

	REQUEST FOR PROPOSALS (RFP)	
	Department of Administration County of XX, State of XX	
COUNTY AGENCY	Public Safety Communications	
RFP NUMBER	#	
RFP TITLE	Employee Assistance Program for the XX County Public Safety Communications Staff	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for an employee assistance program for XX County Public Safety Communications Staff.	
DEADLINE FOR RFP SUBMISSIONS	X:XX P.M. Central Time X, XX, XXXX LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED	
SUBMIT RFP TO THIS ADDRESS	XX COUNTY PURCHASING DIVISION 1234 Purchasing Division St. City, State Zip	
SPECIAL INSTRUCTIONS	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number <input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal <input type="checkbox"/> Submit one original and (3) copies of your technical proposal <input type="checkbox"/> Submit one original and (1) copy of your cost proposal <input type="checkbox"/> Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD or DVD 	
DIRECT ALL INQUIRES TO	NAME	Jane E. Doe
	TITLE	Purchasing Agent
	PHONE #	
	FAX #	
	EMAIL	JaneEDoe@countyofXX.com
	WEB SITE	www.xxpurchasing.com
DATE RFP ISSUED: Month, Day, Year		
RFP BLANK REVISED Month/Year		

TABLE OF CONTENTS

- 1.0 GENERAL INFORMATION
 - 1.1 Introduction
 - 1.2 Scope
 - 1.3 Definitions
 - 1.4 Clarification of the specifications
 - 1.5 Addendums and or revisions
 - 1.6 Calendar of events
 - 1.7 Contract term and funding
 - 1.8 Reasonable accommodations
- 2.0 PREPARING AND SUBMITTING A PROPOSAL
 - 2.1 General instructions
 - 2.2 Proprietary information
 - 2.3 Incurring costs
 - 2.4 Vendor registration
 - 2.5 Submittal instructions
 - 2.6 Required copies
 - 2.7 Proposal organization and format
 - 2.8 Multiple proposals
 - 2.9 Oral presentations and site visits
- 3.0 PROPOSAL SELECTION AND AWARD PROCESS
 - 3.1 Preliminary evaluation
 - 3.2 Proposal scoring
 - 3.3 Right to reject proposals
 - 3.4 Evaluation criteria
 - 3.5 Award and final offers
 - 3.6 Notification of intent to Award
- 4.0 GENERAL PROPOSAL REQUIREMENTS
 - 4.1 Introduction
 - 4.2 Organization capabilities
 - 4.3 Staff qualifications
 - 4.4 Proposer references
 - 4.5 Mandatory requirements
- 5.0 TECHNICAL REQUIREMENTS
 - 5.1 Overview of technical requirements
 - 5.2 Development and promotion of EAP program
 - 5.3 Employee Assistance Program
 - 5.4 Critical incident Stress Management (CISM) Program
 - 5.5 Critical Incident Stress Debriefing (CISD) Program
 - 5.6 Referral services
 - 5.7 Fit for duty evaluations
 - 5.8 Reporting
- 6.0 COST PROPOSAL
 - 6.1 General instructions on submitting cost proposals
 - 6.2 Format for submitting cost proposals
 - 6.3 Fixed Price Period

- 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS
 - 7.1 Living Wage Requirement
 - 7.2 Domestic Partner Equal Benefits Requirement
 - 7.3 Local Purchasing Ordinance

- 8.0 REQUIRED FORMS
ATTACHMENTS

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

- 9.0 STANDARD TERMS & 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 for an Employee Assistance Program (EAP), including Critical Incident Stress Management (CISM) and Critical Incident Stress Debriefing (CISD) benefits for XX County Public Safety Communications Center employees and their families. Psychological counseling and assessment services will be made available to employees and members of their immediate families for problems, concerns or needs related to employment, marriage, families, substance abuse, stress, grief or related matters.

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

The contract resulting from this RFP will be administered by XX County Public Safety Communications Center.

The contract administrator XX County Public Safety Communication Center would be Jane E. Doe, Title of position.

This Request for Proposal (RFP) is issued on behalf of XX County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

The project involves assessing the needs of the Public Safety Communications Center (PSC) relating to an EAP, CISM and CISD.

