

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 Proposal

County of Dane, Wisconsin
Department of Human Services

RFP #5165

Senior Nutrition Program Food Catering

Proposals must be received
no later than

2:00 p.m., November 14, 2001

SPECIAL INSTRUCTIONS:

1. Place the signed Signature Affidavit as the first page of your proposal.
2. Label the lower left corner of your sealed submittal envelope as follows:

RFP #5165
Senior Nutrition Program Food Catering
2:00 p.m., November 14, 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 proposal,
contact Melanie McIntosh at (608) 224-3602,
or e-mail mcintosh.melanie@co.dane.wi.us

Issued by
Dane County Purchasing Division
Department of Administration
October 17, 2001

LATE PROPOSALS AND FAXED PROPOSALS WILL BE REJECTED

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1.0 GENERAL INFORMATION

1.1 INTRODUCTION:

The Dane County Senior Nutrition Program was implemented by Dane County's Aging Program in 1973. It is administered by the Dane County Department of Human Services (DCDHS), Division of Adult Community Services, Area Agency on Aging of Dane County. The nutrition program is funded with Older Americans Act federal funds, local taxes and other resources and has a set of state and local rules to guide it. The purpose of the program is to prevent costly health problems related to nutrition and social isolation. Nutrition is one component of the comprehensive network of aging services provided by the DCDHS's Area Agency on Aging of Dane County for an increasing population of older people.

1.2 SCOPE OF THE PROJECT

1.2.1 Project Description

Senior nutrition programs are offered around the United States as a result of the Older Americans Act and federal, state, county and local government funding. The program provides catered meal services in 29 places across Dane County that are accessible to older people. The program operates those congregate sites so that community elders may come together for a nutritional meal and an educational or recreational program. The program also provides home-delivered meals (often called "Meals on Wheels").

The nutrition sites and home delivered meal programs are coordinated by the Area Agency on Aging of Dane County's (AAADC) Program Manager and Nutritionist. The Commission on Aging/AAADC Board of Directors provides consultation and oversight to the program, including decisions about the location of sites. As is the case with many Dane County services, the nutrition program is organized on a decentralized, local level. This allows the nutrition services to be integrated with other senior services.

The AAADC creates and monitors the contracts for meal catering as well as for site manager services through Dane County's senior centers and local senior service agencies. 16 of those agencies have been designated to serve as local focal points for senior services. Each of them provides a number of different senior services (such as case management, information and referral, and supportive home care) with funding from Dane County as well as other municipalities and charities. These agencies are often referred to as "focal point agencies". They include: Belleville, Colonial Club of Sun Prairie, Deforest Area Community Center, Oregon Senior Center, Southwestern Dane County Senior Services, Inc., Verona Senior Center, Stoughton Senior Center, Waunakee Senior Center, Middleton Senior Center, Northwest Dane Senior Services, McFarland Senior Outreach Office, Fitchburg Senior Center, the Madison Senior Coalitions (West, South, East/Monona, and NorthEast).

The senior focal point agencies have contractual arrangements with Dane County to provide the locations for congregate meals, organize volunteer staff at the sites, develop programs in conjunction with the meals, assure food safety, and serve and deliver home-delivered meals. Dane County contracts with a number of agencies to arrange and supervise meal sites. The county also contracts with caterers to provide the food to those sites. This RFP represents the catering for the majority of senior meal sites. The program may be catered by one or more companies, depending on the areas for which bids are received and the evaluation of the competitive proposals.

1.2.2 Objectives

The objectives of the Senior Nutrition Program are:

- 1) to provide nutritious meals to persons 60 years of age or older in congregate sites that also provide opportunities for learning and socialization to assist seniors to stay healthy and active in their communities and
- 2) to provide home-delivered meals for participants with health conditions and functional difficulties which make it difficult for them to attend a congregate site.

An overall goal of the senior nutrition program is to have each meal provide significant sources of the required daily nutrients (RDA) including about one-third of the required daily calories of approximately 1,700 calories per day. As a result, the menus and recipes for the meals are analyzed for nutritional value. This is currently done by the AAADC Nutritionist or by a dietician hired by the caterers.

Any person over 60 years of age (and a spouse under 60) is welcome to eat at a congregate meal program at any site. One-day advance notice of attendance at a site is important so they can accommodate any individual with a meal. If a person requests a home-delivered meal, a case manager from the nearest senior focal point agency will visit the person at their home to do an assessment of the person's needs. If they are found not to need home-delivered meals, they are invited to attend a congregate site and may be assisted with transportation and related needs.

All participants are expected to contribute to the cost of the meal through a donation that they can afford. It is a long tradition of the Older American's Act to avoid requiring income eligibility. Instead, the seniors themselves are asked to determine what they can afford to contribute. It is against the regulations to make a specific charge for the meals for seniors, but full cost of the meals are required if a person is eating at a site who is not 60 years of age or older. An exception to this is made for persons with disabilities who

reside in a housing unit that contains a nutrition site. These people are asked to contribute donations as well. Participants for meals contributed an average donation of \$1.69 per meal in 2000.

