

## 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.



**Request for Bid  
for  
County of Dane, Wisconsin**

**BID #5200  
Temporary Nursing Services for  
Badger Prairie Health Care Center  
Verona, Wisconsin**

**Bid must be received  
no later than  
2:00 p.m., November 28, 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 #5200  
Temporary Nursing Services  
2:00 p.m. November 28, 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:

**June Buchanan, 608.266.4133**

Issued by  
Dane County Purchasing Division  
Department of Administration

November 6, 2001

**FAX BIDS AND LATE BIDS WILL BE REJECTED**  
[www.co.dane.wi.us/purch/purch.htm](http://www.co.dane.wi.us/purch/purch.htm)

## Table of Contents

	1
<b>Scope of Project</b>	<b>1</b>
<b>Contract Term</b>	<b>1</b>
<b>County of Dane Purchase of Services Agreement</b>	<b>1</b>
<b>Living Wage</b>	<b>1</b>
<b>Insurance Requirements</b>	<b>1</b>
<b>Award of Bid</b>	<b>1</b>
<b>Cancellation</b>	<b>1</b>
<b>General</b>	<b>2</b>
<b>Status of Nurses as Employees of Provider</b>	<b>2</b>
<b>Qualifications of Nursing Personnel</b>	<b>3</b>
<b>Requests for Nursing Services</b>	<b>3</b>
<b>Cancellation of Nursing Services</b>	<b>4</b>
<b>Right of BPHCC to dismiss</b>	<b>4</b>
<b>BPHCC Rules and Regulations</b>	<b>5</b>
<b>Compensation</b>	<b>5</b>
<b>Pricing</b>	<b>6</b>
<b>Pricing Schedule 1 and Schedule 2</b>	<b>7</b>
<b>Signature Affidavit</b>	<b>8</b>
<b>Standard Terms &amp; Conditions</b>	
<b>Purchase of Services Agreement</b>	
<b>Living Wage Certification</b>	

## Specifications - Nursing Services

### I. Scope of Project:

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

### II. Contract Term

The contract term shall commence on January 1, 2002, and continue until December 31, 2002 with an option to negotiate a contract extension for a second year. Provisions are included in the pricing section for January 1 through December 31, 2002.

### III. County of Dane Purchase of Services Agreement:

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

### IV. Living Wage Requirement:

Temporary nursing services are covered by the Dane County Living Wage Ordinance Section 25.015(d). See Section 28.0 Standard Terms and Conditions. The minimum living wage hourly rate for 2002 is \$8.49.

### V. Insurance Requirements:

The successful contractor(s) shall meet the requirements of insurance specified on the attachment County of Dane, Purchase of Services Agreement, paragraphs 13 through 16. A Certificate of Insurance, listing Dane County as an additional insured, will be required prior to commencement of contract.

### VI. Award of Bid:

Award of bid will be made to a maximum of four bidders per category based upon hourly rate charged to Dane County and evaluation of bid documents. BPHCC will access the lowest bidder first to obtain temporary help services.

### VII. Cancellation:

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

VIII. General:

- A. The Provider shall furnish the necessary personnel and supervision to perform nursing services as requested. The Provider shall work under the direction of the BPHCC Director of Nursing or their authorized representative to insure proper completion and operation of the tasks assigned under this bid.
- B. All nursing services shall be performed in a thorough and professional manner in conformance with the accepted methods and practices and in strict compliance with all local and state codes, ordinances, laws and policies. The Provider shall be responsible for establishing that each nurse they provide to perform work at BPHCC is licensed by the State of Wisconsin.
- C. Nursing staff performing services under this agreement shall be properly attired. Employees coming from another assignment will need to change their uniform prior to their work assignment at BPHCC.
- D. The Purchasing Agent reserves the right to accept any part of this bid deemed to be in the best interest of Dane County. The Agent also retains the right to accept or reject any or all bids. Non-acceptance of a bid will mean another was deemed more advantageous to Dane County.
- E. Throughout this request for bids, the terms Provider and Bidder shall refer to the firm submitting the bid as indicated on the signature page. The terms Dane County or County shall refer to Dane County, 210 Martin Luther King Jr. Blvd., Madison, Wisconsin 53703-3345. The term BPHCC shall refer to the Badger Prairie Health Care Center Nursing Facility, and/or Badger Prairie Health Care Center Management Staff.
- F. Submission of a bid will be evidence that the vendor has thoroughly familiarized themselves with the coverage to be provided. For additional information and/or a site visit, contact Dee Heller at (608)845-6601.

IX. Status of Nurses as Employees of Provider:

- A. All nursing staff assigned to BPHCC, pursuant to the agreement shall, for all purposes, be considered employees of the Provider only. The Provider shall assume sole and exclusive responsibility for the payment of wages and any benefits to nursing staff providing services at BPHCC. The Provider shall, with respect to said nurses, be responsible for withholding federal and state income taxes, both the employee and employer's share of FICA, unemployment insurance, and maintaining worker's compensation coverage and all other insurance requirements as specified in the attached Standard Terms and Conditions and County of Dane, Purchase of Services Agreement.

