

REQUEST FOR PROPOSAL
2026-RFP-061-PR
PHARMACEUTICAL SERVICES FOR RESIDENTS OF BADGER
PRAIRIE HEALTH CARE CENTER

County of Dane
City-County Building, Room 425, 53703
Madison, WI 53703



RELEASE DATE: September 10, 2026

DEADLINE FOR QUESTIONS: October 2, 2026

RESPONSE DEADLINE: October 22, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

County of Dane
REQUEST FOR PROPOSAL
Pharmaceutical Services for Residents of Badger Prairie Health Care
Center

I.	Introduction.....
II.	RFP Guidelines and Overview
III.	Contract Term.....
IV.	Project Overview & Scope of Work.....
V.	RFP Response Requirements & Evaluation Criteria
VI.	Pricing Proposal
VII.	Vendor Questionnaire.....
VIII.	Standard Terms and Conditions.....

1. Introduction

1.1. Summary

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 a purchase order for the product(s) and/or service(s) stated Pharmaceutical services for residents of Badger Prairie Health Care Center.

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

1.2. Contact Information

Megan Rogan

Purchasing Officer

Email: rogan.megan@countyofdane.com

Phone: [\(608\) 283-1487](tel:(608)283-1487)

Department:

Badger Prairie Health Care Center

1.3. Timeline

Release Project Date	September 10, 2026
Question Submission Deadline	October 2, 2026, 2:00pm
Question Response Deadline	October 7, 2026, 2:00pm
Proposal Submission Deadline	October 22, 2026, 2:00pm

2. RFP Guidelines and Overview

2.1. GENERAL SOLICITATION PROCESS

1. REASONABLE ACCOMMODATIONS

1. 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 vendor conference or site visit, contact the Purchasing Officer listed or call WI Relay 711 for TDD Services.

2. VENDOR REGISTRATION

1. Interested 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 codes as well as providing the County with up-to-date company contact information.
2. Once registered, please double check to make sure your vendor information including commodity codes is up-to-date by signing into your account at the County's [eProcurement Portal](#).

3. CALENDAR OF EVENTS

1. Specific and estimated dates and times of actions related to this solicitation are listed in the timeline in the Introduction Section. 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](#).

4. CLARIFICATION OF THE SPECIFICATIONS / QUESTIONS

1. All inquiries concerning this solicitation must be submitted via the County's [eProcurement Portal](#).
2. Questions must be submitted before 2:00 pm on Friday, October 2, 2026.
 1. Requests submitted after that time frame will not be considered.
3. Proposers are expected to raise any questions, exceptions, or additions they have concerning the solicitation at this point in the process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the proposer should immediately notify the contact person of such error and request modification or clarification to the solicitation document.
4. 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 on this solicitation is authorized to provide any information or respond to any question or inquiry concerning this solicitation.

5. ADDENDA & REVISIONS

1. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this bid, addenda and/or supplements will be posted via the County's [eProcurement Portal](#). Bidders are responsible to regularly monitor the web site for any such postings. It is recommended to check the [eProcurement Portal](#) for addenda prior to submitting a proposal. Bidders must acknowledge the receipt/review of any addenda via the [eProcurement Portal](#).
2. The Purchasing Division has the sole authority for modifications to specifications and/or the solicitation document.

6. INSPECTION OF PREMISES/VENDOR SITE VISIT - when applicable

1. When applicable, bidder's may inspect site(s) prior to submitting bids to determine all requirements associated with the project by contacting Megan Rogan. Failure to do so will in no way relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services that may be required to carry out the intent of the resulting contract.

2.2. [BID / PROPOSAL SUBMISSION](#)

Dane County strongly encourages all vendors to submit proposals well in advance of the solicitation deadline. By doing so, if there are any technical difficulties, there is time to attempt to resolve the situation before the deadline. Late bids will not be accepted.

If there are technical difficulties while trying to submit, first, contact OpenGov Support by clicking into the small blue circle on the bottom, right side of your screen while logged into the OpenGov system.

1. SUBMITTAL INSTRUCTIONS

1. 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.
2. Proposals must be submitted via the County's [eProcurement Portal](#) before 2:00 pm on Thursday, October 22, 2026. 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 solicitation.
3. To Submit a Proposal:
 1. Register at the County's eProcurement Portal at <https://procurement.opengov.com/portal/countyofdane>
 2. Click on the green "+Subscribe" button on the left side of the screen and proceed to create an account or sign in if an account already exists.
 3. Once registered, click on the "draft" button to draft your proposal.
 4. Provide company information

5. Complete the entire Vendor Questionnaire
6. Where indicated, upload the required documents.
7. The file upload status can be seen for each document uploaded.
8. Confirm all files have been uploaded
9. Review your work and click on "submit" proposal
10. Acknowledge any addenda

2. MULTIPLE PROPOSALS & ACCEPTANCE

1. **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](#).** Each such proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc.
2. Please message procurementsupport@opengov.com with any questions regarding set up.

