focus on strategies and outcomes.

3.5. NEEDS AND EXPECTATIONS

Food Sourcing and Distribution:

- **Identify & Support Food Distribution Sites:** Select and oversee food distribution locations, ensuring services reach low-income individuals and families. Vendor should aim to ensure sites have food options available that reflect the dietary and cultural preferences of the communities they are serving.
- **Source and Store food:** Solicit, collect, and/or purchase, sort, and store perishable and non-perishable foods for distribution to participating sites.
- **Maintain Food Supply** - Vendor must ensure appropriate storage capacity to maintain food, including fresh produce, at FDA-recommended temperatures.
- **Coordinate Food Distribution** – Ensure efficient delivery of food to pantries and other sites.

Support for Participating Sites

- Offer resources and support for participating sites, including:
 - Food security information
 - Guidance on maintaining diverse food selections
 - Information and guidelines of food assistance programs, such as The Emergency Food Assistance Program (TEFAP)
 - Resources on implementation of a customer-choice pantry model
- Ensure target population of each site is low or no-income families/individuals. DCDHS generally defines low income as at or below 200% of the Federal Poverty Level. However, sites may use their own discretion for distributing food.

- Ensure sites are providing culturally appropriate food options to their respective target populations

Community Engagement and Fundraising

- Vendor must participate in the [Dane County Homeless Services Consortium](#)
- Conduct donation drives – organize food and monetary contribution drives in Dane County.
 - Provider must coordinate and document at least 18 food or funding drives annually to support food access efforts.

Reporting and Performance Tracking

- Provider must submit quarterly and annual reports as detailed in the Goals section of this RFP.
- Vendor is expected to leverage additional resources if needed to meet the demand of services described above.

3.6. CURRENT OPERATIONS AND LEVELS OF SERVICE DELIVERY

The current provider is Community Action Coalition for South Central Wisconsin. The units of service delivered for the past two years were:

- 2024: 832 hours
- 2023: 832 hours

The targeted number of units under this engagement is 832.

The current staffing structure for direct service delivery is: 0.4 FTE

There is no required staffing structure for this RFP. Proposers are encouraged to design and propose a model that effectively meets the needs outlined in this solicitation.

3.7. FUNDING AND SERVICE UNIT DEFINITION

Specific payment terms will be negotiated on a post-award basis. No more than 15% of the program cost proposal can be indirect administration costs. The unit of service for this purchase of service engagement equals: one staff hour.

4. RFP Response Requirements & Evaluation Criteria

General Instructions and Format for Submitting Proposal Responses

RFP Response - Proposers shall upload and submit their proposal response document(s) via Question #1 of the Vendor Questionnaire.

- The RFP Response shall be organized to comply with the section numbers and names as shown below. Each section heading shall be clearly marked.
- Response shall be formatted and submitted in an 8.5 x 11 format. Document margins should be one (1) inch.
- Response shall be single-spaced with twelve (12) point font, preferably Times New Roman. Diagrams, footnotes, resumes, page headers/footers, and text in tables may be less than 12-point font.
- Cover letters, cover pages and a Table of Contents may be included but are not required.
- Graphics may be included but are not required.

All proposal documents 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:

- 424021-ABC – Vendor Name
- 424021-ABC – Vendor Name - Licenses

Late, faxed, mailed, hand-delivered, or incomplete proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

General Instructions and Format for Submitting Cost Proposals

The cost proposal for this Request for Proposal is a separate document that can be found as an attachment to this RFP. The cost proposal format is provided in a Microsoft Excel based workbook which contains full instructions for cost proposal completion and submission.

- Within the cost proposal document, vendors are asked to provide a proposed breakdown of program costs, personnel, and the number of service units the vendor is proposing to render.
- Note it's important to understand the service unit definition for this engagement (e.g., client service hours, service days, etc.) in order to provide relevant service units for vendor bidding. This information varies by engagement and may be referenced in the "Funding and Service Unit Definition" section of the RFP program scope.

- Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide services in accordance with the specifications and terms and conditions of this bid document and your proposal.
- The Cost Proposal submission should be saved with the document name including the RFP #, Vendor Name, and Cost Proposal. (i.e.: R02TY21 – ABC Company – Cost Proposal). Cost Proposal may be submitted as an Excel file (.xls).

Final Pricing and Payment Terms

Service costs scored in the cost proposal will represent the guide for final vendor contracting. Best and final offer pricing discussions may be pursued by the County to differentiate finalists based on refined price quotes. Final payment terms associated with billing and payment methodology, as well as service unit levels and unit prices for individual programs, will be negotiated prior to contract execution. Note that final pricing will reflect cost reasonableness and available Dane County funding. All prospective vendors must demonstrate organizational capacity to bill for discrete units of service rendered.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Program Overview/Description A. Describe your agency, its mission, and how it aligns with the vision, mission, and values of Dane County Dept of Human Services . B. Describe your proposed program and how it is going to meet the needs described in the RFP.	Points Based	15 <i>(14.3% of Total)</i>

