



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Department of Human Services, Area Agency on Aging

RFP NUMBER

#116051

RFP TITLE

Senior Nutrition Program Food Catering

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **senior nutrition program food catering service**.

**DEADLINE FOR
RFP SUBMISSIONS**

2:00 P.M. Central Time

April 15, 2016

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

**SUBMIT RFP TO
THIS ADDRESS**

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

**SPECIAL
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and (4) copies of your technical proposal**
- Submit one original and (1) copy of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD or flash drive**

**DIRECT ALL INQUIRES
TO**

NAME Carolyn A. Ninedorf

TITLE Purchasing Agent

PHONE # 608/266-4966

FAX # 608/266-4425

EMAIL Ninedorf.carolyn@countyofdane.com

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: March 16, 2016

RFP BLANK REVISED 5/13

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 Vendor conference
 - 1.8 Contract term and funding
 - 1.9 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
 - 2.10 Demonstrations
- 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 Capacity
 - 4.4 Administration and organizational structure
 - 4.5 Staff qualifications and training
 - 4.6 Sanitation requirement
 - 4.7 Proposer references
 - 4.8 Mandatory requirements
- 5.0 TECHNICAL REQUIREMENTS
 - 5.1 Menu development process
 - 5.2 Food procurement
 - 5.3 Delivery of food: vehicles and containers
 - 5.4 Weather related closings
 - 5.5 Food preparation – salt
 - 5.6 Special diet menus
 - 5.7 Holiday meals/special meals

- 5.8 Seasonal menus
- 5.9 Health requirements/ethnic restrictions
- 5.10 Portion control
- 5.11 Temperature of food
- 5.12 Sanitation Procedures and inspections
- 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
 - 7.4 Dane County Sustainability Principles
- 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

Appendix 1: DANE COUNTY NUTRITION PROGRAM GEOGRAPHIC SERVICE AREAS

Appendix 2: 2016 PER MEAL COST BY AREA

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 [Senior Nutrition Program Food Catering](#).

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 Dane County, Department of Human Services, Area Agency on Aging.

The contract administrator will be Angela Velasquez.

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

The Dane County Senior Nutrition Program was implemented by Dane County's Aging Program in 1973. It is administered by the Dane County Department of Human Services (DCDHS), Division of Adult Community Services, Area Agency on Aging of Dane County. The nutrition program is funded with Older Americans Act federal funds, local taxes, and other resources and has a set of state and local rules to guide it. The purpose of the program is to prevent costly health problems related to nutrition and social isolation. Nutrition is one component of the comprehensive network of aging services provided by the DCDHS's Area Agency on Aging of Dane County for an increasing population of older people.

1.2 Scope of the Project

1.2.1 Project Description

Senior nutrition programs are offered around the United States as a result of the Older Americans Act and federal, state, county and local government funding. The program provides catered meal services in 27 places across Dane County that are accessible to older people. The program operates those congregate sites so that community elders may come together for a nutritional meal and an educational or recreational program. The program also provides home-delivered meals (often called "Meals on Wheels").

The nutrition sites and home delivered meal programs are coordinated by the Area Agency on Aging of Dane County's (AAADC) Program Manager and Nutritionist. The Commission on Aging/AAADC Board of Directors provides consultation and oversight to the program, including decisions about the location of sites. As is

the case with many Dane County services, the nutrition program is organized on a decentralized, local level. This allows the nutrition services to be integrated with other senior services.

The AAADC creates and monitors the contracts for meal catering as well as for site manager services through Dane County's senior centers and local senior service agencies. Fifteen of those agencies have been designated to serve as local focal points for senior services. Each of them provides a number of different senior services (such as case management, information and referral, and supportive home care) with funding from Dane County as well as other municipalities and charities. These agencies are often referred to as "focal point agencies." They include: Belleville, Colonial Club of Sun Prairie, Deforest Area Community Center, Oregon Senior Center, Southwestern Dane County Senior Services, Inc., Stoughton Senior Center, Waunakee Senior Center, Middleton Senior Center, Northwest Dane Senior Services, McFarland Senior Outreach Office, Fitchburg Senior Center, the Madison Senior Coalitions (West, South, East/Monona, and North/East).

The senior focal point agencies have contractual arrangements with Dane County to provide the locations for congregate meals, organize volunteer staff at the sites, develop programs in conjunction with the meals, assure food safety, and serve and deliver home-delivered meals. Dane County contracts with a number of agencies to arrange and supervise meal sites. The county also contracts with caterers to provide the food to those sites. The program may be catered by one or more companies, depending on the areas for which bids are received and the evaluation of the competitive proposals.

1.2.2 Objectives

The objectives of the Senior Nutrition Program are:

- to provide nutritious meals to persons 60 years of age or older in congregate sites that also provide opportunities for learning and socialization to assist seniors to stay healthy and active in their communities and
- to provide home-delivered meals for participants with health conditions and functional difficulties which make it difficult for them to attend a congregate site.

An overall goal of the senior nutrition program is to have each meal provide significant sources of the required daily nutrients (RDA) including about one-third of the required daily calories of approximately 2,025 calories per day. As a result, the menus and recipes for the meals are analyzed for nutritional value. This is currently done by the AAADC Nutritionist or by a dietitian hired by the caterers.

