



Request for Proposals

County of Dane, Wisconsin

Sheriff's Office

RFP #106061

Jail Vending and/or Commissary Services

**Proposals must be received
no later than
2:00 p.m., May 17, 2006**

SPECIAL INSTRUCTIONS:

1. Label the lower left corner of your sealed submittal envelope as follows:
RFP #106061
Vending/Commissary Services
2:00pm, May 17, 2006
2. 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 Carolyn Clow at 608-266-4966.

Issued by
Dane County Purchasing Division
Department of Administration

March 31, 2006

LATE, FAXED, AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

Dane County Vendor Registration Program

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

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1.0 GENERAL TERMS

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for Inmate Vending and/or Commissary Services. The County, as represented by the Sheriff's Office, intends to use the results of this process to award one contract for Inmate Vending and Commissary Services or two contracts, one for Inmate Vending Services and a second for Inmate Commissary Services.

1.1 Performance Bond

The successful proposer (hereafter referred to as "Contractor" and defined in Section 1.13) shall be required to furnish a performance bond in the amount of \$5,000.00. Such bond must be furnished upon notification by the County of Dane, Purchasing Division, hereafter referred to as "County", and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming the Sheriff's Office (as defined in Section 1.13) as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the County. The performance bond or irrevocable letter of credit shall be issued by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the initial contract period of one (1) year and shall be extended by the Contractor for any subsequent renewal periods of the contract. The performance bond or letter of credit shall provide that the County of Dane, Purchasing Division, and Contractor be notified in writing by the issuer of minimum of sixty (60) days prior to expiration or non-renewal.

In the event of expiration or non-renewal, the Contractor shall provide the County evidence of the new source of surety within twenty-one (21) calendar days after the institution's receipt of the expiration of non-renewal notice. Failure to maintain the required surety if force is cause for contract termination.

Failure to provide the initial bond or irrevocable letter of credit within twenty-one (21) days of award notification may result in cancellation of contract award.

1.2 Vendor Conference/Inspection of Premises

A vendor conference to include an on-site inspection of the premises is scheduled at the Dane County Sheriff's Office, Public Safety Building, 115 West Doty Street, Madison, WI 53703, on **April 17, 2006, at 9:30 a.m.** Take the elevator to the second floor to the Sheriff's Office reception area to be directed to the conference room. Proposers are strongly encouraged to attend the vendor conference. **No other vendor on-site tours will be scheduled.** All vendors wishing to participate in the vendor conference must

submit "Exhibit X: Vendor Letter of Registration for Preproposal Meeting" by 4:00 p.m. on Thursday, April 13, 2006.

Failure to adequately inspect the premises shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to the County, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

1.3 Response to Request for Proposal

Proposers shall provide responses in chronological order as listed in this Request for Proposal and provide an answer to each section/subsection. All addendums or exhibits submitted as part of the response shall be clearly marked and indicated in the answer.

1.4 Clarification and/or revisions to the specifications and requirements

Any questions concerning this RFP must be submitted in writing by mail, e-mail or fax on or before April 26, 2006 at 4:00 p.m. to:

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

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 via publication of the RFP Addendum on the Dane County Purchasing Division web site at <http://www.co.dane.wi.us/purch/purch.htm> . Vendors are responsible for obtaining such information from the web site.

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

1.5 Reasonable Accommodations

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

1.7 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this 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 and posting such supplement on the Dane County web site at www.co.dane.wi.us/purch/purch.htm . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
March 31, 2006	Date of issue of the RFP
April 13, 2006, 4:00 p.m.	Last day for submitting written inquiries & faxed registrations for preproposal conference due
April 17, 2006	Vendor Conference / On-Site Inspection
April 26, 2006, 4:00 p.m.	Last day for submitting final questions
May 3, 2006	Notification to vendors of supplements or revisions to the RFP posted on the Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm
May 17, 2006, 2:00 p.m.	Proposals due from vendors
Late May-Early June, 2006	Oral presentation /demonstrations by invited vendors
July, 2006	Notification of intent to award sent to vendors
October 1, 2006	Contract start date

1.8 Applicable Law

The contract shall be governed and interpreted by the laws of the State of Wisconsin and County of Dane, Wisconsin.

1.9 Contract Assignment

This contract and any part thereof shall not be subcontracted or assigned to another Contractor without prior written permission of the County.

1.10 Contract Commencement

It is the intent of the County to commence the resulting contract on or about **October 1, 2006**.

1.11 Foreign Corporation

A foreign corporation (other than a Wisconsin corporation), which is a party to the contract, must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wisconsin Statutes, relating to foreign corporations.

1.12 Deviations and Exceptions

Deviations and exceptions from terms, conditions and specifications shall be described fully on proposer's letterhead stationery, signed, and attached to the proposal submittal page(s). In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications, and the proposer shall be held liable.

1.13 Contract Termination

1.13.1 The County may terminate this contract for neglect, as determined by the Sheriff's Office, to include but not limited to:

- insufficient insurance coverage,
- failure to provide required period statements or to pay period commission payments due on or before the 15th day following the period in which they were earned,
- failure to enforce required standards of sanitation,
- failure to cooperate with Security Division requests for changes for items to be added or deleted, and failure to cooperate with other contractors providing services to the Sheriff's Office. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in

ownership or proprietorship of the Contractor which in the opinion of the institution is not in its best interest or failure to comply with the terms of the contract.

1.13.2 The County shall provide ten (10) calendar days written notice of contract neglect and unless within (10) calendar days such neglect has ceased and arrangements made to correct the neglect, the County may terminate the contract by giving sixty (60) days notice in writing by registered or certified mail of its intention to cancel this contract.

1.14 Parties to the Contract

The contract shall be between the County of Dane, Wisconsin, known herein as the "County", on behalf of the Dane County Sheriff's Office, known as the "Sheriff's Office", and the successful proposer known herein as the "Contractor". The Security Services Captain, or his designee, shall be the representative of the Sheriff's Office responsible for the administration of the contract and referred to herein as "the appropriate county authority."

1.15 Contract Term

The contract shall be effective on October 1, 2006 and shall run for three (3) years from that date with two (2) optional one-year renewals.

1.16 Scope of Services

The contract shall cover all vending and/or commissary services for the Dane County Sheriff's Office Security Services Division. This includes jail sites in the:

- City-County Building, 210 Martin Luther King Jr., Blvd., Madison, WI;
- the Public Safety Building Jail, 115 W. Doty St., Madison, WI;
- the William H. Ferris Center, located at 2120 Rimrock Rd., Madison, WI;
- and any other jail/treatment facility that may be built and occupied under the control of the Sheriff's Office within the length of this contract.

1.17 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, Act of God, government restriction, labor disturbance, or strike, business operations at the Sheriff's Office are interrupted or stopped, performance of this contract, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused. **The contractor shall name a point of contact to return calls 24-hours per day for the Sheriff's Office.**

1.18 Insurance

1.18.1 Contractor shall keep in force and effect during the length of this contract insurance requirements set forth in Section 20 of the attached Standard Terms and Conditions, the Contractor shall keep in force and effect Products and Completed Operations Liability Insurance.

1.18.2 The Contractor shall furnish the County of Dane with a Certificate of Insurance for all coverage required by this agreement (certified copy of policies upon request) prior to commencement of business under this agreement and prior to any renewal of this agreement thereafter.

1.18.3 The Contractor shall at its own expense, secure Worker's Compensation Insurance for the benefit of each of the persons it employs in the operations at the institution, and keep said insurance in force at all times during the terms of this agreement, and shall accept full responsibility for the payment of unemployment insurance, premiums for Social Security taxes and all income tax deductions, and any other taxes or payroll deductions required by law for his employees who are performing services specified by this agreement.

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 any Vendor in replying to this RFP.

2.4 Submitting the Proposal

Each Vendor must submit an original and three copies of all materials required for acceptance of their proposal by May 17, 2006 at 2:00 p.m. 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:

- Vendor's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound 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:

For Vending Proposals:

- Introduction/Proposer Info Questionnaire (See Section 12 of this RFP)
- Terms of the Contract (See Section 4 of this RFP)
- Vending Service Prices...(See Section 5 of this RFP)
- Equipment, Utilities, Supplies...(See Section 6 of this RFP)
- Equipment & Facilities Maintenance...(See Section 7 of this RFP)
- Personnel, Employment Practices...(See Section 10 of this RFP)
- Commissions, Accounting...(See Section 11 of this RFP)
- Proposal Submittal Form (See Section 13 of this RFP)

- Required forms (See Section 8 of this RFP)

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Cost Summary Page
- Appendices (Additional Information the Vendor submits)

For Commissary Proposals:

- Introduction/Proposer Info Questionnaire (See Section 12 of this RFP)
- Terms of the Contract (See Section 4 of this RFP)
- Commissary Service Product...(See Section 8 of this RFP)
- Commissary Service Operations (See Section 9 of this RFP)
- Personnel, Employment Practices...(See Section 10 of this RFP)
- Commissions, Accounting...(See Section 11 of this RFP)
- Proposal Submittal Form (See Section 13 of this RFP)
- Required forms (See Section 8 of this RFP)

Attachment A	Signature Affidavit
Attachment B	Vendor Data Sheet
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Cost Summary Page
- Appendices (Additional Information the Vendor submits)

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.

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 Vendor. Failure of a Vendor to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Proposal Scoring

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

3.2 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 Vendor prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Vendor, the County may negotiate a contract with the next highest scoring Vendor.

3.3 Evaluation Criteria

Proposals for vending & commissary services will be scored separately. The proposals will be scored using the following criteria:

1. ***Company's Overall Condition – 20%***

Management/staff experience in like operations
Company operations/experience
Fiscal condition
Internal auditing practices/reports
Litigation

2. ***References – 20%***

3. ***Meeting Requirements of Proposal – 15%***

Vending – Sections 4, 5, 6, 7, 10, 11, 12, 13 &
Appendices
Commissary – Sections 4, 8, 9, 10, 11, 12, 13 and
Appendices

4. ***Product Choices and Pricing – 15%***

5. ***Commissions – 30%***

TOTAL 100%

3.4 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 Vendor. Alternatively, the highest scoring Vendor or Vendors 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 Vendor.

