

RFP NO. 314020



DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

PUBLIC WORKS SOLID WASTE DIVISION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 314020
CONSTRUCTION AND DEMOLITION WASTE RECYCLING SERVICES
DANE COUNTY WASTE TRANSFER STATION
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN**

Due Date / Time: **THURSDAY, SEPTEMBER 11, 2014 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

Bid Deposit: **N/A**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

MIKE RUIPER, SPECIAL PROJECTS MANAGER
TELEPHONE NO.: 608/266-4990
FAX NO.: 608/267-1533
E-MAIL: RUPIPER.MICHAEL@COUNTYOFDANE.COM



County Executive
Joseph T. Parisi

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713
Phone: (608) 266-4018 ♦ Fax: (608) 267-1533

Commissioner / Director
Gerald J. Mandli

August 14, 2014

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 314020 Construction and Demolition Waste Recycling Services at the Dane County Waste Transfer Station in Madison, WI. The Proposals are due on or before **2:00 p.m., Thursday, September 11, 2014**. A performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please be sure to complete one unbound original and four bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
"Proposal No. 314020
Construction and Demolition Waste Recycling Services
2:00 p.m., Thursday, September 11, 2014"
4. Mail to:
Mike Rupiper, Special Projects Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call Mike Rupiper at (608) 266-4990 or send email to rupiper.michael@countyofdane.com.

Sincerely,

Mike Rupiper

Special Projects Manager

Encl.: Request for Proposals No. 314020 Package

DOCUMENT INDEX FOR RFP NO. 314020

PROPOSAL REQUIREMENTS

- RFP Cover
- RFP Cover Letter
- Documents Index
- Invitation to Propose (Legal Notice)
- Signature Page and Additional Dane County Requirements
- Fair Labor Practices Certification
- Equal Benefits Compliance Payment Certification
- Requested Services and Business Information

APPENDICES

- Appendix A Site Plan and Waste Transfer Station Plans
- Appendix B Sample General Service Agreement

LEGAL NOTICE

INVITATION TO PROPOSE

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

2:00 P.M., THURSDAY, SEPTEMBER 11, 2014

REQUEST FOR PROPOSALS NO. 314020

CONSTRUCTION AND DEMOLITION WASTE RECYCLING SERVICES

DANE COUNTY WASTE TRANSFER STATION

7102 U.S. HIGHWAY 12 & 18

MADISON, WISCONSIN

Dane County is inviting Proposals for Construction and Demolition Waste Recycling Services at the Dane County Waste Transfer Station in Madison, WI. The project consists of providing the services necessary to establish and operate a construction and demolition waste recycling facility at the existing Dane County Waste Transfer Station. The scope of work for the project includes design of the sorting and processing system, recommendation of sorting and processing equipment needed, provision of personnel to sort and process material, and the marketing, sale and trucking of commodities from the facility.

Request for Proposals package may be obtained by downloading it from countyofdane.com/pwbids. Please call Mike Rupiper, Special Projects Manager, at 608/266-4990, with any questions or for additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee before award of Contract. Complete Vendor Registration Form at danepurchasing.com/registration or obtain one by calling 608/266-4131.

A site tour for Proposers will be held Wednesday, September 3, 2014 at 10:00 a.m. at the Dane County Waste Transfer Station, 7102 US Highway 12 & 18, Madison, WI starting at the scale building. Proposers are strongly encouraged to attend this optional tour.

PUBLISH: AUGUST 14 & AUGUST 21, 2014 - WISCONSIN STATE JOURNAL
AUGUST 14 & AUGUST 21, 2014 - THE DAILY REPORTER



SIGNATURE PAGE

County of Dane
 DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
 Room 425, City-County Building
 210 Martin Luther King, Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4131

COMMODITY / SERVICE: CONSTRUCTION & DEMOLITION WASTE RECYCLING SERVICES			
REQUEST FOR PROPOSAL NO.: 314020	PROPOSAL DUE DATE: 09/4/14	BID BOND: N/A	PERFORMANCE BOND: 100%
PROPOSAL INVALID WITHOUT SIGNATURE			
THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			

