



COLUMBIA
COUNTY

Aging and Disability Resource Center



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NOTICE TO ALL FOOD VENDORS

REQUEST FOR PROPOSAL

ADRC of COLUMBIA COUNTY

SENIOR DINING PROGRAM

Introduction and Background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal and to inform them of basic requirements that Columbia County uses as part of its standard contract process.

Columbia County reserves the right to accept or reject any and all proposals in part or in total, as is deemed in the best interest of the County. Columbia County further reserves the right 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 proposer, Columbia County may negotiate a contract with the next highest scoring proposer. The successful vendor shall comply with applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

Current Operations

The ADRC of Columbia County currently has four meal sites located throughout the County. The four locations are: **Columbus**- 125 N. Dickason Blvd, Columbus, WI; **Pardeeville**- 113 Industrial Drive, Pardeeville, WI; **Portage**- 111 E Mullett St, Portage, WI; **Poynette**- 106 S. Main St, Poynette, WI.

From January 1st, 2024, through December 31st, 2024, a total of 32,458 meals were served. Portage served a total of 12,141 meals; Poynette dining center 9,568; Pardeeville 4,654 meals; Columbus 6,095 meals. Congregate meals are served at 11:30 a.m. at the dining centers. Home-delivered meals leave our dining centers between 10:00 a.m. and 10:30 a.m.

Schedule

The following is a listing of key proposal and project milestones and duration of each.

Date	Event
May 12 th , 2025	Date of issue of the RFP
May 20 th , 2025	Last day for submitting written inquiries by 2:00 p.m. (CST)
May 27 th , 2025	Supplements or revisions to the RFP posted on Columbia County's website.
June 3 rd , 2025	Proposals due from vendors by 9 a.m. (CST)
June 3 rd , 2025	Bid opening at 10 a.m. (CST)
June 6 th , 2025	Notification of intent to award sent to vendor
July 14 th , 2025, or earlier if loss of current vendor, whichever is first	Contract start date

Proposal Due Date

All proposals must be submitted by June 3, 2025, 9 a.m. Central Standard Time.

Application Submission Instructions

All proposals must be submitted and received no later than 9 a.m. (CST) on Tuesday, June 3, 2025.

Send proposals to the Columbia County Clerk at 112 East Edgewater Street, Portage, WI 53901. Such proposals must be signed, sealed, and returned (with necessary attachments) and marked with "Senior Dining Program RFP Submission". 3 copies of the proposal should be provided. Upon submission, the proposal cannot be edited.

OR

Proposals may be submitted via [DemandStar](#) (national procurement information distribution system). Registration is FREE in connection with the Wisconsin Association of Public Purchasers (WAPP).

Bids will be publicly opened and read at 10:00 a.m. (CST) on June 3, 2023, at Columbia County Administration Building, 112 East Edgewater Street, Portage, WI 53901 in room 115.

Questions

Organizations are reminded to carefully examine this RFP upon receipt. Organizations should make a written request to ADRC Director Sue Lynch at Sue.Lynch@columbiacountywi.gov for interpretation of any of the RFP material.

Any questions shall be submitted in writing no later than May 20, 2025, by 2:00 p.m., CST. Questions received after that time will not be considered. Questions submitted via email must include a subject line of "Senior Dining Program RFP Question". Questions and answers will be posted to DemandStar and the website on May 27, 2025. Contact with personnel of Columbia County, other than the ADRC Director or Accounting Department regarding this RFP, may be grounds for elimination from the selection process.

Evaluation Criteria

Contract award decisions will be scored based upon the per-unit price proposal, food quality, experience as a food service operation, and evidence that the food service operation can meet the requirements of the contract.

Proposals must include food costs, delivery costs to the meal site (unpackaged meals), and with or without beverages. Please be sure to include all items in your bid price. The complete bid package should include:

- a) 2025-2029 Senior Dining Program Bid Form, and
- b) Food Vendor Information Sheet.

Option 1-Proposals must include food costs, **delivery costs to the meal site (unpackaged meals)**, and beverages. **This option also includes delivery of packaged meals to the meal sites** in Columbia County Please be sure to include all these items in your bid price. You may bid on any or all sites listed. The complete bid package should include:

- a) 2025-2029 Senior Dining Program Bid Form, and
- b) Food Vendor Information Sheet.

