



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

BID # 105137
Temporary Nursing Services for
Badger Prairie Health Care Center
Verona, Wisconsin

Bids must be received
no later than
2:00 p.m., November 9 , 2005

SPECIAL INSTRUCTIONS:

1. Place the signed Signature Affidavit as the first page of your bid.
2. Label the lower left corner of your sealed submittal envelope as follows:
Bid # 105137
Temporary Nurses Services
2:00 p.m., November 9, 2005
Submit an original and 3 complete copies
3. Mail or Deliver to:
DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY-COUNTY BLDG
210 MARTIN LUTHER KING JR BLVD
MADISON WI 53703-3345

For further information regarding this bid,
Contact Francisco Silva at (608)267-3523
silva@co.dane.wi.us

Issued by
Dane County Purchasing Division
Department of Administration

October 20, 2005

LATE BIDS, AND/OR UNSIGNED BIDS WILL BE REJECTED

<http://www.co.dane.wi.us/purch/purch.htm>

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Specifications - Nursing Services

I. Scope of Project:

Dane County is requesting bids to provide registered nurse, licensed practical nurse, and certified nursing attendant temporary help services for the Badger Prairie Health Care Center (BPHCC) located at 1100 East Verona Avenue, Verona, WI 53953. The Provider shall, upon request by BPHCC, assign nursing personnel to the Badger Prairie Health Care Center for temporary staffing of the facilities' professional nursing service. Such positions may include charge nurses.

II. Note to Bidders

Any questions concerning this Bid must be submitted in writing by mail, fax or email at least **FIVE WORKING DAYS** prior to bid opening . Requests submitted after that time **WILL NOT** be considered.

Francisco Silva
Dane County Purchasing Division
Room 425 City County Building
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345
VOICE: (608) 267-3523
FAX: (608) 266-4425
Email: silva@co.dane.wi.us

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, revisions/amendments and/or supplements will be provided to all recipients of this initial RFB/RFP. The Purchasing Division has the sole authority to for modifications of this specifications and or bid.

III. Vendor Registration

All bidders wishing to receive a bid/proposal award must be a paid registered vendor with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received prior to the bid award.

IV. Contract Term

The contract term shall commence on January 1, 2006, and continue until December 31, 2006 with an option to negotiate a contract extension for a second year. Provisions are included in the pricing section for January 1 through December 31, 2007.

V. County of Dane Purchase of Services Agreement:

The successful Provider(s) will be required to sign a County of Dane Purchase of Services Agreement. (see attachment).

VI. Living Wage Requirement:

Temporary nursing services are covered by the Dane County Living Wage Ordinance Section 25.015(d). See Section 28.0 Standard Terms and Conditions.

VII. Insurance Requirements:

The successful contractor(s) shall meet the requirements of insurance specified on the attachment County of Dane, Purchase of Services Agreement, paragraphs 13 through 16.

A Certificate of Insurance, listing Dane County as an additional insured, will be required prior to commencement of contract.

VIII. Award of Bid:

The County will award the bid to the responsive and responsible bidders whose bid is most advantageous to the County. In determining the most advantageous bid, the County will consider criteria such as, but not limited to, cost, bidder's past performance and/or service reputation, and service capability, quality of the bidder's staff or services, customer satisfaction, extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

Dane County reserves the right to award to multiple vendors.

The County reserve the right to accept any bids/proposal or to reject any or all bid/proposals, or to award a contract on such basis as deemed to be in the agency's best interest. The right is reserved to reject any and all proposals without any reason for such rejection(s)

IX. Cancellation:

If for any reason the successful Provider(s) fail to fulfill the requirements of the contract for providing temporary help employees, Dane County shall have the right to cancel the contract in accordance with the County of Dane, Purchase of Services Agreement, paragraph 4, and negotiate for the services with another Provider.

X. General:

- A. The Provider shall furnish the necessary personnel and supervision to perform nursing services as requested. The Provider shall work under the direction of the BPHCC Director of Nursing or an authorized representative to insure proper completion and operation of the tasks assigned under this bid.
- B. All nursing services shall be performed in a professional manner in accordance with accepted and recognized treatment practices and in strict compliance with all local, state and federal codes, ordinances, laws and policies. The Provider shall be responsible for establishing that each nurse or nursing attendant that performs work at BPHCC is licensed or certified by the State of Wisconsin.