3. GENERAL INSTRUCTIONS ON SUBMITTING COST PROPOSALS

1. The Cost Proposal section of this solicitation will either be incorporated into the system as a Pricing Table or as a separate Cost Proposal Attachment that must be downloaded, completed, saved, and uploaded to the Vendor Questionnaire section.
2. Price(s) quoted shall include all labor, materials, equipment, shipping and other costs and conditions outlined within the bid. Pricing shall remain fixed.

4. RIGHT TO REJECT PROPOSALS & NEGOTIATE CONTRACT TERMS

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

2.3. [VENDOR QUESTIONNAIRE DEFINITIONS](#)

1. LOCAL VENDOR PURCHASING PREFERENCE - [applicable to RFBs](#) - **DOES NOT APPLY TO PUBLIC WORKS BIDS**

1. Under Dane County Ordinance 25.08(11)(c-e), a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor may be invited to match the low bid if the low bid is offered by a vendor that is not identified as a Locally Based and Owned Vendor, Locally Operated Vendor, or Non-Locally Operated Vendor according to Dane County Ordinance requirements. Local Vendor Preferences do not apply to bids for sand, gravel, salt, asphalt and concrete.

Locally Based and Owned Vendors:

1. When bids are reviewed, the County will determine if a Locally Based and Owned Vendor

responding to the bid is the low bidder. If a Locally Based and Owned Vendor is the low bidder, they will be awarded the bid.

2. If a Locally Based and Owned Vendor is not the low bidder but is within 15% of the low bid, the County will contact the Locally Based and Owned Vendor and provide that vendor the option of matching the low bid price.

3. If no Locally Based and Owned Vendors are among the responding bidders, or the Locally Based and Owned Vendor declines to match the low bid, then the County will determine if a Locally Operated Vendor has responded to the bid.

Locally Operated Vendors:

4. If a Locally Operated Vendor is within 10% of the low bid, the County will contact the Locally Operated Vendor and provide that vendor the option of matching the low bid price.

5. If no Locally Operated Vendors are among the responding bidders, or the Locally Operated Vendor declines to match the low bid, then the County will determine if a Non-Locally Operated Vendor has responded to the bid.

Non-Locally Operated Vendors:

6. If a Non-Locally Operated Vendor is within 5% of the low bid, the County will contact the Non-Locally Operated Vendor and provide that vendor the option of matching the low bid price.

7. If no Non-Locally Operated Vendors are among the responding bidders, or the Non-Locally Operated Vendor declines to match the low bid, then the County will award the bid to the low bidder without regard to the location of the vendor.

2. LOCAL VENDOR PURCHASING PREFERENCE - applicable to RFPs - DOES NOT APPLY TO PUBLIC WORKS BIDS

1. 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.

1. County ordinance provides that a local vendor (within Dane County) automatically receive five points toward the evaluation score.

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

3. LOCAL CONTENT VENDOR PREFERENCE - generally only applicable to RFBs - DOES NOT APPLY TO PUBLIC WORKS BIDS

1. Under Dane County Ordinance 25.08(4)(f-j), bidders offering goods made in Dane County, its surrounding counties, or the State of Wisconsin receive a price preference on sealed bid solicitations. Bids are first evaluated to determine if any bidders are offering products that qualify as Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods. Local Vendor Preferences do not apply to bids for sand, gravel, salt, asphalt and concrete.

2. A bidder offering Dane County-Made Goods will be considered the successful bidder if their price is up to 15% higher than the low bid for goods that are not Dane County-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Regionally-Made Goods. If so, then such a bidder will be considered successful if their price is up to 12.5% higher than the low bid for goods that are not Regionally-Made Goods. If no vendors meet this criteria, then the County will determine if any bidder is offering Wisconsin-Made Goods. If so, that bidder will be considered successful if their price is up to 10% higher than the low bid for goods that are not Wisconsin-Made Goods. If no vendors are offering Dane County-Made, Regionally-Made, or Wisconsin-Made Goods, then the County will evaluate the low bid without regard to the content of the goods.

