



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

RFP NUMBER: 121038

RFP TITLE: Senior Nutrition Program Food Catering

RFP DEADLINE: April 28, 2021
2:00 p.m. (CST)

**PROPOSALS MUST BE
UPLOADED TO:** Purchasing Bid Dropbox
www.danepurchasing.com

Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected

**DIRECT
ALL INQUIRES TO:**

Carolyn A. Clow
Lead Purchasing Officer
(608) 266-4966
Clow.carolyn@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

- | | | |
|---|--|--|
| <input type="checkbox"/> Update Vendor Registration | <input type="checkbox"/> RFP Response
(Separate from Cost Proposal) | <input type="checkbox"/> Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox |
| <input type="checkbox"/> Read Entire RFP Document | <input type="checkbox"/> Cost Proposal
(Separate from RFP Response) | |

DATE ISSUED | March 17, 2021

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal according to the specifications set forth within this document.

The County intends to use the results of this process to award a contract or issue of purchase order for the product(s) and or services(s) stated.

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (Section 1.6).

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

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.3 Vendor Conference

There will not be a vendor conference.

1.4 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).

1.5 Addendums and/or Revisions

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 [website](#).

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Vendor Information Page.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this 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 an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
March 17, 2021	RFP Issued
April 15, 2021	Last day to submit written inquiries (2:00 p.m. CST)
April 16, 2021	Addendums or supplements to the RFP posted on the Purchasing Division website
April 28, 2021	Proposals due (2:00 p.m. CST)
Late May 2021	Interviews (if needed)
July 2021	Vendor Selection/Award

1.7 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 until completion of the project.

1.8 Submittal Instructions

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

120012 – Vendor Name – RFP Response

120012 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP’s and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.
5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

1.9 Bid Opening and Summary Posting

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. Due to the pandemic, there will be no public bid opening.

1.10 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 clearly labeled as Proposal #1, Proposal #2, etc.

1.11 Proposal Organization and Format

Proposals shall be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.12 Designation of Confidential and Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the “Designation of Confidential and Proprietary Information” section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will 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.

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.

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

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

1.13 Cooperative Purchasing

Participating in cooperative purchasing gives a vendor the opportunity for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.14 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.15 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business

within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.16 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

1.17 Fair Labor Practice Certification

Dane County Ord. 25.09 (1) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

If you indicated that you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

Additional information can be found using the following links: www.nlrb.gov and <http://werc.wi.gov>.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 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.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 2.4. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

Top ranked selected proposers may be required to make oral interview 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 County on the date scheduled may result in rejection of the vendor's proposal.

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organizational Capabilities (Section 4.3-4.5)	30%
Staff Capabilities (Section 4.6)	10%
Technical Requirements (Section 4.7; 4.9-4.19)	30%
Cost	Percent
Cost (Section 5)	30%
Total	100%

2.5 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.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.6 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.

2.7 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.

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Area Agency on Aging of Dane County (AAADC)

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlr.gov and <http://werc.wi.gov>

Purchasing

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

3.2 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 28 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. Twelve 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., Stoughton Senior Center, Waunakee Senior Center, Middleton Senior Center, Northwest Dane Senior Services, McFarland Senior Outreach Office, Fitchburg Senior Center, and NewBridge Madison (West, South, East/Monona, and North/East Madison).

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. 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.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.3 Objectives

The objectives of the Senior Nutrition Program are:

- 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
- 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 2,025 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 dietitian 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 that sufficient meals are available. 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 the person is found not to be in need of home-delivered meals, he/she is 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 Americans Act to avoid requiring income eligibility. Instead, the older adults themselves are asked to determine what they can afford to contribute. It is against the regulations to charge a set price for the meals for older adults, but full cost of the meals is 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 also asked to contribute toward the cost of their meals. Dane County's current Suggested Donation is \$4.00 per meal.

3.4 Current Operations

This RFP addresses the localities identified in APPENDIX 1. These locations provide both senior dining meals and home-delivered meals. 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 2 nutrition program sites in the Sun Prairie and DeForest Areas whereby food is provided in bulk for serving congregate meals and packaging home delivered meals. Applicants for this RFP must propose to serve both of the areas described in the **APPENDIX 1**.

While an estimate is provided for the region that this RFP covers, approximately 36,000 meals were served to Dane County's older adults in this area during 2020. **Payment for catering services awarded through this RFP will be on a unit cost per meal ordered; therefore, all costs, including disposable supplies, condiments, and**

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

coffee/tea must be included in the unit cost and will not be paid outside of the unit cost.

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 dietitian 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 bi-monthly meetings of the Area Agency on Aging's subcommittee on Nutrition/Wellness. This group of county board members, registered dietitians and older adults, meets 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.

