



## REQUEST FOR BID

Department of Administration  
Purchasing Division

<b>BID NUMBER</b>	<a href="#">#111018</a>	
<b>RFB TITLE</b>	<a href="#">Dairy Products, Including Cheese</a>	
<b>PURPOSE</b>	The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver <a href="#">Dairy Products, Including Cheese</a> . Complete description and technical specifications are included.	
<b>DEADLINE FOR BID SUBMISSIONS</b>	<b>2:00 P.M. Central Time</b> <b><a href="#">March 17, 2011</a></b>	
	Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected	
<b>SUBMIT BID TO THIS ADDRESS</b>	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345	
<b>SPECIAL INSTRUCTIONS</b>	<a href="#">Bidders must submit one (1) original and one (1) copy.</a>	
<b>PLEASE DIRECT ALL INQUIRES TO</b>	<b>NAME</b>	Carolyn Clow
	<b>TITLE</b>	Purchasing Agent
	<b>PHONE #</b>	608/266-4966
	<b>FAX #</b>	608/266-4425
	<b>EMAIL</b>	<a href="mailto:clow@countyofdane.com">clow@countyofdane.com</a>
	<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
<b>THIS RFB IS COMPRISED OF:</b>	<b>RESPONSE CHECKLIST:</b>	
Part 1- General Guidelines & Information	<input type="checkbox"/> Signed Affidavit – Completed Bid Forms	
Part 2 - Bid Forms	<input type="checkbox"/> Submit and original and required copies	
Part 3- Detailed Specifications	<input type="checkbox"/> Label the lower corner of your bid with the bid number	
<b>DATE BID ISSUED:</b> <a href="#">February 15, 2011</a>		

## Part 1- General Guidelines and Information

### 1. Introduction:

Dane County invites and will accept bids for item(s) outlined on Part 3 Detail Specifications. The County as represented by Purchasing Division, intends to use the results of this process to purchase item(s).

### 2. Note to Bidders:

Bidders are reminded to carefully examine the bid and specifications upon receipt. 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. **(See cover page for contact person)**

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 posted on the Dane County Purchasing web site. The Purchasing Division has the sole authority to for modifications of this specifications and or bid.

### 3. Vendor Registration Program:

All bidders wishing to submit a bid/proposal 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 [www.danepurchasing.com](http://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.

### 4. Acceptance:

Bid shall remain fixed and valid for acceptance for sixty (60) calendar days starting on the due date of the bid.

Dane County reserves the right to accept any part of this bid deemed to be in the best interest of the County. The County also retains the right to accept or reject any or all bids.

### 5. 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.

**State Sale Tax/Federal Excise Tax:** Bids should not include Federal Excise and Wisconsin Sales Taxes, as Dane County is exempt from payment of such taxes. Sec. State Statute No. 77.54(9a). Wis. Stats. The Dane County's CES number is ES 41279.

### 6. Delivery:

Quote price FOB destination. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense.

### 7. Award:

The County will award the bid to the responsive and responsible bidder 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, references, the extent to which the bidder's staff or services meet the County's needs, bidder's past relationship with the County, total long term cost to the County, fleet continuity and any other relevant criteria listed elsewhere in this solicitation. The County may opt to establish alternate selection criteria to protect its best interest or meet performance or operational standards.

**8. 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.

**9. Government Standards:**

All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

**10. Warranty:**

The length, time, and conditions of warranty must be attached to or stated in the bid document. In such cases where the location of the successful bidder makes it impractical to perform subsequent warranty and check-up service, it shall be the successful bidder's responsibility to make arrangements with an authorized dealer acceptable to Dane County. Generally a dealer over 50 miles from the delivery site will need to make other warranty arrangement.

The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

**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.

- The bidder's employees are student interns.

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

**SIGNATURE AFFIDAVIT**

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 bidder, competitor or potential competitor; that this proposal 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 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.

Name (Type or Print)	Title	
Signature	Firm	
Address: (Street, City, State, Zip Code)		
Telephone	Fax	E-Mail
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.