4. FAIR LABOR PRACTICES CERTIFICATION

1. Dane County Ord. 25.09 (1) is as follows:
 1. (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.
 2. If a company indicates that they have been found by the NLRB or WERC to have such a violation in the Vendor Questionnaire section, a copy of any relevant information regarding such violation with is required to be uploaded with the bid submission.
 3. Additional information about the NLRB and WERC can be found using the following links: www.nlr.gov and <http://werc.wi.gov>.

5. COOPERATIVE PURCHASING

1. 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.
2. In the Vendor Questionnaire section, 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.
3. 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. DESIGNATION OF CONFIDENTIAL & PROPRIETY INFORMATION - [generally only applicable to RFPs](#)

1. RFP responses are public records under Wisconsin Law. Dane County may be required to release your RFP response if someone makes a public records request. There are few exceptions to disclosure under Wisconsin's Open Records Law.
2. All proposed 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.
3. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s) to determine whether such information must be disclosed. Dane County shall not provide advance notice prior to release of any requested record.
4. Submitted pricing will always become public information when proposals are opened and therefore cannot be designated as confidential. Designating the RFP response or proposal in its entirety as confidential is never warranted and will result in its release.
5. One exception under the Wisconsin Open Records Law is if information constitutes a "trade secret." Trade secret is defined in Sect. 134.90 (1)(c) of the Wisconsin 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.

County cannot guarantee that such information will be treated as a trade secret or confidential.

6. 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.
7. In the event the Designation of Confidentiality of this information is challenged, undersigned agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality and to hold Dane County harmless for any costs or damages arising out of Dane County withholding the materials. .
8. 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.

2.4. EVALUATION

1. PRELIMINARY EVALUATION

1. The proposals will first be reviewed to determine if all applicable requirements are met. Failure to meet mandatory requirements may 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 the solicitation.

2. PROPOSAL SCORING - applicable to RFPs

1. Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in the evaluation section of the RFP posting. 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 a Phase 2 Evaluation which may include 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.
RFP Cost Proposal's will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

3. ORAL PRESENTATIONS/INTERVIEW - applicable to RFPs

1. 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.

2.5. AWARD

1. RFB AWARD

1. The County will award the bid to the most responsive and responsible bidder whose bid is most advantageous to the County. In determining the most advantageous bid, the County may consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed in this solicitation.
2. A resulting award and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any Subcontractor's performance and work quality when used by the Contractor

to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

2. RFP AWARD

1. An RFP award will typically be granted in one of two ways.
 1. The award may be granted to the highest scoring responsive and responsible proposer.
 2. 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. A resulting award and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any Subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

3. PAYMENT TERMS AND INVOICING

1. Unless otherwise agreed upon in writing, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. **Invoices presented for payment shall be submitted to via email to the Department Invoice Email Address shown on the Bill To section of the PO issued. The Dane County purchase order number must be noted on the submitted invoice.**
2. Other incidental or standard industry charges not identified herein, are not allowed under this contract. Miscellaneous service charges used to help the Contractor pay various fluctuating current and future costs are not allowed. These charges include, but are not limited to, costs directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services.

4. NOTIFICATION OF INTENT TO AWARD

1. Upon finalizing the award, a notification email may be sent via the OpenGov system showing the awarded vendor(s).
2. As a courtesy, the County may send a Notice of Intent letter to responding vendors at the time of the award. - applicable to RFPs
3. Written notice of award to a vendor in the form of a purchase order or other document, mailed or emailed to the address shown on the bid will be considered sufficient notice of acceptance of bid.

5. CERTIFICATE OF INSURANCE

1. The successful vendor is required to submit to Dane County a Certificate of Insurance prior to performing any work under this contract. The certificate is required prior to issuance of purchase order. See the Insurance Responsibility section within the Standard Terms & Conditions.
2. Please contact your insurance representative to issue an Additional Insured Endorsement naming County of Dane, a municipal corporation, its boards, commissions, agencies, officers, employees and representatives listed as an ADDITIONAL INSURED on the General Liability policy.
3. Indicate mailing address as:
 - County of Dane
Risk Management
City County Building Room 425
210 Martin Luther King Jr., Blvd.
Madison, WI 53703
4. Please inform your insurance representative that you have agreed to provide us with 30 Days written notice in the event of cancellation for any reason before the expiration date of your policy or policies.
5. Vendor may email Certificates of Insurance to risk.management@danecounty.gov.
6. Call 608-266-4965 with any questions.