Further, on a monthly basis, the AAADC Contract Manager collects and analyzes data on the number of meals ordered per site, number of meals served, utilization across all sites, and the percent of wasted meals/food from both the site and caterer for the purpose of reducing waste in this program. Sites are expected to maintain / achieve less than 1% waste as measured by the number of meals ordered and the number of meals served. Contracted Catering Vendors are expected to minimize wasted quantities of food that are sent and exceed the required portioning amount required for the number of meals ordered. This will be measured by comparing the number of meals ordered and the number of meals served in excess of the number of meals ordered and through site reports of excessive leftover food.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Attachment A – Vendor Information

4.2 Table of Contents

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are encouraged.

4.3 Organization Capabilities

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

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.

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.

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

4.4 Capacity: Implementation and Service Delivery Plan

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, portioning procedures that reduce food waste, and transportation and delivery of meals to sites.

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

Include a sample monthly menu.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.5 **Administration and Organizational Structure**

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.

4.6 **Staff Qualifications and Training**

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

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.

4.7 **Sanitation Regulations and Standards**

Describe how the firm will comply with the following sanitation regulations and standards. Include at least **two** sanitation inspection reports from the past 12 months.

Food Care

Personnel

Equipment and Utensil

Cleaning, Sanitation, and Storage of Equipment and Utensils

Sanitation Facilities and Controls

Construction and Maintenance of Physical Facilities

Mobile Units

Compliance Procedures

4.8 **Proposer References**

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. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.9 **Meal Cost Breakdown**

In accordance with the State of Wisconsin requirements, the firm shall provide a per unit cost breakdown in Attachment F which includes:

-raw food cost (to include coffee/tea & condiments)

-labor

-transportation

-profit

-disposable supplies for home delivered meals or other use (all disposable packaging and serving supplies should be included in the unit price)

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.10 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.

4.11 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, white and chocolate, that is Vitamin D fortified must be used. Milk must be fresh and pasteurized.
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.

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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.12 Menu Standards

- A. Each meal must provide one-third the current Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the National Academy of Sciences Institute of Medicine.
- B. The meal pattern described below must be used as a basis for developing menus.

Meal Component	Minimum # of Servings per Meal	Serving Size Examples
Grains	1	1 bread slice, ½ cup cooked, or 1 cup ready-to-eat cereal, 1 6" tortilla, ½ regular size bun
Fruit	1	½ cup fresh, frozen, or canned (cooked or raw), ¼ cup dried, ½ cup 100% fruit juice
Vegetable	2	½ cup fresh, frozen, or canned (cooked or raw), 1 cup raw leafy greens, ½ cup 100% vegetable juice
Dark Green		At least 2 servings per week*
Red/Orange		At least 2 servings per week*
Beans/Peas		At least 1 serving per week*
Starchy		At least 1 serving per week*
Fluid milk	1	8 fluid ounces or 1 cup
Protein foods	1	3 oz. equivalent
Fats and oils	1	1 teaspoon served on side or used in cooking
Dessert	1	1/2 cup Fruit contained in a dessert does not count toward the fruit component.
<i>* Based on 5-day week</i>		

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.

Examples of 1-ounce alternatives to cooked lean meat may include:

- 1 large egg
- 1 oz. of natural cheese or 2 oz. of processed cheese
- 1/4 cup of cottage cheese
- 1/4 cup cooked dried beans or peas (garbanzos, lentils, soybeans, or other legumes)
- 1 T. peanut butter
- 2 oz. processed meats

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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

2. Vegetables and Fruit Group

1. Three (one-half cup) servings (two servings of vegetables and one serving of fruit daily). All vegetables and all fruits may be used.
2. Full-strength (100%) vegetable and fruit juices may be used occasionally.
3. Molded salads may count as a fruit/vegetable serving if each serving contains 1/2 cup of fruit/vegetable.
4. 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. Serve fresh or frozen vegetables whenever possible. Because canned vegetables are usually high in sodium, they should be used less often.
7. Vegetables shall be prepared without added salt.
8. Offer fiber-rich fruits and vegetables (including raw and cooked). Raw vegetables and fruits should be cut fine to accommodate dental and digestive problems.
9. Whenever possible, use fresh, frozen, or canned fruits packed in their own juice, or without sugar.
10. 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, romaine lettuce, sweet potatoes, spinach, cantaloupe, peaches, apricots, plums, and pumpkin.
11. Each day's menu must include one good or excellent source of Vitamin C. These foods include: asparagus, berries, broccoli, cabbage, cauliflower, green pepper, potatoes, spinach, tomatoes, cantaloupe, grapefruit, oranges, strawberries, and tangerines.