CONTRACT COMPLIANCE PROGRAM WORKSHEET

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
 - 1. DBE Disadvantaged Business Enterprise
 - 2. MBE Minority Business Enterprise
 - 3. WBE Women Business Enterprise
 - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<input type="checkbox"/> D	DBE	<input type="checkbox"/> B	African American	<input type="checkbox"/> L	Male	<input type="checkbox"/> E	ESB
<input type="checkbox"/> M	MBE	<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> F	Female		
<input type="checkbox"/> W	WBE	<input type="checkbox"/> N	Native American / American Indian				
		<input type="checkbox"/> A	Asian Pacific American				
		<input type="checkbox"/> I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Socially and Economically Disadvantaged Individuals:
 - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
 - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
 - 1) Women;
 - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
 - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
 - 6) Asian-Indian Americans, which includes persons who origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and. must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
 2. Business is located in the State of Wisconsin.
 3. Business is comprised of less than twenty-five (25) employees.
 4. Business must not have gross sales in excess of three million over the past three (3) years.
 5. Business does not have a history of failing to complete projects.

THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:
www.danepurchasing.com/registration
or obtain one by calling 608/266-4131.

EQUAL BENEFITS REQUIREMENT

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: www.danepurchasing.com/partner_benefit.aspx

LIVING WAGE REQUIREMENT

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide a living wage as required by Dane County Code of Ordinances Chapter 25.015. Contractor / Consultant shall provide living wages as required by that Ordinance to all required employees during the term of the contract. For more information: https://www.danepurchasing.com/living_wage.aspx

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a proposal, bid or application for a contract with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

NOTE: You can find information regarding the violations described above at: www.nlr.gov and werc.wi.gov.

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

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

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

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 "Equal Benefits Requirement" of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal Benefits Requirements".

Signed _____

Date _____

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL BACKGROUND INFORMATION

- A. Dane County is inviting proposals for Construction and Demolition Waste Recycling Services at the Dane County Waste Transfer Station in Madison, WI. The selected proposer will design a sorting and processing system for construction and demolition waste recycling at the current Waste Transfer Station and operate the facility.
- B. Dane County Waste Transfer Station accepted a total of about 27,000 tons of construction and demolition waste in 2013. The peak monthly acceptance was 3,600 tons. Through June 2104, a total of about 15,000 tons has been accepted at the facility. This material is currently transported off-site to a construction and demolition waste recycling facility. The average composition of the material in 2013 and through June 2014 is shown in Table 1.

Table 1: Average Material Composition

Material	2013	2014
Unrecyclables	31.36%	28.86%
Fines - Alternative Daily Cover	26.30%	29.70%
Clean Wood	25.18%	22.53%
Mixed Aggregate	7.12%	8.51%
Drywall	1.12%	1.75%
Metals	3.09%	3.94%
Vinyl Siding	0.29%	0.42%
Cardboard	1.00%	2.06%
Shingles	3.98%	2.17%
Misc.	0.19%	0.06%
Carpet	0.37%	0.00%
Total	100.00%	100.00%

- C. The Dane County Waste Transfer Station was constructed in 2012 and opened for operation in January 2013. The building is 20,850 square feet in size and unheated. Floor plan and elevation drawings for the building are included in Appendix A. A site plan identifying additional possible material storage and processing locations outside of the transfer station building is also included in Appendix A. Equipment currently dedicated to or available for use at the facility includes:

- Marathon Equipment Co. Blopak 3000 Compactor / Transfer System (dedicated)
- Volvo L150G Loader (dedicated)
- Rubber Tire Loader / Excavator 4x4
- Volvo L150F Rubber Tire Loader
- McCloskey 628 Trommel Screen (3/4")
- Volvo VM L150E Rubber Tire Loader
- (2) Volvo VMA350 Articulated Dump Trucks
- John Deer 744H Tire Loader
- John Deer Loader
- Clark QK224 Fork Lift

- Lull CIM 10F7-586 Fork Lift
- John Deer 6675 Skidsteer
- Air One Rotary Fogger dust suppression (dedicated)