- C. Nursing staff performing services under this agreement shall be properly attired. Employees coming from another assignment will need to change their uniform prior to their work assignment at BPHCC.
- D. The Purchasing Agent reserves the right to accept any part of this bid deemed to be in the best interest of Dane County. The Agent also retains the right to accept or reject any or all bids. Non-acceptance of a bid will mean another was deemed more advantageous to Dane County.
- E. Throughout this request for bids, the terms Provider and Bidder shall refer to the firm submitting the bid as indicated on the signature page. The terms Dane County or County shall refer to Dane County, 210 Martin Luther King Jr. Blvd., Madison, Wisconsin 53709. The term BPHCC shall refer to the Badger Prairie Health Care Center Nursing Facility, and/or Badger Prairie Health Care Center Management Staff.
- F. Submission of a bid will be evidence that the vendor has thoroughly familiarized themselves with the coverage to be provided. For additional information and/or a site visit, contact Dee Heller at (608)845-6601.

XI. Status of Nurses as Employees of Provider:

- A. All nursing staff assigned to BPHCC, pursuant to the agreement shall, for all purposes, be considered employees of the Provider only. The Provider shall assume sole and exclusive responsibility for the payment of wages and any benefits to nursing staff providing services at BPHCC. The Provider shall, with respect to said nurses, be responsible for withholding federal and state income taxes, both the employee and employer's share of FICA, unemployment insurance, and maintaining worker's compensation coverage and all other insurance requirements as specified in the attached Standard Terms and Conditions and County of Dane, Purchase of Services Agreement.
- B. The Provider warrants that it is in compliance with all state and federal laws applicable to the employment of the nurses who are referred by it to BPHCC.
- C. BPHCC recognizes the rights of the Provider as the employer and agrees not to recruit any nurse employed by the Provider. In the event that any nurse approaches BPHCC regarding employment, BPHCC may discuss Dane County wages, benefits, and possible openings without penalty. In the event that any nurse is hired by Dane County into a permanent position, **the nurse will give the Provider a thirty day notice of termination. The Provider will assess no additional penalties.**

XII. Qualifications of Nursing Personnel:

The Provider shall screen all personnel before making assignment in order to determine the qualifications and competence of said employees. All personnel assigned to BPHCC shall meet the following criteria. Documentation of the required criteria shall be sent to BPHCC in care of Laura Slavik, Administrative Assistant II.

- A. Possess a current physician's statement indicating the individual is free of clinically apparent communicable diseases.
- B. Have no previous criminal convictions for abuse, mistreatment or neglect of others.
- C. The registered nurses and licensed practical nurses shall possess a current valid license issued by the State of Wisconsin. Each nurse shall carry a copy of their license and shall present said license to BPHCC administration upon request.
- D. Registered nurses and licensed practical nurses referred shall have at least one year of experience, preferably in psychiatry and/or geriatrics.
- E. Certified nursing attendants shall have any combination of training and experience equivalent to high school graduation and six months of experience as a regularly assigned member of a therapeutic team involved in the treatment of residents with developmental disabilities, mental illness and or geriatrics in a nursing facility.
- F. Certified nursing attendants shall be currently included on the State of Wisconsin Nurse Aide Registry for employment at State and Federally certified nursing facilities.

XIII. Requests for Nursing Services:

- A. BPHCC shall endeavor to request nurses or CNA staff to arrive at least two hours prior to the regular shift time for orientation. This is applicable for only those employees who have not previously been scheduled. Employee may schedule orientation on day not scheduled at the facility.
- B. BPHCC will provide advance notice of available shifts when possible. All Providers will be notified. Shifts will be assigned to Providers based on first response and with consideration of cost.
- C. In the event a specific Provider is consistently unable to fill shifts, despite status as the low bid Provider, BPHCC reserves the right to assign the shift to another Provider with a better fill rate.
- D. Urgent requests will be assigned to the provider on a first response basis.
- E. When requests are made less than two hours prior to the shift time, BPHCC will be billed by the Provider for eight hours from the time the shift would normally begin.
- F. If the Provider is unable to fill a shift for BPHCC, the Provider will contact BPHCC at least two hours before the start of the shift and inform BPHCC of the situation. Specifically, on weekends, Provider will establish a communication system with BPHCC staff on what steps have been taken to problem solve unfilled shifts due to staff calling in or not arriving as scheduled.