3. Bread or Bread Alternate Group

1. One service (1 slice bread).
2. Serve a whole grain bread or cereal component 75 percent of the time.
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 or bun, 2-1/2" diameter or 1/2 Eng.muffin
 - 1 biscuit, 2" in diameter
 - 1 corn bread, 2-1/2" cake
 - 7 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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4. Butter or Margarine (Fortified Corn, Soybean, Sunflower or Safflower Oil)

Serving Size: One teaspoon - one serving of butter or margarine to be used with bread. An additional serving is to be served with potatoes when gravy or sauce is not planned.

1. All margarines, butter, and butter blends served shall be free of transfatty acids.
2. Eliminate use of palm oil, coconut oil, and hydrogenated fats in food preparation.
3. Use monounsaturated and polyunsaturated oils whenever possible.

5. Dessert Group

1. One serving (generally one-half cup).
2. Low sugar or sugar-free desserts shall be available to individuals who request them for health reasons.
3. Fruit shall be served a minimum of two times per week.
4. Fruit offered as a dessert or contained in a dessert does not count toward the fruit component.
5. Limit frequency of desserts high in sugar and fat.
6. Increase the consumption of desserts high in calcium, including low fat dairy products. Offer low fat milk and calcium-containing desserts such as frozen yogurt, low fat custards, and low fat puddings.

6. Milk Group

1. One serving (8 fluid ounces).
2. Milk must be fortified with Vitamin D Milk must be pasteurized
3. Individual cartons of milk (8 fluid ounces) are to be served.

C. Additional menu specifications are listed below:

1. No deep fat fried 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. Gravies and sauces are a key component for temperature control in home delivered meals. Numerous recipes and mixes for low fat and low sodium gravies and sauces are available for use in entrees.
3. Provider shall use meat/entrees that are lower in sodium. No salt is to be added when cooking.
4. Salt substitutes such as potassium chloride shall not be used.

4.13 Mandatory: Meal Quality Standards

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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

2. Special needs of older people shall be considered in all planning, food selection, and preparation. At least one meatless entrée option shall be available each serving day and a salad entrée shall be available at least one serving day per week per site.
3. Each daily menu shall, on average, provide one-third (1/3) of the current recommended Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the National Academy of Sciences Institute of Medicine. Menu guidelines prepared by the nutritionist, consultation, and approval of any substitution or menu modifications shall assure this standard.
4. Each week's menu shall include, at a minimum, two foods which are rich sources of Vitamin A and daily foods which are rich sources of Vitamin C.
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.
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.
7. Low sugar or sugar free desserts will be offered that are as close as possible to the listed dessert 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. Upon request, fruit may be substituted for dessert.
8. Fresh fruit shall be washed prior to delivery. When fruit or vegetable juice is served it shall be delivered in individual, sealed, 6-ounce portions.
9. Appropriate complements to entrees such as gravies, lemon wedge, soy/tartar sauce, other condiments (salsa, ketchup, mustard) or topping for desserts should be provided by the caterer and salt/pepper shall be available at the table or in individual packets for use by participants. Sites may request additional condiments when needed.
10. 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.

4.14 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 at least one month in advance.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

2. Monthly and/or Quarterly 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.

4.15 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.

Food in hermetically sealed containers must be processed in an establishment operating under appropriate regulatory authority. No home canned food may be used.

All milk products used and served must be pasteurized. Fluid milk must meet Grade A quality standards as established by law.

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

No “dents,” unlabeled products, or salvage merchandise can be used.

4.16 Delivery of Food; Vehicles and Containers

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.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

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 hot food at or above 140 degrees Fahrenheit shall be maintained.

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.

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

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.

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.

The time between the completion of cooking the food and the beginning of serving at the site must not exceed four (4) hours.

4.17 Weather Related Closings

In the event that a school district in which the nutrition site is located announces that it is closing due to bad weather, meals will not be delivered to that site for that day. When this occurs, the cancelled meal will be served the next day for that site and the current day's meal will be eliminated.

Each site reserves the right to cancel a meal due to inclement weather or other emergency type of situation before 7:30 a.m. at no cost for the meal. Arrangements should be made with the caterer.

4.18 Food Preparation – Salt

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).

4.19 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:

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

No Concentrated Sweets Diet

Low sugar or sugar free desserts must be available to individuals who request them for health reasons. Fruit shall be served a minimum of two times per week as a low sugar or sugar free dessert substitute.

Low sugar or sugar free desserts will be offered that are as close as possible to the listed dessert 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 upon request.

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).

Texture Modified

SOFT

Texture-modified meals are appropriate for participants who have chewing and/or swallowing problems. A texture-modified meal may include a ground meal. A soft diet may consist of 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.

The following procedures must be followed if providing a texture-modified meal.

