



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

RFP NUMBER: 121030

RFP TITLE: **CRISIS RESTORATION AND TRIAGE
AND RESTORATION CENTER
PLANNING CONSULTANT**

RFP DEADLINE: **March 30, 2021
2:00 p.m. (CST)**

**PROPOSALS
MUST BE
UPLOADED TO:** **Purchasing Bid Dropbox
www.danepurchasing.com**

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

**DIRECT
ALL INQUIRES TO:**

Megan Rogan
Purchasing Officer
(608)283-1487
Rogan.megan@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

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

DATE ISSUED | February 16, 2021

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Vendor Conference
- 1.4 Reasonable Accommodations
- 1.5 Addendums and/or Revisions
- 1.6 Calendar of Events
- 1.7 Contract Term and Funding
- 1.8 Submittal Instructions
- 1.9 Bid Opening and Summary Posting
- 1.10 Multiple Proposals
- 1.11 Proposal Organization and Format
- 1.12 Designation of Confidential and Proprietary Information
- 1.13 Cooperative Purchasing
- 1.14 Vendor Registration
- 1.15 Local Purchasing Ordinance
- 1.16 Dane County Sustainability Principles
- 1.17 Fair Labor Practice Certification

2.0 PROPOSAL SELECTION AND AWARD PROCESS

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Evaluation Criteria
- 2.5 Right to Reject Proposals and Negotiate Contract Terms
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 3.1 Definitions and Links
- 3.2 Scope of Services/Specification Overview

4.0 PROPOSAL PREPARATION REQUIREMENTS

- 4.1 [Attachment A – Vendor Information](#)
- 4.2 Table of Contents
- 4.3 Tab 1: Cover Letter
- 4.4 Tab 2: Organizational Description and Capabilities
- 4.5 Tab 3: Staff Qualifications
- 4.6 Tab 4: Project Plan
- 4.7 Tab 5: Project Timeline
- 4.8 Tab 6: References

5.0 COST PROPOSAL

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

6.0 ATTACHMENTS

- 6.1 [Attachment A – Vendor Information](#)

7.0 STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

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

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

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

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

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

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

1.3 Vendor Conference

There will not be a vendor conference.

1.4 Reasonable Accommodations

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

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division [website](#).

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

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
February 16, 2021	RFP Issued
March 17, 2021	Last day to submit written inquiries (2:00 p.m. CST)
March 19, 2021	Addendums or supplements to the RFP posted on the Purchasing Division website
March 30, 2021	Proposals due (2:00 p.m. CST)
Week of April 12, 2021	Interviews (if needed)
April 2021	Vendor Selection/Award

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

1.8 Submittal Instructions

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

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

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

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

1.9 Bid Opening and Summary Posting

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

1.10 Multiple Proposals

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

1.11 Proposal Organization and Format

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

1.12 Designation of Confidential and Proprietary Information

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

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

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

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

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

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

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

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment

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

1.13 **Cooperative Purchasing**

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

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

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

1.14 **Vendor Registration Program:**

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

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

For Non-Registered Vendors:

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

For Registered Vendors:

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

1.15 **Local Purchasing Ordinance**

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office,

SECTION 1 – GENERAL INFORMATION

plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

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

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

1.16 **Dane County Sustainability Principles**

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

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

1.17 **Fair Labor Practice Certification**

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

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

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

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 4. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

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

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organizational Capabilities (Section 4.3)	20%
Staff Capabilities (Section 4.4)	20%
Project Plan (Section 4.6)	30%
Project Timeline (Section 4.7)	10%
Cost	Percent
Cost (Section 5)	20%
Total	100%

2.5 Right to Reject Proposals and Negotiate Contract Terms

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.6 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

2.7 Notification of Intent to Award

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

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

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

Dane County Purchasing website: www.danepurchasing.com

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

Purchasing

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

3.2 Scope of Services/Specification Overview

3.2.1 Background

A Triage and Restoration Center (also known as a crisis center or a stabilization center) provides immediate access to mental health and substance use crisis stabilization to individuals both inside and outside the criminal justice system. It is generally grounded in the concept of “no wrong door” and individuals can access services by walking in, being referred by a community partner, or by law enforcement drop-off. It should accept all referrals. Care available at a Triage and Restoration center should be accessible, compassionate, and equitable. Integration with ongoing behavioral health services and other resources such as housing, income, food, and social connectedness are a critical component.