SPECIFICATION FOR FOOD VENDOR SERVICES

ADRC of Columbia County Senior Dining Program

1.0) GENERAL

This specification is intended to cover the delivery of food to the Senior Dining Program for the ADRC of Columbia County.

The number of meals served at a single location varies on a day-to-day basis. In 2024, the total number of meals ordered was 32,458. The core hours that the dining center locations are open are from 8:00 a.m. – 1:00 p.m. The Senior Dining Program is closed on County holidays and one day per year for a fall all-staff training.

The County shall execute a separate contract with the vendor.

The contract will be effective from July 14th, 2025, through December 31st, 2027. After this time-period, an additional two-year contract may be negotiated. The ADRC of Columbia County does not have the intention to rebid the Senior Dining Program until the 2030 service year if the selected vendor is able to meet the required criteria.

At the time of the bid, bidder must declare the intention to assign or sub-contract any or all the bid. A successful bidder may not assign or sub-contract any or all portions of an award without prior and expressed approval by Columbia County.

2.0) AWARDS OF CONTRACT

Contracts will be awarded based on the costs of a per-meal basis, the variations of the menu schedules, and adherence to portion sizes of the meals.

The ADRC of Columbia County reserves the right to negotiate these contracts, considering any or all the above considerations.

Bid analysis and awards will consider and include past performance history of previous vendors.

3.0) REQUIREMENTS

It will be the vendor's responsibility to prepare food in accordance with the menu specifications herein. Nutrition Program staff will approve all menus.

It will be the vendor's responsibility to deliver food according to an established delivery schedule as determined by the vendor and Columbia County. All meals must be delivered to the meal sites by 10:00 a.m. and the bid package must include a tentative delivery schedule.

The meals would be delivered to the sites listed below for ADRC employees to package. The meals would be delivered by ADRC employees or volunteers to home delivered meal recipients. The meals are to be delivered at the following locations, and include an approximate delivery time:

Portage- 111 E. Mullett St, Portage, WI 53901- 9:15 a.m.

Poynette- 106 S. Main St, Poynette, WI 53955- 8:30-8:45 a.m.

Columbus- 125 N. Dickason Blvd, Columbus, WI 53923- 9:00 a.m.

Pardeeville- 113 Industrial Drive, Pardeeville, WI 53954- 9:45 a.m.

The quality of the prepared food is expected to be of such condition as to be pleasing, appetizing, palatable, and of such color, smell, texture, size, shape as is appropriate to the food items served.

Food shall be delivered at safe temperatures to prevent foodborne illness: Hot food shall be delivered at 140°F or above, cold food shall be delivered at 40°F or below and frozen food shall be delivered at 32°F or below. Vendor's staff must temperature check all food items upon delivery at each site in the dining center coordinator's presence and report back to the vendor when above or below standards.

Food containers must be labeled with the serving size and identification of serving utensils to be used for each food item. All foods must be prepared, stored, and delivered to site locations, in such a sanitary manner that, at issuance, it will not be or become contaminated.

Vehicles used to deliver food must be equipped with clean containers or cabinets to store the food while in transit. The container or cabinet shall be so constructed as to prevent food from contamination by dust, insects, animals, vermin, cigarette smoke, or infection. The containers or cabinets must be capable of maintaining the proper food holding temperatures as outlined above.

If the food and/or equipment is found to not meet standards for food safety and sanitation, the food will be rejected and returned to the vendor at no cost to the ADRC of Columbia County. Vendor must maintain a phone number and email and must be available to accept reservations up until 2:30 p.m. one day in advance.

Food holding containers are to be picked up by the vendor the next serving day and will be washed by Nutrition Program staff, then cleaned and sanitized by the vendor. The ADRC of Columbia County is responsible for purchasing home-delivered meal trays and film as well as miscellaneous supplies, with the option purchase items such as squats and lids, paper bags for meal delivery, etc. from the vendor.

The vendor shall comply with all applicable provisions of State and local laws regarding the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service, and delivery of meals for the Senior Dining Program.

FOOD PROCUREMENT

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

Food in hermetically sealed containers shall be processed in an establishment operating under appropriate regulatory authority.