2. 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](http://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.**

**PRICE PROPOSAL**

**Company Name** \_\_\_\_\_

The following is a description of dairy and other related products to be delivered in this bid. All quantities stated are estimates based on one year's consumption; actual usage may be more or less on all items dependent upon demand. Please fill in the Unit Price for and Extended Price (Estimated Quantity times Unit Price) for each item.

**Dairy**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	2% Milk	1/2 pt	185,000 1/2 pt	_____/1/2 pt	_____
2.	2% Milk	1 pt	1,248 1 pt	_____/1 pt	_____
3.	Ind. Non-Dairy Creamers	402/case	104 cases	_____/case	_____
4.	Skim Milk	1/2 pt	123,500 1/2 pt	_____/1/2 pt	_____
5.	Skim Milk	1 pt	1,248 1 pt	_____/1 pt	_____
6.	Skim Milk	Indv. gal	1248	_____/gal	_____
7.	Chocolate Milk, 1%	1/2 pt	41,000 1/2 pt	_____/1/2 pt	_____
8.	Chocolate Milk, 1%	1 pt	1,248 1 pt	_____/1 pt	_____
9.	Chocolate Milk, 1%	Indv. Gal.	192 gal.	_____/gal	_____
10.	Butter Pats	17 lb box	12 boxes	_____/box	_____
11.	Lowfat Cottage Cheese, 1% milkfat or less	5 lbs	2,600 lbs	_____/5 lbs	_____
12.	Vegetable oil margarine - no peanut oil Solids	36 lbs/cs	37,500 lbs	_____/lb	_____
13.	vegetable oil margarine - no peanut oil Pats	12 lb/cs	7,488 lbs	_____/lb	_____
14.	Yogurt, Strawberry	5 lbs	680 lbs	_____/5 lbs	_____
15.	Yogurt, Variety	6 oz.	11,232 each	_____/ea	_____
16.	Sour Cream	5 lbs	520 lbs	_____/lb	_____
17.	Frozen Whole Eggs	30 lbs	2,520 lbs	_____/lb	_____
18.	Sherbet	48/4 oz	200 cases	_____/cases	_____
19.	Ice Cream	48/4 oz	250 cases	_____/cases	_____
20.	Ice Cream	2/5 qt pail	3 cases	_____/cases	_____
				<b>Total Proposal #1</b>	<b>\$</b>

**Sassy Cow Brand Dairy – No Substitutions Allowed**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	2% Milk	Indv. Gal.	104 gal.	_____/gal	_____
2.	2% Milk	1 pt	1,560 1 pt	_____/1 pt	_____
3.	Skim Milk	1 pt	1,560 1 pt	_____/1 pt	_____
4.	Chocolate Milk, 1%	1 pt	1,560 1 pt	_____/1 pt	_____
5.	Heavy Cream	½ gal.	52 ½ gal.	_____/½ gal	_____
Total Proposal #1					\$ _____

**Butter**

1.	Butter solids	36 lb/cs	144 lbs	_____/lb	\$ _____
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Butter price to be billed by successful bidder on day of delivery shall be at his bid price of so much above or below the previous Friday's published wholesale price of the USDA on the Chicago Market for Grade A Butter. Indicate plus (+) or minus (-) market price you are bidding.

**Eggs**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Grade AA White Eggs (80% minimum content on large size)	dozen	360 dozen	\$_____/dozen	\$ _____

Prices of eggs to be billed by successful bidder on day of delivery shall be at his bid price of so much above or below the previous Thursday's published wholesale price of the New York Urner Barry Market price on Grade A White shell eggs per dozen. Indicate plus (+) or minus (-) market price you are bidding.