2.	Program Strategies and Activities <p>A. Describe the program funding you plan to leverage to make your plan successful, such as from TEFAP, and other federal, state, local, and private sources.</p> <p>B. Describe the community partnerships the program will utilize to accomplish its goals.</p> <p>C. Describe the strategies and activities that will be used to make this program culturally relevant and promote racial equity.</p> <p>D. What is your strategy to source foods so they are authentic to the sites and communities they serve? How will you assess the cultural needs of each site?</p> <p>E. Detail the facility you plan to use, including its capacity to store food and personal items, and how your agency intends to distribute food and personal items.</p> <p>F. Describe how food and monetary donation drives will be organized and conducted.</p> <p>G. Detail how much food will be collected and distributed by the program. Please be sure to include plans for culturally relevant foods.</p>	Points Based	30 <i>(28.6% of Total)</i>
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3.	Experience and Qualifications <p>A. Include your agency’s mission statement and discuss how this program aligns with that mission.</p> <p>B. Describe your agency’s experience and qualifications in operating a food distribution program. Include details on your agency’s history with food sourcing, storage, and distribution; partnerships with food suppliers and community organizations; experience serving low-income and food-insecure populations; compliance with food safety regulations; and capacity to manage logistics such as staffing, transportation, and reporting.</p> <p>C. Provide resumes of key staff. These may be uploaded in the Vendor Questionnaire.</p>	Points Based	20 <i>(19% of Total)</i>
4.	Quality Improvement <p>A. Describe any programmatic or administrative improvements that have improved your agency’s ability to deliver services. Also describe any ongoing quality assurance procedures and practices your agency has in place.</p> <p>B. Describe how program data is or will be used to drive quality improvement efforts, including measurement of and performance on client outcomes.</p>	Points Based	15 <i>(14.3% of Total)</i>
5.	Cost	Points Based	20 <i>(19% of Total)</i>
6.	Local Vendor Preference	Points Based	5 <i>(4.8% of Total)</i>

5. Vendor Questionnaire

5.1. RFP DOCUMENT UPLOADS

5.1.1. *Upload your Proposal**

Please DO NOT include Cost information in this section.

*Response required

5.1.2. *Proposal Upload - Experience and Qualifications**

Provide resumes of key staff.

*Response required

5.1.3. *Upload Cost Proposal **

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

*Response required

5.1.4. *W9 Upload**

Upload your company's W9 form.

NOTE: The W9 is required to be signed within the past 12 months

*Response required

5.1.5. *Supplemental Document Upload*

Upload any additional or required information documents that supplements this solicitation.

5.2. VENDOR INFORMATION

5.2.1. *Agency UEI number:*

5.2.2. *Registration with Wisconsin DFI**

At the time of contracting with the Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

Please check this box to indicate that your agency is registered or will be registered in good standing with the Wisconsin Department of Financial Institutions.

☐ Yes

☐ No

*Response required

When equals "No"

5.2.3. *Please explain.**

You've indicated that your agency is not and will not be registered with Wisconsin DFI. At the time of contracting with the Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

*Response required

5.2.4. Local Vendor Preference *

Select a Local Vendor Preference:

Vendors located within Dane County 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.

Vendors located outside of Dane County of the 7 counties adjacent to Dane County would choose "No Preference".

NOTE: A post office box address does not qualify as an established place of business.

- ☐ No Preference
- ☐ Yes - Dane County
- ☐ Yes - Columbia County
- ☐ Yes - Dodge County
- ☐ Yes - Green County
- ☐ Yes - Jefferson County
- ☐ Yes - Iowa County
- ☐ Yes - Rock County
- ☐ Yes - Sauk County

*Response required

5.2.5. Fair Labor Practice Certification *

Has your company 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?

If **yes** is answered, a copy of any relevant information regarding such violation is required to be uploaded with your bid submission.

Additional information about the NLRB and WERC can be found using the following links:

www.nlrb.gov and <http://werc.wi.gov>.

- ☐ Yes and any relevant information regarding such violation has been or will be uploaded with this bid submission.
- ☐ No

*Response required

5.2.6. Cooperative Purchasing*

Reference Guidelines - Section F.

Does your company agree to furnish the commodities or services of this bid to municipalities and state agencies?

- ☐ Yes
☐ No

*Response required

5.2.7. *Designation of Confidential and Proprietary Information**

Please specify what information you wish to designate as confidential and proprietary. Please identify section/ pages/ topic /documents, etc.

NOTE: Pricing sections cannot be designated as confidential and proprietary.

If nothing will be designated, simply type "None" in the section below.

*Response required

5.3. RFP ADDENDA

5.3.1. *I understand that if any addendum is issued I will have to acknowledge the posted addendum. **

- ☐ Yes
☐ No

*Response required

5.3.2. *If an addendum is posted after I have submitted my proposal response and the resulting addendum requires action to be taken either in the Specification Section or Pricing Section, I understand that:**

1. I will have to unsubmit my proposal response.
2. I will have to acknowledge the posted addendum.
3. I will have to take action in responding to the changes on either the Specification Section or Pricing Section.
4. I will then have to resubmit my proposal response.