1.2.3 Current Operations

A substantial number of the Dane County Senior Nutrition Program sites are served by the caterer(s) funded under this request for proposals (see map in Appendices). However, some localities in Dane County have standing contracts with their school systems or other catering companies. This RFP addresses the localities that were served primarily by one catering contract from 1994 to the present. Both congregate and home-delivered meals are provided by the sites listed in the Attachment E. The Area Agency on Aging of Dane County may, in conjunction with their Board of Directors, develop program improvements and enhancements over the course of the catering contract(s) and will engage the providers in such changes.

This RFP involves 17 nutrition program sites in the City of Madison and surrounding communities. The RFP is divided into discreet “regions” of the county. Applicants for this RFP may propose to serve one or more of the regions described in the Attachment E.

While estimates are provided for each region of the county, approximately 148,400 meals were served to Dane County’s elderly at all the sites together through this program in 2000. It is estimated that approximately 148,000 meals will be served in 2002.

All meal planning for this RFP will be supervised by the Area Agency on Aging of Dane County’s Nutritionist. If the contracted caterer employs a registered dietician who can provide nutrient analyses of the meals and menus, the AAADC Nutritionist will review the menus. In other cases, the Nutritionist will work directly with the caterer to plan the meals. The Nutritionist also seeks the cooperation of local nutrition program site managers and participants in meal planning and ideas. Meals are not served on nationally observed holidays and may be canceled due to inclement weather or emergencies.

AAADC operates a quality assurance and improvement process that provides the daily opportunity for customers and site managers to provide positive and negative feedback to the Nutritionist. On a monthly basis, the Nutritionist summarizes the data received and presents it to the caterers at individual quality review and planning sessions. These sessions take place at the caterer’s office and at nutrition sites alternately.

Another part of the AAADC's quality improvement program is to invite consumers themselves to propose menus for the future. These ideas are reviewed by the Nutritionist and caterer and adapted or simply integrated into a future menu.

Other quality improvement processes include the monthly meeting of the Commission on Aging's Sub-Committee on Nutrition and Prevention. This group of county board members, registered dieticians and elder citizens, meets monthly at a different meal site and reviews the menu, food preparation, site organization and programs. On these occasions, consumers of the program are invited to provide feedback to the committee members. The meetings receive staff support from Area Agency on Aging of Dane County staff.

In addition to coordination and oversight of the nutrition program, the Area Agency on Aging of Dane County provides direct services to older persons who are at risk of abuse or neglect or self-neglect. It also provides advocacy, information and assistance, and planning services on issues related to the interests and well being of older people in Dane County. In addition, the agency unit also develops and manages purchase of services contracts with community agencies. In addition to the nutrition program, services provided under contracts include: mental health crisis intervention, home modifications and adaptive aids, home care, transportation, senior outreach and case management services.

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 June Buchanan.

The contract(s) resulting from this RFP will be administered by the Area Agency on Aging of Dane County, Department of Human Services. The contract administrator will be Melanie McIntosh, Area Agency on Aging of Dane County, Dane County Department of Human Services.

The Area Agency on Aging of Dane County is a sub-unit of the Adult Community Services Division of the Human Services Department which administers the Community Options Program and related Medicaid Waiver Programs that help people remain in their homes and communities despite disabilities.

1.4 Definitions

The following definitions are used throughout the RFP:

County means Dane County, Department of Human Services

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 on or before 2:00 p.m. on October 23, 2001 to:

Melanie McIntosh
Area Agency on Aging of Dane County
1955 W. Broadway
Madison, Wisconsin 53713
608/ 224-3602

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 provided to all recipients of this initial RFP.

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

1.6 Pre-proposal Conference

A vendor conference will be held on October 24, 2001 at 2:00 p.m. at the Area Agency on Aging of Dane County, 1955 W. Broadway, Madison, Wisconsin to respond to written questions and to provide any needed additional instruction to vendors on the submission of proposals. If no questions are received, the County reserves the right to cancel the vendor conference. All vendors who intend to respond to the RFP should attend the vendor conference.

1.7 Reasonable Accommodations

The Area Agency on Aging of Dane 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 vendor conference, contact the Department of Human Services at (608) 242-6286 or (608) 242-6279 TTY.

1.8 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.

<u>DATES</u>	<u>EVENT</u>
October 17, 2001	Date of Issue of the RFP
October 23, 2001	Last day for submitting written inquiries
October 24, 2001	Vendor conference
October 29, 2001	Mail notification to vendors of supplements or revisions to the RFP
November 14, 2001	Proposals due from vendors
November 26, 2001	Notification of intent to award sent to vendors
January 1, 2002	Contract start date

1.9 Contract Term and Funding

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

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 on-site visits or 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 6 copies of all materials required for acceptance of their proposal by November 14, 2001 by 2:00 p.m. CST 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, **Senior Nutrition Program**
- Request for proposal number, **#5165**
- Proposal due date, **November 14, 2001 @ 2:00 p.m.**

2.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 X 11 inch paper and be bound together securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. **Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.**

The RFP sections which should be submitted or responded to are:

- 2.5.1 Signature Affidavit Page
- 2.5.2 General Requirements -Experience
- 2.5.3 Capacity- Implementation and Service Delivery Plan
- 2.5.4 Administration and Organizational Structure
- 2.5.5 Sanitation Regulations and Standards
- 2.5.6 References/Consumer Satisfaction
- 2.5.7 Costs

2.6 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple proposals.

