

## **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**  
**County of Dane, Wisconsin**  
*Consolidated Foods Service*

**Dairy Products**  
**BID #5252**

Bids must be received  
no later than  
2:00 PM, December 12, 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 #5252  
Dairy Products  
2:00 p.m., December 12, 2001
3. Mail or Deliver to:  
DANE COUNTY PURCHASING DIVISION  
ROOM 425 CITY-COUNTY BLDG  
210 MARTIN LUTHER KING JR BLVD  
MADISON WI 53703-3345

For further information regarding this bid,  
contact June Buchanan at (608) 266-4133

Issued by  
Dane County Purchasing Division  
Department of Administration

November 26, 2001

FAX BIDS AND LATE BIDS WILL BE REJECTED

## **Dairy Products** **Specifications**

The Dane County Purchasing Agent will receive sealed bids to furnish and deliver Dairy Products as specified below for a period of one (1) year beginning January 1, 2002, through December 31, 2002, to various locations in Dane County: Dane County Consolidated Food Service, Dane County Jail, William Ferris Center (Huber Law Facility), Public Safety Building, Juvenile Shelter Home, and Juvenile Shelter Home.

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

Eggs furnished by the successful bidder shall meet required standards established by the State of Wisconsin Department of Agriculture, Food Division. Upon receipt of award, the successful bidder shall notify Terri Wenger of the Food Division at (608) 224-4714 and request inspections to be made at delivery points to ensure the eggs meet required standards.

### Age of Products:

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

### Stocking:

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

### Containers:

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

Product Temperature Constancy:

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

Deliveries:

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

Vendor shall make deliveries to Dane County Consolidated Food Service, Verona, Wisconsin, three times each week between the hours of 6:00 a.m. to 9:00 a.m. Deliveries on Monday, Wednesday and Friday are preferred.

Vendor shall make deliveries to the Dane County Jail, William Ferris Center, and Public Safety Building, Madison, Wisconsin, three times each week between the hours of 4:00 a.m. to 5:30 a.m. and/or 7:00 a.m. to 8:30 a.m. Deliveries on Monday, Wednesday and Friday are preferred.

Vendor shall make deliveries to the Dane County Shelter Home, 2402 Atwood Avenue, Madison, Wisconsin, once or twice weekly between the hours of 7:00 a.m. and 9:00 a.m. The Shelter Home Manager will work with the successful bidder to establish a weekly schedule.

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

Dane County Consolidated Food Service  
1100 East Verona Avenue  
Verona WI 53593

William Ferris Center  
2120 Rimrock Road  
Madison WI 53713

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

Dane County Shelter Home  
2402 Atwood Avenue  
Madison WI 53704

Public Safety Building  
115 West Doty Street  
Madison WI 53703

Delivery Failures:

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

Alternate Bids:

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

Escalator Clause:

The milk prices quoted shall be subject to increase or decrease once a month in the event of an increase or decrease in the cost of raw milk as set by the USDA Federal Milk Market Administrator Chicago Order #30. Adjustment shall be .0012 per point for each .05 increase or decrease per CWT. The present bid shall be submitted on December 2001, Class 1 milk price as set by the Federal Milk Market Administrator. Increase or decrease in change of price on the part of the vendor must receive approval of the Purchasing Manager, 210 Martin Luther King Jr. Blvd., Room 425, Madison, Wisconsin, 53703-3345, not less than three (3) working days preceding such request or change of price. If the price proposed by the contractor appears to be questionable, the contractor shall substantiate his price proposal to the satisfaction of the Dane County Purchasing Coordinator.

Termination:

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

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

4. Failure to provide prompt and accurate invoices.

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

Estimated Quantities:

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

Contract Award:

This bid is to be considered in full, and no division or part thereof will be contracted for separately.

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

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

## PRICE SUMMARY

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

### Dairy

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Vitamin "D" Milk	1/2 pt	10,000 1/2 pts	____/1/2 pt	_____
2.	2% Milk	Indv. gal	55,000 gal	____/gal	_____
3.	2% Milk	1/2 pt	295,200 1/2 pt	____/1/2 pt	_____
4.	Ind. Half & Half Creamers	348/case	85 cases	____/case	_____
5.	Skim Milk	1/2 pt	36,500 1/2 pt	____/1/2 pt	_____
6.	Chocolate Milk, 1%	1/2 pt	20,000 1/2 pt	____/1/2 pt	_____
7.	Lowfat Cottage Cheese, 1% milkfat or less	5 lbs	1,500 lbs	____/5 lbs	_____
8.	Corn Oil Margarine Solids	36 lbs/cs	25,500 lbs	____/lb	_____
9.	Corn Oil Margarine Pats	12 lb/cs	5,000 lbs	____/lb	_____
10.	Yogurt, Plain	5 lbs	550 lbs	____/5 lbs	_____
11.	Yogurt, Variety	6 oz.	3,500 each	____/ea	_____
12.	Sour Cream	5 lbs	700 lbs	____/lb	_____
13.	Frozen Whole Eggs	5 lbs	750 lbs	____/lb	_____
				Total Proposal #1	\$ _____

### Butter

1.	Butter, pat trays, reddis	15 lb/cs	250 lbs	____/lb	
2.	Butter solids	36 lb/cs	875 lbs	____/lb	\$ _____

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

**Eggs**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Grade AA White Eggs (80% minimum content on large size)	dozen	500 dozen	\$____/dozen	\$ _____

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

**Dispenser Milk**

The following product is to be delivered to the Dane County Shelter Home, 2402 Atwood Avenue, Madison, Wisconsin.

Deliveries shall be made three times each week (Monday, Wednesday and Friday) between the hours of 6:00 a.m. and 7:00 a.m. Quantities to be delivered will be placed by telephone the day preceding delivery.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>5-Gal. Price</u>
1.	2% Milk	5-Gallon Dispenser	1,500 Gal.	_____/Gal.	\$ _____

**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 **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.