Further instructions on addendum(a) postings can be found [here](#).

- ☐ Yes
☐ No

*Response required

5.4. SIGNATURE AFFIDAVIT

5.4.1. *RFP Response Signature Affidavit**

This is an electronic signature form via DocuSign that is required to be signed upon finalizing submission of bid or proposal.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the help articles below:

[How to Complete DocuSign Forms](#)

[How to Download, Complete and Upload without DocuSign](#)

[Click here to go to the form](#)

*Response required

6. General Guidelines

6.1. 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, contact the Department of Human Services at (608) 242-6439 (voice) or Wisconsin Relay (711).

6.2. ADDENDA & 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 via the County's [eProcurement Portal](#).

It shall be the responsibility of the proposers to regularly monitor the web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) via the eProcurement Portal.

6.3. CONTRACT TERM & FUNDING

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

At the time of contracting with Dane County Department of Human Services, agencies must be registered entities in good standing with the Wisconsin Department of Financial Institutions.

Contracts with the Department of Human Services limit administrative costs/expenses to a 15% ceiling.

6.4. 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.

Multiple proposals from a vendor will be permissible; however, the proposer must create separate accounts with separate log-in sequences, emails, and passwords on the County's eProcurement Portal.

Please message procurementsupport@opengov.com with any questions regarding set up.

6.5. PROPOSAL ORGANIZATION & FORMAT

Proposers must respond to the Vendor Questionnaire via the eProcurement Portal and organize based on submission instructions.

6.6. DESIGNATION OF CONFIDENTIAL & PROPRIETY 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:

- A. 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.
- B. 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, vendor 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.

6.7. COOPERATIVE PURCHASING

Participating in cooperative purchasing gives vendors the opportunity for additional sales without additional bidding. Municipalities and state agencies use cooperative purchasing 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 municipalities and state agencies 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.

6.8. VENDOR REGISTRATION

Vendors are required to register at the County's eProcurement Portal. Registration is free and will ensure that you receive notifications of solicitations that match your profile and category code(s).

Registering allows a vendor the opportunity to receive notifications for bids issued by the County and provides the County with up-to-date company contact information.

Once registered, please check to make sure your vendor information including commodity codes is up-to-date by signing into your account at:

<https://procurement.opengov.com/portal/countyofdane>.

6.9. 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, or Sauk) automatically receive two points toward the evaluation score.

6.10. 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.

6.11. FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

6.12. PRELIMINARY EVALUATION

The proposals will first be reviewed to determine if requirements are met. Failure to do so will result in the proposal being rejected. In the event that all vendors do not meet one or more of the 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.

6.13. PROPOSAL SCORING

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals.

The cost 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. If the team determines that it is in the best interest of the County to require oral presentations/interview, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the oral presentations/interview process will then be scored, and the final ranking will be made based upon those scores.

6.14. ORAL PRESENTATIONS/INTERVIEW/SITE VISITS

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

6.15. RIGHT TO REJECT PROPOSALS & 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.

6.16. AWARD & 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 best and final 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.

6.17. NOTIFICATION OF INTENT TO AWARD

Notice of award will be sent to applicants via email only, using the contact information provided in their bid submission. Upon receipt of the notice of award the awarded vendor must respond via email to confirm acceptance of the award and acknowledge the units and rates specified therein, which may differ from the original bid. After notice of award a formal contract containing all provisions of the agreement, signed by both parties, shall be executed.

6.18. GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS

The Cost Proposal section of this RFP is a separate document attached to this this RFP. The Cost Proposal section shall be completed and uploaded separately from the RFP Response narrative.

The cost 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.

6.19. FIXED PRICE PERIOD

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

7. Standard Terms and Conditions

7.1. 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.

7.2. ENTIRE AGREEMENT

Dane County has Standard Terms and Conditions that 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 and conditions supersede any other terms and/or conditions applicable to the agreement.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. QUALITY

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

7.7. QUANTITIES

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

7.8. DELIVERY

Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent COD or freight collect.

7.9. 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.

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.

7.10. 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.

Proposals must be submitted via the County's Procurement Portal. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

7.11. 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.

7.12. 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.

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.

7.13. 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.

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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. NON-DISCRIMINATION/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.

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.

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.

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.

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.

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.

7.18. 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.

7.19. 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.

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).

7.20. 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.

7.21. INDEMNIFICATION & INSURANCE

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 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.

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.

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.

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.

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.

2.4. Workers' Compensation.

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

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.

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.

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.

7.22. CANCELLATION

County reserves the right to terminate any Agreement due to non-appropriation or termination of funds for any reason, the imposition of additional conditions on State or Federal funding, 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.

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

7.24. 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.

7.25. 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.

7.26. 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.

7.27. 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.

7.28. 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.

1. VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).
2. 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."

7.29. PUBLIC RECORDS ACCESS

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records may not be available for public inspection until competitive or bargaining reasons no longer

require confidentiality. Bid records may be obtained by submitting an Open Records Request electronically to the Dane County Records Control office.

7.30. 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.

1.26 1 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.

1.26 2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.