2.7 Oral Presentations and Site Visits

Selected vendors may be required to make oral presentations and/or site visits to supplement their proposals if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the Division of Adult Community Services on the date scheduled may result in rejection of the vendor's proposal.

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>	<u>Percent</u>
3.4.1 General Requirements	16 %
a) Experience in Catering	
b) Experience and Knowledge of Elderly Nutrition of Needs and Preferences	
c) Experience in serving a Comparable Number of meals and a Comparable Geographic Area	
3.4.2 Capacity	16%
a) Capacity to Order and Store Unprepared Food	
b) Capacity to Prepare Meals	
c) Capacity to Transport and Deliver Hot and Cold Foods and Beverages	

3.4.3 Sanitation 16 %

- a) Status of Sanitation Based on Copy of Most Recent Sanitation Report
- b) Staff Training in Sanitation
- c) Adequacy of Facility and Equipment Used in Food Preparation, Food
- d) Delivery, and Food Storage

3.4.4 Administration and Organizational Structure 16 %

- a) Organization Structure
- b) Staffing Pattern
- c) Staff Training and Supervision
- d) Financial Status and Accountability

3.4.5 References/Consumer Satisfaction 16 %

- a) Three References with Comments regarding the Organization and Staff
- b) Three References with Comments regarding Food Quality and Variety

3.4.6 Cost 20 %

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 Organization Capabilities

Describe the firm's experience and capabilities in providing similar services to those required - elderly population, numbers and geographic area. Be specific and identify projects, dates, and results.

4.1.1 Explain in detail:

- the number of meals prepared daily for delivery to multiple sites
- the distance and time required from preparation site to consumer site for delivery in multiple locations.
- the service area in terms of geographic coverage and number of multiple sites required
- the length of time indicating specific year(s) in which service was provided, and
- the name and address of person(s) who can provide performance evaluations.

4.1.2 Describe current meals being prepared each day at your facility and to whom they are being served. Please include information regarding the quality of the food being served.

4.1.3 Describe organization's familiarity with Elderly Nutrition Program operation and age-specific needs of the consumer population.

4.2 Capacity: Implementation and Service Delivery Plan

4.2.1 Describe in detail the methods that will be used to develop and implement the services under this contract, including storage of food, preparation of meals, and transportation and delivery of meals to sites.

4.2.2 Describe also how much of an expansion of services and/or equipment (ovens, ranges, delivery containers, etc.) is anticipated to meet the requirements of this RFP.

4.3 Administration and Organizational Structure

4.3.1 Indicate management, supervision, and line staffing patterns and any changes in them that will be needed to meet the terms, conditions and specifications of the RFP.

4.4 Staff Qualifications and Training

4.4.1 Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

4.4.2 Describe food service training provided for employees, supervisors and managers indicating frequency, content and relationship to proposed service; training responsibility and planning roles; principles and practices of food service sanitation.

4.5 Sanitation Regulations and Standards

Describe how the current and proposed food service operations are meeting government standards in relation to the following:

4.5.1 Food Care

4.5.1 Personnel

4.5.3 Equipment and Utensils

4.5.4 Cleaning, Sanitation, and Storage of Equipment and Utensils

4.5.5 Sanitation Facilities and Controls

4.5.6 Construction and Maintenance of Physical Facilities

4.5.7 Mobile Units

4.5.8 Compliance Procedures

4.5.9 Provide latest sanitation inspection report

4.6 Proposer References

4.6.1 Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), that can be used as references for work performed in the area of service required.

4.6.2 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.

4.7 Mandatory Requirements

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

4.7.1 Mandatory 1: **Meal Cost Breakdown**

In accordance with the State of Wisconsin requirements, the firm shall provide a per unit cost breakdown to the Department of Human Service's Nutrition Program Manager *every 6 months* which must include:

- raw food cost
- labor
- transportation
- profit
- disposable supplies for home delivered meals or other use

4.7.2 Mandatory 2: **Compliance With Regulations And Laws**

The successful firm shall comply with all Federal, State and local laws, regulations and policies governing the preparing, handling and transportation of food; shall procure and keep in effect all necessary licenses, permits and food handler's cards as are required by law, including a restaurant/catering license and shall post licenses, permits and cards in a prominent place within the meal preparation areas, as required. The successful firm shall comply with all applicable Federal, State and local laws, regulations and policies pertaining to wages and hours of employment.

4.7.3 Mandatory 3: **Food Standards And Quality**

A. Minimum grades of foods to be used:

1. Meats:

Beef - USDA choice, closely trimmed. When ground beef is used it must contain no greater than 20% fat with no additives.

Pork - US #1 grade with a minimum of fat.

2. Poultry:

USDA Grade A.

3. Eggs:

USDA Grade A large; should be free of cracks. Dried, liquid or frozen eggs must be pasteurized.

4. Dairy Products:

USDA Grade A one-half pint containers of 2% and skim milk that is Vitamin D fortified must be used. Milk must be fresh.

5. Fish:

Fish must be frozen and packed by a nationally branded provider. It must be firm with no slime or off odors.

6. Vegetables:

Fresh - US #1 quality or better. Frozen - USDA Grade A.