The prospect of a Triage and Restoration center in Dane County was first articulated in the report, “Investigating Solutions to Racial Disparities and Mental Health Challenges in the Dane County Jail and throughout Dane County’s Criminal Justice System” in September 2015 (<https://cjc.countyofdane.com/documents/2015-RPT-450-CRIMINAL-JUSTRICE-WORKGROUPS-REPORT.pdf>). Since that time, discussion of building a Triage and Restoration center continued in some manner among different stakeholder groups in Dane County. The Dane County Behavioral Health Needs Assessment authored by the Public Consulting Group, completed in October 2019, had as one of its recommendations, “creating a roadmap to implement 23-hour observation beds, 24/7 crisis care, dedicated law enforcement drop off for crisis care, and programs that more fully integrate co-occurring substance use and mental health treatment.”

In September 2020, the Dane County Executive added an initiative to his 2021 County Budget Proposal to study the feasibility of developing a Behavioral Health Triage and Restoration Center. The vision put forth in the County Executive’s budget message is that the development of such a center will represent another bold step at improving mental health care in our community while offering an innovative effort to continue reforming the criminal justice system and reducing recidivism among the jail population. Before such a facility can be developed, it is important for the county to identify how such a center could work and the types of partnerships that will be needed to make it feasible. The Department of Human Services has the responsibility to oversee this study.

At its meeting in September 2020, the Dane County Community Justice Council (CJC) <https://cjc.countyofdane.com> endorsed the planning and development of a Triage and

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

Restoration center to serve as an alternative for those who do not require inpatient or emergency department care or jail. The CJC further directed the Behavioral Health Subcommittee of the CJC to take the lead in planning efforts for a Triage and Restoration center, to include developing a concept plan regarding services, a space plan, and identification of costs and resources. The CJC-Behavioral Health subcommittee membership includes: Dane County District Attorney, Department of Human Services, Office of the Public Defender, NAMI Dane County, Madison Police Department, Dane County Sheriff's Office, Corporation Counsel, and the 911 Center.

3.2.2 Project Objectives

Dane County has a complex and multi-faceted array of programs and services that comprise the existing crisis support system. It is essential that any system enhancement aimed at providing an alternative to jail function seamlessly within this network of services. The primary objective for this project is to conduct a study of the existing crisis care continuum available in Dane County, complete a comparative analysis of best practices in other areas of the country, and recommend an implementation plan for the development of a Triage and Restoration Center specific to Dane County that will provide a competent, safe, and accessible location to assist individuals struggling with a behavioral health crisis. The implementation plan must provide clear recommendations for all the necessary program elements for such a center in Dane County, space needs and considerations, steps to develop those elements, identification of costs, timelines, and the types of partnerships needed in order to make the development of this center feasible.

Community demand for alternatives to criminal justice intervention is greater than ever. There is a great deal of interest among the citizens of Dane County not only in developing alternative approaches to criminal justice system involvement but also in ensuring that those most affected by inequity have a meaningful voice in the design, planning, implementation, and evaluation of the proposed solutions. The needs assessment must engage the system stakeholders and the communities that are most affected by the current Dane County criminal justice system and, as such, the public engagement element is an essential component of the needs assessment.

The contract resulting from this RFP will be overseen by the Department of Human Services.