3.5 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 TERMS OF THE CONTRACT

4.1 It is specifically understood and agreed that such items relative to vending/commissary services that are not herein covered may be added to or excluded from this proposal and resulting contract by the Sheriff's Office without voiding in any manner the provisions of the existing contract. Such additional or deleted coverage shall be furnished by Sheriff's Office to the Contractor with such additional consideration as is necessary to make it legally enforceable. It is the intent of the Sheriff's Office to acquire the vending and/or commissary services exclusively from the Contractor. Food service for inmates of the Dane County Jail is provided by the County and is not part of this proposal and should not be included in your response. The County reserves the right to award this contract in whole or in part.

4.1.1 Vending Services shall include the vending of products as described in this Request for Proposal through the use of vending machines.

4.1.2 Commissary Services shall include the operation of a commissary service by the Contractor to indirectly manually sell to inmates specified food, snacks, beverages, and personal items, and deliver them to each inmate in the housing units. Commissary shall include sales to indigent inmates.

4.2 Proposers may respond to this proposal for the vending contract, or the commissary contract, or both. The proposer shall make it clear in their response what part(s) of the proposal they are submitting.

4.3 The County recognizes that the successful performance of this contract is dependent on favorable response from the users. The Contractor shall meet regularly with the Security Services Captain, or their designee, to effect adjustments in operations, and shall cooperate at all times with the Sheriff's Office, and other contractors providing services to the Sheriff's Office as requested by the Sheriff's Office, to maintain maximum efficiency and good public relations.

- 4.4** After the initial contract year, the parties **upon mutual agreement** may adjust the specific terms, commission or guarantees of this contract where circumstances beyond the control of either party require adjustments. The guarantees and percentage commission shall not be renegotiated to the disadvantage of the Sheriff's Office. All adjustments shall be proposed in writing to the Contractor Administrator and County Purchasing for approval prior to becoming effective by the Sheriff's Office. All required contract amendment(s) shall be issued by County Purchasing.
- 4.5** The Contractor shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent municipal, County, State and Federal laws, and shall assume liability for all applicable taxes including but not restricted to sales, property, and beverages.
- 4.6** The Contractor shall furnish all food, beverages, supplies and equipment herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation of the vending food services included in this contract, subsequent extension and amendments.
- 4.7** The Sheriff's Office permits the Contractor to use such spaces as necessary to carry out the terms of this contract; such spaces, as defined by the Sheriff's Office, as areas for vending equipment, related auxiliary equipment and limited supplies. Subsequent modifications of space needs shall be subject to mutual agreement. The Sheriff's Office shall provide heat, electricity, and cold and hot water. The Contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies, and mutually endeavor to conserve the use of energies. In addition, the Contractor shall effectively manage energy conservation in all food operations, and shall maintain constant people programs through frequent training sessions.
- 4.8** The Sheriff's Office shall have the right of inspection of all vending facilities, storage and auxiliary service rooms, and the operation of the Contractor with respect to the quality and quantity of vending service, the method of service, opening and closing hours, and generally with respect to use, safety, sanitation, and maintenance of said premises, all of which shall be maintained at a level satisfactory to the Sheriff's Office. The Sheriff's Office shall have the right to make, from time to time, reasonable regulations with regard to all such matters, and the Contractor agrees to comply with such regulations. Authorized representative of the Sheriff's Office shall have the full right of access to all areas of said premises at any and all times.
- 4.9** The Sheriff's Office may prosecute the Contractor or its individual employees for acts of property damage, bringing in or passing of contraband material, verbal breach of security, theft, and fraudulent acts at the Jail, Public Safety Building, Ferris Center, or any County property witnessed and identified at public hearings.

5.0 VENDING SERVICE PRICES, MINIMUM PORTIONS, AND PRODUCT SPECIFICATIONS

- 5.1** The Contractor shall comply with the portions and prices specified in this contract and those additions/deletions arrived at by mutual agreement of the Sheriff's Office and Contractor at the start of this contract. Comparable portions and prices shall exist between manual and vended food service. The item-portion and price schedule included in these specifications shall also serve as a price and portion guide for other items not specifically included.
- 5.2** At the start of the contract, the Contractor shall provide a detailed listing of portions and prices of all items intended to be sold for prior approval by the Sheriff's Office. All portion and change requests shall be submitted to the Sheriff's Office in writing for approval prior to implementation with approved information copy to County Purchasing. Price and portion change requests from the Contractor may be submitted to the Sheriff's Office for consideration on a semi-annual basis. The Sheriff's office intends to only make price and/or portion changes in July and January, and not until after the first six months of the contract.

- 5.3 Vending Selling Price and Minimum Portion Schedule.** All prices include State Sales tax.

Product	Specifications	Selling Price
5.3.1	Soft Drink Minimum of six (6) flavors per each machine to include Pepsi-Cola or Coca-Cola. Other flavors to be chosen from diet cola, root beer, orange, lemon-lime, grape, water, and tea. Brands determined by mutual agreement. 20 oz. Bottle.	\$.70- \$1.25
5.3.2	Candy, Gum, Nuts, Mints All brands are to be limited to those enjoying national and local acceptance. Packaging to conform to manufacturer's standards in terms of weight and size. Minimum of ten (10) combined candy and nut selections. Brands determined by mutual agreement. See Exhibit IV-C, Other Vending Items, for product information.	.50-.90
5.3.3	Snacks A minimum of ten (10) varieties per machine. All brands shall be nationally accepted brands determined by mutual agreement. Portion size shall be at least minimum standard vend pack. See Exhibit IV-C, Other Vending Items, for product information.	\$.50- \$1.50
5.3.4	Pastries See Exhibit IV-C, Other Vending Items, for product information.	\$.60- \$2.00

5.3.5	Food-Sandwich, Soup, Juice A minimum of eight (8) varieties. Perishable items shall be code dated and removed from the machine on a timely basis to ensure fresh quality of food. Menu items and brand names shall be determined by mutual agreement. The Contractor shall furnish a microwave oven for use with the food machine where requested by the Sheriff's Office See Exhibit IV-C, Other Vending Items, for product information.	\$.45- \$3.00
5.3.6	General Merchandise A minimum of sixteen (16) choices per machine with items and brands determined by mutual agreement. Brands shall be nationally accepted brands and packaged to conform to manufacturer's standards in terms of weight and size. See Exhibit IV-C, Other Vending Items, for product information.	\$.50 - \$2.75
5.3.7	Laundry Soap Dispenser A minimum of one (1) single load size laundry soap and one (1) 2-sheet size fabric softener. Brands shall be nationally accepted brands and packaged to conform to manufacturer's standards in terms of weight and size. Size of dispenser to be appropriate for expected sales. (Current dispenser has 12 slots.)	\$.60- \$1.00
5.3.8	Over the Counter Medications Dispenser A minimum of six (6) choices as listed by the Sheriff's Office in Exhibit IV-B. Sizes are single dose and must be acceptable to the Sheriff's Office. Sizes and packaging to conform to manufacturer's standards.	\$.50-\$.75
5.3.9	Hot Coffee/Cocoa Dispenser A minimum of twelve (12) choices of coffee and hot cocoa. Sizes and packaging to conform to manufacturer's standards.	\$.65- \$1.25
5.3.10	Ice Cream Dispenser Current dispenser has 45 slots for various choices of ice cream. Sizes and packaging to conform to manufacturer's standards.	\$.35-\$.50
5.3.11	Sundry Products Appropriate number of machines to display at the minimum, the products listed in Exhibit IV-A. Products must conform to Sheriff's Office needs and be available at all times. Brands shall be nationally accepted brands and packaged to conform to manufacturer's standards in terms of weight and size.	\$.10- \$5.00

- 5.4** The Sheriff's Office currently maintains a contract with CoinMach for maintenance of laundry facilities for the jail. Contractor agrees to provide laundry debit cards for sale to, and for use by, inmates through vending. CoinMach shall provide the laundry cards to the Contractor. The Contractor is responsible for coordinating the supply of laundry

cards with CoinMach. In the event the contract with CoinMach changes, the Contractor agrees to work with the new laundry equipment vendor to ensure continuity of service.

Contact for CoinMach is: Robert Matthews, Account Executive, 124-B Messner Drive, Wheeling, IL 60090, telephone 847-459-7070 ext. 307, e-mail rmatthews@coinmachcorp.com.

- 5.5** The Contractor shall take under advisement the Sheriff's Office's wishes regarding such considerations as brand preference, design and container material specifications of all items, use of state products, and use of local vendors where the resulting costs do not significantly jeopardize the fixed guaranty and commissions of this contract.
- 5.6** A variety of recognized nutritious snacks shall be available in those locations where snacks are already offered or for new locations as may be determined by the Sheriff's Office. Vend and price as determined by mutual agreement.
- 5.7** The Contractor shall maintain sundry machines to contain personal hygiene articles where needed as requested by the Sheriff's Office.
- 5.8** The Contractor shall maintain general merchandise machines to contain laundry soaps and softeners where needed as requested by the Sheriff's Office.
- 5.9** The Contractor shall maintain dispensers for over the counter medications where needed as requested by the Sheriff's Office.

6.0 EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE FOR VENDING SERVICES

- 6.1** Exhibit I Location and Description of Required Vending Equipment, presents the initially desired equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the Sheriff's Office and Contractor with the objective of providing the best possible service. The required equipment shall be maintained throughout the life of the contract free and clear of liens, mortgages and encumbrances unless otherwise agreed by the Sheriff's Office.
- 6.2** Equipment shall be new and unused. Equipment classified as demonstrators, prototype or discontinued are not acceptable. The equipment shall be the latest model offered and must be tried, proven, and in current use. Existing equipment that has been installed or replaced within the last nine months for purposes of this RFP will be considered new equipment. Proposers should include with their response the brand and model of all equipment that will be installed.
- 6.3** All vending equipment and product shall be in compliance with the WISCONSIN ADMINISTRATIVE CODE, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, CHAPTER 198, VENDING OF FOOD, (Exhibit IV). All up-to-date equipment shall be subject to inspection and approval by the Sheriff's Office prior to final installation.