7. Fruit:

Fresh - US #1 quality or better. Frozen - USDA Grade A. Canned fruits must be packed in natural juice or water.

8. TVP and Meat Extenders:

All TVP must bear a label identifying the product as being acceptable to the USDA. It must only be used in combination with meat and must not exceed a ratio of 20% TVP to 80% meat hydrated form).

- B. Food, at all times, must be prepared in a means that maximizes its palatability and appearance while at the same time maintaining its nutritional value.

4.7.4 **Mandatory 4. Menu Standards**

- A. Each meal must provide one-third the current Recommended Dietary Allowance (RDA) established by the Food and Nutrition Board of the National Academy of Sciences - National Research Council.
- B. The meal pattern described below must be used as a basis for developing menus.

1. Meat or Meat Alternate Group

One serving (*3 ounces*)- this group includes the cooked, edible portion of meat, fish, fowl, luncheon meats, eggs or cheese. Meat alternatives may be used occasionally for variety and may include cooked or dried beans or peas, nuts or nut butter. Fat, skin and bones may not count toward the required portion size.

Meat alternatives for one ounce of cooked lean meat include:

1 egg

1 oz. of natural cheese or 1 1/2 oz. of processed cheese

1/4 cup of cottage cheese

1/2 cup cooked dried beans or peas (garbanzos, lentils, soybeans or other legumes)

2 T. peanut butter

The use of cured and processed meats (ham, smoked or polish sausage, corned beef, wieners or dried beef) shall be served no more than once per week. Fillers or breading used in the preparation of meat are not to be counted as part of the required portion size.

C. Vegetables and Fruit Group

1. Two (one-half cup) servings.
2. All vegetables and all fruits may be used.
3. Full-strength (100%) vegetable and fruit juices may be used occasionally.
4. Molded salads may count as a fruit/vegetable serving if each serving contains 1/2 cup of fruit/vegetable. Potatoes may count as a vegetable serving. Instant or dehydrated potatoes must be enriched with vitamin C.
5. Vegetables shall be prepared with little or no fat.
6. Whenever possible, fresh or frozen vegetables shall be used.
7. Raw vegetables should be served seasonally and a minimum of two times per month and should be cut fine to accommodate dental and digestive problems.
8. Fresh fruits should be served a minimum of three times per month.
9. Canned fruits must be packed in natural juice or water.

D. Bread or Bread Alternate Group

1. Two servings (two slices). * (New state requirement)
2. Whole grain breads (*fiber minimum of 2g*) must be served a minimum of three times per week.
3. Enriched breads or alternatives may be served the remaining days per week.
4. One serving of a bread alternate includes the following:
 - 1 small muffin
 - 1 /2 bagel
 - 1 biscuit, 2-1/2" in diameter
 - 1 corn bread, 2" cake
 - 6 crackers
 - 1/2 cup rice
 - 1/2 cup noodles, pasta
 - 1 /2 cup dressing/stuffing
5. Bread alternates may include enriched or whole-grain cereals or pasta dumplings, tortillas, pancakes and waffles.

D. Butter or fortified Corn, Soybean, Sunflower or Safflower Oil Margarine Butter - one serving (one teaspoon) or margarine – one serving (one teaspoon) to be used with bread. An additional serving is to be served with potatoes when gravy or sauce is not planned.

E. Dessert Group

1. One serving (one-half cup).
2. Fruit shall be served a minimum of three times per week.
3. Medium fat desserts can be served no more than two times per week puddings, fruit crisps, custards, and cookies).
4. If high fat desserts are used, they may be served no more than three times per month.
5. All desserts should be prepared with ingredients that are nutrient dense.

F. Milk Group

1. One serving (one-half pint).
2. Fortified skim (fat-free) or 2% low-fat milk must be used.
3. One-half pint individual cartons of milk are to be served.

- G. Additional menu specifications are listed below:
1. No deep fat fried foods are allowed. Provider shall attempt to reduce the amount of fat in food served by serving more fish, poultry, lean meats and low fat dairy products. Meat/entrees shall be prepared with little or no added fat.
 2. No foods shall be prepared with coconut oil, palm oil, lard or other animal fat.
 3. Provider shall choose meat/entrees that are relatively low in sodium. No salt is to be added when cooking.
 4. At least twice per week, the menu must include a food item which is a rich source of Vitamin A such as broccoli, carrots, winter squash, sweet potatoes, spinach, tomatoes, cantaloupe, peaches, apricots, plums, and pumpkin.
 5. Each day's menu must include one good or excellent source of Vitamin C. These foods include: asparagus, broccoli, cabbage, green pepper, potatoes, spinach, tomatoes, cantaloupe, grapefruit, oranges, strawberries and tangerines.

5.0 TECHNICAL REQUIREMENTS

5.1 MENU DEVELOPMENT PROCESS

A. Menus

1. Menus will be planned by the Dane County Nutritionist in collaboration with the caterer (s) unless the caterer employs a nutritionist. In the latter case, the caterer will submit the menus to the Dane County Senior Meal Program nutritionist for review.
2. Monthly Meetings: The caterer and the Nutritionist affiliated with the Area Agency on Aging of Dane County, shall consult at least monthly for any necessary menu revisions based on the availability of seasonal fruits and vegetables, holiday meal requirements and meal quality information expressed to the Dane County Aging Program by nutrition site managers and providers.
3. Any necessary revision to menus shall be provided by the caterer to the nutritionist in adequate time for publication in nutrition provider newsletters and for posting at each meal site as required

in the nutrition regulations to inform participants of menu content (i.e., June revisions available by May 1).