PSC provides 9-1-1 and Non Emergency call answering and dispatch services for Law, Fire, and EMS incidents throughout XX County and beyond. PSC has a current strength of XX non-sworn staff

With a population approaching 500,000, the County is second only to XX County in the State of XX and includes an area of 1,237 square miles. Within the County there are 34 townships, 19 villages and 8 cities with the City of XX being the largest.

More detailed information on XX County Public Safety Communications can be found by visiting our Website: www.XX911.com.

1.2.2 Objectives

The contracted vendor shall provide licensed professional, social workers, psychologists and/or psychiatrists, with significant

experience with law enforcement officers and offer one-on-one counseling to employees, and their families, and group counseling, to those who have been exposed to highly traumatic events. The successful vendor will be responsible for verifying eligibility of PSC employees for EAP, CISM and CISD services as established by PSC. The successful vendor shall also provide PSC with monthly and annual reports related to the respective organizations.

1.2.3 Needs

The Public Safety Communications Center (PSC) are seeking a vendor who shall provide EAP, CISM and CISD services to the non-sworn staff and PSC staff and their families. These services shall encompass the following:

- Development and promotion of the EAP program
- Employee Assistance Program services
- Critical Incident Stress Management (CISM) program services
- Critical Incident Stress Debriefing (CISD) program services
- Referral
- Fit for Duty examinations (optional)
- Reporting

1.2.4 Current Operations

PSC currently utilizes ACME & Associates for information, help, assessment, and referral to professional service providers as necessary. PSC historically participates in CISM and CISD only when invited by other responding agencies

- In the past 3 years, PSC employees, and their families have utilized the current EAP helpline, consultation calls and follow up calls approximately XX times per year.
- In the past 3 years, PSC employees, and their families have had approximately XX face to face consultations per year.
- In the past 3 years, approximately XX PSC employees per year have been involved in traumatic events.
- In the past 3 years, EAP services have been most prevalent for the following categories: Family/Parenting; Couple/Marital; Alcohol Abuse; Critical Incidents; Job Stress and Employee Conflict.

1.3 Definitions

The following definitions are used throughout the RFP.

County means XX County

County Agency means Department /Division utilizing the service or product

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

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

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

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

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

Mailing Address:

**XX County Purchasing Division
1234 Purchasing Department St.
City, State Zip**

Proposers are prohibited from communicating directly with any employee of XX 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.

1.5 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 web site at www.XXpurchasing.com

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

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

1.6 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 a supplement to this RFP and posting such supplement on the XX County web site at www.XXpurchasing.com. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
Month, Day, Year	Date of issue of the RFP (for Purchasing use)
Month, Day, Year	Last day for submitting written inquiries (2:00 p.m. Central Time)
Month, Day, Year	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.XXpurchasing.com
Month, Day, Year	Proposals due from vendors
Month, Day, Year	Oral presentation by invited vendors, if needed
Month, Day, Year	Notification of intent to award sent to vendors
Month, Day, Year	Contract start date

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 for one year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for four (4) additional one-year periods.

1.8 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 (000) 555-1234 (voice) or (608) 555-1234 (TTY)

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information

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

To the extent permitted by law, it is the intention of XX 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 XX County. At that time, all proposals will be available for review in accordance with the XX Open Records Law.

2.3 Incurring Costs

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

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with XX County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.XXpurchasing.com, or you can obtain a Vendor Registration Form by calling 000.555.1234. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

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

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

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

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

2.8 Multiple Proposals

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

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make 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.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the

mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

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

3.3 Right to Reject Proposals and Negotiate Contract Terms

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

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	25
	a. Organization capabilities (Section 4.2)	10
	b. Staff qualifications (Section 4.3)	15
2.	Technical requirements	55
	a. Development & promotion of EAP program (Section 5.2)	5
	b. Employee Assistance Program (Section 5.3)	15
	c. Critical Incident Stress Management Program (Section 5.4)	15
	d. Critical Incident Stress Debriefing Program (Section 5.5)	15
	e. Referral services (Section 5.6)	5
3.	Cost	
	TOTAL	<u>20</u> 100

3.5 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.

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one page overview of the proposal.

4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required, particularly projects with public safety communications, law enforcement and criminal justice agencies. Be specific and identify projects, dates, and results.

4.3 Staff Qualifications

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the County.

