



REQUEST FOR BID

FOR

COUNTY OF DANE, WISCONSIN

BID # 5160

RESIDENT LAUNDRY SERVICE and/or FACILITY LINEN SERVICE

**Bid must be received
No later than
2:00 P.M. November 14, 2001**

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 # 5160

ITEM: Resident Laundry Services and/or Facility Linen Service

DATE: November 16, 2001

3. **Mail or Deliver to:**

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

For further information regarding this bid,
Contact Francisco Silva at (608) 267-3523

Issued by
Dane County Purchasing Division
Department of Administration

DATE ISSUED

October 15, 2001

LATE BIDS WILL BE REJECTED

www.co.dane.wi.us/purch/purch.htm

Dane County Vendor Registration Program

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.

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1.0 GENERAL INFORMATION

1.1 Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid(s) for Resident Laundry Services and/or Facility Linen Services. Prospective vendors may bid on services individually or may submit a combined bid for both services.

The County as represented by Human Services, Badger Prairie Health Care Center, intends to use the results of this process to award a contract for resident laundry services. The facility is located at 1100 East Verona Avenue, Verona, Wisconsin.

1.2 Scope of the Project

1.2.1 The Resident Laundry Services program includes timely pickup, laundering, delivery, and proper infection control of resident clothing. The Facility Linen Service will include the provision of sufficient quality and quantity of linen inventory, as well as, timely pick-up, laundering, delivery, and proper infection control of facility linen.

1.2.2 The objective of the Resident Laundry and/or Facility Linen Provider will be to complete resident laundry and/or facility linen services in an efficient and cost effective manner. The services will be continuously monitored and will be maintained at a level of consistent high quality.

1.2.3 Resident Laundry Services and/or Facility Linen Services will be completed to insure resident clothing and/or facility linens are laundered and returned to the facility in a time frame that allows the residents to maintain a sufficient supply of clean clothes and/or allows a sufficient quality and quantity of facility linen.

1.2.4 The facility is open to discussion regarding alternative approaches to the laundering of resident clothing and level of facility linen services received. Presently, resident clothing is laundered and returned sorted. The facility requires the vendor to distribute the resident clothing to each clinical unit. Nursing staff is responsible for distributing the clothing to each resident's room. The current Facility Linen vendor delivers facility linen, in bulk, and facility staff distribute the linen to the nursing units.

1.3 Procuring and Contracting Department/Division

This Request for Bid (RFB) is issued by Dane County, Department of Administration, Purchasing Division, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Francisco Silva.

The contract resulting from this RFB will be administered by Dane County, Department of Human Services, Badger Prairie Health Care Center. The contract administrator will be Jack Nelson.

1.4 Definitions

The following definitions are used throughout the RFB.

County means Dane County, Department of Human Services, Badger Prairie Health Care Center (BPHCC).

Vendor means a firm submitting a bid in response to this bid.

Contractor means bidder awarded the contract.

1.5 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFB must be submitted in writing by mail or fax on or before November 5, 2001

**Francisco Silva. Purchasing Agent
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**

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such Error and request modification or clarification of the RFB document.

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.

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

1.6 Site Visit

A site visit can be arranged at a mutually agreeable time. Contact Laura Slavik at 608-845-1227 to arrange to inspect premises during normal business hours. Failure to inspect premises will not relieve the successful bidder from the necessity of providing, without additional cost to the County, all necessary services and equipment that may be required to carry out the intent of the resulting contract.

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this Request for Bid (RFB). The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFB. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
October 15, 2001	Date of issue of the RFB
November 5, 2001	Last day for submitting written inquiries
November 7, 2001	Mail notification to vendors of supplements or revisions to the RFB
November 14, 2001	Bids due from vendors
January 1, 2002	Contract start date

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 1 year from that date, with an option by mutual agreement of the County and contractor, to renew for 2 additional 1-year periods. Estimated start date 1-1-2002.

2.0 PREPARING AND SUBMITTING A BID

2.1 General Instructions

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

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

2.2 Proprietary Information

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

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

2.3 Incurring Costs

Dane County is not liable for any cost incurred by bidders in replying to this RFB.

2.4 Submitting the Bid

Bidder must submit an original and **three (3) copies** of all materials required for acceptance of their bid by November 14, 2001 to:

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

Bids must be received in the above office by the specified time stated above. All bids must be time-stamped in by the County Purchasing Division by the stated time. Bids not so stamped will not be accepted.

