



Request for Proposal (RFP)

for

**County of Dane, Wisconsin
Dane County Cultural Affairs Commission**

Dane County Art Posters

RFP #105143

Proposals must be submitted
no later than
Tuesday, December 6, 2005

For further information regarding this
RFP, contact Carolyn Clow at (608) 266-4966.

Issued by
Dane County Purchasing Division
Department of Administration

November 10, 2005

FAX AND LATE PROPOSALS WILL BE REJECTED

#105143

Dane County Vendor Registration Program

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <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 for your bid to be considered for an award.

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1.0 GENERAL INFORMATION

1.1 Introduction

The Dane County Cultural Affairs Commission, an agency of County government, plans to produce the 2006 Dane County Art Poster and related bookmarks. To print the edition of posters and bookmarks, the Commission is now soliciting proposals from printing firms.

1.2 Scope of the Project

Print a 4-color plus two PMS color (color-fast ink), plus overall aqueous coating, poster on 100 lb. premium quality, high gloss offset enamel cover stock (one side) on a 28" x 40" sheet. Finished poster size is 26" x 30" plus nine 2.5" by 9" bookmarks (trimmed size) with step-and-repeat detail image of the original poster art. Size of art image on poster is 16" x 25.75." Image requires high resolution scan from a 4" x 5" transparency. Posters shall be packaged, wrapped, and delivered FOB Destination Inside Delivery to the Dane County Cultural Affairs Commission Office by February 10, 2006. The Cultural Affairs Office address is: Room 421, 210 Martin Luther King Jr. Blvd., Madison, WI 53703-3342.

1.3 Procuring and Contracting Department/Division

This Request for Proposal (RFP) is issued by Dane County, Department of Administration, Purchasing Division, which is the sole point of contact for the County during the selection process. The person responsible for managing the procurement process is Carolyn Clow, Purchasing Agent.

The contract resulting from this RFP will be administered by the Dane County Cultural Affairs Director, Lynne Eich.

1.4 Definitions

The following definitions are used throughout the RFP.

County means Dane County Cultural Affairs Commission.

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.5 Clarification and/or revisions to the specifications and requirements.

Any questions concerning this RFP must be submitted in writing by mail , fax or e-mail on or before 4:00 p.m. on November 28, 2005 to:

Carolyn Clow, Purchasing Agent
Dane County Purchasing Division
Room 425, City-County Building
210 Martin Luther King Jr. Blvd.
Madison WI 53703-3345
Clow@co.dane.wi.us
Voice: (608)266-4966 Fax: (608)266-4425

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm .

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

1.6 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at 608/266-4131 (voice) or 608/266-4941 (TTY).

1.7 Calendar of Events

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

Date	Event
November 10, 2005	Date of RFP Issue
November 28, 2005 @ 4:00 p.m.	Deadline for questions
December 6, 2005 @ 2:00 p.m.	Proposals due from vendors.
mid-December 2005	Award of RFP

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall be completed by February 10, 2006. This contract may be extended for four additional one-year printings if mutually agreed upon by the County and successful vendor.

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

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

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining

reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Submitting the Proposal

Proposers must submit an original and two (2) copies of all materials required for acceptance of their proposal by the 2:00 p.m. on December 6, 2006 to:

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

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

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title, **Art Poster**
- Request for proposal number, **105143**
- Proposal due date, **December 6, 2005**

2.5 Proposal Organization and Format

Each proposer shall be required to include the following items in their proposal. Exclusion of any of these items could be grounds for proposal rejection by the Dane County Cultural Affairs Commission evaluation team in analyzing your proposal and will include:

- Section 1 Introduction
- Section 2 Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications
 - References
- Section 3 Response to technical requirements (See Section 5 of this RFP). Include a description of the level of services that your company intends to provide, demonstrating a clear understanding of the work to be performed.
- Section 4 Cost proposal (See Section 6 of this RFP)
- Section 5 Required forms (See Section 7 of this RFP)
 - Attachment A Signature Affidavit
 - Attachment B Vendor Data Sheet
 - Attachment C Reference Data Sheet
 - Attachment D Designation of Confidential and Proprietary Information
 - Attachment E Cost Summary Sheet
- Section 6 Appendix (additional Information the proposer submits) including sample 4-color similar print jobs.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

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

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<u>Description</u>	
• Quality of the work samples (similar to the proposed project) submitted by the printing company; only one set required.	25
• Evidence of experienced, competent personnel; written assurance that a single, identified sales representative will oversee the provision of services throughout the printing process.	10
• Written assurance that the vendor will make arrangements to allow a representative of Dane County to be present during the press run.	10
• Staff qualifications and press facilities.	20
• References	5
• Technical requirements	10
• Cost	<u>20</u>
TOTAL	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

4.2 Organization Capabilities

Describe your experience and capabilities in providing similar services and products to those required. Be specific and identify projects, dates, and results. Attach a minimum of three final work products for related projects.

4.3 Staff Qualifications and Printing Facility

Provide resumes describing the educational and work experiences for the key staff assigned to the project, and specifically describe their involvement in the project. Identify a project manager.