Changes of products and equipment source shall require prior approval of the Sheriff's Office.

- 6.4** Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer, meter reading, and location shall be recorded and provided to the Sheriff's Office for the permanent files. All changes in the initial listing shall be arrived at by mutual agreement, including relocations, and confirmed in writing with copy to County Purchasing.
- 6.5** Where necessary, utilities shall be brought to the equipment by the County. The Contractor shall be responsible for paying the costs of connections from the equipment to the provided utility source, including all other costs of installation of the equipment.
- 6.6** Ownership of all vending equipment of the Contractor shall remain with the Contractor. However, the Sheriff's Office agrees to take such measures as may be reasonably required, as defined by the Sheriff's Office, for the protection against loss by pilferage or destruction. Required equipment repairs expense shall be the Contractor's responsibility.
- 6.7** Vending sales by employees of the Contractor during equipment stocking, servicing, revenue collecting process or for any other reasons shall not be done manually. Prior to requiring manual sales of items sold through vending equipment, high volume areas shall be equipped with additional equipment of the type required.
- 6.8** In addition to the necessary operating instructions, the Contractor shall provide each vending location with information to the user where malfunction reports, products quality comments, and refund requests may be made. All information including permits, licenses and price regulation that are required to be posted shall be displayed in an appropriate manner agreed by the Sheriff's Office without defacing the facilities of the Sheriff's Office.
- 6.9** The Contractor is responsible for control of keys obtained from the Sheriff's Office and the security of those areas for which and when Contractor's representatives use them. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the Sheriff's Office. The Sheriff's Office shall designate the authority that shall receive these reports and be responsible for key issue and periodic review of key control.
- 6.10** Vending equipment not removed from the Sheriff's Office locations on termination of vending contract and/or after ten (10) days written notice to the Contractor may be removed and placed in storage by the Sheriff's Office. All costs of removal, storage, and product and revenue loss shall be the Contractor's.
- 6.11** The Sheriff's Office shall not guarantee an uninterrupted supply of water, steam,

electricity or heat except that it shall be diligent in restoring service following an interruption. The Sheriff's Office shall not be liable for any loss that may result from the interruptions or failure of any such utility services.

- 6.12** Contractor shall provide vending equipment at locations indicated in Exhibit I. Locations may be added or deleted by the Sheriff's Office during the term of the contract. Contractor must provide service or remove service from locations as requested by the Sheriff's Office.

7.0 EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT AND SANITATION FOR VENDING SERVICES

- 7.1** The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the Sheriff's Office and in compliance with Chapter HSS. 196 and 198 of the Wisconsin Administrative Code. Thus, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices, including food handler's appearance and performance in the preparation, service, transport and storage of food and related items. Structural, utility and non-vending equipment changes necessary in order to comply with such requirements shall be made by the Sheriff's Office at its expense.
- 7.2** A program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning vending equipment shall be instituted and carried by the Contractor. This program shall be described in detail with each proposer specifying equipment and parts backlog to meet emergencies as part of proposal submission. The Sheriff's Office shall not perform maintenance or repair on any equipment of the Contractor.
- 7.3** The Contractor shall provide vending equipment maintenance and repair service 24 hours a day and seven days a week, so as to minimize vending equipment down time should malfunctions be reported. It is anticipated that service will be performed during normal day working hours. Equipment that cannot be returned to full service within 72 hours of notification of needed repair shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The Contractor shall supply food and beverage products to the equipment a minimum of five days per week, Monday through Friday, between the hours of 8:00 a.m. and 3:00 p.m. Specific locations that require product service on Saturday and/or Sunday shall be determined by mutual agreement. **The Contractor shall be alert to specific equipment that requires product inventory stocking more frequently than once per day to maintain adequate product variety and inventory to provide satisfactory service twenty-four hours per day.**

- 7.4** The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor that results in potential service or sales reduction.

- 7.5** Industry improvements on vending equipment occurring during the life of this contract shall be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the Sheriff's Office and mutually agreed by the Contractor. Such improvements shall include, but not be limited to, odd-cent coin mechanism, "fail-safe no touch burglar alarms," self-locking coin boxes, and other electronic security and metering devices.
- 7.6** The Contractor shall keep the Sheriff's Office informed of new industry security measures in use. The Sheriff's Office shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the Contractor and mutually agreed by the Sheriff's Office.
- 7.7** The Sheriff's Office shall provide daily floor maintenance in the vending areas, and the Contractor shall cooperate in keeping this service to a minimum. Route employees shall clean floor spillage that occurs in the process of filling or sanitizing equipment.
- 7.8** The Sheriff's Office shall be responsible for the periodic stripping and sealing or waxing floors in the vending areas, and shall furnish at its expense the necessary equipment, supplies and labor.
- 7.9** The Sheriff's Office shall provide waste containers and bag liners in the vending areas, where necessary, and in sufficient number to maintain sanitary standards for trash disposal. All waste containers shall be kept in a clean and satisfactory condition at all times, and emptied as often as necessary by the Sheriff's Office.
- 7.10** The Contractor shall remove all waste container trash, master cartons, crates, etc., from the vending service and storage areas to dumpsters provided and serviced by the Sheriff's Office. Carts and other equipment used by the Contractor shall have wheels or casters that do not cause damage to the carpet, and bumpers so as to not damage the walls. Repairs for damage to Sheriff's Office premises caused by carts and other equipment will be billed to the Contractor.
- 7.11** The Sheriff's Office is responsible for the costs of insect and pest control in all vending service and storage areas. The contractor is responsible to maintain maximum insect and pest control for products and equipment.

8.0 COMMISSARY SERVICE PRODUCT SPECIFICATIONS

- 8.1** The list of products which shall be offered by the Contractor for inmates on an "order basis" from the commissary service includes a minimum of the selections from Exhibits II – A thru II - C, Dane County Menu as agreed upon between the contractor and Sheriff's Office. Products shall include, but are not limited to:

- 8.1.1 Candy, Nuts, Cookies
- 8.1.2 Toilet Articles
- 8.1.3 Miscellaneous Items-Commissary Service
- 8.1.4 Laundry debit cards (See Section 6.4)
- 8.1.5 Over the Counter Medications
- 8.1.6 Beverages, individual packs
- 8.1.7 Stamps (Limit of 10 Stamps)
- 8.1.8 Clothing Items
- 8.1.9 Food/Pastry Items
- 8.1.10 Snack and Food Items for Inmates with diet restrictions

- 8.2 The Contractor shall take under advisement the Sheriff's Office's wishes regarding such considerations as brand preference, design and container material specifications of all items, use of state products, and use of local vendors where the resulting costs do not significantly jeopardize the fixed guaranty and commissions of this contact.
- 8.3 A variety of recognized nutritious snacks shall be available in those locations where snacks are already offered or for new locations as may be determined by the Sheriff's Office. Vend and price as determined by mutual agreement.
- 8.4 The Sheriff's Office currently maintains a contract with CoinMach for maintenance of laundry facilities for the jail. Contractor agrees to provide laundry debit cards for sale to, and for use by, inmates through commissary. CoinMach shall provide the laundry cards to the Contractor. The Contractor is responsible for coordinating the supply of laundry cards with CoinMach. In the event the contract with CoinMach changes, the Contractor agrees to work with the new laundry equipment vendor to ensure continuity of service.

Contact for CoinMach is: Robert Matthews, Account Executive, 124-B Messner Drive, Wheeling, IL 60090, telephone 847-459-7070 ext. 307, e-mail rmatthews@coinmachcorp.com.

- 8.5 The Contractor shall provide necessary staff and/or equipment to facilitate the processing of commissary orders which involves direct data entry into the Spillman Jail Management System in use by the Sheriff's Office. This can be accomplished by a VPN connection or Neoteris internet option. The processing shall meet with the Sheriff's Office approval. Any proposer who wishes to use a scanning option must work with Spillman Technologies, Inc. for development. **The Contractor is responsible for all costs associated with implementing any such option.** If other options are proposed, they will be negotiated with the successful proposer, and included in the Purchase of Services Agreement. Any costs associated with implementation and use of any other option is the responsibility of the Contractor.

Contact for Spillman Technologies, Inc., is Evan Nyman, Account Manager, telephone 800-860-8826, extension 76809, e-mail enyman@spillman.com, fax 801-326-3710.

9.0 COMMISSARY SERVICE OPERATIONS

- 9.1** The Contractor shall provide a commissary service for inmates on an as needed pre-order basis at least once per week on a delivery schedule acceptable to both parties. Contractor's employees shall deliver product directly to the inmate on-site at his/her housing unit. Contractor will assure that at least one delivery employee will be able to communicate effectively in English to resolve questions and issues with the inmate at the time of delivery.

Service schedule revisions to accommodate security requirement, holiday periods and unique Sheriff's Office needs shall be determined by the Sheriff's Office.

- 9.2** The Contractor shall provide off-site storage space for merchandise inventory and order processing.
- 9.3** The Contractor shall maintain an adequate inventory of items specified for this service to fill each inmate's order on the day required. It is acceptable to deliver orders on the day following the placement of the order. **"Short" or "Back" orders are not permitted.** Substitution, deletions, or additions of products or portions specified shall have prior approval of the Sheriff's Office.
- 9.4** The Sheriff's Office shall work closely with the Contractor to maintain a variety of items and brands that meet the inmate needs and have a high turnover rate. Slow moving items may be removed from the required list by mutual agreement of the Sheriff's Office and Contractor, with the exception of those items determined to be necessary by medical providers and jail administrators for the health and hygiene of inmates. Consistency in the items and brands sold is a priority, as is the desire to maintain variety.
- 9.5** Product, containers and packaging shall **not have metal, glass or powder** as part of their content. Product must conform to all precautions for safety and security in a correctional facility, as determined by the Sheriff's Office. All product, containers and packaging must be pre-approved by the Sheriff's Office before the product is made available to inmates.
- 9.6** The Sheriff's Office shall be responsible for providing merchandise order forms required for service if direct data entry is the method of processing commissary orders. If other options are agreed upon, the Contractor shall be responsible for the cost of merchandise order forms. Any changes in product and/or pricing must conform to Section 5.2.