Any person over 60 years of age (and a spouse under 60) is welcome to eat at a congregate meal program at any site. One day advance notice of attendance at a site is important so that sufficient meals are available. If a person requests a home-delivered meal, a case manager from the nearest senior focal point agency will visit the person at their home to do an assessment of the person's needs. If the person is found not to be in need of home-delivered meals, he/she is invited to attend a congregate site and may be assisted with transportation and related needs.

All participants are expected to contribute to the cost of the meal through a donation that they can afford. It is a long tradition of the Older Americans Act to avoid requiring income eligibility. Instead, the older adults themselves are asked to determine what they can afford to contribute. It is against the regulations to charge a set price for the meals for older adults, but full cost of the meals is required if a person is eating at a site who is not 60 years of age or older. An exception to this is made for persons with disabilities who reside in a housing unit that contains a nutrition site. These people are also asked to contribute toward the cost of their meals. Dane County's current Suggested Donation is \$4.00 per meal.

1.2.3 Current Operations

This RFP addresses the localities that are identified in **APPENDIX 1**. Some of these locations provide both senior dining meals and home-delivered meals and others provide meals at senior dining sites only. The Area Agency on Aging of Dane County may, in conjunction with their Board of Directors, develop program improvements and enhancements over the course of the catering contract(s) and will engage the providers in such changes.

This RFP involves 10 nutrition program sites in the City of Madison and surrounding communities. The RFP is divided into discreet "regions" of the county. Applicants for this RFP may propose to serve one or more of the regions described in the **APPENDIX 1**.

While estimates are provided for each region that this RFP covers, approximately 212,000 meals were served to Dane County's older adults at all the sites together through this program in 2015. It is estimated that approximately 215,000 meals will be served in 2016. **Payment for catering services awarded through this RFP will be on a unit cost per meal ordered; therefore, all costs, including disposable supplies, condiments, and coffee/tea must be included in the unit cost and will not be paid outside of the unit cost.**

All meal planning for this RFP will be supervised by the Area Agency on Aging of Dane County's Nutritionist. If the contracted caterer employs a registered dietitian who can provide nutrient analyses of the meals and menus, the AAADC Nutritionist will review the menus. In other cases, the Nutritionist will work directly with the caterer to plan the meals. The Nutritionist also seeks the cooperation of local nutrition program site managers and participants in meal planning and ideas. Meals are not served on nationally observed holidays and may be canceled due to inclement weather or emergencies.

AAADC operates a quality assurance and improvement process that provides the daily opportunity for customers and site managers to provide positive and negative feedback to the Nutritionist. On a monthly basis, the Nutritionist summarizes the data received and presents it to the caterers at individual quality review and planning sessions. These sessions take place at the caterer's office and at nutrition sites alternately.

Another part of the AAADC's quality improvement program is to invite consumers themselves to propose menus for the future. These ideas are reviewed by the Nutritionist and caterer and adapted or simply integrated into a future menu.

Other quality improvement processes include the bi-monthly meetings of the Area Agency on Aging's subcommittee on Nutrition/Wellness. This group of county board members, registered dietitians and older adults, meets at a different meal site and reviews the menu, food preparation, site organization, and programs. On these occasions, consumers of the program are invited to provide feedback to the committee members. The meetings receive staff support from Area Agency on Aging of Dane County staff.

Further, on a monthly basis, the AAADC Contract Manager collects and analyzes data on the number of meals ordered per site, number of meals served, utilization across all sites, and the percent of wasted meals/food from both the site and caterer for the purpose of reducing waste in this program. Sites are expected to maintain / achieve less than 1% waste as measured by the number of meals ordered and the number of meals served. Contracted Catering Vendors will be expected to minimize wasted quantities of food that are sent and exceed the required portioning amount required for the number of meals ordered. This will be measured by comparing the number of meals ordered and the number of meals served in excess of the number of meals ordered and through site reports of excessive leftover food.

In addition to coordination and oversight of the nutrition program, the Area Agency on Aging of Dane County provides direct services to

older persons who are at risk of abuse or neglect or self-neglect. It also provides advocacy, information and assistance, and planning services on issues related to the interests and well being of older adults in Dane County. In addition, the agency unit also develops and manages purchase of services contracts with community agencies. In addition to the nutrition program, services provided under contracts include: mental health crisis intervention, home modifications and adaptive aids, home care, transportation, cultural diversity outreach, and case management services.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

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

Contractor means proposer awarded the contract.

1.4 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:

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

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

1.5 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.danepurchasing.com

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

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

1.6 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 Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
March 16, 2016	Date of issue of the RFP
April 5, 2016	Last day for submitting written inquiries (2:00 p.m. Central Time)
April 6, 2016	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
April 15, 2016	Proposals due from vendors
Summer 2016	Oral presentation/ demonstration by invited vendors
Summer 2016	Notification of intent to award sent to vendors
January 1, 2017	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 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 (608) 266-4131 (voice) or Wisconsin Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

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

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

2.3 Incurring Costs

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

2.4 Vendor Registration

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

2.5 Submittal Instructions

Proposals must be received 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, DVD or flash drive.**

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.