XIV. Cancellation of Nursing Services:

- A. BPHCC shall endeavor to cancel requests for nurses at least two hours prior to the necessary reporting time. Prior to two hours before reporting time, BPHCC may, without incurring liability therefore, change or cancel any order for nurses. It shall be the responsibility of the Provider to contact nurses prior to the reporting time should circumstances dictate such change or cancellation.
- B. When cancellation requests are made less than two hours prior to the reporting time and the affected nurse cannot be contacted prior to reporting to BPHCC for work, BPHCC shall be liable for four hours of the rate for the shift involved. BPHCC reserves the right to then employ the nurse for the four hours.

XV. Right of BPHCC to Dismiss:

- A. If, in the professional judgment of BPHCC Director of Nursing, Supervisor or Charge Nurse, a nursing staff referred by the Provider is deemed to be incompetent, negligent, or has engaged in misconduct, BPHCC may require the staff member to leave BPHCC premises immediately. BPHCC shall inform the Provider of this action immediately following action. BPHCC's obligation to compensate the Provider for such nurse's services shall be limited to the hours actually worked by staff. In addition, BPHCC reserves the right to negotiate the payment for such services based upon the circumstances involved.

XVI. BPHCC Rules And Regulations:

- A. While providing patient care services at BPHCC, nurses shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated thereunder; and with nursing policies adopted by BPHCC to protect the health and welfare of residents. All nurses referred to BPHCC shall have reviewed the BPHCC Policy and Procedure manual provided, at the Provider's expense, on Provider time. This policy orientation shall be at the Provider's expense. It shall be the responsibility of BPHCC to orient nurses to BPHCC and acquaint them to BPHCC's nursing policies as may be necessary to perform their temporary duties. It is understood that the Provider's nurses perform under the supervision and control of BPHCC while rendering nursing services within the course and scope of employment under this agreement. It is further agreed that a copy of all incident reports executed between the Provider's employees in the scope of employment with BPHCC shall be forwarded to the Provider and that a verbal report of such incident shall be immediately provided to the BPHCC charge person.

XVII Compensation:

- A. **Billing** - The Provider shall bill Badger Prairie Health Care Center on a weekly basis in accordance with the schedule of rates as bid.

The Provider agrees to maintain a sign-in log at BPHCC. The bill submitted for payment shall have the hours and dollars billed to the facility specifically identified.

B. **Overtime** - Overtime is defined as those hours worked in excess of forty (40) hours in a one week pay period. For all nursing personnel who work over forty (40) hours in a one week pay period, BPHCC may be billed one and one-half (1.5) times the regular rate for the specific shift. Due to the probability that the specific days included in any pay period shall differ between the Provider and BPHCC, the Provider agrees to be responsible for monitoring nurse hours and shall agree to schedules which will limit the amount of overtime worked in the Provider defined pay period. The Provider agrees to inform BPHCC that an overtime situation may occur, before the two parties agree to place a specific nurse at BPHCC.

C. **Holidays** - The following holidays will be billed at one and one-half (1.5) times the regular rate of pay for the specific shift for the hours worked:

December 31st	Labor Day (1st Monday in September
January 1	Thanksgiving Day (4th Thurs. in November)
Memorial Day (Last Monday in May)	December 24th
Fourth of July	December 25th

- D. **Workweek** - The Badger Prairie workweek shall begin at 6:00 a.m. Sunday and continue through 5:59 a.m. the following Sunday. Weekend rates are applicable to Saturday-Sunday when working an a.m./p.m. shift and Friday-Saturday when working the night shift.

<u>Nurses (LPN/RN)</u>	<u>CNA</u>
5:42 a.m. - 2:12 p.m. Shift	6:00 a.m. - 2:30 p.m. Shift
1:42 p.m. - 10:12 p.m. Shift	2:00 p.m. - 10:30 p.m. Shift
10:00 p.m. - 6:00 a.m. NOC Shift	10:12 p.m. - 6:12 a.m. NOC Shift

- E. **Breaks** - For every four (4) hours worked there shall be a fifteen (15) minute rest break. These breaks are to be taken to permit the ease of recall to work if necessary.