All bids must be packaged, sealed and show the following information on the Outside of the package:

- Bidder's name and address
- Bid title: **Resident/Linen Laundry Service**
- Request for bid number: **5160**
- Bid due date: **November 14, 2001**

2.5 Bid Organization and Format

Bids should be typed and submitted on 8.5 by 11 inch paper bound securely. Bids should be organized and presented in the order and by the number assigned in the RFB. Bids must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFB sections which should be submitted or responded to are:

- Required forms (See Section 9.0 of this RFB)
 - Attachment A Signature Affidavit
 - Attachment B Cost Summary Page
 - Attachment C Reference Data Sheet
 - Attachment D Vendor Data Sheet
 - Attachment E Designation of Confidential and Proprietary Information
 - Attachment F Par Level and Current specifications

- Appendices (Additional Information the bidder submits)

3.0 BID SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The bids will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory and/or technical requirements are met. (see Sections 4.0 & 5.0). Failure to meet mandatory and/or technical requirements will result in the bid being rejected.

3.2 Bid Scoring

Accepted bids will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request oral presentations, and conduct an on-site visit and use the results in scoring the bids.

3.3 Evaluation Criteria

3.3.1 General requirements

- | | | |
|----|---|------|
| a. | Familiarity with state/federal statutes governing laundry services in long term care facilities | 5 % |
| b. | Adequacy and reasonableness of bid in meeting delivery time specifications that meet the needs of the facility. | 10% |
| c. | Three acceptable references, from long term care facilities of comparable size, which will speak to quality of vendor's operation/product and delivery service capabilities | 15%. |

3.3.2 Technical requirements

Completeness in meeting all specification requirements as detailed in the RFB. Special attention will be paid to procedures that are available to problem solve customer/resident issues.	35%
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3.3.3 Cost	35%
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4.0 GENERAL BID REQUIREMENTS

- 4.1 Badger Prairie Health Care Center, hereinafter referred to as “BPHCC,” is a 124-bed Skilled Nursing Facility. The majority of the residents have been protectively placed with the facility. Approximately 105 of the residents have their clothing laundered under a contract arrangement. Some of the independent residents launder their own personal clothing in facility-owned equipment available on the six nursing units.

The facility employs a half-time sewing/alterations worker. He / She is responsible for marking resident clothing with the resident’s name and nursing unit, as well as, mending resident clothing when needed.

Presently, resident clothing is laundered and returned sorted to the facility. The resident clothing is then delivered on carts to the nursing units by the contracted vendor. Nursing staff is responsible for distributing the clothing to each resident’s room. Facility linen is currently delivered to the facility in bulk and then delivered, by facility staff, to the six nursing units.

- 4.2 Organization Capabilities

Describe the firm’s experience and capabilities in providing similar services to other long term care facilities. State provisions for fulfilling contract in the event of breakdown or other reason which would cause inability to perform this contract at current operational center.

- 4.3 Staff Qualifications

Criminal reference checks for staff assigned to the facility will be conducted by the County. Provider staff who fail the criminal reference check procedure will not be allowed into the facility.

- 4.4 Bidder References

Bidders must include in their RFBs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written bids. **(See Attachment C)**

- 4.5 Mandatory Requirements

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

- 4.5.1 The Contractor will furnish laundry bags, bins and carts and hampers of sufficient size and quantity for transporting soiled resident clothing and/or facility linen. The size of the laundry bins, carts and hampers will be agreed to by the facility. The facility is currently using plastic laundry bags. These are purchased at the facility's expense. The facility may choose to purchase plastic laundry bags from the Contractor or elsewhere. The Contractor shall thoroughly sanitize laundry carts after they are emptied of soiled linen, prior to placing clean linen in the laundry carts for return to the facility. The Contractor is responsible for safety and maintenance of all equipment used in the facility. Broken or damaged bins, carts or hampers must be repaired or replaced immediately
- 4.5.2 The Contractor shall inspect the linen for stains, tears, defects, and insufficient laundering on an ongoing basis. Contractor is responsible for replacement of worn linen at Contractor's expense.
- 4.5.3 The Contractor will provide delivery and distribution service and the pick-up and delivery schedule should meet the needs of the facility. Delivery on Saturday and Sunday may be an option.