2.10 Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

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	40
	a. Organizational capabilities/ Capacity/ etc. (Sections 4.1-4.5)	20
	b. Mandatory requirements (Section 4.8)	20
2.	Technical requirements	40
	a. Menu development (Sections 5.1, 5.6, 5.7, 5.8, 5.9)	20
	b. Food preparation and procurement (Sections 5.2, 5.3, 5.5, 5.10)	10
	c. Sanitation and food handling (Sections 4.6, 5.2, 5.11, 5.12)	10
3.	Cost	<u>20</u>
	TOTAL	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 firm's interest in the project.

4.2 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required – older adult population, numbers, and geographic area. Be specific and identify projects, dates, and results.

4.2.1 Explain in detail:

- the number of meals prepared daily for delivery to multiple sites
- the distance and time required from preparation site to consumer site for delivery in multiple locations
- the service area in terms of geographic coverage and number of multiple sites required
- the length of time indicating specific year(s) in which service was provided, and the name and address of person(s) who can provide performance evaluations.

4.2.2 Describe current meals being prepared each day at your facility and to whom they are being served. Please include information regarding the quality of the food being served.

4.2.3 Describe organization's familiarity with Elderly Nutrition Program operation and age-specific needs of the consumer population.

4.3 Capacity: Implementation and Service Delivery Plan

4.3.1 Describe in detail the methods that will be used to develop and implement the services under this contract, including storage of food, preparation of meals, portioning procedures that reduce food waste, and transportation and delivery of meals to sites.

4.3.2 Describe also how much of an expansion of services and/or equipment (ovens, ranges, delivery vehicles, delivery containers, etc.) is anticipated to meet the requirements of this RFP.

4.3.3 **Include a sample monthly menu.**

4.4 Administration and Organizational Structure

Indicate management, supervision, and line staffing patterns and any changes in them that will be needed to meet the terms, conditions, and specifications of the RFP.

4.5 Staff Qualifications and Training

- 4.5.1 Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.
- 4.5.2 Describe food service training provided for employees, supervisors, and managers indicating frequency, content, and relationship to proposed service; training responsibility and planning roles; principles and practices of food service sanitation.

4.6 Sanitation Regulations and Standards

Describe how the firm will comply with the following sanitation regulations and standards. Include at least **two** sanitation inspection reports from the past 12 months.

- 4.6.1 Food Care
- 4.6.2 Personnel
- 4.6.3 Equipment and Utensil
- 4.6.4 Cleaning, Sanitation, and Storage of Equipment and Utensils
- 4.6.5 Sanitation Facilities and Controls
- 4.6.6 Construction and Maintenance of Physical Facilities
- 4.6.7 Mobile Units
- 4.6.8 Compliance Procedures

4.7 Proposer References

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

4.8 Mandatory Requirements

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

4.8.1 Mandatory 1: **Meal Cost Breakdown**

In accordance with the State of Wisconsin requirements, the firm shall provide a per unit cost breakdown in Attachment F which includes:

- raw food cost (to include coffee/tea & condiments)
- labor
- transportation
- profit
- disposable supplies for home delivered meals or other use (all disposable packaging and serving supplies should be included in the unit price)

4.8.2 Mandatory 2: **Compliance With Regulations And Laws**

The successful firm shall comply with all Federal, State, and local laws, regulations, and policies governing the preparing, handling, and transportation of food; shall procure and keep in effect all necessary licenses, permits, and food handler's cards as are required by law, including a restaurant/catering license and shall post licenses, permits, and cards in a prominent place within the meal preparation areas, as required. The successful firm shall comply with all applicable Federal, State, and local laws, regulations and policies pertaining to wages and hours of employment.

4.8.3 Mandatory 3: **Food Standards And Quality**

A. Minimum grades of foods to be used:

1. Meats:
Beef - USDA choice, closely trimmed. When ground beef is used it must contain no greater than 20% fat with no additives.
Pork - US #1 grade with a minimum of fat.
2. Poultry:
USDA Grade A.
3. Eggs:
USDA Grade A large; should be free of cracks. Dried, liquid or frozen eggs must be pasteurized.
4. Dairy Products:
USDA Grade A one-half pint containers of 2% and skim milk, white and chocolate, that is Vitamin D fortified must be used. Milk must be fresh and pasteurized.
5. Fish:
Fish must be frozen and packed by a nationally branded provider. It must be firm with no slime or off odors.
6. Vegetables:
Fresh - US #1 quality or better. Frozen - USDA Grade A.
7. Fruit:
Fresh - US #1 quality or better. Frozen - USDA Grade A.
Canned fruits must be packed in natural juice or water.

B. Food, at all times, must be prepared in a means that maximizes its palatability and appearance while at the same time maintaining its nutritional value.

4. Mandatory: **Menu Standards**

A. Each meal must provide one-third the current Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the National Academy of Sciences Institute of Medicine.