- 9.7** Processing of commissary orders shall be in compliance with Section 8.5 of this proposal. Contractor must make all necessary adjustments to comply with Section 8.5 and this section. The Contractor shall notify the Sheriff's Office of any errors that may have occurred in the processing of commissary orders within forty-eight (48) hours of any occurrence. After this time period, the Sheriff's Office shall be held harmless.
- 9.8** The Contractor shall process and bag the orders and deliver the product directly to inmates in the housing units. Contractor shall include a copy of the order form for the inmate. Inmates shall sign for items at time of delivery. Sheriff's Office staff will not accept or sign for commissary orders on behalf of inmates. Orders are to be delivered in paper or plastic bags. **Contractor shall retrieve all plastic bags from inmates.**
- 9.9** Commissary sales shall include the sale of "Indigent Packs" to inmates' that the Sheriff's Office determines are indigent. A separate order form will be used (if direct data entry method of entry is used). The cost of the indigent packs shall be deducted on a monthly basis from the commissions due the Sheriff's Office under this contract. See Exhibit II-C for list of items included in each indigent pack.
- 9.10** Disputes shall be between the Contractor and the purchaser. It will be the responsibility of the Contractor to provide refunds or deliver the product(s) ordered. No partial credits of product will be processed by the Sheriff's Office. Contractor is responsible for settling accounts with inmate directly if inmate is released from jail prior to delivery of order, except as noted in Section 9.10.
- 9.11** Orders processed for inmates who are shipped because of overcrowding to other counties prior to delivery, will be credited or voided by the Sheriff's Office at Contractor's request. Any such credits will be included with the weekly invoice to be applied against that invoice.
- 9.12** Any profit or loss from the commissary service after direct costs, Contractor's management and administrative fees, and commission or guarantee payments shall remain with the Contractor.

10.0 PERSONNEL, EMPLOYMENT PRACTICES AND STAFFING FOR BOTH VENDING AND COMMISSARY SERVICES

- 10.1** Contractor shall at all times maintain on duty for the Sheriff's Office an adequate staff of employees for efficient operation. The Contractor shall provide expert administrative, purchasing, equipment, consulting and personnel supervision.
- 10.2** The Contractor shall provide headquarters management staff, made known to the Sheriff's Office by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the Sheriff's Office on current and future food service

programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the specifications of this contract.

- 10.3** Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. All employees of the Contractor at the Sheriff's Office who handle cash shall be bonded and a list of these employees furnished to the Sheriff's Office. This list shall be reviewed and approved in writing or at any time during the year by the Sheriff's Office. Personnel of the Contractor shall observe all regulations of the Sheriff's Office. Failure to do so may be grounds for dismissal.
- 10.4** The Contractor's management, repair service, route and commissary service employees assigned to the Sheriff's Office, on both regular and relief schedules, shall be selected with prior approval of the Sheriff's Office. The Contractor, at all times, shall maintain a minimum of four employees on payroll, authorized by the Security Services Division to service the Sheriff's Office. The contractor shall provide the Sheriff's Office with a list of approved employees prior to the start of the contract and as frequently thereafter as necessary to keep the listing current.
- 10.5** **It is required, prior to any physical entry into the Jail that all Contractors' employees receive a written clearance to do so from the Sheriff's Office, based upon a successful security background check.** Each Contractor employee cleared for work in the Jail shall be issued a personal identification card by the Sheriff's Office which must be presented for entry and worn at all times during their shift in the Jail area. The Sheriff, or his designee may deny access to the Jail system, to any provider employee or potential employee. The Contractor's employees convicted of a felony or misdemeanor shall not be approved for assignment at the Sheriff's Office.
- 10.6** The Contractor's employees assigned the Sheriff's Office for any period of time shall be required to participate in training classes conducted by the Sheriff's Office to familiarize the employee with such things as security precautions. Training shall occur prior to admission to the jail. The Contractor shall be responsible for employee wages, if any, for these training sessions.
- 10.7** Employee uniforms shall be provided by the Contractor which are mutually agreed by the Sheriff's Office and Contractor to be best suited for the job function intended, and easily identify the Contractor and employee by name. Exceptions shall be determined by mutual agreement of the Sheriff's Office and Contractor.
- 10.8** The Contractor shall not be granted vehicular access to the garage of the City-County Building (CCB) or the Public Safety Building (PSB) at any time. The loading dock at the PSB may be used to unload deliveries to both the PSB and the CCB. Parking is usually available on the surface lot by the loading dock. If Contractor wishes to park in the surface lot, they must make sure any vehicle does not block ingress/egress to the

surface lot for emergency equipment, nor can it block ingress/egress into the building for emergency personnel and/or equipment. The Sheriff's Office does not guarantee parking will always be available on the surface lot. Contractor shall make arrangements for alternate parking as necessary.

- 10.9** All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2006 is \$9.31. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm

11.0 COMMISSIONS, ACCOUNTING, AND PAYMENTS FOR VENDING AND COMMISSARY SERVICES

- 11.1 Commissions** - Commissions shall be expressed on the included submittal forms by the Contractors on net sales (gross sales, less State Tax) on all items as follows:

11.1.1 Percentage on individual vending product categories and a minimum guarantee total commission per year, whichever is greater.

11.1.2 A composite percentage for all commissary service net sales and a minimum annual guarantee total commission, whichever is greater.

11.2 Accounting

11.2.1 The Contractor shall maintain complete accurate records of vending transactions for each machine and all commissary service sales in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statement pertaining to the operations at the Sheriff's Office for a period of five years from the close of **each year's operation**.

11.2.2 The Contractor's inventory control of reported inventory sales for route employees, after reconciliation to cash collections, shall be used as the basis to compute commissions payable to the Sheriff's Office. Collections shall be bagged and counted by machine, reconciled to reported inventory sales, and not commingled with changer funds.

11.2.3 Cold beverage vending equipment shall be equipped by the Contractor with non-reset item sale counters that are maintained in continual operative condition; and each period statement shall include beginning and ending counter readings for this equipment. Cash collection reports, reported sales, and non-reset item sales counters shall be audited on a regular schedule, as determined by the Sheriff's Office, to verify the Contractor's inventory control and reported commissions.

- 11.2.4** Inventory control cards shall be kept for each machine indicating date, product description, sale price and quantity loaded into the machine and they shall be made available to the Sheriff's Office on a schedule to be mutually determined. Product inventory and sales shall be recorded by machine at the time of each service occurrence.
- 11.2.5** A voucher refund system shall be required and shall involve dispersing of funds through representatives of the Sheriff's Office where four or more vending machines are installed at one location. The voucher system shall include a form supplied by the Contractor and approved by the Sheriff's Office to be filled out by the person making refund claim and shall include the following information: what machine, what happened, date, building, and who suffered loss. The Contractor shall make refunds to the satisfaction of the Sheriff's Office. Locations of less than four vending machines shall be provided with instructions where refunds may be obtained. It is the Contractor's responsibility to make certain such instructions are continuously posted and proper forms are continuously available. The Sheriff's Office shall have access to source documents to verify reported refunds.
- 11.2.6** The Sheriff's Office records of receipted sales shall be used as the basis to compute commission payable to the Sheriff's Office or revenue from the commissary service. The County may review the Contractor's sales records for the commissary service at any time at a mutually agreed time. The Contractor may review the County's commissary records at any time at a mutually agreed time.
- 11.2.7** Sales tax collected from customers shall be deducted from gross receipts, before computing the State Sales Tax provided the customers are advised of the amount of sales tax they are paying by posted sign or printed notice. (Divide gross receipts by 1.05.) Commissions shall be computed on the resulting net receipts for all commission sales. The Contractor on request shall make available to the Sheriff's Office copies of all sales and other excise tax reports that the Contractor is required to furnish any government or governmental agency which identify those revenues and resulting taxes generated at the Sheriff's Office. The same procedure shall be used to determine State sales tax and commissions for commissary service sales.
- 11.2.8** The Sheriff's Office commissions under this contract are determined in part with the Contractor's full consideration of applicable State, local, and Federal excise and sales taxes on all products at the start of this contract. In event of an increase in these taxes or change in tax structure increasing Contractor's tax liability and affected product sale price is not adjusted, commissions shall be reduced the same amount in dollar terms to compensate the Contractor for tax increase. In the event of tax decrease, and no gross sales price is affected, the

Sheriff's Office shall receive the exact same amount in commission compensation for such decreased tax.

11.2.9 Refunds and tests shall be deducted from gross sales item categories in which refund and tests occurred prior to computation of State and local sales tax and commissions due the Sheriff's Office.

11.2.10 A representative of the Sheriff's Office may accompany the Contractor's route employees when meter counts and money collections are made at a time pre-determined and agreed by the Sheriff's Office. Cash receipts collected from the equipment shall be jointly counted by the Sheriff's Office and the route employee at a location and by means determined by the Sheriff's Office and mutually agreed by the contractor. Revenue discrepancies from the composite of these collections and that are reported on the period statement shall be explained by the Contractor in writing as part of such period statements.

11.3 Payments

11.3.1 The contractor shall pay the Sheriff's Office the commissions percentage of each period's net (gross sales less State Sales Tax) vending equipment sales on or before the 15th day of the period following the last day of the period in which commissions were earned. A detailed explanation of dollar sales by item category, by location, by each vendor, an extension of commissions, and a composite statement of said sales and commission shall accompany every payment. **For the purpose of this contract, the term period shall mean calendar month.** The contractor shall note causes of abnormal revenue deviations as part of these statements.

11.3.2 Commissary service commissions shall be paid on or before the 15th day of the period following the last day of the period in which commissions were earned. The payment shall be accompanied with a record of receipted sales and State Sales Tax and commission calculation.

11.3.3 In the event a single vendor is awarded both the vending and commissary portions of this solicitation the amount of these commission payments may be combined with vending commissions in one check per period.