3.2.3 Scope of Services

Analyze data, investigate system stakeholder and community needs, and develop a plan for implementation of a Dane County Triage and Restoration Center that addresses the following:

1. The capacity to serve as a jail diversion by accepting and safely managing all referrals by law enforcement for individuals who are believed to have urgent mental health or substance use issues
2. The capacity to assess and address the immediate behavioral health need(s) of the individuals referred, provide stabilization, and link the individual with on-going services and supports.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

3. The capacity to admit individuals on a voluntary or involuntary basis for a time period as determined by medical or health professionals
4. The capacity to serve as a resource for individuals and families seeking assistance in dealing with behavioral health issues
5. The capacity to address the disparate impact of the criminal justice system on those who are members of our BIPOC communities

The County seeks the services of a company to attain the following objectives:

A. COMPREHENSIVE QUANTITATIVE AND QUALITATIVE ANALYSIS OF CURRENT SYSTEM RESOURCES AND CONDITIONS RELATED TO CRISIS INTERVENTION AND JAIL DIVERSION.

The awarded vendor will be expected to gain a clear understanding of local needs by learning about the current Dane County system, its providers, the services currently available, and the unmet needs of the community.

Proposal responses shall discuss how data (disaggregated by race, gender, and age, where applicable) will be obtained and analyzed from the following local sources:

- a. Current crisis continuum
- b. Current utilization of behavioral health beds
- c. Review of existing facilities which could be augmented with additional space or services
- d. Emergency room utilization by law enforcement
- e. Dane County Jail population - estimate of behavioral health diversion potential and disproportionate impact experienced by BIPOC
- f. The needs of communities outside of Madison and within Dane County
- g. Population analysis and estimate. How many people are likely to be brought by law enforcement? What is the demand/capacity for walk-in clients?
- h. Involuntary treatment laws
- i. Medicaid regulations
- j. Certification and licensing requirements
- k. Needs of special populations: dementia, I/DD, transition-aged youth, homeless, severe intoxication
- l. Financial support of the crisis services system across Dane County, including the unique managed care environment that is not common in other parts of the country.
- m. The connection of a Triage and Restoration Center to existing crisis and behavioral health services being offered in the County.
- n. How would current or planned alternatives, such as a Community Justice Center, integrate with and complement these existing resources?
- o. Stakeholder interviews/input

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- p. Public Engagement – meaningful inclusion of the voices of people with lived experience in the areas of mental health, substance use, and criminal justice

B. COMPARATIVE ANALYSIS OF BEST PRACTICES, MODELS AND RECOMMENDATIONS:

The awarded vendor shall conduct a comprehensive inventory and comparative analysis of models for Triage and Restoration Centers (also known as crisis receiving and stabilization centers), recommend elements of the models that would be the most effective in Dane County, illustrate how these various models could meet the needs, and identify the various resources needed to implement the recommended models.

Areas of focus in the best practices/models analysis and recommendations (based on findings from the quantitative and qualitative data analysis) include:

- 1) Review of models and ideas from around the country (i.e.: Pima County, Denver, Corvallis, Fresno, San Diego, San Francisco, Seattle, Montgomery, Kansas City, Miami, Los Angeles, and others).
- 2) Identification of specific elements/models relevant to Dane County 's needs/conditions, including a focus on the impact these models would have on reducing the disparate impact of the criminal justice system on different groups of people who experience mental health crises.
- 3) Identification of specific policies, programs, structures, emerging best practices in recent Triage and Restoration Center models that would best and most effectively serve the needs of Dane County within the Triage and Restoration Center.
- 4) Recommendation of a plan for technical assistance to be used during the development and implementation of a Triage and Restoration Center.
- 5) Recommendation of a proposed timeline to secure funding, construction plans, and project completion

C. SPECIFIC CONFIGURATION OF A TRIAGE AND RESTORATION CENTER THAT WILL MEET THE NEEDS OF DANE COUNTY TO INCLUDE:

1. Capacity
2. Licensure or certification requirements
3. Qualities of the ideal location
 - a. How much building space is needed and how should the space be designed and used?
 - b. Should there be a locked or delayed egress?
 - c. What physical space considerations are needed in order to create an accessible and welcoming place for those who walk in seeking assistance and for law enforcement who may drop off those who are actively in crisis?
4. Admission criteria/Referral process/Triaging guidance