6. PERMITS & LICENSES

1. The Contractor selected under this bid shall be required to obtain the necessary permits and licenses prior to performing any work under this contract. The Contractor will be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract.
2. Contractor must be financially responsible for obtaining all required permits and licenses to comply with pertinent regulations, municipal, county, State of Wisconsin and Federal laws, and shall assume liability for all applicable taxes.

7. SATISFACTORY WORK

1. Any work found to be in any way defective or unsatisfactory shall be corrected by the Contractor at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the vendor with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

8. GOVERNMENT STANDARDS

1. 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. Bidders shall comply with all local, state and federal regulations, directives and laws.

9. DANE COUNTY SUSTAINABILITY PRINCIPLES

1. On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:
 - Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
 - Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
 - Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
 - Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

2.6. CONTRACTING

1. CONTRACT/PROJECT ADMINISTRATION

1. The County department(s) utilizing the service will be responsible for drafting, coordinating, monitoring and administering the resulting service contract/purchase order. The department shall be responsible for notifying the awarded vendor about contract renewals or extensions. Any modifications or additions to the contract(s)/purchase order(s) shall be communicated by the department to the Purchasing Division.

2. CONTRACT ASSIGNMENT - SUBCONTRACTORS

1. A resulting contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. Subcontractors must abide by all terms and conditions under this Contract.

3. CONTRACT ADDITIONS

1. The County reserves the right to add new items and locations at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:
 1. The County Purchasing Officer will contact the vendor requesting pricing for the item(s) to be added.
 2. The vendor, within three working days, should respond in writing and include the bid number, contract period and the price for each item or service to be provided.
 3. Upon receipt, the County shall issue a Change Order adding the service or product(s) to the Contract or Purchase Order.

2. *The County reserves the right to accept or reject prices and obtain bids on the open market for these add ons.*
3. *When applicable, Contractor may be required to sign a Dane County Contract.*

4. CONTRACT TERMINATION

1. If for any reason the successful contractor fails to fulfill the requirements of the contract for providing the specified services, the County shall have the right to cancel the contract at any time and negotiate for the services with another contractor.

3. Contract Term

The contract shall be effective on the date indicated on the Dane County Purchase Order or the Dane County Contract execution date. The initial term length and renewal terms available are estimates only and are subject to change.

If applicable, any optional or renewal terms are not automatic extensions. Renewal terms must be agreed upon mutually by Dane County and Contractor.

Anticipated Terms (Calendar Dates)

Term 1: January 1, 2027 - December 31, 2027

Term 2: January 1, 2028 - December 31, 2028

Term 3: January 1, 2029 - December 31, 2029

Term 4: January 1, 2030 - December 31, 2030

Term 5: January 1, 2031 - December 31, 2031

4. Project Overview & Scope of Work

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: <https://www.danepurchasing.com/>

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

4.1. Overview

Badger Prairie Health Care Center (BPHCC), a long-term care facility owned and operated by Dane County, is seeking proposals from qualified, licensed pharmacies to provide comprehensive pharmaceutical services. The selected vendor must deliver a complete drug and supply distribution system in compliance with all Wisconsin nursing home regulations, including Wisconsin Administrative Code DHS 132.65. The vendor must maintain licensure as a pharmacy specializing in services for long-term care facilities. All items, services, maintenance, and compliance steps detailed in this section must be provided by the Selected Pharmacy Vendor at zero (\$0.00) direct cost, lease cost, rental fee, or delivery surcharge to the Facility.

BPHCC currently contracts with a provider for pharmaceutical services with a funding level of \$125,000 annually. Proposers are expected to review the scope of services and submit a proposal that fully addresses all requirements.

4.2. Deliveries

- **Daily Deliveries**
Provide deliveries to the facility each day at a mutually agreed-upon time.
 - No delivery surcharges, premiums, or additional transportation-related costs shall be billed to the Purchaser unless expressly authorized in writing.
- **Stat Orders**
Deliver stat orders within one (1) hour, unless the required medication is available in the facility's contingency supply.
 - If immediate administration is required and the needed medication cannot be delivered within one hour, the pharmacist shall contact the attending physician to obtain an alternate medication order that is available through the contingency supply.
- **Non-Stat Orders**
Include all new, non-stat medication orders in the regular daily delivery schedule.
 - If a non-stat medication order is needed prior to the next scheduled delivery, the vendor shall deliver the medication at an earlier time agreed upon with the nurse placing the order.
- **Out-of-Stock Medications**
Obtain any out-of-stock medications promptly and ensure timely delivery to the facility.