- B. The Provider warrants that it is in compliance with all state and federal laws applicable to the employment of the nurses who are referred by it to BPHCC.
- C. BPHCC recognizes the rights of the Provider as the employer and agrees not to recruit any nurse employed by the Provider. In the event that any nurse approaches BPHCC regarding employment, BPHCC may discuss Dane County wages, benefits, and possible openings without penalty. In the event that any nurse is hired by Dane County into a permanent position, **the nurse will give the Provider a thirty day notice of termination. The Provider will assess no additional penalties.**

X. Qualifications of Nursing Personnel:

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

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

XI. Requests for Nursing Services:

- A. BPHCC shall endeavor to request nurses or CNA staff to arrive at least two hours prior to the regular shift time for orientation. This is applicable for only those employees who have not previously been scheduled. Employee may schedule orientation on day not scheduled at the facility.

- B. BPHCC will provide advance notice of available shifts when possible. All Providers will be notified. Shifts will be assigned to Providers based on first response and with consideration of cost.
- C. In the event a specific Provider is consistently unable to fill shifts, despite status as the low bid Provider, BPHCC reserves the right to assign the shift to another Provider with a better fill rate.
- D. Urgent requests will be assigned to the provider on a first response basis.
- E. When requests are made less than two hours prior to the shift time, BPHCC will be billed by the Provider for eight hours from the time the shift would normally begin.
- F. If the Provider is unable to fill a shift for BPHCC, the Provider will contact BPHCC at least two hours before the start of the shift and inform BPHCC of the situation.

XII. Cancellation of Nursing Services:

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

XIII. Right of BPHCC to Dismiss:

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

XIV. BPHCC Rules And Regulations:

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

XV. Compensation:

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

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

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

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

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

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

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

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

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

XVI. Pricing:

- A. Bids may be submitted for any or all job categories and in any combination.
- B. Bids will be awarded by separate job category or in any combination of job categories, whichever is deemed to be most advantageous to Dane County.
- C. Bidders shall specify the hourly rate to be charged Dane County for each category for the day and shift time as indicated in the pricing schedule. That hourly rate must provide for employees assigned to BPHCC to be paid the minimum Dane County Living Wage Hourly Rate of \$8.49.
- D. Bidders shall complete two pricing schedules as follows:  
Schedule 1, RN's, LPN's and CNA's for the period January 1, 2002 - December 31, 2002.  
  
Schedule 2, Charge Nurses for the period January 1, 2002 - December 31, 2002.
- E. **Abbreviations** - The following abbreviations are used in the proposed schedules of rates:  
M-F Monday through Friday  
S-S Saturday and Sunday  
RN Registered Nurse  
LPN Licensed Practical Nurse  
CNA Certified Nursing Assistant

## Pricing

### SCHEDULE 1

The following hourly billing rates are proposed by the Provider for the period January 1, 2002 through December 31, 2002, for RNs, LPNs, and CNAs. Employees must be paid the at least the minimum Living Wage Rate of \$8.49 per hour.

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

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

### SCHEDULE 2

The following hourly billing rates are proposed by the Provider for the period January 1, 2002 through December 31, 2002, for CHARGE NURSE assignments. Employees must be paid the at least the minimum Living Wage Rate of \$8.49 per hour.

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

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

**SIGNATURE AFFIDAVIT**

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

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

\_\_\_\_\_  
Name (Type or Print) Title

\_\_\_\_\_  
Signature Firm

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

\_\_\_\_\_  
Telephone Fax E-Mail

\_\_\_\_\_  
Date

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

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

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. 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~~ 200 **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 it's 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.

# COUNTY OF DANE

## Purchase of Services Agreement

Number of Pages, including schedules: \_\_\_\_\_

Agreement No. \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Authority: Res. \_\_\_\_\_, 2001-2002

Department: \_\_\_\_\_

Maximum Cost: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

### WITNESSETH:

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

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_,  
is able and willing to provide such services;

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

1. The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to by the parties. In any event, PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE and upon the failure of PROVIDER to do so by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in the bid specifications, RFP or Schedule A. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement unless otherwise specified in Schedule A.
2. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
3. PROVIDER shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of COUNTY unless permitted otherwise by the bid specifications, RFP or Schedule A, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of

assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Notice of any such assignment or transfer shall be furnished promptly to COUNTY.

4. If, through any cause, PROVIDER shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if PROVIDER shall violate any of the covenants or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER of such termination and specifying the effective date thereof. There shall be no other termination of this Agreement, during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP or Schedule A.
5. In the event COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in paragraph 4 above, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
6. If during the term of this Agreement, the Dane County Board of Supervisors shall fail to appropriate sufficient funds to carry out COUNTY's obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to PROVIDER. 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.
7. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified in the attached Schedule B, incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or any of its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
8. PROVIDER agrees to make such reports as are required in the attached Schedule C, incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth in said Schedule C.
9. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
10. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
11. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
12. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the

services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

13. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of paragraph 12 above, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
14. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
15. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in paragraphs 12, 13 and 14 above, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
16. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
17. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

18. PROVIDER is subject to this paragraph only if PROVIDER has 20 or more employees and receives \$20,000 or more in annual contracts with COUNTY. PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
19. In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer."
20. PROVIDER agrees to furnish all information and reports required by 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.
21. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
22. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
23. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
24. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
25. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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

**FOR PROVIDER:**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

KATHLEEN M. FALK, County Executive

Date Signed: \_\_\_\_\_

JOSEPH T. PARISI, County Clerk

\* [print name and title, below signature line of any person signing this document]  
rev. 07/00

# 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