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

All meats and poultry shall be quality grade and will come from sources that meet federal or state standards and are inspected and approved by the USDA.

MEAL PATTERN SPECIFICATIONS

Meal Component Specifications for Older Americans Act Program

Daily Meal Component & Minimum # of Servings	Serving Sizes and Examples
Grains- 1 Serving Half of all grains offered will be whole grain. When refined grains are offered, they should be enriched.	1 regular slice bread, ½ cup cooked (Rice, Pasta, Noodles, Barley, Oatmeal, etc.), 1-1 ¼ cup ready-to-eat cereal, 1- 6" tortilla, ½ regular size bun, 1 biscuit, 1 muffin, ½ English muffin, ½ c. stuffing/dressing, 5-7 crackers.
Vegetable and/or Fruit – 3 Servings (Combined Daily Total)	
1 serving equals- ½ cup cooked or fresh, 1 cup raw leafy greens, ½ cup 100% juice, or ¼ cup dried fruit. Soup is typically an 8 oz. (1 cup) serving; however, the portion size should be noted on the menu by the person approving the menus. The list below is NOT comprehensive.	
• Dark Green- At least 1 serving per week	Beet Greens, Bok Choy, Broccoli, Collard Greens, Dark Green Leafy Lettuce, Endive or Escarole, Kale, Mustard Greens, Parsley, Romaine Lettuce, Spinach, Turnip Greens, Watercress
• Red/Orange- At least 2 servings per week	Carrots, Pumpkin, Red Peppers, Sweet Potatoes, Tomatoes, Tomato Juice, Winter Squash (Acorn, Butternut, Hubbard)
• Beans/Peas- At least 1 serving per week	Black Beans, Black-Eyed Peas (Mature, Dry), Garbanzo Beans (Chickpeas), Great Northern Beans, Kidney Beans, Lentils, Mung Beans, Navy Beans, Pink Beans, Pinto Beans, Red Beans, Soybeans, Split Peas, White Beans
• Starchy- At least 2 servings per week	Corn (Yellow or White), Green Lima Beans, Green Peas, Parsnips, Potatoes, Water Chestnuts
• Other Veggies- As desired	Asparagus, Bean Sprouts, Beets, Brussel Sprouts, Cabbage, Cauliflower, Celery, Cucumbers, Green or Wax Beans, Green Peppers, Iceberg or Head

Fluid milk- 1 serving	Lettuce, Mushrooms, Onions, Summer Squash, Zucchini 8 fluid ounces or 1 cup - skim or 1% is preferred and may be white or chocolate.
Protein foods- 3 oz. Each meal must include a total of 3 edible ounces of protein.	3 oz. of meat, fish, cheese, $\frac{3}{4}$ cup cottage cheese, 1 $\frac{1}{2}$ cup bean soup, $\frac{3}{4}$ cup cooked beans/legumes. Or use a combination of any of the following to equal 3 ounces: 1-ounce cooked meat, poultry, fish = 1-ounce protein 1 egg = 1-ounce protein 1-ounce cheese = 1-ounce protein 2 Tablespoons hummus = 1-ounce protein $\frac{1}{2}$ ounce peanuts, tree nuts, or soy nuts = 1-ounce protein
Fats and oils- 1 serving	1 teaspoon served on side or used in cooking.
Dessert- 1 serving (optional)	$\frac{1}{2}$ cup - Fruit or vegetable offered as a dessert or contained in a dessert may count toward the fruit or vegetable component, respectively.

Portion Sizes

The vendor will follow standardized portion control procedures to ensure that each served meal is uniform and satisfies meal pattern requirements and helps prevent shortages. This will be done by marking the serving size and recommended serving utensil on the menu for people serving the food to follow.

MEAL COMPONENTS

Protein Foods:

At least 3oz. equivalent of edible protein foods must be offered as part of each meal.