4.3. Compliance Requirements

Provider Compliance

- Develop and implement detailed practices for purchasing, inventory control, dispensing, and medication administration to ensure accuracy, security, and compliance.
- Maintain a comprehensive safety system for dispensing medications, including identification of all personnel involved in each dispensing function.
- Conduct ongoing reviews of potential dispensing errors using an interdepartmental quality improvement team; research all errors and complete follow-up actions.
 - Provide monthly (or as-requested) error and follow-up reports to the Director of Nursing Services.
- Ensure continuous compliance with all state and federal regulatory requirements, updating procedures and systems as regulations change.
- Communicate regulatory updates and operational changes promptly to facility leadership and relevant staff.

Compliance With Facility

- Maintain complete and up-to-date resident drug profiles within the pharmacy to support safe medication management.
- Ensure full compliance with HIPAA and all applicable privacy regulations governing resident-specific health information.
- Retain and provide credentialing, licensure, and competency records for all pharmacy personnel assigned to serve the facility, ensuring that all staff meet regulatory and professional standards.
- Notify the facility immediately of any changes to delivery personnel and ensure proper safeguarding, issuance, and return of facility access credentials.
- Collaborate with facility leadership to ensure seamless communication regarding medication issues, operational changes, and emerging resident needs.
- Participate in facility reviews or audits related to pharmacy operations and assist in ensuring compliance with all facility policies and procedures.

4.4. Medication Management, Equipment, and Communication Requirements

1. Symbols and Abbreviations

Maintain a mutually agreed-upon list of standardized symbols and abbreviations for ordering, charging, and documenting medications and treatments.

2. Medication & Treatment Carts

Provide medication and treatment carts for facility use at zero direct cost to the Facility. No lease charges, rental fees, delivery surcharges, or other ancillary costs shall be permitted.

- a. Furnish and maintain carts of appropriate size to accommodate required equipment, including computers used during delivery.
 - b. Ensure carts are cleaned routinely at intervals agreed upon with the Facility.
 - c. Ensure all carts and related pharmacy-provided equipment are kept in good working order.
3. **Barcode Scanning Equipment**
Furnish barcode scanning equipment for use during medication delivery.
 - a. Maintain all such equipment in compliance with applicable state and federal regulations.
4. **Medication Availability & Substitution**
Promptly notify the Facility when a medication is unavailable and provide acceptable product substitutions when appropriate.
5. **Medication Packaging** Shall package and dispense medications using a 30-day cycle-fill blister card system.
6. **Self-Administration Packaging**
Provide child-resistant containers or packaging that meets individual needs.
7. **Discharge & Pass Medications**
Handle discharge and pass-medication needs on an as-needed basis.
 - a. Make a pharmacist available for consultation on discharge medications.
8. **Resident-Provided Medications**
Relabel, store, and handle medications brought in by residents, consistent with facility procedures and regulatory requirements.
9. **Additional Pharmaceuticals**
Supply other requested pharmaceuticals administered by facility staff, including vaccines.
10. **Returns & Credits**
Maintain a system for cataloging returned medications and products, and issue timely credits for all eligible returns.
11. **Prescription Processing & Recordkeeping**
Interpret and fill all prescriptions and maintain all records required by state and federal law.
12. **Prescription Communication Tools**
Support secure communication of resident prescriptions; a web portal is preferred.
 - a. Provide a dedicated fax machine, web portal, or computer with modem and phone line as needed to support electronic prescription communication.
13. **Bulk Purchasing & Cost-Effective Packaging**
Purchase medications in bulk when feasible and utilize cost-effective packaging systems.

4.5. Record Keeping

- **Required Forms & Labels**
Provide all forms necessary for regulatory compliance and for maintaining a complete, integrated medical record system, including:

- a. Forms for controlled boxes (C-boxes) and emergency boxes (E-boxes).
- b. Daily drug and supply order sheets.
- c. Updated permanent prescription labels when changes in medication directions occur, upon request.
- d. Any additional forms required under state or federal law.
- e. Any forms needed to support the Facility's integrated medical record management.
- f. Physician Order Sheets and Medication/Treatment Administration Records (MARs), when requested.
- g. Forms shall be at zero direct cost to the facility.

- **E-Pharmacy Interface & EMR Integration**

Develop, implement, and maintain a fully functional e-pharmacy interface with the Facility's electronic medical record (EMR).

- a. The interface shall use NCPDP Script Version 10.6 or higher, inclusive of long-term-care specific enhancements.
- b. Collaborate with the Facility to support and expand adoption of a paperless system, utilizing the facility's EMR.