2. SCOPE OF WORK

- A. The scope of work for the project includes design of the sorting and processing system, recommendation of the sorting and processing equipment needed, provision of personnel to sort and process material and oversee facility operation, and the marketing, sale and trucking of commodities from the facility.
- B. Sorting and Processing System Design
1. The selected Proposer will be required to familiarize themselves with the site, current operations, and current controls in the Waste Transfer Station.
 2. The system design shall be based on the following desired operating criteria and assumptions:
 - a. Annual construction and demolition waste acceptance = 33,000 tons.
 - b. Average processing rate = 130 tons per day.
 - c. Hours of operation: Monday – Friday, 7:00 AM – 3:30 PM, excluding holidays.
 3. The selected Proposer will be required to meet with Dane County to review and discuss the conceptual design for the facility. The conceptual design shall include:
 - a. A proposed facility layout with the location of the proposed sorting and processing equipment for the facility.
 - b. Any proposed site improvements or building alterations required to the Waste Transfer Station.
 - c. A process flow diagram describing the material types and estimated quantities through the system.
- C. Equipment Selection and Installation
1. The selected Proposer will be responsible for making equipment recommendations, preparing equipment specifications, and identifying potential vendors for all of the sorting and processing equipment necessary for the final design of the facility approved by Dane County.
 2. All equipment recommended to Dane County must meet Federal, State and local government standards and be regularly manufactured equipment, tried, proven and in current use.
 3. The selected Proposer shall oversee the installation of all sorting and processing equipment for the facility.
 4. Dane County plans to purchase and own all equipment. However, Proposers may suggest other arrangements in their proposals.
- D. Operation & Maintenance
1. Provide all personnel, either directly or through subcontracts, required to:
 - a. Sort and process materials at the facility
 - b. Perform routine maintenance on sorting and processing equipment

- c. Market and sell the resulting commodities
 - d. Transport all commodities not accepted by Dane County
 - e. Supervise / manage all non-Dane County personnel
2. Provide all Personal Protective Equipment (gloves, masks, hardhats, etc.) required for all non-Dane County personnel.

3. PROPOSAL CONTENT

A. Proposers are requested to submit the following information in their proposal, in eight distinct sections or divisions:

1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
2. Description of Proposer's qualifications, related experience, organization and resources. This description must demonstrate the Proposer's knowledge and understanding of:
 - a. Construction and demolition waste sorting and processing systems
 - b. Operation of construction and demolition waste recycling facilities
 - c. Marketing of commodities from construction and demolition waste recycling facilities
 - d. State and federal statutes, regulations and codes for the same
3. Listing of up to three projects completed by the Proposer that are similar to the one being proposed. Listing shall include for each project:
 - a. Brief description of the project including services provided;
 - b. Detail the proposing company's role(s) in the project;
 - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
 - d. Start and end dates of services; and
 - e. Specific details of original project budget and time of completion and final (actual) project budget and time of completion.

You may separately list additional professional references.

4. Description of the approach to the design and operation of the construction and demolition waste recycling facility including:
 - a. List of the sorting and processing equipment anticipated to be needed for the facility.
 - b. Estimated capital expenditure budget that will be needed for the proposed equipment.
 - c. Any proposed site improvements or building alterations at the existing Waste Transfer Station.
 - d. List of heavy equipment and number of operators expected to be provided by Dane County.
 - e. List of the commodities and residuals proposed to be generated by the facility including the following information for each:
 - 1) Estimated quantity
 - 2) General market(s)
 - 3) Typical value or disposal cost
5. List of key staff that will be committed to the project with their resumes. These key staff shall retain project involvement and oversight throughout the course of the project. Include listing of other firms who may participate in this project and their area of expertise.

6. Proposed schedule with all project tasks for the project, including the conceptual design, final design, equipment installation, and start-up phases. The Proposal should also specify the Proposer's preferred term (i.e. 5-year, 10-year) of the Agreement for facility operation.
7. Complete costs including all of the tasks necessary to successfully implement the project that are not identified as Owner's Responsibility (see Section 6). The pricing listed in the proposal for the project shall include the following two alternatives:
 - a. Proposer to retain 100% of all gross revenues from the sale of commodities.
 - b. Proposer and Dane County to split 50% - 50%, all of the gross revenues from the sale of commodities.