The level of service will play a significant role in determination of the pick-up and delivery schedule.

- a.) Resident clothing and/or facility linen will be processed with a minimum turn around time of 24 hours after pick-up and a maximum turn around time of 48 hours. The maximum consecutive days without pick-up and delivery shall be no longer than two (2) days.
 - b.) If facility staff are involved in the pick-up and distribution, the Contractor will need to provide service, Monday through Friday, between 5 a.m. and 7 a.m. Pick-up and delivery on Saturday and Sunday may be an option.
 - c.) If the Contractor provides linen carts that are ready to deliver to the nursing units, the pick-up and delivery schedule may be completed on an alternative schedule. Delivery on Saturday and Sunday may be an option.
 - d.) Linen inventory will be managed by the Contractor to provide sufficient deliveries to meet the daily linen requirements. If BPHCC does not have sufficient linen inventory for the daily needs, the Contractor will be called for additional linens to be delivered the same day, if necessary.
- 4.5.4 In the event that the cost of service is based on dry weight, the Contractor will provide proof of scale calibration at the beginning of the contract and every six months thereafter.

- 4.5.5 Bidder must designate a contact person to provide on-going communication, coordinate servicing, answer questions and expedite service with BPHCC staff.
- 4.5.6 The contract requires the Contractor to develop contract administration procedures to promptly identify and resolve issues that arise during the contract. This will include procedures to replace lost or damaged resident clothing and/or facility linen, or at a minimum, will include a procedure to determine how the facility will be reimbursed following replacement of damaged resident clothing and/or facility linen.
- 4.5.7 The Contractor shall provide a management staff person, made known to the County to: routinely review and inspect operations, consult with the County on current and future service programs, and to act with full authority on the provider's behalf in any and all matters pertaining to the specifications of this contract.
- 4.5.8 If it is determined that Contractor staff will have access to the Nursing Units, the Contractor will offer Social Security Numbers and other data necessary to process Criminal Reference Checks. Criminal Reference Checks will be processed for all staff assigned to the facility. Contractor staff who fail the Criminal Reference Check Procedure will not be allowed into the facility.
- 4.5.9 If it is determined that Contractor staff will have access to the Nursing Units, the Contractor will obtain and provide the results of TB skin tests for all staff assigned to the facility. This must be completed prior to contract initiation. Provide annual results of TB skin test. The facility must be notified of any employee with a potential infectious communicable disease.
- 4.5.10 Will meet all Federal and State infection control requirements. (Physical plant layout separating soiled and clean clothing/linen.)
- 4.5.11 Provide proof of current State of Wisconsin licensure to provide resident laundry and/or facility linen services in long-term care facilities.
- 4.5.12 The facility reserves the right to inspect the Contractor's plant and equipment, including laundry carts, bins and hampers, and to inspect the laundry process for cleanliness, sanitation, and infection control compliance.

5.0 TECHNICAL REQUIREMENTS

- 5.1 The Contractor shall furnish all equipment, utilities, supplies and space herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation of the laundry service.

5.2 The Contractor will be required to furnish linens which meet the specifications and inventory requirements described hereinafter at the beginning of the contract and shall adjust the required inventory levels at all times throughout the term of this contract to meet the facility's needs. Special additional linens shall be supplied as needed upon request from Badger Prairie Health Care Center. Linen shall be the property of the Contractor. BPHCC will compensate the Contractor based on the cost to launder the linen.

All prices will include the replacement cost of lost linen, worn linen, or damaged linen. There will be no additional cost for extra delivery charges, inventory restock charges, minimum use charges, or adjustments to inventory levels. The cost will be an all-inclusive fee and no additional charges for linen will be allowed under this contract.

Linens furnished for contract start-up and/or for replacement shall be subject to inspection and approval by Dane County. Upon termination of this contract, the Contractor shall retain ownership and control of the linen as provided in this contract.

5.3 Par levels reflect total inventory in the current system. This provides sufficient linen for weekends (including holiday weekends) and transportation to and from laundry. Clean linen is delivered daily to resident units. **(See Attachment F)**

5.4 This contract document represents the initially desired service but it is intended that at regular intervals during the duration of the contract, the amount of required service will be examined by the County and the Contractor with the objective of providing the best possible service to the County. It must be agreeable to the County and the Contractor, if it is necessary to change the number and/or schedule of delivery and pick-up times per week to meet the needs of this contract.