B. The meal pattern described below must be used as a basis for developing menus.

Meal Component	Minimum # of Servings per Meal	Serving Size Examples
Grains	1	1 bread slice, ½ cup cooked, or 1 cup ready-to-eat cereal, 1 6” tortilla, ½ regular size bun
Fruit	1	½ cup fresh, frozen, or canned (cooked or raw), ¼ cup dried, ½ cup 100% fruit juice
Vegetable	2	½ cup fresh, frozen, or canned (cooked or raw), 1 cup raw leafy greens, ½ cup 100% vegetable juice
Dark Green		At least 2 servings per week*
Red/Orange		At least 2 servings per week*
Beans/Peas		At least 1 serving per week*
Starchy		At least 1 serving per week*
Fluid milk	1	8 fluid ounces or 1 cup
Protein foods	1	3 oz. equivalent
Fats and oils	1	1 teaspoon served on side or used in cooking
Dessert	1	1/2 cup Fruit contained in a dessert does not count toward the fruit component.
* Based on 5-day week		

1. Meat or Meat Alternate Group

One serving (3 ounces) - this group includes the cooked, edible portion of meat, fish, fowl, luncheon meats, eggs or cheese. Meat alternatives may be used occasionally for variety and may include cooked or dried beans or peas, nuts, or nut butter. Fat, skin and bones may not count toward the required portion size.

Examples of 1-ounce alternatives to cooked lean meat may include:

- 1 large egg
- 1 oz. of natural cheese or 2 oz. of processed cheese

1/4 cup of cottage cheese
1/4 cup cooked dried beans or peas (garbanzos, lentils, soybeans, or other legumes)
1 T. peanut butter
2 oz. processed meats

The use of cured and processed meats (ham, smoked or polish sausage, corned beef, wieners, or dried beef) shall be served no more than once per week. Fillers or breading used in the preparation of meat are not to be counted as part of the required portion size.

2. Vegetables and Fruit Group

1. Three (one-half cup) servings (two servings of vegetables and one serving of fruit daily).
2. All vegetables and all fruits may be used.
3. Full-strength (100%) vegetable and fruit juices may be used occasionally.
4. Molded salads may count as a fruit/vegetable serving if each serving contains 1/2 cup of fruit/vegetable.
5. Potatoes may count as a vegetable serving. Instant or dehydrated potatoes must be enriched with Vitamin C.
6. Vegetables shall be prepared with little or no fat.
7. Serve fresh or frozen vegetables whenever possible. Because canned vegetables are usually high in sodium, they should be used less often.
8. Vegetables shall be prepared without added salt.
9. Offer fiber-rich fruits and vegetables (including raw and cooked). Raw vegetables and fruits should be cut fine to accommodate dental and digestive problems.
10. Whenever possible, use fresh, frozen, or canned fruits packed in their own juice, or without sugar.
11. At least twice per week, the menu must include a food item which is a rich source of Vitamin A such as broccoli, carrots, winter squash, romaine lettuce, sweet potatoes, spinach, cantaloupe, peaches, apricots, plums, and pumpkin.
12. Each day's menu must include one good or excellent source of Vitamin C. These foods include: asparagus, berries, broccoli, cabbage, cauliflower, green pepper, potatoes, spinach, tomatoes, cantaloupe, grapefruit, oranges, strawberries, and tangerines.

3. Bread or Bread Alternate Group

1. One service (1 slice bread).
2. Serve a whole grain bread or cereal component 75 percent of the time.
3. Enriched breads or alternatives may be served the remaining days per week.
4. One serving of a bread alternate includes the following:
 - 1 small muffin
 - 1/2 bagel or bun, 2-1/2" diameter or 1/2 Eng. muffin
 - 1 biscuit, 2" in diameter
 - 1 corn bread, 2-1/2" cake
 - 7 crackers
 - 1/2 cup rice
 - 1/2 cup noodles, pasta
 - 1/2 cup dressing/stuffing
5. Bread alternates may include enriched or whole-grain cereals or pasta, dumplings, tortillas, pancakes, and waffles.

4. Butter or Margarine (Fortified Corn, Soybean, Sunflower or Safflower Oil)

Serving Size: One teaspoon - one serving of butter or margarine to be used with bread. An additional serving is to be served with potatoes when gravy or sauce is not planned.

1. All margarines, butter, and butter blends served shall be free of transfatty acids.
2. Eliminate use of palm oil, coconut oil, and hydrogenated fats in food preparation.
3. Use monounsaturated and polyunsaturated oils whenever possible.

5. Dessert Group

1. One serving (generally one-half cup).
2. Low sugar or sugar-free desserts shall be available to individuals who request them for health reasons.
3. Fruit shall be served a minimum of two times per week.
4. Fruit offered as a dessert or contained in a dessert does not count toward the fruit component.

5. Limit frequency of desserts high in sugar and fat.
6. Increase the consumption of desserts high in calcium, including low fat dairy products. Offer low fat milk and calcium-containing desserts such as frozen yogurt, low fat custards, and low fat puddings.

6. Milk Group

1. One serving (8 fluid ounces).
2. Milk must be fortified with Vitamin D Milk must be pasteurized
3. Individual cartons of milk (8 fluid ounces) are to be served.