11.3.4 All period commission payments shall be sent to the Dane County Sheriff's Office, Attention Jail Bookkeeper, 115 W. Doty, St., Madison, WI, 53703. Copies of period statements and supporting documents shall be sent to the Security Services Captain and the Sheriff's Office Contract Compliance Officer. Commission payments not received by the Sheriff's Office on the 15th day following the last day of the period in which it was earned shall be subject to a minimum interest penalty on the commissions due at the prevailing interest percentage earned on short term deposits at the time. During the month of

December 2005, the interest rate earned by Dane County on short-term deposits was 4.06%.

- 11.3.5** The Contractor shall invoice the Sheriff's Office for commissary service sales weekly. **Sales records provided by the Sheriff's Office shall be the determining basis for each invoice.**
- 11.3.6** One year from the effective date of this contract, and each full year thereafter during the life of the contract, the Contractor shall pay the Sheriff's Office that portion of commission due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 15th day of the following accounting period, and recorded as commissions paid in the year the guarantee was due. On expiration or termination of this contract, partial year guarantee minimum commissions due, if any, shall be calculated as that portion of the total number of periods for which service was provided.
- 11.3.7** On expiration or termination of this contract, commissions due the Sheriff's Office shall be paid on sales until all equipment has been removed. The removal date for each piece of equipment on expiration or termination of the contract, or removed at any time during the contract period prior to expiration, shall be indicated on the period statement.
- 11.3.8** On request of the Sheriff Office, the Contractor shall meet with the Sheriff's Office and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required service included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.
- 11.3.9** All records pertaining to the operation of this vending food service shall be open for inspection and/or audit by Dane County, Wisconsin at any or all reasonable times.
- 11.3.10** The Contractor shall advise the Sheriff's Office of the schedule of the contractor's audit of records and operations of the Sheriff's Office. The Sheriff's Office shall have the option to participate in the Contractor's audits and require a full report of these audits, as they pertain to this contract, annually.
- 11.3.11** Sales during a month designated by the Sheriff's Office as "Indigent Inmate Sale" shall be paid by deducting the cost of the merchandise from the commission paid by the Contractor. The Sheriff's Office may restrict what items and numbers are available to "Indigent Inmates."

11.3.12Vending machine sales to Dane County employee sites will be non-commissionable and prices will reflect this lesser rate. Contractor agrees that the prices of items sold in the employee break areas will be kept at a level to maintain the lowest possible costs for Sheriff's Office staff.

11.3.13Should the Contractor pay a higher commission to any other jail, prison or house of corrections commissary and/or prisoner vending operation in the State of Wisconsin, the Dane County Jail shall have its commission rate increased to equal the rate paid to the other account.

12.0 PROPOSER INFORMATION QUESTIONNAIRE

It is the purpose of this RFP to obtain complete data from each proposer to enable Dane County and the Sheriff's Office to determine which proposer is best able to serve all of the criteria that is to be considered in the award of this contract. The proposer shall answer the following questions and submit them as part of their proposal. Statements are required to be complete and accurate. Omission, inaccuracy or misstatement may be sufficient cause for rejection of the proposal. To this end, each proposer shall furnish as part of this proposal a complete description of capabilities in the field of vending food service operations and/or commissary service operations. The proposer shall number any attachments to correspond with the appropriate section number.

12.1 Name and address of operating company.

12.2 The duration and extent of experience in the operation of vending food services and/or commissary.

12.3 A list of similar operations and locations where you are or have operated vending food and/or commissary services.

12.4 A complete balance sheet or annual report as of your last fiscal year of operation. Certification of this report by a Certified Public Accountant may be required.

12.5 A table of company organization and a plan for the administrative-management and supervision staffing proposed under the specification of this contract, including the number of staff to be assigned and resumes of individuals assigned as immediate supervisor of the contract.

12.6 Descriptions of internal accounting program for:

12.6.1 Inventory control for central warehouse and on location storage areas, and route inventory control.

12.6.2 Vending food service/commissary service personnel accounting controls.

12.6.3 Method of recording/checking/reporting sales.

12.6.4 Route and internal control of cash handling, coin and bill changers, coin counting facilities and refund system.

12.6.5 Internal audit system.

12.6.6 Regular accounting and inventory and cash collection control forms used with detailed explanation of each and their importance.

- 12.6.7** Identify proposed accounting periods, minimum twelve (12) annually.
- 12.7** A description in detail of your program of preventive maintenance and regular replacement of worn and/or malfunctioning equipment.
- 12.8** Disclosure of information on current litigation with other organizations contracting with vendor.
- 12.9** A list of the names of all the owners of the company or principals of the corporation.
- 12.10** Other such information as the proposer deems pertinent for consideration by the Sheriff's Office.

13.0 PROPOSAL SUBMITTAL FORM FOR COMMISSARY AND VENDING SERVICE

We, the undersigned, in compliance with the RFP #106061 for Vending Food Service, hereby propose to pay the commissions and guarantees to the County of Dane for vending machine net sales, as follows. In making these proposals, we acknowledge that we have read and understood this RFP and hereby submit our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

13.1 Itemized Commissions, Vending Equipment

	<u>Type of Machine</u>	<u>Selling Price</u>	<u>Commission Offered (%)</u>
13.1.1	Soft drink, bottle vend pre-mix 20 oz	\$1.00 - \$1.25	_____ %
13.1.2	Candy, gum, nuts, mints, cookies, snacks, pastries	\$.45 - \$1.15	_____ %
13.1.3	Food – Sandwich, soup, juice	\$.45 - \$1.15	_____ %
13.1.4	General Merchandise (toilet articles/miscellaneous)	\$.30 - \$3.15	_____ %
13.1.5	Ice cream	\$.35 - \$.50	_____ %
13.1.6	Coffee, hot cocoa	\$.65 - \$1.25	_____ %

13.2 Minimum Annual Guarantee for Vending

13.3.1 The Contractor agrees to pay the Sheriff's Office a minimum annual guarantee on the composite net sales of vending equipment and/or commissary service sales of _____ (\$_____).

13.3 Commissary Service Composite Commission

13.2.1 The Contractor agrees to pay the Sheriff's Office a composite commission of commissary service sales of _____ percent (_____%), or a minimum annual guarantee, whichever is greater.

13.4 Minimum Annual Guarantee for Commissary Services

13.3.1 The Contractor agrees to pay the Sheriff's Office a minimum annual guarantee on the composite net sales of commissary service sales of _____ (\$_____).

**ATTACHMENT A
SIGNATURE AFFIDAVIT**

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

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

Name (Type or Print)

Title

Signature

Firm

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

Telephone

Fax

E-Mail

Date

ATTACHMENT B

VENDOR DATA SHEET

1. Proposing Company Name _____

Telephone _____ Toll Free Telephone _____ Fax _____

Address: _____

City: _____ State: _____ Zip + Four: _____

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

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

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

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone: _____

Address: _____

City: _____ State: _____ Zip + Four: _____

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

Name: _____ Title: _____

Telephone: _____ Toll Free Telephone _____

Address: _____

City: _____ State: _____ Zip + Four: _____

ATTACHMENT C

REFERENCE DATA SHEET

FOR VENDOR:

Provide a current list of comparable municipal references for which your firm is providing or has recently provided Financial Advisor Services including dates, a specific contact person, their title and telephone number. The references provided should be for services provided from the office that would be servicing this contract.

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

Governmental Unit: _____
Address: _____
Telephone: _____ Contact Person: _____

**ATTACHMENT D
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

ATTACHMENT D

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

Section	Page Number	Topic
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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

Date

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

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

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

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

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

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

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

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

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

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

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in

the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

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

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

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

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

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

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful

vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's

Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

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

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

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

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

20.0 INSURANCE RESPONSIBILITY: The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in

the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

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

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful vendor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against County upon any matter herein indemnified against, County shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

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

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

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

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

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

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

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

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

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

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

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

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

27.0 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

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

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

28.02 Bidders are exempt from the above requirements if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;

- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

EXHIBIT I

**LOCATION AND DESCRIPTION
OF REQUIRED VENDING EQUIPMENT**

Public Safety Building – Note: The smallest door size in the housing units is 2' 10"w x 6' 9 1/2"h

Location	Soda	Snacks & Candy	General Merch	Hygiene	Ice Cream	Change	Medic Aid OTC Med Dispenser	Soap/ Fabric Softener
3A				1 empty		1 empty		
3C	1	1				1		
3E	None							
3G	None							
3I	1	1				1		
3K	None							
3rd Floor				2			1	1
4A	1	1				1		
4C	None							
4E	None							
4G	None							
4I	1	1				1		
4K	1	1				1		
4th Floor				2			1	1
Visitation	1	1						
Lobby						1		
Total	6	6	0	5	0	7	2	2

****PSB Break Room – staff only:**

1 soda machine, 1 candy/snack machine, 1 general merchandise machine

Ferris Center

Location	Soda	Snack/ Candy	Gen Merch	Sundry	Ice Cream	Change	Coffee/Hot Chocolate	Medic Aid OTC Med Dispenser	Soap/ Fabric Softener
1st Floor	2	1	1	1	1	1	1	1	1
2nd Floor	2	1	1	1	1	1	1	1	1
Total	4	2	2	2	2	2	2	2	2

City-County Building

****7West – staff only:** 1 soda machine, 1 candy/snack machine

****Staff only vending machines – no commissions are collected.**

- *Soda machines are currently vending cans. This Request for Proposal requires bottles.*