4.4 Proposer References

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

4.5 Mandatory Requirements

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

4.5.1 The contracted vendor shall provide licensed professional, social workers, psychologists and/or psychiatrists, with significant experience in providing counseling services specific to law enforcement officers. Although some EAP, CISM, CISD and

EMDR therapy services may not require it, the contractor shall have a minimum of one psychologist and one psychiatrist on staff. The contractor shall have specialists in the fields of EAP, CISM, CISD and EMDR therapy, not one individual for all fields.

- 4.5.2 Services indicated as 24 hours per day and 7 days per week must be available 24 hours per day, 7 days per week as defined in section 1.2.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

For each of the technical requirements, provide a narrative describing how the firm will approach the requirement and any ideas or experience the firm has regarding the requirement. Any additional ideas that the firm XXhes to provided that are not specifically outlined in this RFP should be provided in a separate section following the response to the technical requirements.

5.2 Development and promotion of EAP program

Assist in the introduction of your EAP, CISM and CISD services to the Sheriff's Office and PSC through development of policies, procedures, and written information about the program.

5.3 Employee Assistance Program

The contracted vendor shall provide a 24-hour, on call, personal crisis (EAP) counseling to employees, and members of their families, by telephone. EAP services shall include counseling for, but not limited to Alcohol Abuse, Anger Management, Death/Suicide, Divorce, Domestic Violence, Drug Abuse, Emotional (Depression/Anxiety), Employee/Supervisor Conflict, Family/Parenting, Financial, Health, Housing, Job Performance, Job Stress, Legal, Personal Stress, Physical/Sexual Assault, and Relationships (Marital/Couple/Personal). This 24-hour, on call, personal crisis counseling shall be made available through a 1-800 number provided by the contractor.

5.4 Critical Incident Stress Management (CISM) Program

The contractor shall provide crisis counseling (CISM) to employees exposed to traumatic events such as, but not limited to, officer-involved shootings, co-worker injury or death, fatality incidents, and crimes against or injury to children and/or developmentally disabled individuals. The CISM counseling shall take place within space provided by the contractor, within the confines of XX County. This crisis counseling shall be individual one-on-one counseling and shall take place during business hours (8:00 AM – 5:00PM, Central Standard Time).

- The contractor shall be able to provide and in person response to the scene of an incident, if requested, within 2 hours of occurrence.
- The contractor shall be able to provide a cellular phone number / 1-

800 number / pager, which would facilitate a callback with 20 minutes of a request for services.

- The contractor shall provide 6-month and 12-month anniversary follow up CISM counseling sessions with employees after being exposed to traumatic events. Follow up CISM shall not be limited to these anniversaries dates and additional CISM sessions are at the discretion of the Sheriff's Office or PSC.

5.5 Critical Incident Stress Debriefing (CISD) Program

The contractor shall provide crisis counseling (CISD) to groups of employees exposed to traumatic events such as, but not limited to, officer-involved shootings, co-worker injury or death, fatality incidents, and crimes against or injury to children and/or developmentally disabled individuals. CISD may involve law enforcement officers, as well as fire and emergency medical service providers, dispatchers and non-sworn personnel involved in the traumatic event.

- Debriefings shall be conducted in locations determined by PSC, on dates and times most conducive to the employees and support staff involved.
- Depending on circumstances, more than one debriefing may take place, for the same incident.
- Debriefings shall take place, but shall not be limited to, within 24-72 hours of the incident occurrence.

5.6 Referral services

When necessary, the contractor shall make referrals for continued long-term counseling and/or treatment, to the appropriate medical professionals within the health care network of the employee, and/or their family members. XX County is currently under contract with ACME HEALTH CARE for health care insurance, and most County employees use this network of providers however, there are exceptions. Prior to making these referrals, the contractor shall consult the PSC for approval.

5.7 Fit for Duty Examinations

When requested, the contracted vendor will evaluate employees and make a professional recommendation as to whether the employee is fit to perform their duties as required. The contractor will be provided the appropriate job description for this evaluation and recommendation. **(Optional component)**

5.8 Reporting

The contracted vendor shall provide PSC with monthly and annual reports on the services provided to employees and their families. Although the names of the individuals treated are to remain confidential, these reports shall identify the type of the services provided, the number of sessions provided and the reason for the services provided.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

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

6.2 Format for Submitting Cost Proposals

Proposers shall provide pricing for all services listed in Attachment G: Cost Proposal. Pricing for additional services the proposer XXhes to offer to XX County should be listed under the Additional Services heading.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Living Wage Requirement

All employees working on this project are covered by the XX County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2013 is \$11.09. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the XX County Purchasing Division web site at www.co.XX.XX.us/purch/purch.htm.