Include a description of the equipment and facilities that will be used to produce the poster and bookmarks.

4.4 Proposer References

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

4.5 Mandatory Requirements

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

- 4.5.1 Proposer must have experience with similar projects, and equipment to complete the job.
- 4.5.2 Proposer must be able to deliver posters and bookmarks on or prior to February 10, 2006.
- 4.5.3 Proposer shall provide written assurance that arrangements will be made to allow representatives of the Dane County Cultural Affairs Commission to be present during the press run. The cost of two representatives to be present during the press run will be a consideration in the award of proposal.

5.0 TECHNICAL REQUIREMENTS

5.1 Description

The 2006 Dane County poster and companion bookmarks feature art reproduction which requires the highest quality printing. The project shall be printed on 100 lb. 28" x 40" premium quality, gloss offset enamel cover stock sheet (one side); bleed four sides. Each printed sheet to include one 26"x30" poster plus nine 2.5" x 9" bookmarks with step-and-repeat detail image of the original poster art.

Poster and bookmarks will be printed in four-color process plus overall aqueous coating, with two PMS colors for type and color band at bottom, bleed four sides. The poster will add a screen tint process color as background to accommodate all text. Printer will furnish a high resolution scan of art from a 4" x 5" transparency provided by the Cultural Affairs Commission. Image to be enlarged by printer to 16" x 25.75". Bookmarks, printed with a step and repeat detail image from original poster art, will add the same screen tint color to accommodate text.

5.2 Quantity

Quotes requested for poster & bookmark quantities of;

Posters	Bookmarks
8,000	72,000
10,000	90,000
12,000	108,000

Five percent (5%) overage is allowed, no underage.

5.3 Prep Work

Printer must scan 4" x 5" color transparency, furnish negatives and provide imposition and proofs digital files of type, layout and keylines furnished on disk.

5.4 Press Proof

Dane County shall have approval of press proof prior to printing.

5.5 Press Run

Proposer shall provide written assurance that arrangements will be made to allow representatives of the Dane County Cultural Affairs Commission to be present during the press run. The cost of two representatives to be present during the press run will be a consideration in the award of bid.

5.6 Press:

A press capable of 6-color process, plus varnish, is required. This job requires the highest standard of printing, and Dane County reserves the right to accept or reject a printer based on equipment available to complete the job, and samples of four-color art reproductions submitted with the RFP.

5.7 Stock

80# premium quality, high gloss, offset enamel cover stock (one side). Samples shall be furnished upon request.

5.8 Finishing

Trim and package 26" x 30" poster and 2.5" x 9" bookmarks.

5.9 Packaging/Delivery

Posters and bookmarks must be packaged, wrapped and delivered FOB Destination Inside Delivery to:

Dane County Cultural Affairs Commission
Room 421 City-County Building
210 Martin Luther King Jr. Blvd.
Madison WI 53703-3342

***Please note:** A digital printing process will not be accepted as an alternate for this project. The 4x5 color transparency ensures the maximum quality reproduction of the image, as the transparency will guarantee the highest resolution image.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Two (2) copies of the cost proposal must be submitted in a separate envelope with the written proposal. The cost proposal will be scored using a standard quantitative calculation where the most points will be awarded to the proposal with the lowest cost. Various costing methodologies and models are available to analyze the cost information submitted to determine the lowest costs to the County. The County will select one method and use it consistently throughout its analysis.

6.2 Format for Submitting Cost Proposals.

Submit on Attachment E. Cost Summary Sheet.

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 60 days starting on the due date for proposals.

7.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Cost Summary Sheet

SIGNATURE AFFIDAVIT

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

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

Name (Type or Print) Title

Signature Firm

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

Telephone Fax E-Mail

Date

VENDOR DATA SHEET

1. **Proposing Company Name** _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

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

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

3. **All vendors that are awarded \$20,000 or more on this contract will be Required to Submit Affirmative Action Information to the Department. Please list the Person in your Company we can contact about this plan.**

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

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

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

REFERENCE DATA SHEET

FOR VENDOR:

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

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

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

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

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

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

ATTACHMENT D

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

Section	Page Number	Topic

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

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

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

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

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

Signature-Authorized Representative	Company Name
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Print Name-Authorized Representative	Date
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COST SUMMARY SHEET

ITEM DESCRIPTION	COST
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Posters	Bookmarks	Cost
8,000	72,000	\$
10,000	90,000	\$
12,000	108,000	\$

Percentage increase for 2007 poster & bookmarks _____%

Percentage increase for 2008 poster & bookmarks _____%

Percentage increase for 2009 poster & bookmarks _____%

Percentage increase for 2010 poster & bookmarks _____%

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

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

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

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

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

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

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea., etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price,

the unit price shall govern in the bid evaluation and contract administration.

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

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

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted

vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability,

marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords., and the provisions of this Agreement.

16.5 *Americans with Disabilities Act*: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous

chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

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

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

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is

further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

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

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

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

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

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

23.0 **RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 **PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 **ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the County of Dane (purchaser). Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 **RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 **YEAR 2000 COMPLIANT:** Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a

merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

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

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

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.