- **Insurance & Prior Authorization Support**

Assist Facility staff with:

- a. Verifying pharmacy/drug coverage for prospective admissions; and
- b. Completing prior authorizations with residents' drug plans, as needed.

- **Secure Online Communication Portal**

Maintain an internet-based portal with secure access for prescription communication, documentation exchange, and messaging between Facility staff and the pharmacy.

4.6. Facility Requirements

- **Pharmacy & Therapeutics (P&T) and Quality Assurance Participation**

Participate in Facility Quality Assurance Committee meetings per facility request. Provider may be requested to provide reports of any drug errors, irregularities, or adverse drug reactions.

- **Staff Education & Clinical Support**

Assist Facility in-service education staff with planning and delivering educational programs for nursing and other personnel.

- **Quality Assurance Reviews**

As part of the Facility's QA program, review the medication distribution system monthly and provide the Director of Nursing with written recommendations when improvements or corrective actions are warranted.

- **Dedicated Customer Service Representative**

Provide a dedicated customer service representative assigned to the Facility to ensure responsive communication and issue resolution.

- **Communication of Resident Prescriptions** Provider shall facilitate communication of resident prescriptions; a web portal is preferred.

- **Collaboration with Nurse Management**
Work collaboratively with nurse management staff to identify, address, and resolve operational or system issues involving pharmacy services and facility workflows.

4.7. Fiscal Requirements

1. Monthly Billing Requirements

Provider staff shall work with Facility staff to ensure accurate billing information is on file following admission or payor changes.

Provider shall furnish the Facility with a detailed monthly bill/invoice for Facility-responsible charges no later than the third business day of each month, including:

- A detailed Excel spreadsheet listing:
 - Date of service
 - Resident name
 - Product/drug, including dosage
 - Quantity
 - Cost per unit
 - Total cost
 - Payor source/category
- An invoice coversheet summarizing major categories (Medicare Part A, Medicaid Non-Covered, House Charges, etc.).

2. Regulatory Compliance

Provider shall bill for all services according to state and federal guidelines, including any regulatory changes occurring during the contract term.

3. Private Pay Billing

Provider shall:

- Bill all private pay clients directly.
- Work with residents or families experiencing financial hardship to ensure continuity of medication access.

4. Medicaid & Medicare Part D Billing

Provider shall:

- Bill the Wisconsin Medicaid Program and/or Medicare Part D plans directly for covered items.

- **Accept payments received from Medicaid and Medicare Part D as payment in full.**
-

5. Medicare Part A Billing

Provider shall:

- Provide separate sub-totals for supplies and pharmaceuticals for each resident.
- Ensure charges do not exceed the Medicaid fee screen.

The Facility shall be billed directly for:

- Equipment rental expenses
 - House liability items (itemized per resident)
 - Over-the-counter items (itemized per resident)
 - Employee influenza vaccines and resident vaccines not billable to third-party payors
-

6. Insurance Billing

Provider's billing staff shall bill insurance companies directly for covered services.

7. Dedicated Billing Support

Provider shall provide a dedicated billing customer service representative to support the Facility.

5. RFP Response Requirements & Evaluation Criteria

1. RFP Response - Proposers shall upload and submit their proposal response document(s) to Section 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.
 - If applicable, the Local Vendor Preference section is answered within the Vendor Questionnaire and doesn't need to be included in the RFP Response document.
- Cover Letter / Cover Page
 - Provide a Cover Letter or Cover page and at minimum should include:
 - Contact Person for the RFP process
 - RFP Title
 - RFP #
 - Name of Proposer
- Table of Contents may be included but is not required.
- Graphics may be included but are not required.

2. Cost Proposal Response

- Complete the Pricing Table if there is one located within the RFP Posting.
- If there is no Pricing Table within the RFP Posting:
 - Download and complete the Pricing Section document from the Attachment Section of the RFP Posting.
 - Upload the completed Pricing Section document to Section 1 of the Vendor Questionnaire.