5.5 The Contractor agrees to pick-up soiled laundry and/or linen, and deliver clean laundry and or linen five days per week Monday through Friday.

5.6 The Pick-up and Delivery Schedule of hours will be approved by the Administrator every six (6) months. This will include approval of days and hours per week. The Contractor and the Administrator will mutually agree upon requests for adjustments to the schedule. Changes to the Primary Schedule will be submitted by the 15th of the month for changes effective the following month.

5.6 Soiled laundry will be bagged and sorted by staff as mutually agreed upon by the Contractor and the County. The Contractor shall pick up soiled linen carts from the North and South basement dirty linen holding rooms.

5.7 The County shall be responsible for marking resident clothing items for proper identification.

5.8 All items shall be washed, extracted, and tumbled, as required, with only non-allergic soaps, detergents, bleaches or other chemicals used in the cleaning process.

- 5.9 Occasionally, resident laundry may not be sorted out during the laundry sorting process at the health care facility. In the event that the Resident Laundry Service contract and the Facility Linen contract are not awarded to the same vendor, the County wishes to have the Contractor return the personals unlaundered.
- 5.10 Laundering and finishing shall be in accordance with accepted standards in the hospital laundry industry. Upon request of the facility, the Contractor shall furnish details of the laundry process including detergents and disinfectants used.
- 5.11 The Contractor shall adhere to the highest standards of cleanliness and sanitary practices, and will insure continual sanitation in all functions and matters related to the execution of the terms of this contract.
- 5.12 Laundry is to be handled carefully and expeditiously to avoid and remove stain and mildew. All spots and stains shall be removed in the safest manner with the life and usefulness of the fabric unimpaired.
- 5.13 Temperatures of all machines' water and air shall be adjusted to protect the authentic, natural and synthetic blends, and all natural fabrics from distorting, discoloring, or deteriorating.
- 5.14 All chemicals used shall be harmless to all fibers, if they are all synthetic, synthetic and natural blends, or all natural.
- 5.15 Items failing to meet County washing standards will be returned for rewash at no cost to the County. The County will label rewash as such.
- 5.16 The Contractor shall accept full responsibility for any costs associated with damage or loss of laundry items caused by the negligence of the provider or its employees.
- 5.17 Clean laundry must be returned sorted and packaged in easily handled bundles and placed in covered containers.
- 5.18 All packaging shall be done in such a manner that the item will remain in a finished condition and not be come wrinkled and disheveled.
- 5.19 Use "tie" packaging on the following items only: bedspreads, sheets/pillow cases, kitchen aprons, pajama bottoms, flannel nightgowns, and tablecloths.
- 5.20 Keys will be furnished to the Contractor delivery staff in order to place the clean linen bins in the basement Clean Linen Room. Contractor staff is required not to allow unauthorized personnel into the building.
- 5.21 It will be the responsibility of BPHCC staff to bring any problems to the attention of the Contractor staff who will then be responsible for development of an appropriate response.

6.0 LIVING WAGE REQUIREMENT

6.1 The successful bidder shall pay the county's living wage to all of its employees engaged in performing the work, whether on a full-time or part-time basis per D. C. Ord 25.015. **The rate for 2002 is \$8.52.** The Contractor shall display the current living wage poster in a prominent place where it can be easily seen and read by employees. At the end of the contract year, the Contractor will be expected to sign the 'Living Wage Certification of payment' affirming they have paid workers the living wage rate. **(See Attachment G)**

7.0 COST BID

7.1 General Instructions on Submitting Cost Bids **(See Attachment B)**

RESIDENT LAUNDRY SERVICES

The current contract for Resident Laundry Services is based on Option 1 below, price per pound. This bid requests that all pricing be formulated in price per resident day. Price per day would be calculated as averaged daily census for the month minus those identified residents who do their own laundry.

Option 1

Wash and Dry, Fold Small Items
Hang pants, dresses, blouses and shirts
Sort by Unit
Deliver all items in carts to Nursing Units
Price per resident per day

Option 2

Wash and Dry, Fold Small Items
Hang pants, dresses, blouses and shirts
Sort by Unit and by Resident
Deliver all items in carts to Nursing Units
Price per resident per day

Option 3

Wash and Dry, Fold Small Items
Hang pants, dresses, blouses and shirts
Sort by Unit
Deliver all items in carts to Nursing Units
Deliver all resident clothing to each resident's room
Price per resident per day

FACILITY LINEN SERVICE

Price per resident per day will be based upon the average daily census for the month. Average daily census for 2000 was 115. Information will be supplied to Contractor by the facility.