C. Additional menu specifications are listed below:

1. No deep fat fried are allowed. Provider shall attempt to reduce the amount of fat in food served by serving more fish, poultry, lean meats, and low fat dairy products. Meat/entrees shall be prepared with little or no added fat.
2. Gravies and sauces are a key component for temperature control in home delivered meals. Numerous recipes and mixes for low fat and low sodium gravies and sauces are available for use in entrees.
3. Provider shall use meat/entrees that are lower in sodium. No salt is to be added when cooking.
4. Salt substitutes such as potassium chloride shall not be used.

4. Mandatory: Meal Quality Standards

1. The quality of food prepared and delivered shall be: pleasing to the eye, appetizing, palatable, and of such color, texture, size, and shape considered appropriate to the food items served.
2. Special needs of older people shall be considered in all planning, food selection, and preparation. At least one meatless entrée option shall be available each serving day and a salad entrée shall be available at least one serving day per week per site.
3. Each daily menu shall, on average, provide one-third (1/3) of the current recommended Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the

National Academy of Sciences Institute of Medicine. Menu guidelines prepared by the nutritionist, consultation, and approval of any substitution or menu modifications shall assure this standard.

4. Each week's menu shall include, at a minimum, two foods which are rich sources of Vitamin A and daily foods which are rich sources of Vitamin C.
5. Food items within the meat, vegetable/fruit, and dessert groups shall be different for the same days of each week in the month to provide for a variety of foods and nutrients so that, for example, the same meal is not served the first Wednesday of the month and so on.
6. Fruits shall not be repeated more than twice in one month's menus, except those fruits provided as alternative, diabetic desserts which may be repeated up to a maximum of four (4) times within a period of one month.
7. Low sugar or sugar free desserts will be offered that are as close as possible to the listed dessert for non-diabetics. Examples of this are: sugar-free butterscotch pudding and regular butterscotch pudding, sugar free ice cream and regular ice cream, sugar free cookie and regular cookie, and so on. Upon request, fruit may be substituted for dessert.
8. Fresh fruit shall be washed prior to delivery. When fruit or vegetable juice is served it shall be delivered in individual, sealed, 6-ounce portions.
9. Appropriate complements to entrees such as gravies, lemon wedge, soy/tartar sauce, other condiments (salsa, ketchup, mustard) or topping for desserts should be provided by the caterer and salt/pepper shall be available at the table or in individual packets for use by participants. Sites may request additional condiments when needed.
10. Sites may choose regular or decaffeinated coffee with the alternative available in individual servings. Servings available will provide an average of 2 cups per person, unless a smaller amount is specified by the site manager.

5.0 TECHNICAL REQUIREMENTS

For all elements of Section Five: Technical Requirements, explain how the firm will comply with the requirements. Number the sections according to the sections in this RFP document.

5.1 Menu Development Process

A. Menus

1. Menus will be planned by the Dane County Nutritionist in collaboration with the caterer(s) unless the caterer employs a nutritionist. In the latter case, the caterer will submit the menus to the Dane County Senior Meal Program Nutritionist for review at least one month in advance.
2. Monthly and/or Quarterly Meetings: The caterer and the Nutritionist affiliated with the Area Agency on Aging of Dane County, shall consult at least monthly for any necessary menu revisions based on the availability of seasonal fruits and vegetables, holiday meal requirements, and meal quality information expressed to the Dane County Aging Program by nutrition site managers and providers.
3. Any necessary revision to menus shall be provided by the caterer to the nutritionist in adequate time for publication in nutrition provider newsletters and for posting at each meal site as required in the nutrition regulations to inform participants of menu content (i.e., June revisions available by May 1).
4. The firm providing catered meals is expected to conform to the agreed upon menus resulting from the monthly meetings with the Nutritionist or the Nutrition Program Manager.
5. Deviations from the menu or substitutions are not permitted without prior discussion with and approval of the Area Agency on Aging of Dane County.
6. The caterer is responsible for notification of menu modifications to nutrition site managers and providers following approval.

B. Recipes

In order to analyze the nutrient value of each meal, the firm under contract must provide standard recipes to the County Nutritionist or provide the nutritional analysis of pre-packaged foods or provide a nutritional analysis to the County Nutritionist.

5.2 Food Procurement

Providers must procure food from sources that comply with all laws relating to food labeling. Food must be safe for human consumption, sound, and free of spoilage, filth, or contamination.

- 5.2.1 Food in hermetically sealed containers must be processed in an establishment operating under appropriate regulatory

authority. No home canned food may be used.

- 5.2.2 All milk products used and served must be pasteurized. Fluid milk must meet Grade A quality standards as established by law.
- 5.2.3 All purchased meats and poultry shall be from sources under federal or state inspection.
- 5.2.4 No “dents,” unlabeled products, or salvage merchandise can be used.