- 3 oz. cooked meat (3 oz. = 1 small steak or hamburger)
- 3 oz. cooked poultry, 3 sandwich slices of deli meat (3 oz. = 1 small chicken breast)
- 3 oz. cooked fish or seafood (3 oz. = 1 small salmon steak or trout)
- 6 oz. frankfurter
- 3 large eggs
- $\frac{3}{4}$ cup cooked dry beans or peas, 1 $\frac{1}{2}$ cup split pea soup, 1 $\frac{1}{2}$ cup lentil soup, 1 $\frac{1}{2}$ cup black bean soup, 3 falafel patties (2 $\frac{1}{4}$ " across) *
- $\frac{3}{4}$ cup tofu
- 3 oz. cooked tempeh

- 6 Tablespoons hummus
- $\frac{3}{4}$ cup cottage cheese (3 oz. equivalent)
- 3 Tablespoon nut/seed butter

Items that can be added on days with casseroles or when additional protein is needed:

- $\frac{1}{2}$ oz. nuts, (1 oz. equivalent)
- $\frac{1}{4}$ cup ricotta cheese (1 oz. equivalent)
- 1 oz. cheese (hard or soft)
- 2 oz. processed cheese food or cheese spread (1 oz. equivalent)
- $\frac{1}{2}$ cup yogurt, Greek yogurt, or soy yogurt (plain, flavored, sweetened, unsweetened) (1 oz. equivalent)

* Because of their high nutrient content, beans/peas can be counted as either a vegetable or protein food **but not in the same meal.**

Guidelines for offering protein foods:

- Fillers or breading used in preparation are not to be counted as part of the portion weight.
- Meat portions weigh less after cooking. Plan to allow for shrinkage.
- Take into account the inedible parts, such as bone, skin, and sometimes fat, which will not count as part of the portion.
- Select some fish and seafood that are rich in omega-3 fatty acids, such as salmon, trout, sardines, anchovies, herring, Pacific oysters, and Atlantic and Pacific mackerel.
- Casserole entrées (combination of meat and starch, vegetable, cooked dried beans or creamed sauce) are cost-effective. However, because it can be difficult to meet the protein food requirement, recipes can be adjusted accordingly by supplementing the meal with additional protein-rich products.
- When planning and serving vegetarian meals, combine foods which are considered "incomplete proteins" to create "complete protein" foods (e.g., legumes with grains = complete protein; beans with corn = complete protein; beans with rice = complete protein; peanuts with wheat = complete protein).

Fruit:

Serving sizes are generally as follows:

- $\frac{1}{2}$ cup of fresh, frozen, or canned fruit, cooked or raw
- $\frac{1}{4}$ cup dried fruit
- $\frac{1}{2}$ cup of 100% fruit juice
- 1 small piece fresh fruit
- 16 grapes

Guidelines for offering fruit:

- No more than one serving per meal may come from fruit juice.
- Prepare fruit without added fat or sugar whenever possible.
- Use fresh, frozen, or canned fruits, packed either in their own juice, or in light syrup, or without sugar.

- For people with diabetes, the most recommended dessert is fruit, which should be fresh, frozen, or canned; without added sugar or packed in natural juice.
- Molded salads can count as a fruit/vegetable serving if the recipe is modified so that each serving contains a minimum of 1/8 cup of fruit/vegetable, then it can be counted toward the daily total.
- Fruits make meals attractive and offer variety in color, flavor, texture, and shape.
- Some fresh fruit may need to be cut, sliced, or peeled for easier chewing.

Vegetables:

Serving sizes are generally as follows:

- ½ cup of fresh, frozen, or canned vegetables, cooked or raw
- ½ cup mashed vegetables, cooked
- ½ cup cooked beans/peas
- 1 cup of raw leafy greens
- ½ cup of 100% vegetable juice
- 1 medium carrot, approximately 6 baby carrots
- 1 small bell pepper
- 1 small raw whole tomato (2 ¼" across), 1 medium canned tomato
- ½ large baked sweet potato (2 ¼" across)
- Approximately ½ acorn squash
- 1 small ear of corn (about 6" long)
- ½ medium white potato (2 ½" to 3" across)
- 1 large stalk of celery (11" to 12" long)

Based on their nutrient content, vegetables are organized into five subgroups: dark green vegetables, red/orange vegetables, starchy vegetables, beans and peas, and other vegetables. Listed below are samples of commonly eaten vegetables found in each of the required vegetable subgroups.