4. The firm providing catered meals is expected to conform to the agreed upon menus resulting from the monthly meetings with the nutritionist or the nutrition program manager.
5. Deviations from the menu or substitutions are not permitted without prior discussion with and approval of the Area Agency on Aging of Dane County.
6. The caterer is responsible for notification of menu modifications to nutrition site managers and providers following approval .

B. Recipes

In order to analyze the nutrient value of each meal, the firm under contract must provide standard recipes to the County Nutritionist or provide the nutritional analysis of pre-packaged foods or provide a nutritional analysis to the County Nutritionist.

5.2 Mandatory Requirement: MEAL QUALITY STANDARDS

- 5.2.1 The quality of food prepared and delivered shall be: pleasing to the eye, appetizing, palatable, and of such color, texture, size and shape considered appropriate to the food items served.
- 5.2.2 Special needs of older people shall be considered in all planning, food selection and preparation.
- 5.2.3 Each daily menu shall, on average, provide one-third (1/3) of the current recommended Dietary Allowance established by the Food and Nutrition Board of the National Research Council. Menu guidelines prepared by the nutritionist, consultation and approval of any substitution or menu modifications shall assure this standard.
- 5.2.4 Each week's menu shall include, at a minimum, three foods which are rich sources of Vitamin A and three foods which are rich sources of Vitamin C.
- 5.2.5 Food items within the meat, vegetable/fruit, and dessert groups shall be different for the same days of each week in the month to provide for a variety of foods and nutrients so that, for example, the same meal is not served the first Wednesday of the month and so on.

- 5.2.6. Fruits shall not be repeated more than twice in one month's menus, except those fruits provided as alternative, diabetic desserts which may be repeated up to a maximum of four (4) times within a period of one month.
- 5.2.7. Diabetic deserts will be offered that are as close as possible to the listed desert for non-diabetics. Examples of this are: sugar-free butterscotch pudding and regular butterscotch pudding, sugar free ice cream and regular ice cream, sugar free cookie and regular cookie, and so on.
- 5.2.8 Fresh fruit shall be washed prior to delivery. When fruit or vegetable juice is served it shall be delivered in individual, sealed, 4-ounce portions.
- 5.2.8 Entrees baked in and served from the same container as combination dishes, such as macaroni and cheese, are considered casseroles and shall not be served more than twice each week.
- 5.2.9. Appropriate compliments to entrees such as gravies, lemon wedge, soy/tartar sauce, other condiments (salsa, ketchup, mustard) or topping for desserts should be included in menu planning and salt/pepper shall be available at the table or in individual packets for use by participants. Sites may request additional condiments when needed.
- 5.2.10 Butter and/or margarine must be provided upon request of the sites.
- 5.2.11 Skim and/or 2% milk must be provided upon request of the sites.
- 5.2.12. Sites may choose regular or decaffeinated coffee with the alternative available in individual servings. Servings available will provide an average of 2 cups per person, unless a smaller amount is specified by the site manager.

5.3 FOOD PROCUREMENT

Providers must procure food from sources that comply with all laws relating to food labeling. Food must be safe for human consumption, sound and free of spoilage, filth, or contamination.

- 5.3.1 Food in hermetically sealed containers must be processed in an establishment operating under appropriate regulatory authority. No home canned food may be used.
- 5.3.2 All milk products used and served must be pasteurized. Fluid milk must meet Grade A quality standards as established by law.

5.3.3 All purchased meats and poultry shall be from sources under federal or state inspection.

5.3.4. No "dents", unlabeled products or salvage merchandise can be used.

5.4 DELIVERY OF FOOD; VEHICLES AND CONTAINERS

5.4.1. It shall be the responsibility of the provider to deliver the food to the sites in vehicles which comply with all applicable laws and regulations regarding such delivery, in clean, sanitized containers to store the food while in transit, unless otherwise indicated.

5.4.2 Hot food transports which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking shall be used to deliver hot foods which shall be contained in stainless steel pans with covers. An interior temperature of food at or above 140 degrees Fahrenheit shall be maintained.

5.4.3 Cold transport containers which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking, which will maintain a temperature of 40 degrees Fahrenheit or lower, shall be used to deliver cold goods which shall be contained in stainless steel pans with covers.

5.4.4 Milk must be delivered in the transport containers described herein, but do not need to be contained in stainless steel pans.

5.4.5 Jell-O and ice cream, if on the menu, shall be transported in containers that will maintain the temperature required to avoid melting.

5.4.6 All containers shall be constructed as to prevent food contamination by dust, insects, animals, vermin, or other sources of contamination. All containers, vehicles and transportation equipment shall be cleaned and, where appropriate, sanitized daily.

5.4.7 Packaged food shall not be held longer than two (2) hours prior to delivery to sites based on delivery schedule to be jointly developed by the caterer, the Program manager and nutrition site managers.