5.3 Delivery of Food; Vehicles and Containers

- 5.3.1. It shall be the responsibility of the provider to deliver the food to the sites in vehicles which comply with all applicable laws and regulations regarding such delivery, in clean, sanitized containers to store the food while in transit, unless otherwise indicated.
- 5.3.2 Hot food transports which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking shall be used to deliver hot foods which shall be contained in stainless steel pans with covers. An interior temperature of hot food at or above 140 degrees Fahrenheit shall be maintained.
- 5.3.3 Cold transport containers which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking, which will maintain a temperature of 40 degrees Fahrenheit or lower, shall be used to deliver cold goods which shall be contained in stainless steel pans with covers.
- 5.3.4 Jello-O and ice cream, if on the menu, shall be transported in containers that will maintain the temperature required to avoid melting.
- 5.3.5 All containers shall be constructed as to prevent food contamination by dust, insects, animals, vermin, or other sources of contamination. All containers, vehicles and transportation equipment shall be cleaned and, where appropriate, sanitized daily.
- 5.3.6 Packaged food shall not be held longer than two (2) hours prior to delivery to sites based on delivery schedule to be jointly developed by the caterer, the Program Manager, and nutrition site managers.

5.3.7 The time between the completion of cooking the food and the beginning of serving at the site must not exceed four (4) hours.

5.4 Weather Related Closings

In the event that a school district in which the nutrition site is located announces that it is closing due to bad weather, meals will not be delivered to that site for that day. When this occurs, the cancelled meal will be served the next day for that site and the current day's meal will be eliminated.

Each site reserves the right to cancel a meal due to inclement weather or other emergency type of situation before 7:30 a.m. at no cost for the meal. Arrangements should be made with the caterer.

5.5 Food Preparation – Salt

Recipes should be prepared using a minimum of salt (one-half the usual recipe recommendation) and sodium containing ingredients such as: table salt, sauerkraut, olives, breads and rolls with salted tops, broths, regular commercial soup, catsup, chili sauce, mustard, horseradish, potato chips and other snack chips, monosodium glutamate, pickles, garlic salt, onion salt, other seasoning salts, Worcestershire sauce, soy sauce, teriyaki sauce, celery salt, and cured, salted, canned or smoked meats (corned beef, ham, bacon, luncheon meats, frankfurters, sausage, anchovies, herring and sardines.

5.6 Special Diet Menus

In order to meet the requirements of the Elderly Nutrition Program, provision is to be made for special diet needs of participants as designated below:

5.6.1 No Concentrated Sweets Diet

Low sugar or sugar free desserts must be available to individuals who request them for health reasons. Fruit shall be served a minimum of two times per week as a low sugar or sugar free dessert substitute.

As stated in section 5.2.6 and 5.2.7, low sugar or sugar free desserts will be offered that are as close as possible to the listed dessert for non-diabetics. Examples of this are: sugar free butterscotch pudding and regular butterscotch pudding, sugar free ice cream and regular ice cream, sugar free cookie and regular cookie, and so on. If canned diabetic fruit is used, the serving size shall be one-half cup of drained fruit packed in water or natural juice.

The contracted caterer shall submit a copy of the label for each product used stating the nutritional facts about the

product and a copy of recipes or dessert products to the Nutritionist upon request.

If fresh fruit is used, the following servings are required: apples (1), peaches (1), oranges (1), plums (2), banana (1), pear (1), melon cubes (1/2 cup), berries (1/2 cup), and mixed fruit (1/2 cup).

5.6.2 Texture Modified

SOFT

Texture-modified meals are appropriate for participants who have chewing and/or swallowing problems. A texture-modified meal may include a ground meal. A soft diet may consist of texture modified foods such as chopped ground meats, soft cooked vegetables, and soft fruits as tolerated by the participant. All foods must be of easily moistened texture.

The following procedures must be followed if providing a texture-modified meal.

- A written diet order from the participant's physician shall be on file with the nutrition program.
- At least once per year each written diet order shall be reviewed with the physician and updated according to physician instructions.
- The types and amounts of all meal components shall conform to the menu pattern and nutrient standards of the program.

5.6.3 Sodium Controlled Diets or Sodium Restricted Diet (3-4 grams)

Use general diet without high sodium content by restricting foods such as but not limited to: smoked ham, cured bacon, salted foods, salted crackers, luncheon meats, pickles, seasonings made with salt, soy sauce, and sauerkraut.

5.6.4 Bland

Diet eliminating or limiting food that stimulates gastric juices such as: broth, gravy, caffeine, and chili powder.

5.7 Holiday Meals/Special Meals

- 5.7.1 The dessert on a designated day of each month shall be a decorated birthday cake.
- 5.7.2 Special holiday meals shall be provided as indicated on the attached list of holiday menus (Exhibit 1). The holiday meals which likely will be part of the Nutritionist's menu calendar will be: Cinco de Mayo, Syttende Mai, St. Patrick's Day, Halloween or Harvest Day, Thanksgiving and Winter Holiday Observance (Christmas, Hanukkah and Kwanzaa). Dates for provision of the Thanksgiving and Winter Holiday/Christmas dinner shall be agreed upon at the September monthly meetings with the Nutritionist and/or Program Manager and dependent upon Focal Point preferences. Other holiday meal menus will be arranged through the Nutritionist. All holiday food decorations are to be edible.
- 5.7.3 Caterer(s) may be requested to work with Area Agency on Aging of Dane County Nutritionist and Program Manager to provide special menus to coincide with Special Event Days (up to three per year). See Exhibit 1.
- 5.7.4 Senior Focal Point Agencies Options For Selected Special Meals

Each Senior Focal Point Agency will be given the option to plan four special meals of their choice annually. All special meals must fall within the cost average of the contract. Special disposable utensils and containers may be provided with the meal for picnics and box lunches only. Examples of special meals may include but are not limited to: birthday celebrations (monthly), ethnic day(s), picnic type meal, box lunch (for meetings, trips, or other purposes), and breakfast menu. These special meal menus must be submitted to the caterer and approved by the nutritionist two months in advance.