**Cheese**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Swiss loaf	5-8 lb	150 lb	_____/lb	\$ _____
2.	Medium Cheddar	5 lb	480 lb	_____/lb	\$ _____
3.	American loaf	5 lb	3240 lb	_____/lb	\$ _____
4.	160 Cut American slice	5 lb	6120 lb	_____/lb	\$ _____
5.	160 cut Swiss American slice	5 lb	200 lb	_____/lb	\$ _____
6.	Mozzarella Loaf	5 -7 lb	420 lb	_____/lb	\$ _____
7.	Grated Parmesan//Romano	5 lb	130 lb	_____/lb	\$ _____
8.	Sliced Mozzarella	1.5 lb	570 lb	_____/lb	\$ _____
9.	Co-Jack	5 lb	30 lb	_____/lb	\$ _____
10.	Pepper Jack	5 lb	30 lb	_____/lb	\$ _____
Total for Cheese					\$ _____

## Part 3 – Detailed Specifications

### Specifications

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The Dane County Purchasing Agent will receive sealed bids to furnish and deliver Dairy and Other Related Products as specified below for a period of one (1) year beginning April 1, 2011, through March 31, 2012 with one possible one-year extension through March 31, 2013 to various locations in Dane County, including Dane County Consolidated Food Service, Dane County Jail, William Ferris Center, Public Safety Building, Themis Café in the Dane County Courthouse, Themis Café II in the city-County Building, Dane County Juvenile Detention Center and the Dane County Juvenile Shelter.

All products listed on the bid forms must comply in full with the rules and regulations of the U.S. Department of Agriculture Dairy Division, City of Madison Health Department, State Board of Health and laws of the State of Wisconsin as they pertain to the producing and marketing of Dairy Products.

Eggs furnished by the successful bidder shall meet required standards established by the State of Wisconsin Department of Agriculture, Food Division.

#### Age of Products:

Dairy products delivered to Dane County agencies shall be clearly labeled with code-dates. The successful bidder must furnish an accurate, current explanation of code for code-dates. Milk products delivered shall be code-dated.

#### Stocking:

Vendor shall be required to maintain sufficient stock levels of all items from delivery date to delivery date. Special orders, or those orders in exception of set stock levels, shall be communicated by telephone or in writing and posted for driver for delivery. All exceptions in stock delivery shall be immediately reported to the Food Service Supervisor(s) or Dietetic Specialist. Stock shall be rotated by the vendor's delivery person at each property items are delivered to, to ensure the oldest stock is consumed first.

#### Containers:

All Dairy Products and other beverages that are available shall be furnished and delivered in disposable commercial containers of the type, size, and kind commonly used for this purpose, constructed as to ensure acceptance and safe delivery. Code-Date, description of contents, and size/number of items contained in each sealed container shall be clearly marked on the outside of the container. Containers shall meet and be in compliance with standards of the State Board of Health and U.S. Department of Agriculture.

#### Product Temperature Constancy:

Products must be held under appropriate temperature conditions for that product prior to and during delivery period as follows: 33<sup>0</sup>F - 40<sup>0</sup>F for refrigerated products, 0<sup>0</sup>F - 10<sup>0</sup>F for frozen products.

Deliveries:

Successful bidder(s) must be prepared to make deliveries to Dane County agencies as follows:

Vendor shall make deliveries to Dane County Consolidated Food Service, Verona, Wisconsin 53593 two times each week between the hours of 6:00 a.m. to 1:30 PM. Deliveries on Tuesday and Friday are preferred.

Vendor shall make deliveries to the Dane County Jail, William Ferris Center, Juvenile Detention and Public Safety Building, Madison, Wisconsin, Two times each week between the hours of 4:00 a.m. to 5:30 a.m. and/or 7:00 a.m. to 8:30 a.m. Deliveries on Monday, and Thursday are preferred. **Since some of the deliveries will be to secure detention facilities, the Sheriff's Office will conduct background checks on contractor personnel who will be working in those facilities. Furthermore, the Sheriff's office will require the delivery personnel to attend a jail in-service to orient the personnel to the rules and operating procedures that they are required to follow.**

Vendor shall make deliveries to the Themis Café and Themis Café II in Madison, Wisconsin once per week on Monday between 7:00 a.m. to 1:00 p.m.