Guidelines for offering vegetables:

- No more than one serving per meal may come from vegetable juice.
- **Reduce fat by:**
 - o Preparing vegetables with little or no fat.
 - o Steaming, baking or boiling vegetables rather than frying.
- Offer fiber-rich vegetables (including raw and cooked).
- Offer fresh or frozen vegetables whenever possible.
- **Reduce sodium by:**
 - o Choosing not to add salt to cooking water for vegetables.
 - o Using canned vegetables less often and fresh or frozen vegetables without added sauce or sodium more often.
 - o Preparing potatoes without added salt.
 - o Serving lower sodium vegetable juice.
 - o Choosing lower sodium canned tomato products.

- Vegetables make meals attractive and offer variety in color, flavor, texture, and shape.
- Some vegetables may need to be cut, sliced, or peeled for easier chewing.

Molded salads can count as a vegetable serving if the recipe is modified so that each serving contains a serving of vegetable. However, there must be at least 1/8 of a cup offered that can count toward the total. For example, ¼ cup raisins + ¼ cup carrots in carrot raisin salad = ½ cup serving OR 1/8 cup dried fruit in a salad plus ¾ cup lettuce = 1 serving of the required 3 fruit/vegetable combination.

- Potatoes count as a vegetable. Instant or dehydrated potatoes must be enriched with vitamin C.
- Green peas and green (string) beans are not considered to be beans/peas. Green peas are similar to other starchy vegetables and are grouped with them. Green beans are considered “other” vegetables because their nutrient content is similar to those foods.

Condiments:

It is preferable that all condiments are delivered in individual packets. The following condiments **must** be delivered in this manner: salt, pepper, soy sauce, ketchup, mustard, tartar sauce, salad dressing and sour cream.

4.0) MENU

The required menu is to be prepared covering a two-month cycle and provided to the ADRC by the 5th of the month 3 months prior (i.e., January and February menus would need to be provided to the ADRC by October 5). Menus should be adhered to as outlined and should be prepared in accordance with the requirements as outlined in this specification as to grade, portion and other stipulations.

1. There may be no deviation from the portions specified.
2. There may be no deviation from the meal component specified.
3. Substitutions of approved menu items are strongly discouraged.
4. Food items containing one of the top ten allergens must be clearly identified on the menu.

If a deviation in item #1 or #2 above is inevitable, such substitutions must be approved by the Program Dietetic Technician before they occur.

The ADRC of Columbia County shall have the authority to withhold all or part of the payment for the meals where a determination has been made based upon good and sufficient reason that the vendor is not in compliance with this agreement or the menu.

Additional Menu Specifications:

The general menu must be low in sodium, saturated fat, and carbohydrates.

5.0) INSPECTION

An inspection of the equipment and qualifications of the successful vendor will be made by the ADRC of Columbia County personnel prior to the award to ascertain that the apparent successful vendor complies with all the requirements as outlined in this specification. The ADRC of Columbia County also reserves the right to inspect the equipment, operation, employee training records and premises of the successful vendor unannounced at any time during the contract. If, in the opinion of the ADRC of Columbia County, the vendor fails to conform to the material requirements of this specification, the contract will be immediately cancelled by written notice. It is understood that the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP), or another food inspection authority via agreement, may at any time conduct an inspection of the food service facilities and the vendor agrees to cooperate with DATCP and all other duly authorized inspectors.

6.0) PERFORMANCE

In the event of failure on the part of the vendor to complete delivery in accordance with the requirements of the specifications, the ADRC of Columbia County shall not be held liable for payment. The ADRC of Columbia County retains the right to purchase the number of meals it deems necessary at any delivery point; however, increased cost, if any, to the vendor shall be denied.

In cases of lateness of delivery of meals, the ADRC of Columbia County shall have the right to deny payment. In cases of non-delivery or meals which do not substantially meet the specification requirements, payment to the vendor shall be denied.

Incomplete Menu- In the event that the menu, as outlined, is not furnished complete, the price of the missing item(s) will be deducted. If the entrée is omitted, the entire price of the meal will be deducted at full contract cost.

Substitutions- Unauthorized menu substitutions or menu deletions will be deducted from the per-meal cost by the ADRC of Columbia County.

7.0) CANCELLATION

The contract shall be subject to cancellation by either party by giving sixty (60) days written notice.