All prices will include the replacement cost of lost linen, worn linen, or damaged linen.

There will be no additional cost for extra delivery charges, inventory restock charges, minimum use charges, or adjustments to inventory levels.

The cost will be an all-inclusive fee and no additional charges for linen will be allowed under this contract.

Any disclaimers in the pricing scheme will disqualify the bid in its entirety.

The County will award bid to the vendor who the evaluators feel offers the best combination of cost, experience, quality and the ability to meet product specifications. Linen samples may be requested for review.

8.0 SPECIAL CONTRACT TERMS AND CONDITIONS

8.1 The facility will be invoiced monthly by the 10th of the month following the month services were provided. The facility will not accept any surcharges for provider's higher costs with fuel, electrical, oil, etc.

8.2 Contractor will be required to coordinate with BPHCC administration with regard to access to facility in connection to matters of security.

8.3 Audit Requirements

The Contractor shall comply with the requirement of Section 952 of the Omnibus Reconciliation Act of 1980, enacted December 5, 1980, amended Section 861 (v)(1)(I) of the Social Security Act , as specified in Section 2440.1 of the Medicare Provider Reimbursement Manual, with respect to Access to Books, Documents and Records of Subcontractors

8.4 The Contractor should be able to report on a monthly basis all services purchased against this contract.

9.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Cost Summary Page
Attachment C	Reference Data Sheet
Attachment D	Vendor Data Sheet
Attachment E	Designation of Confidential and Proprietary Information
Attachment F	Par Level and Current Specifications
Attachment G	Living Wage Certification Form

ATTACHMENT A

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 , 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

COST SUMMARY SHEET

ITEM DESCRIPTION	COST
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Pricing should be provided for each year of the three-year period.

Resident Laundry Services

Option 1

Wash and Dry, Fold Small Items
 Hang pants, dresses, blouses and shirts
 Sort by Unit
 Deliver all items in carts to Nursing Units
 Price per resident per day

1st Year	2nd Year	3rd Year
\$ _____	\$ _____	\$ _____

Option 2

Wash and Dry, Fold Small Items
 Hang pants, dresses, blouses and shirts
 Sort by Unit and by Resident
 Deliver all items in carts to Nursing Units
 Price per resident per day

\$ _____	\$ _____	\$ _____
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Option 3

Wash and Dry, Fold Small Items
 Hang pants, dresses, blouses and shirts
 Sort by Unit
 Deliver all items in carts to Nursing Units
 Deliver all resident clothing to each resident's room
 Price per resident per day

\$ _____	\$ _____	\$ _____
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Facility Linen Services

Laundry Service including all Linen & Transportation

Price per resident per day	\$ _____	\$ _____	\$ _____
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REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

Company Name: _____
Address: _____
Telephone: _____ Contact Person: _____
Product(s) and/or Service(s) Used: _____

VENDOR DATA SHEET

1. Proposing Company Name _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

2. Contact Person in the event there are questions about your bid

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

3. All vendors that have 20 or more employees and that are awarded \$20,000 or more on this contract will be required to submit Affirmative Action information to the County Contract Compliance Office. Please list the Person in your Company we can contact about this plan.