For each alternative listed above, the cost shall be broken down into the following project tasks / phases:

- a. Sorting and processing system design
 - b. Equipment selection and installation oversight
 - c. Total operating cost for 2015 (\$ / ton and estimated annual total)
 - d. Total operating cost for 2016 (\$ / ton and estimated annual total)
8. Identify any exceptions to the information provided or requested in this Requested Services and Business Information and any assumptions made where information was not specifically provided. Creative alternatives that would improve the economics or result in cost savings to Dane County are encouraged.

4. EVALUATION CRITERIA

- A. Proposals will be evaluated, scored, and ranked according to the following criteria:

Approach to Project	40%
Pricing / Cost	30%
<u>Experience / Personnel</u>	<u>30%</u>
Total	100%

5. SITE / FACILITY TOUR

A site / facility tour will be held on Wednesday, September 3, 2014 at 10:00 a.m. at the Dane County Waste Transfer Station, 7102 U.S. Highway 12 & 18, Madison, Wisconsin, starting at the scale building. This cursory tour will go until approximately 12:00 noon. Proposing companies are encouraged to attend this tour, however attendance is optional.

6. OWNER'S RESPONSIBILITY

- A. Dane County will provide all necessary and available site information to the selected Proposer.
- B. Dane County will be responsible for obtaining any WDNR permit modifications and any other permits required for the project.
- C. Dane County will purchase and have installed all capital equipment for the facility as identified in the final design approved by Dane County.

- D. Dane County will provide all heavy equipment (loader, excavator, fork lift, etc.) required for facility operations. Dane County will also provide for the operation and maintenance of this equipment.
- E. Dane County will provide the transport of materials on the site.
- F. Dane County will provide utilities (water and electric) for the facility.
- G. Dane County will accept the following commodities and non-recyclable residuals at the rates listed (but the Proposer is not required utilize these outlets):
 1. Non-recyclable residuals for landfill disposal at a charge of \$27.00 per ton.
 2. Fines suitable for Alternative Daily Cover at a charge of \$27.00 per ton.
 3. Sorted asphalt shingles for recycling at a charge of \$9.25 per ton.
 4. Mixed aggregate suitable for road sub base at no charge.

7. TIMETABLE

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

<u>DATE</u>	<u>EVENT</u>
August 14, 2014	RFP issued
September 3, 2014 - 10:00 a.m.	Site / Facility tour
September 4, 2014	Written inquiries due
September 8, 2014	Last Addendum (if necessary)
September 11, 2014 - 2:00 p.m.	Proposals due
September 18, 2014 (estimated)	Submit additional information (if necessary)
September 29, 2014 (estimated)	Contract and terms of sale negotiated
October 28, 2014 (estimated)	Contract start date - Facility design only
January 1, 2015 (estimated)	Equipment selection
April 15, 2015 (estimated)	Facility operations start date

8. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. To obtain additional information regarding this project, submit all questions in writing by August 28, 2014 to Mike Rupiper, Special Projects Manager, at rupiper.michael@countyofdane.com. All responses to questions will be posted on the Dane County web site, www.countyofdane.com/pwht/bid/logon.aspx, in the form of Addenda.
- C. Since RFP documents are obtained from the Dane County web site, www.countyofdane.com/pwht/bid/logon.aspx, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, September 11, 2014.

- E. Dane County reserves the right to accept or reject any Proposal submitted. Those who submit proposals agree to do so without recourse against Dane County for either rejection or failure to execute a contract for any reason.
- F. To be considered for this project, the Proposer must meet or exceed the following criteria:
 - 1. Have been in business for a period of not less than two (2) years.
 - 2. Must have successfully completed the design and operation of at least one (1) facility of similar scope and size.
 - 3. Consideration will be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and any additional information requested. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal due date.
- H. The selected Proposer will be required to post a performance bond equal to the value of the contract.
- I. Dane County is an Equal Opportunity Employer.
- J. Dane County's Living Wage requirements will apply to this contract. See the Purchasing Division web site: https://www.danepurchasing.com/living_wage.aspx for more information.
- K. A sample General Service Agreement, including insurance requirements, is provided in Appendix B.