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

5. Should different levels of care be provided (i.e. 23-hour observation; short-term subacute; acute involuntary stabilization)?
6. What is the recommended length of stay? What is the maximum length of stay?
7. What kind of staffing should be in place? Including the disciplines and credentials (including the role of those with lived experience), language and cultural responsiveness of staff.
8. Physical space and procedural requirements for law enforcement/first responder drop off
9. Role of peer support
10. Medical clearance criteria - What medical conditions should be excluded?
11. What non-behavioral health services should be provided? Should housing or physical health services be provided? If so, to what extent? How should access to transportation services be incorporated?
12. Timely access to ongoing services, coordination of care
13. Address special populations: BIPOC, those with dementia, I/DD, transition-aged youth, homeless, severe intoxication
14. Billing and revenue sources including models that include partnerships with private healthcare entities in addition to Medicaid and other government sources
15. Discuss the racial equity considerations incorporated in all recommendations

D. DETAILED IMPLEMENTATION PLAN FOR DEVELOPING THE RECOMMENDED PROGRAM AND INTEGRATING INTO THE DANE COUNTY CONTINUUM OF CRISIS CARE TO INCLUDE:

1. Funding

- a. The costs for a facility – capital and operating expenses; which entity or entities should provide funding?
- b. How should funding be set up so that program functionality is not inhibited and program performance is promoted?
- c. What opportunities are there for managed care entities to contribute to the Center's funding and operation?
- d. How have Milwaukee and other jurisdictions established funding partnerships for such a venture?
- e. Are there opportunities to incorporate Certified Community Behavioral Health Clinics or the Comprehensive Community Services (CCS) service array?

2. Partnerships:

- a. Identify key partners and describe the nature of the initial fiscal and non-fiscal partnerships that are necessary for the successful implementation of a Dane County Crisis Triage and Restoration Center including:
 - 1) Cities and municipalities in Dane County
 - 2) Law enforcement agencies
 - 3) Hospitals in Dane County
 - 4) Health care systems in Dane County
 - 5) Supportive housing and wrap-around services necessary for individuals living with mental illness to stabilize successfully.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- 6) Stakeholder groups that represent Dane County’s BIPOC populations
- 7) Residents with lived experience, peer advocates

3. Oversight:

- a. What kind of planning and advisory structure should be put in place both during development and ongoing? Which stakeholders should be included?

4. Outcomes/measures:

- a. What data needs to be tracked for both process and outcome measures and for quality improvement?
- b. How do social determinants of health fit in? Especially as related to racial and ethnic disproportionality in the criminal justice system?
- c. How should satisfaction measures be collected from both clients and partners?
- d. What should be included in an annual report for public?

5. Geographic location:

- a. What considerations should be made for equity and accessibility?

6. Timeline

- a. What is the timeline for implementation? Should there be a phased approach?

7. Community engagement

- a. What measures should be taken during the development and implementation of a Triage and Restoration Center to ensure community engagement and transparency in the process?

3.2.4 DELIVERABLES

- a) A **Confidential Draft Interim Report** with preliminary findings and recommendations based on preliminary analysis of the qualitative and quantitative data due to contract administrator for internal review and comment. **[TO BE COMPLETED BY AUGUST 2021]**

NOTE: After preliminary analysis, meet with select staff (to be determined) to discuss initial findings and incorporate feedback into the Confidential Draft Interim Report.