For every eight (8) hours worked there shall be a one-half (.5) hour lunch break. The lunch break will not be compensated. All nurses will be required to indicate on the sign in log when lunches are missed due to work situations. The Badger Prairie charge nurse will need to initial the missed lunch break on the sign in log.

XVIII Pricing:

- A. Bids may be submitted for any or all job categories and in any combination.
- B. Bids will be awarded by separate job category or in any combination of job categories, whichever is deemed to be most advantageous to Dane County.
- C. Bidders shall specify the hourly rate to be charged Dane County for each category for the day and shift time as indicated in the pricing schedule. That hourly rate must provide for employees assigned to BPHCC to be paid the minimum Dane County Living Wage. That rate for 2005 is \$9.31
- D. Bidders shall complete two pricing schedules as follows:
 Schedule 1, RN's, LPN's and CNA's for the periods January 1, 2006 - December 31, 2006 and January 1, 2007 - December 31, 2007.
 Schedule 2, Charge Nurses for the periods January 1, 2006 - December 31, 2006 and January 1, 2007 - December 31, 2007.
- E. **Abbreviations** - The following abbreviations are used in the proposed schedules of rates:
- | | |
|------------------------------|---------------------------------|
| M-F Monday through Friday | RN Registered Nurse |
| S-S Saturday and Sunday | LPN Licensed Practical Nurse |
| S-TH Sunday through Thursday | CNA Certified Nursing Assistant |
| F-S Friday and Saturday | |



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

Pricing

SCHEDULE 1

The following hourly billing rates are proposed by the Provider for the periods January 1, 2006 through December 31, 2006 and January 1, 2007 through December 31, 2007, for RNs, LPNs, and CNAs. Employees must be paid the at least the minimum Dane County Living Wage Rate.

2006

Time/Day		Classification	
		RN	LPN
5:42 a.m. - 2:12 p.m. Shift	M-F	\$	\$
1:42 p.m. - 10:12 p.m. Shift	M-F		
10:00 p.m. - 6:00 a.m. NOC Shift	S-TH		
5:42 a.m. - 2:12 p.m. Shift	S-S		
1:42 p.m. - 10:12 p.m. Shift	S-S		
10:00 p.m. - 6:00 a.m. NOC Shift	F-S		

Time/Day		Classification CNA	
6:00 a.m. - 2:30 p.m. Shift	M-F	\$	/hr.
2:00 p.m. - 10:30 p.m. Shift	M-F		/hr.
10:12 p.m. - 6:12 a.m. NOC Shift	S-TH		/hr.
6:00 a.m. - 2:30 p.m. Shift	S-S		/hr.
2:005 p.m. - 10:30 p.m. Shift	S-S		/hr.
10:12 p.m. - 6:12 a.m. NOC Shift	F-S		/hr.

2007

Time/Day		Classification	
		RN	LPN
5:42 a.m. - 2:12 p.m. Shift	M-F	\$	\$
1:42 p.m. - 10:12 p.m. Shift	M-F		
10:00 p.m. - 6:00 a.m. NOC Shift	S-TH		
5:42 a.m. - 2:12 p.m. Shift	S-S		
1:42 p.m. - 10:12 p.m. Shift	S-S		
10:00 p.m. - 6:00 a.m. NOC Shift	F-S		

Time/Day		Classification CNA	
6:00 a.m. - 2:30 p.m. Shift	M-F	\$	/hr.
2:00 p.m. - 10:30 p.m. Shift	M-F		/hr.
10:12 p.m. - 6:12 a.m. NOC Shift	S-TH		/hr.
6:00 a.m. - 2:30 p.m. Shift	S-S		/hr.
2:005 p.m. - 10:30 p.m. Shift	S-S		/hr.
10:12 p.m. - 6:12 a.m. NOC Shift	F-S		/hr.

SCHEDULE 2

The following hourly billing rates are proposed by the Provider for the periods January 1, 2006 through December 31, 2006, and January 1, 2007 through December 31, 2007, for CHARGE NURSE assignments. Employees must be paid the at least the minimum Dane County Living Wage Rate.