3. Document Formatting - The RFP Response and Cost Proposal (if applicable) 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:
 - **RFP Response Document:** "2023-RFP-025 – Vendor Name"
 - **Cost Proposal Document (if no pricing table):** "2023-RFP-025 – Vendor Name - Cost Proposal"

4. Evaluation Criteria - each section includes the Point Value assigned to it for evaluation purposes.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Organizational Qualifications and Experience Proposers must provide: • A description of their organization's experience providing long-term care pharmacy services, including experience serving nursing homes or similarly regulated facilities. • Evidence of all required licensure, certifications, and credentials. • A description of their compliance history with state and federal regulations. • An overview of quality assurance, medication safety, and performance improvement programs currently in place.	Points Based	15 (14.3% of Total)
2.	Service Delivery and Approach Proposers shall describe their approach for delivering pharmacy services, including: • Daily delivery processes and stat-order response capabilities. • Medication dispensing workflows, contingency plans, and communication procedures with facility nursing staff. • Plans for integrating operations during the transition period beginning November 1, 2026. • Procedures for ensuring timely acquisition of out-of-stock medications.	Points Based	15 (14.3% of Total)

3.	Staffing and Support Proposers must provide: • A staffing plan demonstrating 24/7 pharmacist availability. • An organization chart showing key personnel who will support the facility. • Documentation or descriptions of credentialing and background check protocols. • Descriptions of customer service and billing support roles, including dedicated contacts. • Description of communication procedures with facility leadership and nurse management, including timely regulatory updates and participation in audits and quality assurance activities.	Points Based	15 <i>(14.3% of Total)</i>
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4.	Technology and System Integration Proposers shall describe their technology systems and capabilities, including: • Ability to integrate with NTT Data (Net Solutions) EMR using NCPCP Script version 10.6 or higher. • Secure web portals, communication tools, and methods for electronic prescription handling. • Barcode scanning technology used for delivery accuracy and medication verification. • Processes for maintaining and supporting all pharmacy-issued equipment at the facility. • Confirmation that all pharmacy-provided equipment, carts, barcode scanners, communication devices, forms, and supplies will be furnished and maintained at zero cost to the facility.	Points Based	10 (9.5% of Total)
5.	Quality Assurance and Compliance Proposers must outline their quality assurance and compliance programs, including: • Medication safety systems and error-prevention processes. • Procedures for reporting medication errors, irregularities, and follow-up actions. • Methods used to stay informed of regulatory changes and communicate impacts to facility staff. • Participation strategies for Pharmacy & Therapeutics, Quality Assurance Committee meetings, and staff training.	Points Based	5 (4.8% of Total)

6.	Reporting Forms, Labels & Documentation Describe your ability to provide all required forms, labels, and documentation needed for regulatory compliance and integrated medical record management, including any facility-requested materials. Insurance, Prior Authorization & Secure Communication Describe how you support insurance verification, prior authorizations, and secure online communication with facility staff.	Points Based	5 (4.8% of Total)
7.	References and Past Performance Proposers must provide at least three references from long-term care facilities of similar size or service scope. Each reference should include: • Contact name and title • Facility name • Services provided • Length of relationship • Summary of performance, reliability, and communication	Points Based	10 (9.5% of Total)
8.	Fiscal and Billing Management Proposers shall describe their billing processes and capabilities, including: • Monthly billing and invoicing procedures that meet the facility's detailed reporting requirements. • Experience billing private-pay residents, Medicaid, Medicare Part D, and insurance carriers. • Processes for Medicare Part A billing, including separation of supplies and pharmaceutical charges. • Procedures for addressing resident or family billing concerns and providing financial support when necessary. • Availability and role of a dedicated billing customer service representative.	Points Based	5 (4.8% of Total)
9.	Cost	Points Based	20 (19% of Total)
10.	Local Vendor Preference	Points Based	5 (4.8% of Total)

6. Pricing Proposal

DRUG & OTC PRICING - LEGEND DRUGS DEEMED EXCLUDED BY MEDICARE PART D AND TITLE 19 (MEDICAID)

Please indicate if "WAC" or "AWP" and Markup +/- % WAC = Wholesale Average Cost AWP = Average Wholesale Price

Line Item	Description	Unit of Measure	WAC or AWP	Percentage
5	Brand Name Medications	% (+/-)		
6	Generic Medications (3 or More Manufacturers)	% (+/-)		
7	Generic Medications (1 or 2 Manufacturers)	% (+/-)		

DRUG & OTC PRICING - EXCLUDED OTCS - PATIENT SPECIFIC

Please indicate if "WAC" or "AWP" and Markup +/- % WAC = Wholesale Average Cost AWP = Average Wholesale Price

Line Item	Description	Unit of Measure	WAC or AWP	Percentage
8	Brand Name Medications	% (+/-)		
9	Generic Medications (3 or More Manufacturers)	% (+/-)		
10	Generic Medications (1 or 2 Manufacturers)	% (+/-)		

DRUG & OTC PRICING - BULK HOUSE STOCK

Please indicate if "WAC" or "AWP" and Markup +/- % WAC = Wholesale Average Cost AWP = Average Wholesale Price