5.8 Seasonal Menus

Adjustments shall be made to menus to include seasonal food.

5.9 Health Requirements/Ethnic Restrictions

Caterers may, on occasion, be requested to provide substitute menus or food items which will meet particular dietary needs of individual participants arising from other special health requirements or ethnic or religious dietary restrictions.

These may include substitutions for allergies and a meatless option. Ability to comply with these types of requests shall be noted in the proposal submitted by the caterers.

In 2011, the Area Agency on Agency conducted a pilot program that offered a meatless option listed along with the regular menu. Only the main entrée is replaced with a meatless entrée with all other meal components remaining the same. Example:

Hamburger	-- meatless option would be	Soy Burger
Bun		Bun
Potato Salad		Potato Salad
Mandarin Oranges		Mandarin Oranges
Pudding		Pudding

In 2012, a salad entrée (chef salad) was piloted and made available one time per week to each site.

The RFP requests that bidders offer the meal price for the regular menu as well as the meatless option and salad option. This may be done as a single cost to include both or submit a cost difference for providing the meatless or salad option in addition to the regular menu. While the meatless option is ordered in extremely limited quantities, the salad option is gaining in popularity, with an average of 60-70 salads per week being ordered.

5.10 Portion Control

5.10.1. Portion control methods must assure that all participants receive equivalent amounts of food as designated in the required menu/meal standards established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.

5.10.2 To assure proper, uniform portion control for all meals at the nutrition sites, the Aging Program Nutritionist and a representative from the catering firm shall conduct portion control training when needed, for site manager and volunteers responsible for placing foods on plates.

5.10.3 Each daily meal delivery shall include written instructions at the time of delivery regarding proper identified measuring utensil usage for each menu item.

5.10.4 Caterer management personnel shall visit nutrition sites to assure that staff has needed information for providing uniform portions bi-monthly throughout the contractual agreement.

5.11 Temperature Of Food

5.11.1 Upon delivery, hot food must be no less than 140 degrees Fahrenheit.

5.11.2 Upon delivery, cold food must be no more than 40 degrees Fahrenheit.

5.11.3 Frozen foods shall remain frozen until servicing.

5.11.4 Hot and cold foods which arrive at a nutrition site which are not within the temperature levels required should be rejected, returned to the caterer, and the monetary value of the rejected food should be subtracted from the reimbursement of the caterer that day. Caterer will be responsible for the cost of replacement food when catered food is rejected due to safety issues.

5.11.5 Temperature - for both hot and cold foods - will be taken and recorded by the caterer staff in the presence of a nutrition site manager or designee and will be done following sanitary practices.

5.12 Sanitation Procedures and Inspections

5.12.1 State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery system used by the Elderly Nutrition Program of the Older Americans Act and the State of Wisconsin Bureau on Aging shall be adhered to in all stages of food service operation. State regulations relating to the hygienic preparation of food stated in the Wisconsin Administrative Code Chapter HFS 196 Restaurant and Wisconsin Food Code, Appendix A are applicable to the elderly nutrition program.

5.12.2 Staff members affiliated with the Dane County Elderly Nutrition Program, the Area Agency on Aging, and the State of Wisconsin Bureau on Aging and Disability Resources, who are certified in applied Food Service Sanitation by the National Institute for the Food Service Industry will provide inspections and assessments where concern regarding sub-standard sanitation or related procedures are in evidence in compliance with the standardized inspection form prepared and distributed by the State of Wisconsin on Aging.

5.12.3 The County of Dane, the Area Agency on Aging, and Wisconsin Bureau of Aging and Disability Resources

reserve the right for designated representatives to:

- a. Inspect the equipment, operation and premises of all firms prior to the award of the contract to ascertain whether the firm(s) comply with all the terms of the RFP.
- b. Inspect the equipment, operation and premises of the successful firm unannounced at any time during the contract period.
- c. Inspect food to be provided to determine its compliance with the terms of the proposal, and to reject food not meeting such terms.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

The cost proposal should be submitted in a separate envelope from the written proposal and delivered with the written proposal. The cost proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the County. The County will select one method and use it consistently throughout its analysis.

Provide a cost proposal for CY 2017. Provider should assume that the price provided for CY 2017 will remain the same in 2018 and 2019. Prices will be subject to renegotiation in 2020. Proposers may submit proposals for one or more bid areas as listed, but may not submit proposals for one site within a multi-site bid area. **For example, a bid may be submitted for Waunakee, a one site bid area but not for Messiah Lutheran alone because it is in a bid area with Monona Meadows and the EMMCA Adult Day Care and all sites in that bid area must be bid together.**

This RFP requests that bidders offer the meal price for the regular menu as well as the meatless/salad option. This may be done as a single cost to include both or submit a cost difference for providing the meatless/salad option in addition to the regular.