The ADRC of Columbia County may terminate this agreement, if the terms and conditions hereof are not complied with by the vendor by giving ten (10) days written notice of its intention to do so.

8.0) INSURANCE

Public Liability

The vendor shall deposit with the ADRC of Columbia County at the time of the execution of the contract, a certificate evidencing the issuance of a Public Liability Insurance Policy protecting the parties from loss or damage because of liability that may be incurred by said County and the vendor, or either of them, in their performance of the contract when such liability is imposed because of injury to or death of a person or persons. Said policy shall provide for a liability limit on account of each accident resulting in bodily injury or death to one person of not less than \$250,000.00 and liability limit on account of accident resulting in bodily injury or death to more than one person of \$1,000,000.00. The ADRC of Columbia County shall be named additional insured in any policy issued.

Product Liability

The vendor shall deposit with the ADRC of Columbia County at the time of the execution of the Contract a certificate evidencing the issuance of a Products Liability Insurance Policy protecting the parties from loss or damage that may be incurred by said County and the vendor, or either of them, in the performance of the Contract when such liability is imposed because of injury, illness or death of a person or persons. Said policy shall provide for liability limit on account of each accident resulting in injury, illness, or death to one or more persons of \$1,000,000.00. The ADRC of Columbia County shall be named additional insured in any policy issued.

Property Damage

The vendor shall deposit with The ADRC of Columbia County at the time of the execution of the contract a certificate evidencing the issuance of a Property Damage Insurance Policy protecting the parties from loss or damage of liability that may be incurred by said County and the vendor of either of them in the performance of the contract when such liability is imposed because of loss or damage sustained by others to property owned or possessed by them. Said policy shall provide for a liability limit on account of each accident or in the event of a products liability, in each incident of not less than \$100,000.00.

9.0) PERSONAL PROPERTY AND GOODS OF VENDOR

Vendor shall agree that all personal property and goods upon the premises shall be at the risk of the vendor only. ADRC of Columbia County shall not be liable for any injury or damage thereto or loss or theft thereof.

Unattended service vehicles shall not be left open and at such times doors must be locked, engines turned off and ignition keys removed.

10.0) PAYMENT PROCEDURES

At the time of delivery, the vendor must present information that identifies each item delivered and quantity of meals ordered and who received the food.

Verification of all services, food and meals furnished under the contract shall be delivered to the ADRC of Columbia County, 111 E. Mullett Street, PO Box 136, Portage, WI 53901 immediately following the end of the month.

11.0) TERMS AND CONDITIONS

The Columbia County Standard Terms and Conditions, which are attached to this Request for Proposal for further reference, will be incorporated into the vendor's contract with Columbia County.

FOOD VENDOR INFORMATION SHEET

1. Describe your experience in the operation of a catered food service.
2. Provide three written references. References should be specific to the service offered and should be from organizations that you have done business with.
3. Describe the facilities and equipment to be used by vendor in preparing and delivering meals.
 - (a) Food preparation
 - (b) Food transport to meal sites (unpackaged)
4. Describe your staff training procedures.
5. Provide a copy of your license, permit or certificate from your regulatory authority.
6. Provide proof of insurance.
7. Provide the names and addresses of all owners of the vendor and its board of directors.
8. Provide information about your Continuity of Operations Plan in the event of an emergency.

Senior Dining Program Bid Form

Location	Average Number of Meals Per Day January-December 2024	BID PRICE PER MEAL				
		<u>Option 1:</u>				
		<u>Delivery to meal site</u>				
		2025	2026	2027	2028	2029
Columbus- 125 N. Dickason Blvd., Columbus, WI	24					
Pardeeville- 113 Industrial Dr., Pardeeville, WI	18					
Portage- 111 E. Mullett St., Portage, WI	47					
Poynette- 106 S. Main St., Poynette, WI	37					
<p>Each site operates daily Monday-Friday, excluding holidays and inclement weather days.</p>						
<p>The bid price per meal is to include all costs associated with the meal such as food, beverages, delivery, hot holding equipment, and condiments.</p>						
Comments:						
BIDDER INFORMATION						
Company Name:						
Mailing Address:						
City, State, Zip:						
Phone/Email:						
<p>By signature below, it is affirmed that the bidder will comply with all requirements according to the plans and specifications of the ADRC of Columbia County Senior Dining Program.</p>						
Preparer Name				Title		
Signature				Date		