5.4.8 Pick up of all pans, utensils, and transport containers shall be no later than 3:00 p.m. on the day of delivery except at sites which request following day arrangements. Exceptions may be made at the request of the caterer when there is an agreement of the site manager.

5.5 FOOD PREPARATION – SALT

- 5.5.1 Fresh and frozen vegetables shall be prepared without added salt.
- 5.5.2 It is recommended that canned vegetables be a No-Added-Salt type.
- 5.5.3 Salt substitutes such as potassium chloride shall not be used.
- 5.5.4 Recipes should be prepared using a minimum of salt (one-half the usual recipe recommendation) and sodium containing ingredients such as: table salt, sauerkraut, olives, breads and rolls with salted tops, broths, regular commercial soup, catsup, chili sauce, mustard, horseradish, potato chips and other snack chips, monosodium glutamate, pickles, garlic salt, onion salt, other seasoning salts, Worcestershire sauce, soy sauce, teriyaki sauce, celery salt, and cured, salted, canned or smoked meats (corned beef, ham, bacon, luncheon meats, frankfurters, sausage, anchovies, herring and sardines).

5.6 SPECIAL DIET MENUS

In order to meet the requirements of the Elderly Nutrition Program, provision is to be made for special diet needs of participants as designated below:

5.6.1 Diabetic Diet

For each required diabetic diet, a fruit substitute shall be provided by the caterer for sweet desserts planned in menus. Fruit substitutes shall be identified to the dietitian or program manager during the menu planning process. Grapefruit should not be used as a dessert. When fruit is served to all participants, the fruit for diabetics must be packed in unsweetened liquid or juice.

As stated in section 5.2.6 and 5.2.7, diabetic deserts will be offered that are as close as possible to the listed desert for non-diabetics. Examples of this are: sugar free butterscotch pudding and regular butterscotch pudding, sugar free ice cream and regular ice cream, sugar free cookie and regular cookie, and so on. If canned diabetic fruit is used, the serving size shall be one-half cup of drained fruit packed in water or natural juice.

The contracted caterer shall submit a copy of the label for each product used stating the nutritional facts about the product and a copy of recipes or dessert products to the Nutritionist to be compiled in a booklet distributed to site managers and listing nutritional facts for diabetic carbohydrate counting or exchange list followers.

Fruits can be provided as a diabetic substitute but no more than 5 times each month. If fresh fruit is used, the following servings are required: apples (1), peaches (1), oranges (1), plums (2), banana (1), pear(1), melon cubes (1/2 cup), berries (1/2 cup), and mixed fruit (1 /2 cup).

5.6.2 Mechanically Soft/Soft

General diet using texture modified foods such as chopped ground meats, soft cooked vegetables and soft fruits as tolerated by the participant. All foods must be of easily moistened texture.

5.6.3 Sodium Controlled Diets or Sodium Restricted Diet (3-4 grams)

Use general diet without high sodium content by restricting foods such as but not limited to: smoked ham, cured bacon, salted foods, salted crackers, luncheon meats, pickles, seasonings made with salt, soy sauce and sauerkraut.

5.6.4 Bland

Diet eliminating or limiting food that stimulates gastric juices such as: broth, gravy, caffeine, and chili powder.

5.7 HOLIDAY MEALS/SPECIAL EVENTS

5.7.1 The desert on the first Wednesday of each month shall be a decorated birthday cake. Sites not meeting on Wednesdays may request an alternate day for a birthday cake.

5.7.2 Special holiday meals shall be provided as indicated on the attached list of holiday menus (Exhibit 2). The holiday meals which will be part of the nutritionist's menu calendar will be: New Years Eve, President's Day, St. Patrick's Day, Halloween or Harvest Day, Thanksgiving and Winter Holiday Observance (Christmas, Hanukkah and Kwanzaa). Dates for provision of the Thanksgiving and Winter Holiday/Christmas dinner shall be agreed upon at the October and November monthly meetings with the nutritionist and/or nutrition manager. All holiday food decorations are to be edible.

5.8 SITE OPTIONS FOR SELECTED SPECIAL MEALS

5.8.1 Each site will be given the option to plan four special meals of their choice annually. These menus shall be submitted to the County Nutritionist at least six weeks in advance to plan with the caterer. All special meals must fall within the

cost average of the contract. Special disposable utensils and containers may be provided with the meal for picnics and box lunches only. Examples of special meals may include but are not limited to: birthday celebrations (monthly), ethnic day(s), picnic type meal, box lunch (for meetings, trips, or other purposes), morning breakfast, and early evening meal.

5.9 SEASONAL MENUS

Adjustments shall be made to menus to include seasonal food.

5.10 HEALTH REQUIREMENTS/ETHNIC RESTRICTIONS

Caterers may, on occasion, be requested to provide substitute menus or food items which will meet particular dietary needs of individual participants arising from special health requirements or ethnic or religious dietary restrictions. These may include allergies, vegetarian and/or texture modified meals. Ability to comply with these types of requests shall be noted in the proposal submitted by the caterers.

5.11 PORTION CONTROL

5.11.1. Portion control methods must assure that all participants receive equivalent amounts of food as designated in the required menu/meal standards established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.