Commissary Items for City County Building Jail - EXHIBIT II – A				
Deodorant Soap	Hair Brush	Granola Bar	Combo Pizza Flavor	Eraser for pencil top
Dial Soap	Palm Brush	P/B Cheese & Crackers	Pork Rinds	Dictionary-English
Ivory Soap	Clorphen (decongestant)	Cheese & Crackers	Pretzel	Carbon Paper
Black & White Soap	Curl Activator	Oreo Cookies	Cracklins - Hot	Dictionary-Spanish
Lever Soap	Blue Magic Hair Cond	Peanut Butter Crunch Bar	Oat & Honey Granola Bar	Pocket Folder
Coast Soap	Blue Magic Bergamot	Sugar Free Wafer	Peanut Butter Granola Bar	Friendship (English)/stamp
Shampoo	Pro Hair Food	Marsh. Crispy Treat	Instant Oatmeal - Cup	Friendship (Spanish)/stamp
Dandruff Shampoo	Coconut Hair Cream	S/F Pecan Delights	Raisins	Birthday (English)/stamp
Conditioner	Sulfur 8 Conditioner	Five Flavor	Saltines (box)	Birthday (Spanish)/stamp
Head & Shoulders	Dark and Lovely Gel	Jolly Rancher	Graham Crackers	Special Occasion/stamp
Suave Shampoo/Cond	Acetaminophen - 2 tabs	Fire Jolly Rancher	Wheat Thins	Soap Box
Suave Conditioner	Aspirin - 2 tabs	Butterscotch Candy	Tortillas	Toothbrush Holder
Suave Shampoo	Ibuprofen – 2 tabs	Lemon Drops	Oatmeal Cookies	Grocery Bag-Lg
Queen Helen Style Gel	Cough Drops	Rootbeer Barrels	Fudge Brownies	Playing Cards
Baby Shampoo 4 oz.	Antacid Roll	Sugar Free Hard Candy	Duplex Creme Cookies	Puzzle Book
Lady Speed Stick	Stress Liquid Antacid	Atomic Fireballs	Butter Cookies	Socks
Mennen Speed Stick	Antifungal Cream	Licorice	Chocolate Chip Cookies	T-shirt Lg
Roll On Deodorant	Benzoyl Peroxide	Sour Fruit Burst	Fam.Amos cho.chip cook	T-shirt XL
Mennen Sports 2.7 oz	Triple Anti-Ointment	Breathsavers Sug Free	Honey Bun	T-shirt 2XL
Gel Toothpaste 4 oz.	Hemorrhoid Cream	Orange Slices - bag	Apple Pie	T-shirt 3XL
Flouride Toothpaste	Hydrocortisone - 1 use	Skittles Tropical	Cherry Pie	Briefs Mens Small
Crest Toothpaste	Chapstick	Starburst	Chocolate Cupcakes	Briefs Mens Medium
Dawn Mist mouth rinse	Decongestant - 2 tabs	Mamba Fruit Chew	Mini Donuts	Briefs Mens Large
Denture Adhesive	Alamag Plus	Tootsie Pops	Pop Tart - 2 count	Briefs Mens XL
Toothbrush	Shower Cap	Tea	Vanilla Pudding	Thermal Top Lg
Dental Flosser	Tampons - Regular	Coffee, Single Decaf	Chocolate Pudding	Thermal Top XL
Sensodyne 4 oz.	Tampons - Super	Cocoa	Cheese Squeezer	Thermal Top 2XL
Denture Cleaner	Sanitary Napkins	Fruit Punch Mix	Peanut Butter Squeezer	Thermal Top 3XL
Lotion	Panty Liners	Cherry Mix	Nacho Cheese Dip	Thermal Bottom Lg
Cocoa Butter Lotion-4oz.	Foam Rollers	Lemonade Mix	Sausage Log 5 oz.	Thermal Bottom XL
Cocoa Butter Lot. -11oz.	Metamucel fiber wafer	Orange Mix	Meat Stick	Thermal Bottom 2XL
Baby Magic Lotion	Bandages-Each	Apple Cider Drink Mix	Beef Jerky	Womens Briefs Med
White Petroleum Jelly	Ora-Jel	Grape Drink Mix	Hickory Smoked Saus	Womens Briefs Lg
Hospital Lotion	Carmex	SF Fruit Punch 10 pk	Hot&Spicy Buff Chicken	Womens Briefs XL
Noxema	M&M Plain	SF Orange Drink 10 pk	Teriyaki Chicken Chunk	Sports Bra Med
Vaseline Intensive Care	M&M Peanut	SF Lemonade 10 pk	Cup-O-Noodle	Sports Bra Lg
Diamode Antidiarreal	Snickers Almond	Chips - Plain	Mayonnaise (indiv pack)	Sports Bra XL
Nasal Spray	Milky Way	Chips - BBQ	Legal Pad-Yellow	Purafit earplugs
Diphen (antihistamine)	Snickers	Fritos	Sketch Pad	Indigent Soap
Yeast Infection Ointment	Baby Ruth	Cheetos	Writing Pad 6x9	Shampoo Packet
Artificial Tears	Butterfinger	Doritos	Envelope #10	Indigent Deoderant
Saline Solution	Kit Kat	Jalapeno Krunchers	Envelope 9x12	Indigent Toothpaste
Shaving Cream	Three Musketeers	Flaming Hot Cheetos	Stamped Envelope	Indigent Toothbrush
Depilatory	Reeses Peanut Butter Cup	BBQ Cornuts	Stamps - 10	Lotion Packet
5" Comb	Payday	Cheese Popcorn	Pencil/Eraser	
9" Comb	Nutrageous	Gardettos	Golf Pencil	INDIGENT PACKS - See
Afro Pick	Peanuts	Hot Fries	Colored Pencils	Exhibit III-C

Commissary Items for Public Safety Building – Exhibit II – B				
Deodorant Soap	Hair Brush	Granola Bar	Combo Pizza Flavor	Pencil Top Eraser
Dial Soap	Palm Brush	P/B Cheese & Crackers	Pork Rinds	Dictionary-English
Ivory Soap	Clorphen(decongestant)	Cheese & Crackers	Pretzel	Dictionary-Spanish
Black & White Soap	Curl Activator	Oreo Cookies	Cracklins - Hot	Pocket Folder
Lever Soap	Blue Magic Hair Cond	Peanut Butter Crunch Bar	Oat & Honey Granola Bar	Friendship (English)/stamp
Coast Soap	Blue Magic Bergamot	Sugar Free Wafer	Pean Butt Granola Bar	Friendship (Spanish)/stamp
Shampoo	Pro Hair Food	Marsh. Crispy Treat	Instant Oatmeal - Cup	Birthday (English)/stamp
Dandruff Shampoo	Coconut Hair Cream	S/F Pecan Delights	Raisins	Birthday (Spanish)/stamp
Conditioner	Sulfur 8 Conditioner	Five Flavor	Saltines (box)	Special Occasion/stamp
Head & Shoulders	Dark & Lovely Style Gel	Jolly Rancher	Graham Crackers	Soap Box
Suave Shampoo/Cond	Acetaminophen - 2 tabs	Fire Jolly Rancher	Wheat Thins	Toothbrush Holder
Suave Conditioner	Aspirin - 2 tabs	Butterscotch Candy	Tortillas	Laundry Detergent
Suave Shampoo	Ibuprofen - 2 tabs	Lemon Drops	Oatmeal Cookies	Gain with bleach
Queen Helen Style Gel	Cough Drops	Rootbeer Barrels	Fudge Brownies	Grocery Bag-Lg
Baby Shampoo 4oz.	Antacid Roll	Sugar Free Hard Candy	Duplex Creme Cookies	Fabric Softener
Lady Speed Stick	Stress Liquid pink antacid	Atomic Fireballs	Butter Cookies	Playing Cards
Mennen Speed Stick	Antifungal Cream	Licorice	Chocolate Chip Cookies	Puzzle Book
Roll On Deodorant	Benzoyl Peroxide	Sour Fruit Burst	Fam.Amos cho.chip cook	Laundry Card
Mennen Sports 2.7 oz.	Triple Anti-Ointment	Breathsaver SugarFree	Honey Bun	Socks
Gel Toothpaste	Hemorrhoid Cream	Orange Slices - bag	Apple Pie	T-shirt Lg
Flouride Toothpaste	Hydrocortisone - 1 use	Skittles Tropical	Cherry Pie	T-shirt XL
Crest Toothpaste	Chapstick	Starburst	Chocolate Cupcakes	T-shirt 2XL
Dawn Mist Mouth Rinse	Decongestant - 2 tabs	Mamba Fruit Chew	Mini Donuts	T-shirt 3XL
Denture Adhesive	Alamag Plus	Tootsie Pops	Pop Tart - 2 count	Briefs Mens Small
Toothbrush	Shower Cap	Tea	Vanilla Pudding	Briefs Mens Medium
Dental Flosser	Tampons - Regular	Coffee, Single Decaf	Chocolate Pudding	Briefs Mens Large
Denture Cleaner	Tampons - Super	Cocoa	Cheese Squeezer	Briefs Mens XL
Sensodyne 4 oz.	Sanitary Napkins	Fruit Punch Mix	Peanut Butter Squeezer	Thermal Top Lg
Lotion	Panty Liners	Cherry Mix	Nacho Cheese Dip	Thermal Top XL
Cocoa Butter Lot-4 oz.	Foam Rollers	Lemonade Mix	Sausage Log 5 oz.	Thermal Top 2XL
Cocoa Butter Lot-11 oz.	Metamucel fiber wafer	Orange Mix	Meat Stick	Thermal Top 3XL
Baby Magic Lotion	Bandages - each	Apple Cider Drink Mix	Beef Jerky	Thermal Bottom Lg
White Petroleum Jelly	Ora-Jel	Grape Drink Mix	Hickory Smoked Saus	Thermal Bottom XL
Hospital Lotion	Carmex	SF Fruit Punch 10 pk	Hot&Spicy Buff Chicken	Thermal Bottom 2XL
Noxema	M&M Plain	SF Orange Drink 10 pk	Teriyaki Chicken chunk	Womens Briefs Med
Vaseline Intensive Care	M&M Peanut	SF Lemonade 10 pk	Cup-O-Noodle	Womens Briefs Lg
Diamode Antidiarrheal	Snickers Almond	Chips - Plain	Mayonnaise (indiv pack	Womens Briefs XL
Nasal Spray	Milky Way	Chips - BBQ	Legal Pad-Yellow	Sports Bra Med
Diphen (antihistamine)	Snickers	Fritos	Sketch Pad	Sports Bra Lg
Yeast Infection Ointment	Baby Ruth	Cheetos	Writing Pad 6x9	Sports Bra XL
Artificial Tears	Butterfinger	Doritos	Envelope #10	Pura-fit ear plugs
Saline Solution	Kit Kat	Jalapeno Krunchers	Envelope 9x12	Headphones
Shaving Cream	Three Musketeers	Flaming Hot Cheetos	Stamped Envelope	Ear Buds
Depilatory	Reeses Peanut Butter Cup	BBQ Cornuts	Stamps - 10	Batteries AAA
5" Comb	Payday	Cheese Popcorn	Pencil/Eraser	Radio Receiver
9" Comb	Nutrageous	Gardettos	Golf Pencil	Indigent Soap
Afro Pick	Peanuts	Hot Fries	Colored Pencils	Shampoo Packet