Columbia County
Terms and Conditions for Service Contracts

1. **References to Parties.** The term “Provider” refers to the entity or individual providing services to Columbia County. All references to “Columbia County” or to the “County” are to Columbia County, Wisconsin.
2. **Nondiscrimination/Affirmative Action.** The Provider agrees to act, in accordance with applicable State and Federal law, to not discriminate against any person, including but not limited to an applicant or recipient of services or 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, conviction record, military participation or membership in the national guard, military participation in the state defense force or any other reserve component of the military forces of the United States, or political beliefs. As may be applicable to the underlying Agreement and consistent with the law, the Provider shall use reasonable efforts to develop a balanced workforce proportional to the percentage of minorities and women in the relevant workforce. The Provider shall provide a harassment-free work environment. Upon request, evidence of compliance with this section will be made available.
3. **Professional and Safety Requirements.** The Provider shall fully comply with the safety requirements set forth by the Wisconsin Department of Safety and Professional Standards, OSHA, Wisconsin Department of Transportation, and as otherwise applicable to the Provider’s profession(s), role(s), and duty(s) under the parties’ Agreement; and the Provider shall be responsible for training its own employees on such requirements. The parties 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 a contract and which in any manner affect the work or its conduct.
4. **Permits.** As is applicable, any party providing a service under this Agreement shall obtain and maintain all State, Federal, and local permits required for the performance of that service. A copy of such permit(s) shall be provided to the other party upon request.
5. **Quality of Services.** Services provided under this Agreement shall be of good quality and consistent with appropriate and accepted industry standards. To the degree applicable, services shall also meet those requirements as set forth in State, Federal, and local law. All staff performing services under this Agreement shall have sufficient training, knowledge, and expertise to perform the agreed upon services and that they meet all of the applicable licensing and certification requirements. A background check(s) may be required for those Provider staff having particular access to sensitive County technology, confidential information, and/or potentially vulnerable populations. All vendors shall not be and shall certify that they are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal government.

6. **Efficiency.** The parties shall commence, carry on, and complete obligations under this Agreement with deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws.
7. **Indemnification.** The Provider shall indemnify, hold harmless and defend Columbia County, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage or loss, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which Columbia County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of this Agreement and shall apply to any and all liability, claims, losses, damages, costs or expenses. Columbia County reserves the right, but not the obligation, to participate in defense without relieving the Provider of any obligation. These provisions shall survive the expiration or termination of this Agreement.
8. **Insurance.** In order to secure the parties' obligations under Paragraph 6, the Provider shall procure and maintain general liability insurance sufficient to cover the potential risks of the project. At a minimum, the Provider shall secure and maintain the following insurance:
 - a. Worker's Compensation Insurance as prescribed by the laws of the State of Wisconsin;
 - b. Comprehensive Automobile Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident;
 - c. Comprehensive General Bodily Injury Liability and Property Damage Liability Insurance, with limits of \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury or death of two or more persons in any one accident, and \$100,000 for property damage in any one accident; and
 - d. Commercial General Liability of \$2,000,000 for general aggregate including product and \$1,000,000 for each occurrence.

The Provider shall add Columbia County, its officers, agents and employees and additional insurers under the Commercial, General, and Automobile policies. Upon the request of the other, each party shall provide a copy of its certificate of insurance to the requesting party. Nothing within this provision shall be construed to waive any defense or statutory right available to either party.

9. **Public Records.** Each party shall maintain all records subject to a valid and appropriate public records request in accordance with applicable law. Unless otherwise provided by law, each party shall maintain all records for at least a period of seven (7) years. Nothing within this provision shall waive any right the party may have in rejecting all or part of a public records request. However, should it occur, the Provider shall provide timely notice of any restricted, redacted, limited, or denied public record(s) response made. In case of controversy or litigation, and without waiver of any right herein, Columbia County retains the right to participate in such.
10. **Assignment.** Neither party may assign its duties or rights to a third party without the written consent of the other party.