5.11.2 To assure proper, uniform portion control for all meals at the nutrition sites, the Aging Program nutritionist and a representative from the catering firm shall conduct portion control training when needed, for site manager and volunteers responsible for placing foods on plates.

5.11.3 Each daily meal delivery shall include written instructions at the time of delivery regarding proper identified measuring utensil usage for each menu item.

5.11.4. Caterer management personnel shall visit nutrition sites to assure that staff has needed information for providing uniform portions bi-monthly throughout the contractual agreement.

5.12 TEMPERATURE OF FOOD

5.12.1 Upon delivery, hot food must be no less than 140 degrees Fahrenheit.

5.12.2 Upon delivery, cold food must be no more than 40 degrees Fahrenheit.

5.12.3 Frozen foods shall remain frozen until servicing.

5.12.4. Food which arrives at a nutrition site which is not within the temperature levels indicated may be rejected if considered hazardous to the participants. The cost will be subtracted from the reimbursement to the caterer.

5.12.5 Temperature - for both hot and cold foods - will be taken by the contract agency staff in the presence of a nutrition site manager or designee and will be done following sanitary practices.

5.13 SANITATION PROCEDURES AND INSPECTIONS

5.13.1 State and local fire, health, sanitation and safety regulations applicable to the particular types of food preparation and meal delivery system used by the Elderly Nutrition Program of the Older Americans Act and the State of Wisconsin Bureau on Aging shall be adhered to in all stages of food service operation. State regulations relating to the hygienic preparation of food stated in the Wisconsin Administrative Code HFS 96 are applicable to the elderly nutrition program.

5.13.2 Staff members affiliated with the Dane County Elderly Nutrition Program, the Area Agency on Aging and the State of Wisconsin Bureau on Aging, who are certified in applied Food Service Sanitation by the National Institute for the Food Service Industry will provide inspections and assessments where concern regarding sub-standard sanitation or related procedures are in evidence in compliance with the standardized inspection form prepared and distributed by the State of Wisconsin on Aging.

5.13.3 The County of Dane, the Area Agency on Aging and Wisconsin Bureau on Aging reserve the right for designated representatives to:

- a. Inspect the equipment, operation and premises of all firms prior to the award of the contract to ascertain whether the firm(s) comply with all the terms of the RFP.
- b. Inspect the equipment, operation and premises of the successful firm unannounced at any time during the contract period.
- c. Inspect food to be provided to determine its compliance with the terms of the proposal, and to reject food not meeting such terms.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

The cost proposal should be submitted in a separate envelope from the written proposal and delivered 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.

Provide cost proposals for each of CY 2002, CY 2003, and CY 2004. Proposers may submit proposals for one or more bid areas as listed, but may not submit proposals for one site within a multi-site bid area. For example, a bid may be submitted for DeForest- a one site bid area but not for Fitchburg Senior Center alone because it is in a bid area with the Oregon Senior Center's site and both sites must be bid together.

6.2 Format for Submitting Cost Proposals

See Attachment F, Cost Proposal

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 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 As part of an effort to assure living wages to workers, Dane County currently expects its contracted providers to provide a minimum base wage of \$8.27 in 2001. The base wage may increase to \$8.52 (pending approval of the county executive and county board of supervisors) for 2002. The personnel schedule for employees charged to Dane County under this contract and for the work provided under this contract should not reflect wages below these minimums.

7.2 Condiments such as salt and pepper, non-dairy creamer, sugar, sugar substitute, catsup, mustard, lemons, and tartar sauce are considered a part of the meal service cost and shall not be priced separately.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.4. Blank forms are attached.

- Attachment A - Signature Affidavit
- Attachment B - Designation of Confidential and Proprietary Information
- Attachment C - Vendor Data Sheet
- Attachment D - Reference Data Sheet
- Attachment E – Dane County Nutrition Program Geographic Services Areas
- Attachment F – Cost Proposal

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.

We will comply with all terms, conditions, and specifications required by the County in this Request for Proposal and the terms of our proposal.

Name (Type or Print)

Title

Signature

Firm

()

Telephone

Date

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.

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.

Company Name

Signature - Authorized Representative

Print Name - Authorized Representative

VENDOR DATA SHEET

1. PROPOSING COMPANY NAME _____

Telephone: () _____ Toll Free Telephone: () _____

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 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 four (4) 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: _____

**DANE COUNTY NUTRITION PROGRAM
GEOGRAPHIC SERVICE AREAS**

Note: Meal counts are estimates only, actual count may be higher or lower.