In addition to the above deliveries, the successful vendor shall be prepared to make additional deliveries if deemed necessary by management of Dane County Consolidated Food Service. The submission of a bid will be evidence that the vendor is thoroughly informed of total delivery requirements for Dane County Consolidated Food Service, Dane County Jail, William Ferris Center, and Public Safety Building, and agrees to make deliveries in accordance therewith. An on-site inspection of the premises to receive dairy products may be made at the following locations:

Dane County Consolidated Food Service  
1000 East Verona Avenue  
Verona WI 53593

William Ferris Center  
2120 Rimrock Road  
Madison WI 53713

Dane County Jail  
210 Martin Luther King Jr. Blvd.  
Madison WI 53703

Public Safety Building  
115 West Doty Street  
Madison WI 53703

Juvenile Detention Center  
210 Martin Luther King Jr. Blvd.  
Madison WI 53703

Themis Café  
215 S. Hamilton Street  
Madison WI 53703

Themis Café II  
210 Martin Luther King Jr. Blvd.  
Madison WI 53703

Dane County Juvenile Shelter Home  
2402 Atwood Ave  
Madison WI 53704

Bidders may contact Greg Brockmeyer, CFS manager, at 608-845-1244 to arrange site tours, prior to submitting a bid.

Delivery Failures:

Failure to meet specifications; failure to deliver products held under sanitary and proper temperature conditions; failure to deliver within the time specified, or within reasonable time as interpreted by Dane County; or failure to make replacements of rejected products as directed by food service managers shall permit Dane County to purchase in the open market dairy products of comparable grade to take the place of those rejected or not delivered. On all such purchases, the vendor shall reimburse Dane County, within a reasonable time specified by the Purchasing Agent, for any expenses incurred in excess of contract prices. Such prices will be deducted from contract quantities.

Alternate Bids:

If specifications as to quality, container, count, weight, etc., cannot be met, bids must be marked "Alt." and complete alternate specifications submitted. If an "Alternate" is not inserted by a bidder on an item it will be assumed, providing an award is made, that all future shipments of the item will be in accordance with our specifications.

Margarine Pricing:

Margarine prices can be increased one time per quarter. Price increases must be requested to Purchasing by July 1, October 1, January 1. Price increases not requested in this way will not be honored.

Escalator Clause:

The milk prices quoted shall be subject to increase or decrease once a month in the event of an increase or decrease in the cost of raw milk as set by the USDA Federal Milk Market Administrator Chicago Order #30. Adjustment shall be .0012 per point for each .05 increase or decrease per CWT. The present bid shall be submitted on March 17, 2011, Class 1 milk price as set by the Federal Milk Market Administrator. Increase or decrease in change of price on the part of the vendor must receive approval of the Purchasing Agent, 210 Martin Luther King Jr. Blvd., Room 425, Madison, Wisconsin, 53703-3345, not less than three (3) working days preceding such request or change of price. If the price proposed by the contractor appears to be questionable, the contractor shall substantiate his price proposal to the satisfaction of the Dane County Purchasing Agent.

Termination:

The contract may be terminated by Dane County for cause at any time. Some examples for termination are as follows:

1. Unsatisfactory product quality or substantial change in product quality which becomes unsatisfactory to Dane County.
2. Failure of the contractor to comply with the delivery requirements of the County, including delivery of out-of-date dairy products or not rotating stock to ensure that stock does not become out-of-date prior to being consumed.

3. Proposed price changes not substantiated to the satisfaction of Dane County.
4. Failure to provide prompt and accurate invoices.

The above are only examples of termination causes and in no way limit Dane County from cancellation for other just cause. The County shall furnish the contractor written notice of cancellation citing cause and effective date.

Estimated Quantities:

All quantities stated are estimates based on one year's consumption; actual usage may be more or less for all proposals dependent on actual demand.

Invoicing:

All delivery location shall be invoiced together with the exception of the Shelter Home, which will be invoiced separately.

Contract Award:

**This bid may be awarded in whole or in part depending on what best serves the needs of Dane County.**

Successful bidder will be notified of award at least three (3) days before the effective date of the contract so that he may make arrangements with the institutional management regarding placement of orders and other details concerning delivery.

Vendor's bid shall fully comply with all specifications contained herein except in such cases wherein the United States Government shall or has enacted laws and regulations through the United States Department of Agriculture under which the vendor cannot furnish the commodities referred to in these specifications.