11. Subcontracting. Neither party may subcontract, sell, transfer, or otherwise dispose of any portion of the contract without the prior written consent of the other party. No subcontractor shall, under any circumstance, relieve either party of its obligations under this contract.

12. Proprietary Information.

- a. Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in the response to a request will become County property. Columbia County will work with vendors to meet their confidentiality requirements provided they are within reason. All such proprietary/confidential materials must be clearly marked as such. Pricing will not be held confidential after the award of contract.
- b. Data contained in a bid, all documentation provided therein, and innovations developed as a result of contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of Columbia County.
- c. All proprietary information will be handled in accordance with the law, specifically including Wis. Stat. ch. 19, subchapter II, known as the Wisconsin Public Records Law. The Provider shall be expected to defend its determination(s) in the event of litigation or controversy

13. Confidentiality. As may be applicable to this Agreement, each party shall secure and protect confidential information from any party not allowed access to such information. Additionally,

- a. In connection with the performance of the work prescribed in this Agreement, it may be necessary for Columbia County to disclose to the Provider certain information that is confidential and / or proprietary. The Provider shall not use such for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Provider shall hold all such information in confidence and shall not disclose it to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such information and in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
- b. The Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of this information while in its possession or control including transportation, whether physically or electronically.
- c. The Provider and its employees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.
- d. The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Provider or its agents,

employees, successors, assigns, subcontractor, or any party claiming an interest in this Agreement on behalf of or under the rights of the Provider following any termination.

- e. The Provider shall advise all of their agents, employees, successors, assigns of the restrictions, present and continuing, set forth herein. The Provider shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by the Provider, its agents, employees, successors, assigns and subcontractors regarding the restrictions herein.
14. **Cancellation.** Columbia County reserves the right to terminate any contract in whole or part without penalty due to non-appropriation of funds or failure of vendor/contractor to comply with terms, conditions, performance, and specifications of a contract.
15. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of a contract in accordance within reasonable control and without fault or negligence on its party. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, loss of funding, fires, floods, epidemics or pandemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.
16. **Choice of Laws and Venue.** This contract shall be governed by the law of the State of Wisconsin; and the venue for any legal action between the parties shall be Columbia County, or if applicable, the United States District Court for the Western District of Wisconsin.
17. **Change in Law.** The parties recognize that this Agreement is at all times subject to applicable Federal, State, and local laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations due to new legislation or by judicial decision. Such changes shall be fully incorporated into the terms of the parties' Agreement. Any provisions of law that invalidates, or becomes inconsistent with, the material terms and conditions of the parties' Agreement or that would cause one or both of the parties to be in violation of law shall be deemed to have superseded the terms of this Agreement; and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s).
18. **Severability.** If any provision of this agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this agreement shall remain operative and binding on the parties.
19. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties. Any prior agreement, promise, negotiation, or representation, whether oral or written, not expressly set forth within this Agreement shall have no force or effect.
20. **Taxes.** Columbia County and its departments are exempt from the payment of all Federal, Wisconsin, and local taxes on its purchases except Wisconsin excise or occupation tax on its purchase of motor vehicle fuel.

21. **Independent Contractor.** No employee-employer relationship is created by this agreement on behalf of either party. Both parties are independent from each other and their relationship is contractual in nature. Each party's employees, officers, and agents shall be under the sole and exclusive direction and control of that party. Both parties understand and agree that (i) Columbia County will not withhold from the Provider, any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the Provider, (ii) the Provider shall be solely responsible for providing its own worker's compensation insurance, and (iii) all of such payments as may be required by law are the sole responsibility of the Provider. In the event the Internal Revenue Service or Wisconsin Department of Revenue should question the independent contractor status of the Provider, the parties hereto mutually agree that both Columbia County and the Provider shall have the right to participate in any discussion, negotiation or resolution occurring with the Internal Revenue Service or Wisconsin Department of Revenue, regardless of with whom such discussions or negotiations are initiated.
22. **Legal Status.** The Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so.
23. **Personnel.** Each shall secure, at its own expense, all personnel necessary to carry out the party's obligations under this Agreement.
24. **Use of Titles and Headings.** Titles and headings herein are inserted for convenience only and shall not affect the construction of these terms and conditions.