- b) A **virtual summary presentation** – a preliminary findings report and presentation to the Dane County Criminal Justice Council, with invited subcommittees, including the CHC-BH, CJC-RD, and members of the general public for reaction and comment

[TO BE COMPLETED AFTER SUBMISSION AND REVIEW BY INTERNAL STAFF TEAM OF CONFIDENTIAL DRAFT INTERIM REPORT— SEPTEMBER 2021—PRIOR TO PUBLIC LISTENING SESSION ON PRELIMINARY FINDINGS AND RECOMMENDATIONS]

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

- c) **Design and delivery of public engagement events** in Dane County, including a public listening session in September to present preliminary findings and recommendations for public reaction and input to occur by the midway point of the project **[TO BE COMPLETED SEPTEMBER 2021]**
- d) **A Final Report** with data analysis, findings, and comparative analysis of and recommendations for the most effective models for Dane County and identified financial and other resources needed to implement the recommended models due for internal review and acceptance. **[TO BE COMPLETED BY OCTOBER 2021]**
- e) **Single Public Presentation on Final Report and Recommendations** to CJC, CJC-BH Subcommittee, and members of the County Board. **[OCTOBER 2021—*in-person or virtual presentation to be determined*].**

NOTE: Confidential drafts of both the interim and final reports will be submitted to the contract administrator for review and acceptance before each draft is finalized and made available to the staff team and public, respectively.

The selected vendor is expected to engage in weekly structured routine communication with the contract administrator and designated Criminal Justice Council staff throughout the process to ask questions, gather information, provide progress reports on the project, etc.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

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

4.1 Attachment A – Vendor Information

4.2 Table of Contents

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

4.3 Tab 1: Cover Letter

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

- Name of Firm
- Name and contact information of the proposed project manager
- Name and contact information of the person authorized to submit the scope and cost proposal on behalf of the firm
- Provide an overview of the firm's interest in the project

4.4 Tab 2: Organizational Description and Capabilities

Provide a description of the organization submitting the proposal. Include the name, legal structure [e.g. corporation, LLC, etc.], size and location of office[s] and areas of expertise. Describe the company's experience and capabilities in providing similar services to those required, including involvement in planning, development, or implementation of an existing crisis receiving facility. Describe the organization's experience and knowledge in the area of criminal justice reform. Describe the ways in which the organization promotes equity and empowers people with lived experience. Be specific and identify projects, dates, and results.

4.5 Tab 3: Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. Dane County expects a single project manager to be assigned to the project for the duration. Please identify this project manager. Include a brief statement of the availability of key assigned personnel to the team. Describe how you will ensure that assigned staff are representative of the community impacted, including BIPOC and those with lived experience.

4.6 Tab 4: Project Plan

Provide narrative regarding the firm's approach to facilitating a planning process for the Crisis Restoration and Triage and Restoration Center. The proposer shall include in their approach to this project their plan for each of the project components described in Section 3.2.2:

1. Comprehensive quantitative and qualitative analysis of current system resources and conditions related to crisis intervention and jail diversion.
2. Comparative analysis of best practices, models and recommendations

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

3. Specific configuration of a Triage and Restoration center that will meet the needs of Dane County
4. Detailed implementation plan for developing the recommended program integrating into the Dane County continuum of crisis care

Included in the narrative, provide details on how your organization plans to do the following:

- Reach out to and engage a diverse group of stakeholders, including individuals with lived experience, and compensate them for their input as appropriate
- Focus on racial justice and equity, applying that lens to all aspects of the project
- Adequately engage and assess the community's needs while in the midst of a pandemic
- Demonstrate transparency and make every effort to assure the community feels ownership and is involved in every step of the process
- Acquire and analyze data from the local sources listed on page 10 of this RFP

4.7 **Tab 5: Project Timeline**

Present a realistic timeline for this project's completion from the time a contract is awarded. Please provide range estimates for each designated activity of the project.

4.8 **Tab 6: References**

Proposer must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as reference for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

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

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

5.2 Format for Submitting Cost Proposals

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

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

5.3 Fixed Price Period

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

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 05/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 **INDEMNIFICATION & INSURANCE.**

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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

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

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

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

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

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

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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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