I. CENTRAL AND SOUTH MADISON

	Days/Times Serve Meals	Estimated Number of Meals for 2002
Brittingham Apartments 755 Braxton Place Madison, Wisconsin 53704	6 days/week Monday-Saturday 11:30 a.m.	10,905
Madison Senior Center 330 West Mifflin Street Madison, Wisconsin 53703	5 days/week Monday - Friday 11:30 a.m. Th 5:30 p.m.	13,044
Quaker Housing 2025 Taft Madison, Wisconsin 53713	5 days/week Monday-Friday 11:30 a.m.	5,597
Romnes Apartments 540 Olin Avenue Madison, Wisconsin 53715	5 days/week Monday, Tuesday, Friday noon T, Th 5:30 p.m	8,599
	Area's Projected Number of Meals for 2002	38,145

II. WEST MADISON

Site And Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
Mt. Olive Lutheran Church 4018 Mineral Point Road Madison, Wisconsin 53705	Tuesdays 12:00 p.m.	III. N/a
Westside Senior Center Segoe Terrace Apartments 502 Sawyer Terrace Madison, Wisconsin 53705	Monday, Wednesday 5:30 p.m. Tuesday, Thursday 12:00 p.m. Saturday 5:30 p.m.	N/a
	Area's Projected Number of Meals – 2002	10,000

III. MIDDLETON		
	Days/Times Serve Meals	Estimated Number of Meals for 2002
Middleton Senior Center 7448 Hubbard Avenue Middleton, WI 53562	Tuesdays 12:00 p.m.	IV. 8,000
	Area's Projected Number of Meals-2002	8,000

IV. NORTH AND EAST MADISON AND MONONA		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
Bashford Methodist Church 329 North Street Madison, Wisconsin 53704	5 days/week Monday-Friday 11:30 a.m.	6,500
Monona Hills 353 Owen Road Monona, Wisconsin 53716	3 days/week Monday, Wednesday, Friday 12:00 noon	7,800 (combined)
Monona Meadow's Apartments Community Room 250 Femrite Drive Monona, Wisconsin 53716	2 days/week Tuesday/Thursday 12:00 noon	(See above)
Warner Park Community Center 1625 Northport Dr. Madison, WI 53704	5 days/week Monday-Friday 12:00 noon	10,000
	Area's Projected Number of Meals for 2002	24,300

V. SOUTH CENTRAL DANE COUNTY		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
Fitchburg Senior Center 5510 East Lacy Road Madison, Wisconsin 53711	5 days/week Monday – Friday 12:00 noon	8,000
Oregon Area Senior Center 219 Park Street Oregon, Wisconsin 53575	5 days/week Monday – Friday 12:00 noon	11,000
	Area's Projected Number of Meals for 2002	19,000

VI. SOUTHEASTERN DANE COUNTY		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
Stoughton Senior Center 213 South Division Stoughton, Wisconsin 53589	5 days/week Monday-Friday 12:00 noon	26,500
McFarland Village Hall 5915 Milwaukee Street McFarland, Wisconsin 53558	5 days/week Monday – Friday 12:00 noon	6,300
	Area's Projected Number of Meals for 2002	32,800

VII. SOUTHERN BORDER/ BELLEVILLE		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
Belleville: St. Mary of Lourdes 221 Frederick Street Belleville, Wisconsin 53508	3 days/week Monday, Wednesday, Friday 12:00 noon	5,800 (combined)
Belleville: Sugar Wood Apts 50 Heritage Lane Belleville, Wisconsin 53508	2 days/week Tuesday and Thursday 12:00 noon	(see above)
	Area's Projected Number of Meals for 2002	5,800

VIII. NORTHERN DANE COUNTY		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2002
DeForest Area Community Cntr 505 North Main DeForest, Wisconsin 53532	5 days/ week Monday – Friday 12:00 noon	10,000
	Area's Projected Number of Meals for 2002	10,000

COST PROPOSAL

Dane County Senior Nutrition Program

Instructions: Please show all costs as "cost per meal", with the total column indicating the total cost per meal. 1) A proposal may be submitted for one or more service areas (i.e., Central & South Madison is one service area). 2) A proposal may also indicate a different cost per meal if multiple areas are awarded (i.e., Central & South Madison is \$X/meal if awarded alone, but \$Y/meal if one or more additional areas are awarded). Use the combination column to indicate pricing if multiple areas are awarded. Please enter pricing bids for all three years although the contract is entered on an annual basis and can be renewed for up to 3 years at which time there will be another Request for Proposals issued.

2002 Pricing	Raw Food Costs	Disposable Supplies	Labor (Living Wage)	Overhead	Transport for Delivery	Profit	Total Cost Per Meal	Combina-tion of areas Cost Per Meal
I. Central & So. Madison								
II. West Madison								
III. Middleton								
IV. East & North Madison/ Monona								
V. South Central Dane County								
VI. South Eastern Dane County								
VII. Southern Border/Belleville								
VIII. Northern Dane County								
2003 Pricing	Raw Food Costs	Disposable Supplies	Labor (Living Wage)	Overhead	Transport for Delivery	Profit	Total Cost Per Meal	Combina-tion of Area s Cost Per Meal
I. Central & So. Madison								
II. West Madison								
III. Middleton								
IV. East & North Madison/ Monona								
V. South Central Dane County								
VI. South Eastern Dane County								
VII. Southern Border/Belleville								
VIII. Northern Dane County								

2004 Pricing	Raw Food Costs	Disposable Supplies	Labor (Living Wage)	Overhead	Transport for Delivery	Profit	Total Cost Per Meal	Combina-tion of Areas Cost per Meal
I. Central & So. Madison								
II. West Madison								
III. Middleton								
IV. East & North Madison/ Monona								
V. South Central Dane County								
VI. South Eastern Dane County								
VII. Southern Border/Belleville								
VIII. Northern Dane County								

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.

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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.

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