INDIGENT PACKS FOR COMMISSARY SALES – EXHIBIT II – C			
PACK 1	PACK 2	PACK 3	PACK 4
Writing Tablet	Stamped Envelope (4)	Stamped Envelopes (4)	Stamped Envelope (4)
Stamped Envelope (2)	Golf Pencil	Indigent Soap	Indigent Soap
Golf Pencil	Indigent Soap	Shampoo Packet (2)	Shampoo Packet (2)
Shampoo Packet (2)	Shampoo Packet (2)	Indigent Deodorant	Indigent Toothpaste
Indigent Soap	Indigent Toothpaste	Indigent Toothpaste	Lotion Packet
Indigent Toothpaste	Lotion Packet		
Indigent Toothbrush			
Indigent Deodorant			

Required Vending Items in Sundry Machines – Exhibit III A and B

Sundry Machines – Exhibit III - A	OTC Med Dispenser – Exhibit III – B
Aftershave	Aspirin
Antifungal cream	Tylenol
AAA batteries	Ibuprofin
Blue Magic	Anti-histamine
Fabric Softener	Cold & flu relief
Brushless shave cream	Hydrocortizone cream, 1%
Chapstick	
Cocoa butter lotion	
Colgate flouride	
Comb	
Conditioner & Dressing	
Conditioner	
Cough drops	
Curl activator	
Daily C	
Dandruff shampoo	
Decoral Forte	
Dental floss sticks	
Dove	
Eye drops	
Foam rollers	
Hand lotion	
Head phones	
Ivory	
Lady Speed Stick	
Legal pads	
Mennen Speed Stick	
Noxzema	
Plain envelopes	
Playing cards	
Radios	
Razor	
Antacid (Rolaids/Tums)	
Saline solution	
Shampoo	
Shave cream bump	
Stamped envelopes	
Stamps	
Tampons	
Laundry soap (Tide)	
Toothbrush	

OTHER VENDING ITEMS – EXHIBIT III – C			
M&M Plain	Sugar Free Hard Candy	Jalapeno Krunchers	Chocolate Cupcakes
M&M Peanut	Atomic Fireballs	Flaming Hot Cheetos	Mini Donuts
Snickers Almond	Licorice	BBQ Cornuts	Pop Tart - 2 count
Milky Way	Sour Fruit Burst	Cheese Popcorn	Vanilla Pudding
Snickers	Breathsavers Sugar Free	Gardettos	Chocolate Pudding
Baby Ruth	Orange Slices - bag	Hot Fries	Cheese Squeezer
Butterfinger	Skittles Tropical	Combo Pizza Flavor	Peanut Butter Squeezer
Kit Kat	Starburst	Pork Rinds	Nacho Cheese Dip
Three Musketeers	Mamba Fruit Chew	Pretzel	Sausage Log 5 oz.
Reeses Peanut Butter Cup	Tootsie Pops	Cracklins - Hot	Meat Stick
Payday	Tea	Oat & Honey Granola Bar	Beef Jerky
Nutrageous	Coffee, Single Decaf	Peanut Butter Granola Bar	Hickory Smoked Saus
Peanuts	Cocoa	Instant Oatmeal - Cup	Hot&Spicy Buff Chicken
Granola Bar	Fruit Punch Mix	Raisins	Teriyaki Chicken Chunk
P/B Cheese & Crackers	Cherry Mix	Saltines (box)	Cup-O-Noodle
Cheese & Crackers	Lemonade Mix	Graham Crackers	
Oreo Cookies	Orange Mix	Wheat Thins	
Peanut Butter Crunch Bar	Apple Cider Drink Mix	Tortillas	
Sugar Free Wafer	Grape Drink Mix	Oatmeal Cookies	
Marsh. Crispy Treat	SF Fruit Punch 10 pk	Fudge Brownies	
S/F Pecan Delights	SF Orange Drink 10 pk	Duplex Creme Cookies	
Five Flavor	SF Lemonade 10 pk	Butter Cookies	
Jolly Rancher	Chips - Plain	Chocolate Chip Cookies	
Fire Jolly Rancher	Chips - BBQ	Fam.Amos cho.chip cook	
Butterscotch Candy	Fritos	Honey Bun	
Lemon Drops	Cheetos	Apple Pie	
Rootbeer Barrels	Doritos	Cherry Pie	

CHAPTER HSS 196 & 198

VENDING OF FOOD

To review HSS 196 and/or 198 go to the website: <http://folio.legis.state.wi.us/>

**JANUARY 2004 – DECEMBER 2005
VENDING SALES AND COMMISSIONS**

VENDING SALES

***Net Sales**

	2005	2004
January	\$31,249.65	\$28,315.25
February	\$34,542.85	\$27,218.05
March	\$45,497.88	\$38,077.55
April	\$32,671.60	\$28,939.07
May	\$32,514.95	\$29,907.46
June	\$39,330.05	\$34,329.60
July	\$31,368.35	\$26,581.85
August	\$27,230.45	\$26,355.70
September	\$35,416.95	\$40,141.40
October	\$28,660.65	\$29,689.05
November	\$27,510.00	\$28,778.35
December	\$38,470.40	\$36,316.15
Totals	\$404,463.78	\$374,649.48

VENDING COMMISSIONS

	2005	2004
January	\$4,989.25	\$ 4,486.98
February	\$5,606.75	\$ 4,325.39
March	\$7,109.49	\$ 5,922.55
April	\$5,394.72	\$ 4,418.55
May	\$5,278.40	\$ 4,664.66
June	\$6,426.92	\$ 5,383.60
July	\$5,102.08	\$ 4,172.94
August	\$4,397.43	\$ 4,266.64
September	\$5,787.27	\$ 6,365.07
October	\$6,419.98	\$ 4,703.07
November	\$6,171.23	\$ 4,630.18
December	\$8,617.98	\$ 5,824.79
TOTALS	\$71,301.51	\$59,164.42

Current commission rate

General merchandise, soda, snacks, candy – 22.3%

Coffee/Hot Cocoa – 25%

**JANUARY 2004 – DECEMBER 2005
COMMISSARY SALES AND COMMISSIONS**

TOTAL COMMISSARY SALES

	2005	2004
January	\$30,760.80	\$33,050.85
February	\$27,004.87	\$37,283.51
March	\$30,551.10	\$45,991.52
April	\$38,355.90	\$32,372.40
May	\$19,959.04	\$32,077.21
June	\$27,771.20	\$44,207.91
July	\$24,052.65	\$36,353.90
August	\$23,868.65	\$44,357.35
September	\$30,467.78	\$37,975.03
October	\$25,868.10	\$37,727.46
November	\$26,406.57	\$41,866.55
December	\$34,261.69	\$35,670.45
Totals**	\$339,328.35	\$458,934.14

**** Commissary sales decreased from 2004 to 2005 due to jail overcrowding and the Sheriff's Office housing inmates in other counties.**

COMMISSIONS

Less Indigent Sales

	2005		2004
	Commissions		Commissions
January	\$5,308.17		\$5,954.65
February	\$5,274.46		\$7,070.31
March	\$5,610.42		\$8,779.92
April	\$6,708.20		\$5,895.67
May	\$3,782.24		\$6,094.19
June	\$5,011.50		\$8,724.19
July	\$3,692.77		\$5,288.34
August	\$3,895.57		\$7,266.84
September	\$4,909.63		\$8,229.53
October	\$4,048.64		\$6,245.18
November	\$7,302.92		\$5,165.13
December	\$7,895.48		\$7,231.32
Totals	\$63,440.00		\$81,945.27

Current commission rate – 30%

**** Indigent sales are subtracted from commissions paid to the Sheriff's Office.**

EXHIBIT VII**INDIGENT COMMISSARY SALES**

	2005	2004
<i>January</i>	\$1,485.45	\$1,746.20
<i>February</i>	\$689.65	\$1,616.75
<i>March</i>	\$1,130.50	\$1,936.10
<i>April</i>	\$1,754.80	\$1,647.10
<i>May</i>	\$621.60	\$1,379.80
<i>June</i>	\$1,116.05	\$1,576.25
<i>July</i>	\$1,614.30	\$1,668.60
<i>August</i>	\$1,370.90	\$1,946.05
<i>September</i>	\$1,812.90	\$1,908.60
<i>October</i>	\$1,659.00	\$1,534.60
<i>November</i>	\$1,412.95	\$1,783.65
<i>December</i>	\$1,837.95	\$1,945.70
TOTALS	\$16,506.05	\$20,689.40