The following items are considered a part of the meal service cost and shall not be priced separately:

- Condiments such as salt and pepper, non-dairy creamer, sugar, sugar substitute, catsup, mustard, lemons, salad dressings, mayo, and tartar sauce.
- Disposable supplies, such as paper lunch sacks/bags and home delivered meal containers, lids, bowls
- Coffee, regular or decaffeinated

6.2 Format for Submitting Cost Proposals

See Attachment G, Cost Proposal.

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 Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2016 is \$11.66. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.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 Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

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

7.4 Dane County Sustainability Principles

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

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

8.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	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:	

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

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

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

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

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

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

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

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

Signature

Title

Name (type or print)

Date

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

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

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

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

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

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

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

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

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

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

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

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

Select one:

We are claiming a preference as a Dane County Business			
€ Dane County			
We are claiming a preference as a business located in a county adjacent to Dane County			
€ Columbia County	€ Dodge County	€ Green County	€ Iowa County
€ Jefferson County	€ Rock County	€ Sauk County	

REVISED 9/12

COST / FINANCIAL PROPOSAL
Dane County Senior Nutrition Program

NAME OF FIRM:

Instructions: Please show all costs as "cost per meal,"with the total column indicating the total cost per meal. 1) A proposal may be submitted for one or more service areas 2) A proposal may also indicate a different cost per meal if multiple areas are awarded Use the combination column to indicate pricing if multiple areas are awarded. Please enter a price for CY2017. Provider should assume that the price provided for CY 2017 will remain the same in 2018 and 2019. Prices will be subject to renegotiation in 2020. **If the cost for providing both the regular entree and the meatless/salad option is different than the Total Cost per Meal, use the Cost per Meal with Meatless/salad Option Column (see Section 5.11). Meal cost for providing regular entree along with meatless/salad option is/are required.**

2016/2017/2018 Pricing	Raw Food Costs	Disposable Supplies	Labor (Living Wage)	Overhead	Transport for Delivery	Profit	Total Cost <i>Per Meal</i>	Combination of Areas Cost Per Meal	Cost per Meal with Meatless/Salad Option
I. Waunakee Area									
II. Far East Dane County: Cambridge									
III. Far North/Northeast Dane County: DeForest Colonial Club Cottage Grove Deerfield Marshall									
IV. North Madison: Warner Park									
V. West Madison: Lussier Meadowood W Madison Sr. Center									
VI. East Madison: Monona Meadows Messiah Lutheran Adult Day Care									

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

20.1 PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses,

charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability.

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

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

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

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

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

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is

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

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

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

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

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

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

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

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating

to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

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

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

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

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

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

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

**APPENDIX 1: DANE COUNTY NUTRITION PROGRAM
GEOGRAPHIC SERVICE AREAS**

Note: Meal counts are estimates only, actual count may be higher or lower.

I. WAUNAKEE

Site And Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
Waunakee Area Senior Center 333 S. Madison St, Waunakee, WI	5 days/week Monday-Friday 11:30 a.m. Includes Home Delivered Meals	25,300

II. FAR EAST DANE COUNTY

Site And Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
Cambridge Community Center	2 days/week Tuesday & Friday 12 Noon	1,200

III. Far North/Northeast DANE COUNTY

Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
DeForest Area Senior Center 505 N. Main Street, DeForest, WI	5 days/week Home Delivered Meals, M-TU-TH-F Congregate Meals 11:30 a.m.	7,900
Colonial Club Sr. Activity Center 301 Blankenheim Lane, Sun Prairie, WI	5 days/week Monday-Friday 11:45 a.m. Includes Home Delivered Meals for Cottage Grove, Deerfield, and Marshall	14,430

IV. North Madison		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
Warner Park Community Center 1625 Northport Drive, Madison, WI	5 days/week Monday-Friday 11:15 a.m.	5,215
V. West Madison		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
Lussier Community /Education Center 55 S. Gammon Road, Madison	2 days/ week Wed. & Fri, Noon	8,250 (Combined)
Meadowood Community Center 5726 Raymond Road, Madison, WI	2 days/ week Tuesday & Thursday, 12 Noon	Included Above
West Madison Sr. Center 602 Sawyer Terrace Madison, WI	Mondays-5 PM Tuesday & Thursday – Noon 2nd Saturday/Mo. 5:30 PM	Included Above
VI. East Madison		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2016
EMMCA Adult Day Care 4142 Monona Drive Madison, WI	5 days/week M-F, 12 Noon	Included Below
Monona Meadows 250 Femrite Dr. Monona, WI	2 days/week Monday & Wednesday 12:00 noon	5,192 (Combined)
Messiah Lutheran Church 5202 Cottage Grove Rd, Madison, WI	2 days/week Tuesday & Thursday 12:00 noon	Included Above

APPENDIX 2

2016 PER MEAL COST BY AREA

(The prior meal cost included: Food Storage, Food Preparation, Food Delivery, packaging supplies and Condiments unless specified otherwise.)

I.	Waunakee Area	\$3.50-\$3.74
II.	Far East Dane County	\$4.71
III.	Far North/Northeast Dane County	\$4.43-\$5.30
IV.	North Madison	\$4.30
V.	West Madison	\$4.56
VI.	East Madison	\$4.30