2006

Time/Day		Classification	
		RN	LPN
5.42 a.m. - 2:12 p.m. Shift	M-F	\$	\$
1.42 p.m. - 10:12 p.m. Shift	M-F		
10:00 p.m. - 6:00 a.m. NOC Shift	S-TH		
5.42 a.m. - 2:12 p.m. Shift	S-S		
1.42 p.m. - 10:12 p.m. Shift	S-S		
10:00 p.m. - 6:00 a.m. NOC Shift	F-S		

Charge Nurse assignments shall be defined as being assigned charge nurse responsibilities for three separate nursing units.

2007

Time/Day		Classification	
		RN	LPN
5.42 a.m. - 2:12 p.m. Shift	M-F	\$	\$
1.42 p.m. - 10:12 p.m. Shift	M-F		
10:00 p.m.- 6:00 a.m. NOC Shift	S-TH		
5.42 a.m. - 2:12 p.m. Shift	S-S		
1.42 p.m. - 10:12 p.m. Shift	S-S		
10:00 p.m. - 6:00 a.m. NOC Shift	F-S		

Charge Nurse assignments shall be defined as being assigned charge nurse responsibilities for three separate nursing units.



REQUEST FOR BID
COUNTY OF DANE, WISCONSIN

SIGNATURE AFFIDAVIT

In signing this bid, 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

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

Name (Type or Print)

Title

Signature

Firm

Address: (Street, City , State, Zip Code)

Telephone

Fax

E-Mail

Date

STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)

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.

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

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

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

4.0 **QUALITY:** Unless 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 on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless 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, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

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

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

8.0 **ACCEPTANCE-REJECTION:** 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. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the 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 or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed

as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and 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 INSURANCE RESPONSIBILITY: The successful vendor shall:

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

20.2 Indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the County, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

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

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

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

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the 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 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

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

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

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

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

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, 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.

COUNTY OF DANE

Purchase of Services Agreement

Number of Pages, including schedules: _____

Agreement No. _____

Expiration Date: _____

Authority: Res. _____, 2004-2005

Department: _____

Maximum Cost: _____

Registered Agent: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and _____ (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is _____, desires to purchase services from PROVIDER for the purpose of _____; and

WHEREAS PROVIDER, whose address is _____, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
 - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

- A. 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.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. 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 coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two 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.
- C. 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.
- D. 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.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. 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 this Agreement or a waiver of any default of PROVIDER 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.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of

this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER 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 3 years after a second violation is found.

- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider 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;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____

Date Signed: _____

* * *

FOR COUNTY:

Date Signed: _____
KATHLEEN M. FALK, County Executive

Date Signed: _____
ROBERT OHLSEN, County Clerk

* [print name and title, below signature line of any person signing this document]

LIVING WAGE CERTIFICATION

(Corporate or LLC Contractor)

The undersigned, for and on behalf of the contractor named herein, certifies as follows:

1. That he or she is an officer or duly authorized agent of the above-referenced contractor ("the contractor") which has a service contract ("the contract"), as defined in s. 25.015(1)(d) of the Dane County Ordinances ("D. C. Ords."), with the county of Dane; that the contractor has been provided with a copy of s. 25.015, D. C. Ords.; and that its officers and managers have familiarized themselves with the requirements of s. 25.015, D. C. Ords.;
2. That the contractor has to date paid all workers employed in the performance of the contract, whether on a full-time or part-time basis, the living wage of not less than _____ per hour; that the contractor has, as to all requests to date, made available for county inspection the contractor's payroll records relating to employees providing services on or under the contract; that the contractor has provided a written notice comporting with s. 25.015(4), D. C. Ords., to each and every subcontractor providing services under the contract; that the contractor has kept posted at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of the contract, a poster setting forth the county's current living wage together with information of the means the reader may use to file a complaint of violation; that the contractor has supplied copies of the county's current living wage requirement to any person employed in the performance of the contract at the request of such person and within a reasonable period of time after the request; that as to county-compensated services, the contractor has kept full and accurate payroll records for every employee who is subject to s. 25.015, D. C. Ords., and that the same are available, on demand, to the county's contract compliance officer or designee; that the contractor has not retaliated against any employee, if any, who has filed a complaint under s. 25.015, D. C. Ords.; and that the contractor has not used the living wage requirement of s. 25.015, D. C. Ords., to reduce the wage paid to any person employed by the contractor or grant beneficiary as of December 31, 1998.

Date Signed: _____

Officer or Authorized Agent

Business Name