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

4. Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

ATTACHMENT E

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

Section	Page Number	Topic

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

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

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

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

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

Signature-Authorized Representative

Company Name

Print Name-Authorized Representative

Date

ATTACHMENT F

ITEM	CURRENT SPECIFICATIONS	BIDDER'S PROPOSED SPECIFICATION	PAR LEVEL
ROBES	50/50 poly/cotton plisse, attached self-belt, size Medium.	_____	60
PATIENT GOWNS	50/50 poly/cotton; over-lapping back with raglan sleeves, 42" long 65" sweep finished; prints.	_____	1,875
PATIENT GOWNS	Flannel; over-lapping back with raglan sleeves, 42" long 65" sweep finished; prints.	_____	200
WASH CLOTHES	12" x 12", all white; 16 oz. per dozen; 86% cotton/14% polyester.	_____	10,000
BATH TOWELS	20" x 40", solid white, 100% cotton terry cloth.	_____	5,200
HAND TOWELS	16" x 27", solid white, 100% cotton terry cloth.	_____	500
MATTRESS PADS	39" x 76", heavy weight 18 oz. Cotton felt.	_____	500
BIB APRONS	White VISA bib aprons; 30" x 36"; sewn on tie tapes 29" long.	_____	700
SPREADS, BED	72" x 108"; ribcord; 50/50 poly/cotton blend; colorfast solid pastel colors.	_____	600
DIAPERS	30" x 34", flannel; weight .58 lb.	_____	4,300
BRIEFS	Snap on; cotton lines; panty brief; size Large; weight .96 lb.	_____	800
BIBS	36" x 19" terry cloth adult slip-over bibs, 100% cotton; 8 oz./yd. Bound w/bias tape neck opening 8" diameter.	_____	3,900
INCONTINENT PADS	34" x 36", IBEX poly blend, vinyl backed, binding on all four sides, weight 1.31 lb.	_____	6,000
PAJAMA BOTTOMS	Sleep pants with gripper snap fly front closure, elasticized waist; light blue; 50/50 poly/cotton, size Medium.	_____	60

PAJAMA BOTTOMS	Sleep pants with gripper snap fly front closure, elasticized waist; flannel, size Medium.	60
PILLOW CASES	Sleep-Knit Plus Style SK10P 60/40 poly, unwashed 30" x 20.5", fits standard pillow 20" x 26", weight .25 lb. Color or print preferred.	1,000
TOP SHEET	Sleep-Knit Plus Style SK10T contoured, 60/40 poly, to fit 84" mattress. Color or print preferred.	800
BOTTOM SHEET	Sleep-Knit Plus Style SK10B contoured, 60/40 poly, to fit 84" mattress. Color or print preferred.	850
BLANKET/BEDSPREAD	Sleep-Knit Plus Style FBL/10 Thermal weave, 100% polyester, finished 72" x 110", colorfast, weight 42 oz.	800

OTHER

Provide Measurements

TABLECLOTHS	Large Medium Small Colors Available	<hr/> <hr/> <hr/> <hr/>
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Tablecloths will be billed separately on an as ordered basis.

ATTACHMENT G
SAMPLE

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

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. Further, the 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 the vendors shall be held liable.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by Dane County.

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. Shipments sent C.O.D. or freight collect will not be accepted.

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. Any increase proposed shall be submitted to the contracting department thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry wide. The conditions under which price increases may be granted shall be 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.

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. Quantities involved, 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 otherwise, 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 Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Dane County normally will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both, which have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

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: Dane 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, including all its departments, 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. Dane County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor 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: 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 contractor 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 contractor 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 contractor agrees, in accordance with WI Stats. sec. 111.321 and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, and 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 contractor 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 Contractors 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 Contract Compliance Office 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 contractor 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 the conditions of this clause may result in the contractor's being declared ineligible to do business with the County, termination of the contract, or subject to withholding of payment.

16.4 The contractor 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 contractor 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 contractor guarantees goods sold to Dane County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein will not infringe any patent, copyright or trademark. The contractor covenants that it will, at its own expense, defend every suit which shall be brought against Dane County (provided that such contractor 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 Dane 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. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor who is providing services to Dane County shall:

20.1 Maintain worker's compensation 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 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 limits where warranted.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every subcontractor 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 may not be 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 become 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 WI Stats 19.36(5) must be identified on a designation of Confidential and Proprietary Information form. In any event bid prices will not be held confidential after award or 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 contractor 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 contractor 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 contractor 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: The successful bidder on a contract where payment to the contractor is based on the contractor's costs 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 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 contractor. The contractor 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: Contractor 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) contractor's internal systems, and those of contractor's vendors, are year 2000 compliant, such that contractor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 LIVING WAGE REQUIREMENT: The successful bidder shall:

- Pay the County's living wage to all its employees engaged in performance of the work, whether on a full-time or part-time basis.
- Make available for the County's inspection its payroll records relating to employees providing services under the agreement.
- Submit certifications as required in section 25.015(7), D.C. Ords.
- Display the County's current living wage poster in a prominent place where it can be easily seen and read by employees.

28.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the successful bidder fails to comply with the provisions 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 contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three (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.