7.2 Domestic Partner Equal Benefits Requirement

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

period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found

7.3 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 XX. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to XX County automatically receive two points toward the evaluation score.

8.0 REQUIRED FORMS

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

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

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

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

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), XX State Statutes, or is otherXXe material that can be kept confidential under the XX Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>		
Section	Page Number	Topic

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

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

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

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

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

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

Signature

Title

Name (type or print

Date

**FAIR LABOR PRACTICES CERTIFICATION
XX County Ordinance 25.11(28)**

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

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

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

NOTE: You can find information regarding the violations described above at:
www.nlrb.gov.

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

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the XX Employment Relations Committee (ERC) 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 ERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

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

1. Company Name:		
ADDRESS:		
CITY:	COUNTY:	
STATE:	ZIP+4:	
TEL:	TOLL FREE TEL:	FAX:

2. Contact person in the event there are questions about your bid/proposal	
NAME	TITLE:
TEL	TOLL FREE TEL
FAX	E-MAIL

3. Local Vendor:
Are you claiming a local purchasing preference under 25.11(8) based on your response to section 1 of this form?
<input type="checkbox"/> No – continue on to the next page <input type="checkbox"/> Yes – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following XX Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor. DCO 25.04(7h)

Select one:

We are claiming a 10% preference as a XX County Business			
<input type="checkbox"/> XX County			
We are claiming a 5% preference as a business located in a county adjacent to XX County			
<input type="checkbox"/> XX County	<input type="checkbox"/> XX County	<input type="checkbox"/> XX County	<input type="checkbox"/> XX County
<input type="checkbox"/> XX County	<input type="checkbox"/> XX County	<input type="checkbox"/> XX County	

REVISED Month/Year

COST / FINANCIAL PROPOSAL	
NAME OF FIRM:	

Description	Hourly Rate
Administrative/ planning services	\$ /hr
EAP Consults (Initial)	\$ /hr
EAP Consults (Follow-up)	\$ /hr
CISM	\$ /hr
CISD	\$ /hr
Fit for Duty Evaluations	\$ /hr
CISM or CISD Training	\$ /hr

OPTION B: Proposers may submit an alternative plan for consideration, such as: a) all inclusive fixed cost per employee per year; b) Fixed hourly cost + travel; c) Purchase of a minimum number of hours per year on a fixed hourly cost plus additional hours at a fixed hourly cost; or, d) other plans that the proposer deems might be in the best interest of the County.

When proposing alternative plans, proposer must identify and be specific as to the costs of all services including any variables that may affect the provision of services under the contract. Proposals must be thorough and detailed to enable the County to properly and comparatively evaluate the different offerings and determine the overall and final cost of the proposed plan.

Additional Services:

STANDARD TERMS AND CONDITIONS
(Request For Bids/Proposals/Contracts)
19.25 Rev. 07/07

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 XX 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.

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 in this request 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. XX County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

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

4.0 **QUALITY:** Unless otherXXe 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 on this request 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 otherXXe 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, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

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

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

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

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 XX County Purchasing Division.

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

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

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

12.1 The County is required to pay the XX 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 XX 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 XX, and venue for any legal action between the parties shall be in XX 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 XX County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, XX Stats., and Chapter 19 of the XX 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 XX 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 XX Department of Commerce and all applicable OSHA Standards.

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

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

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by XX Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of XX and licensed by the XX Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful 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 the successful 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 coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful 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 the successful 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 the successful 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the XX 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), XX 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 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.

22.3 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) XX Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

23.0 RECYCLED MATERIALS: XX 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 XX 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 XX recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of XX (purchaser). Therefore, the successful vendor hereby assigns to the County of XX any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

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

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

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherXXe provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

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

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

after the first violation is found and for a period of three (3) years after a second violation is found.

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

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

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

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

RFP NO