- A written diet order from the participant's physician shall be on file with the nutrition program.
- At least once per year each written diet order shall be reviewed with the physician and updated according to physician instructions.
- The types and amounts of all meal components shall conform to the menu pattern and nutrient standards of the program.

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.

Bland

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

5.0 COST PROPOSAL

5.1 **General Instructions on Submitting Cost Proposals**

The Cost Proposal section of this RFP is a separate document and can be found on the www.danepurchasing.com as part of the posting for this RFP. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

5.2 **Format for Submitting Cost Proposals**

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

Provide a cost proposal for CY 2022. Provider should assume that the price provided for CY 2022 will remain the same in 2023 and 2024. Prices will be subject to renegotiation in 2025. Proposers must submit a proposal that provides service to all sites within the region of the RFP as described in APPENDIX 1.

This RFP requests that bidders offer the meal price for the regular menu as well as the meatless/salad option. This may be done as a single cost to include both or submit a cost difference for providing the meatless/salad option in addition to the regular.

The following items are considered a part of the meal service cost and shall not be priced separately:

- Condiments such as salt and pepper, non-dairy creamer, sugar, sugar substitute, catsup, mustard, lemons, salad dressings, mayo, and tartar sauce.
- Disposable supplies, such as paper lunch sacks/bags and home delivered meal containers, lids, bowls
- Coffee, regular or decaffeinated

The Cost Proposal submission shall be in PDF format with the document name including the RFP #, Vendor Name, and Cost Proposal.
(ie: 120012 – ABC Company – Cost Proposal)

5.3 **Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

VENDOR INFORMATION

VENDOR NAME:		DANE COUNTY VENDOR #:	
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Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address		City	
State & Zip		County	
Vendor Rep. Name		Title	
Email		Telephone	

Designation of Confidential and Proprietary Information (Reference 1.12)		
<input type="checkbox"/>	No information designated as confidential and proprietary.	
Section #	Page(s) #	Topic

Cooperative Purchasing (Reference 1.13)	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

Local Vendor Purchasing Preference (Reference 1.15)						
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> Dane	<input type="checkbox"/> Columbia	<input type="checkbox"/> Sauk	<input type="checkbox"/> Rock
				<input type="checkbox"/> Green	<input type="checkbox"/> Dodge	<input type="checkbox"/> Iowa
				<input type="checkbox"/> Jefferson		

Fair Labor Practice Certification (check only 1) (Reference 1.17)	
<input type="checkbox"/>	Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.
<input type="checkbox"/>	Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.									
Addendum #1	<input type="checkbox"/>	Addendum #2	<input type="checkbox"/>	Addendum #3	<input type="checkbox"/>	Addendum #4	<input type="checkbox"/>	None	<input type="checkbox"/>

Signature Affidavit			
<p>In signing this proposal, we 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 proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p>			
Signature		Date	
Name (Printed)		Title	

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 05/2020

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. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

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 herein 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 that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, 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 herein 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 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 Purchasing Division 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 bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

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 and services. 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.

SECTION 7 – STANDARD TERMS AND CONDITIONS

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.

20.0 **INDEMNIFICATION & INSURANCE.**

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

20.2. In order to protect itself and County its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, vendor shall, at vendor's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability.

Vendor agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent vendors and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability

Vendor agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

20.2.4. Workers' Compensation.

Vendor agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability

under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, 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 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 professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is claims-made and indicate the retroactive date, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that 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 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 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's Risk Manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this Agreement.

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 FINANCIAL INTEREST PROHIBITED. Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding

SECTION 7 – STANDARD TERMS AND CONDITIONS

of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

22.1 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 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. Pricing will not be held confidential after award of contract.

22.3 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.

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 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-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 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.01 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.02 VENDOR shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**APPENDIX 1: DANE COUNTY NUTRITION PROGRAM
GEOGRAPHIC SERVICE AREAS**

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

Far North/Northeast DANE COUNTY		
Site and Address	Days/Times Serve Meals	Estimated Number of Meals for 2022
DeForest Area Senior Center 505 N. Main Street, DeForest, WI	5 days/week Home Delivered Meals, M-TU-TH-F Congregate Meals 11:30 a.m.	12,000
Colonial Club Sr. Activity Center 301 Blankenheim Lane, Sun Prairie, WI	5 days/week Monday-Friday 11:45 a.m. Includes Home Delivered Meals for Cottage Grove, Deerfield, and Marshall	24,000

**APPENDIX 2
PER MEAL COST BY AREA**

(The prior meal cost included: Food Storage, Food Preparation, Food Delivery, packaging supplies and Condiments unless specified otherwise.)

Far North/Northeast Dane County

\$4.53-\$5.57