COMMISSARY SALES BY ITEM – 2005 – EXHIBIT VIII

100 Grand Bar	1,755	Cocoa Butter Lotion 4 oz	3,091	Graham Crackers	2,207
Acetaminophen 2 tabs	7,872	Coffee, Decaf	5,418	Granola Bar	6,445
Afro Pick	738	Colored Pencils	773	Grape Drink Mix	1,432
Alamag Plus	7	Comb 5 inch	263	Grocery Bag-Lg	5,477
Alamag Plus	111	Comb 9 inch	1,368	Hair Brush	917
Antacid Roll	2,111	Combo Pizza Flavor	4,361	Hard Candy Sugar Free	1,225
Antifungal Cream	285	Conditioner	532	Head & Shoulders	838
Apple Cider Drink Mix	4,876	Cough Drops	1,583	Headphones	285
Apple Pie	1,250	Cracklins-Hot	5,432	Hemorrhoid Cream	42
Artificial Tears	127	Crest Toothpaste	3,705	Honey Bun	1,276
Aspirin 2 tabs	6,508	Cup-O-Noodle	2,009	Hospital Lotion	449
Atomic Fireballs	6,094	Curl Activator	202	Hot & Spicy Buffalo Chicken	9,875
Baby Magic Lotion	3,759	Dandruff Shampoo	609	Hot Fries	1,282
Baby Ruth	6,183	Dark & Lovely Hair Dressing	27	Hydrocortizone	2,105
Baby Shampoo 4 oz	19	Dark & Lovely Style Gel	638	Ibuprofen 2 tabs	2,661
Ball Point Pen-Blue	1,502	Dawn Mist Mouth Rinse	61	Indigent Deodorant	138
Band-aids-Each	77	Decongestant 2 tabs	5,944	Indigent Soap	198
Batteries AAA	1,153	Dental Flosser	1,018	Indigent Toothbrush	240
BBQ Cornuts	3,817	Denture Adhesive	91	Indigent Toothpaste	160
Benzoyl Peroxide	308	Denture Cleaner	198	Ivory Liquid	69
Birthday-English	2,130	Deodorant Soap	2,218	Ivory Soap	3,217
Birthday-Spanish	111	Depilatory	206	Jalapeno Krunchers	2,208
Black & White Soap	401	Dial Bar Soap	1,745	Jolly Rancher	2,667
Black Orchid Coconut Cream	953	Dial Liquid Soap	121	Kit Kat	9,419
Blistex	648	Dictionary-Pocket	212	Lady Speed Stick	4,955
Blue Magic Bergamot	602	Dictionary-Spanish	48	Laundry Card	540
Blue Magic Hair Conditioner	518	Diphen (antihistamine)each	4,571	Laundry Detergent	2,222
Breathsavers Sugar Free	1,314	Doritos	4,384	Legal Pads - Yellow	1,050
Briefs - Mens Large	1,282	Duplex Creme Cookies	8,577	Lemon Drops	3,987
Briefs - Mens XLG	980	Ear Buds	83	Lemonade Mix	1,158
Briefs-Mens Medium	1,390	Ear Drops	21	Lever Soap	4,768
Briefs-Mens Small	508	Envelope #10	6,243	Licorice	3,429
Butter Cookies	2,624	Envelope 9 x 12	3,991	Lil Chub Hickory Smoked Sausag	3,030
Butterfinger	7,975	Eucerin Cream	111	Lotion	883
Butterscotch Candy	4,230	Fabric Softener	94	Lotion Packet	203
Candy Bar of the Month	4,722	Facial Tissue	-	M&M Peanut	1,174
Carbon Paper	130	Famous Amos Choc Chip Cookies	230	M&M Plain	5,680
Carmex	282	Fig Newton	1,947	Mamba Fruit Chew	4,097
Chapstick	2,336	Fire Jolly Rancher	2,393	Mars Bar	9,932
Cheese & Crackers	3,157	Five Flavor	1,405	Marshmallow Crispy Treat	9,216
Cheese Popcorn	4,826	Flaming Hot Cheetos	1,483	Mayonnaise (individual)	6,264
Cheese Squeezer	5,995	Flouride Toothpaste	3,250	Meat Stick	3,354
Cheetos	8,392	Foam Rollers	185	Mennen Speed Stick	1,798
Cherry Mix	1,304	Folder-2 Pocket	1,942	Mennen Spice Stick	713
Cherry Pie	6,817	Friendship-English	2,727	Mennen Sports Antiperspirant	2,455
Chip of the Month	2,282	Friendship-Spanish	138	Metamucil fiber wafers	1,128
Chips BBQ	2,269	Fritos	1,351	Milky Way	9,371
Chips Plain	1,129	Fruit Punch Mix	1,864	Mini Donuts	2,146
Chocolate Chip Cookies	5,578	Fudge Brownies	2,183	Mounds	1,530

Chocolate Cupcakes	1,444	Fudge Striped Cookie	(2)	Mr Goodbar	1,824
Chocolate Pudding	1,786	Gain w/bleach	198	Nacho Cheese Dip	136
Clorphen (decongestant)	1,454	Gardettos	9,233	Skittles Tropical	5,583
Coast Soap	4,017	Gel Toothpaste	5,749	SKOR	3,406
Cocoa	3,912	Generic Stick	447	Snack of the Month	2,767
Cocoa Butter Lotion 11 oz	1,560	Golf Pencil	406	Snickers	2,242
Noxema	999	Socks	9,125	Soap Box	2,961
Nutrageous	7,208	Sour Fruit Burst	1,033	Whatchamacallit	3,976
Oat & Honey Granola Bar	6,798	Special Occasion	6,491	Wheat Thins	1,297
Oatmeal Cookies	6,141	Sports Bra - Lg	52	Womens Briefs - Large	127
Oatmeal-Instant Cup	6,361	Sports Bra - Medium	42	Womens Briefs - Medium	264
Orajel	62	Sports Bra XL	50	Womens Briefs - XL	85
Orange Mix	7,858	stamp - .02 cent	929	Nacho Cornuts	2,299
Orange Slices-Bag	1,972	Stamped Envelope	7,761	Nasal Spray	82
Oreo Cookies	6,866	Stamps - 3 cent	1,133	Nestle Crunch	5,102
Palm Brush	1,095	Stamps-Book of 10	7,588	Now & Later Assorted	5,837
Panty Liners	125	Starburst	6,706	Writing Tablet 6 x 9	1,632
Payday	5,431	Stress Liquid Pink Antacid	90	Yeast Infection Ointment	26
Peanut Butter Cheese Crackers	2,568	Suave Conditioner	869		
Peanut Butter Crunch Bar	7,637	Suave Dandruff Shampoo	3		
Peanut Butter Granola Bar	8,304	Suave Shampoo	461		
Peanut Butter Squeezer	3,881	Suave Shampoo/Conditioner	1,531		
Peanuts	6,455	Suave Strawberry Shampoo	685		
Pencil Top Eraser	5,853	Sugar Free Fruit Punch 10 pk	3,875	INDIGENT SALES	
Pencil with Eraser	1,535	Sugar Free Lemonade 10 pk	2,834	Indigent Pack-Week 1	127
Pencil without Eraser	1,312	Sugar Free Orange Drink 10 pk	1,887	Indigent Pack-Week 2	203
Petroleum Jelly-white	92	Sugar Free Pecan Delights	321	Indigent Pack-Week 3	102
Phisoderm	13	Sugar Free Wafer	1,697	Indigent Pack-Week 4	89
Playing Cards	4,296	Sulfur 8 Conditioner	394		
Pop Tart 2 count	2,341	Sulfur 8 Shampoo	140		
Pork Rinds	9,615	Taffy Sugar Free	560		
Pretzels	2,862	Tampons Regular	171		
Pro Hair Food	2,021	Tampons Super	341		
Pura-fit ear plugs	67	Tea	1,317		
Pura-Fit Ear Plugs	2,661	Teriyaki Chicken Chunks	5,089		
Puzzle Book	553	Thermal Bottom - XXL	138		
Queen Helen Style Gel	237	Thermal Bottom Lg	142		
Radio/Receiver	567	Thermal Bottom XL	135		
Raisins	608	Thermal Top - Large	419		
Ramen Beef	6,279	Thermal Top - XXXL	609		
Ramen Chicken	7,667	Thermal Top XL	603		
Ramen Chili	3,673	Thermal Top XXL	673		
Reeses Peanut Butter Cup	1,189	Three Musketeers	6,893		
Roll on Deodorant	659	Tombstone Beef Jerky	7,513		
Root Beer Barrels	4,193	Toothbrush	6,110		
Saline Solution	87	Toothbrush Holder	2,390		
Salsa Fries	1,335	Tootsie Pops	2,929		
Saltines - Box	1,345	Tortillas	1,120		
Sanitary Napkins	5	Triple Anti-Ointment	188		
Sausage Log 5 oz	235	T-Shirt 2XL	934		
Sensodyne 4 oz	4	T-Shirt 3XL	1,219		

Shampoo	475	T-Shirt Lg	767		
Shampoo Packet	229	T-Shirt XL	1,674		
Shaving Cream	543	Vanilla Pudding	1,221		
Shower Cap	2,006	Vaseline Intensive Care	426		
Sketch Pad	1,233	Wafer Cookies	2,456		

EXHIBIT IX

DANE COUNTY JAIL SYSTEM Inmate Population for Years 2001-2005 Average Daily Population by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2005	966	946	937	913	900	904	903	880	899	899	899	892	912
2004	969	1013	1040	1040	1020	1020	1010	1026	1017	1020	1029	985	1016
2003	1031	1059	1031	1027	1004	991	985	1020	1036	1018	994	948	1012
2002	1029	1010	1022	1028	991	989	1012	1024	1033	1033	1046	987	1017
2001	949	998	1037	1057	1043	1007	993	1001	1026	1040	1038	1026	1018

**VENDOR LETTER OF REGISTRATION FOR PRE-PROPOSAL MEETING
DANE COUNTY RFP #106061 – INMATE VANDING AND/OR COMMISSARY SERVICES**

The undersigned intends to attend the mandatory pre-proposal conference at 9:00 a.m., April 17, 2006 at the Dane County Sheriff's Office, 115 W. Doty St., Room 2002, Madison, WI 53703.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Fax Number

E-Mail Address

The following individuals listed below are planning to attend the mandatory bidders' conference:

Name

Title

1. _____
2. _____
3. _____

Note: This form is mandatory if the vendor intends to or has any interest in response to this RFP and is required to obtain security clearance for individuals scheduled to attend the requisite bidder's conference. No more than three individuals may participate for any one vendor. However, neither this letter of intent nor the company's participation in the bid conference obligate the vendor to actually submit a proposal in response to RFP #106061. Official photo identification is required to enter the facilities.

FAX THIS FORM TO 608-266-4425, ATTN: CAROLYN CLOW, PURCHASING AGENT, NO LATER THAN APRIL 13, 2006 at 4:00 p.m.