Line Item	Description	Unit of Measure	WAC or AWP	Percentage
11	Brand Name Medications	% (+/-)		
12	Generic Medications (3 or More Manufacturers)	% (+/-)		

Line Item	Description	Unit of Measure	WAC or AWP	Percentage
13	Generic Medications (1 or 2 Manufacturers)	% (+/-)		

7. Vendor Questionnaire

7.1. RFP DOCUMENT UPLOADS

7.1.1. *Single Proposal Submission**

Only 1 proposal is allowed to be submitted per Vendor Account. This means if you are submitting multiple proposals, you must follow the instructions set forth within the Section 2.2 RFP Guidelines and Overview - Multiple Proposals & Acceptance.

It is understood that if multiple proposals are uploaded using 1 vendor account, the entire submission will be subject to disqualification.

☐ Please confirm

*Response required

7.1.2. *RFP Response Document - Upload your Proposal**

Please DO NOT include Cost information in this section.

*Response required

7.1.3. *RFP Response - Supplemental Document Upload*

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

7.1.4. *RFP Cost Proposal - Supplemental Document Upload*

If applicable, upload any documents providing further clarification of the submitted pricing from the Pricing Table. This is not required.

7.1.5. *W9 Upload**

Upload your company's W9 form.

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

*Response required

7.2. VENDOR INFORMATION

7.2.1. *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 and 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

7.2.2. *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.nlr.gov and <http://werc.wi.gov>.

- ☐ No, our company has NOT been found by the NLRB or the 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.
- ☐ Yes, our company HAS been found by the NLRB or the 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.

*Response required

7.2.3. *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

7.2.4. *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

7.3. RFP ADDENDA

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

☐ Please confirm

*Response required

7.3.2. *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](#).

☐ Please confirm

*Response required

7.4. SIGNATURE DECLARATION

7.4.1. *RFP Solicitation Response Declaration**

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

Further, by submitting this solicitation response, firm agrees with all the terms, conditions, and specifications required by the County in this solicitation and declares that the corresponding solicitation response and pricing are in conformity therewith.

I have read and understood the entire document.

I declare under penalty of false swearing under the law of Wisconsin that the foregoing is true and correct.

☐ Please confirm

*Response required

7.4.2. *Signed on: **

Write in month, day, year and city/state in which the submission occurred.

Example: June 27, 2025 in Madison, WI

*Response required

7.4.3. *Electronically signed by:**

Provide First Name, Last Name and Title

*Response required

8. Standard Terms and Conditions

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

8.6. QUALITY

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

8.7. QUANTITIES

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

8.8. DELIVERY

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

8.9. 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.

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.

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.

8.10. 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.

1. Proposals must be submitted via the County's [eProcurement Portal](#). THERE WILL BE NO EXCEPTIONS TO THIS POLICY.

8.11. 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.

8.12. 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.

8.13. 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.

8.14. 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 CES 008-1020421168-06 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.

8.15. 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.

8.16. 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.

8.17. 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.

8.18. 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.

8.19. 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.

8.20. 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).

8.21. DATA PRIVACY PROTECTION REQUIREMENTS

1. Reasonable administrative, technical, and physical safeguards must be implemented to protect any personal, confidential, or sensitive data accessed, processed, or stored. At minimum, the following safeguards are required:
 1. Breach Notification

1. Dane County must be notified of any known or suspected data breach within seventy-two (72) hours of discovery.
2. Access Controls
 1. Data access must be restricted to authorized personnel only, with mechanisms in place to prevent unauthorized data exposure.
3. Data Use Prohibition
 1. No personal, confidential, or sensitive data will be sold, used, or rented without explicit written authorization from the Dane County.
4. Data Disposal or Return
 1. Upon completion or termination of the project/contract, all County data must be securely disposed of or returned to Dane County.
5. Compliance with Laws
 1. Vendor must comply with all applicable local, state, and federal privacy laws throughout the duration of the project/contract.
 2. The Vendor shall provide documentation upon request to demonstrate compliance with these requirements and shall fully cooperate with any audits or assessments conducted by Dane County to verify adherence to data privacy obligations.

8.22. 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.

8.23. 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.

8.24. 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.

8.25. 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.

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.

2. **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., and County determines that such records are trade secrets, County will not release the 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, and vendor agrees to hold County harmless for any costs or damages arising out of withholding the records. 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.

3. 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.

4. 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.

8.26. 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.

8.27. 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.

8.28. 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.

8.29. 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.

8.30. 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."