Appendix A

Site Plan and Waste Transfer Station Plans



Potential
Processing /
Storage Areas

Transfer
Station

Scale Bldg.

Landfill

Long Dr

Long Dr

18

12

Long Dr

Long Dr

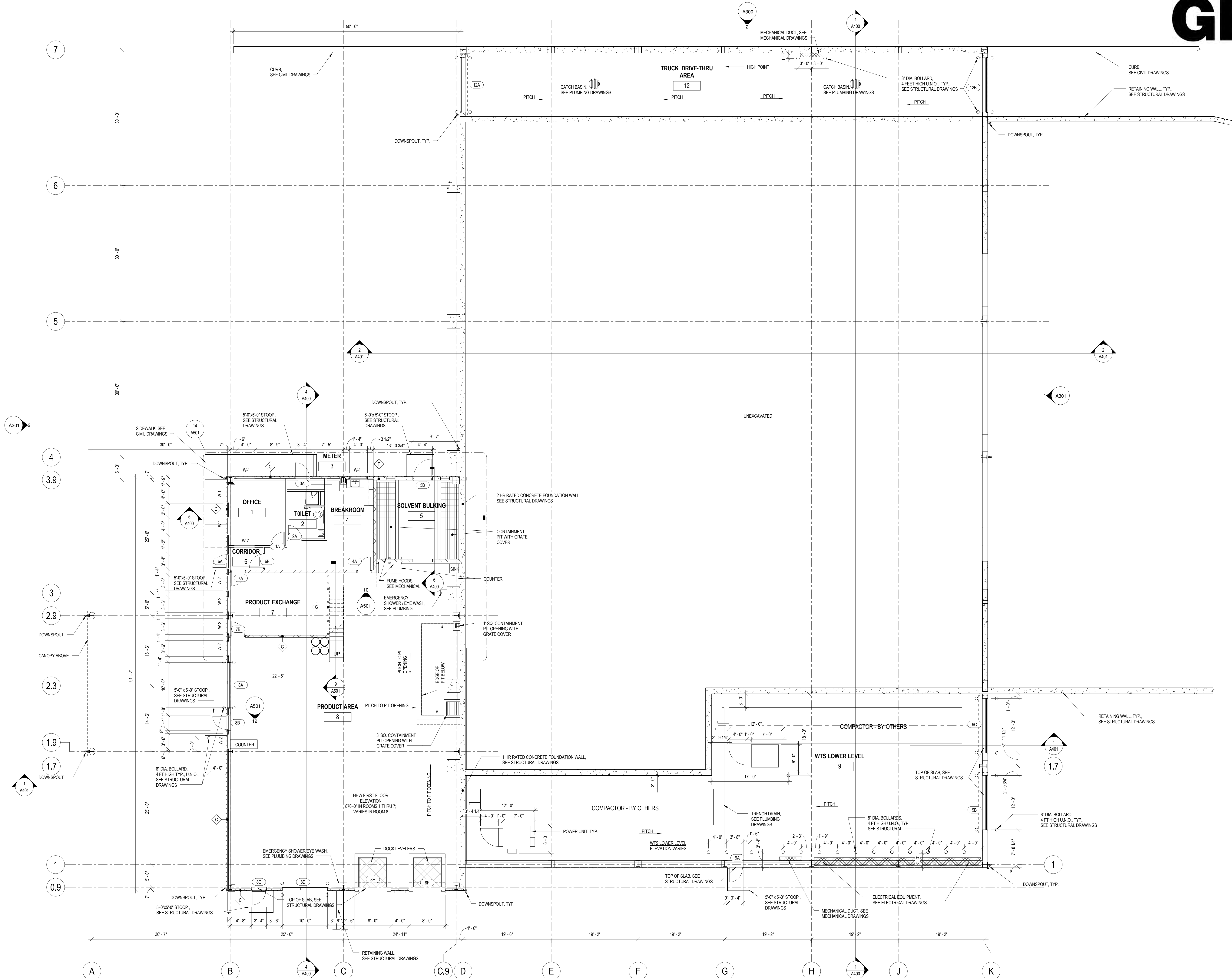
12

18

12

18

12



1 HHW FIRST FLOOR PLAN/ WTS LOWER LEVEL PLAN
1/8" = 1'-0"

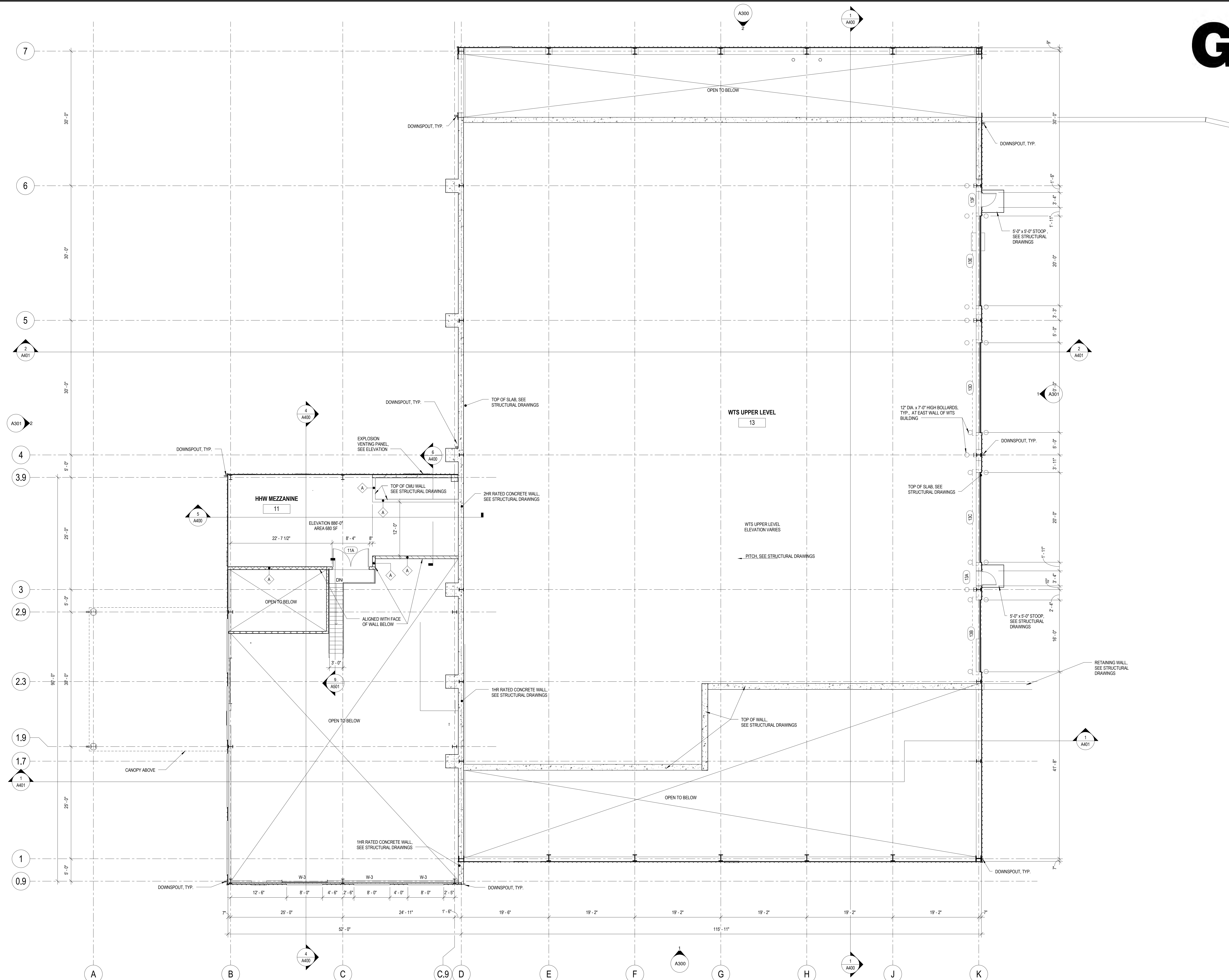
PROJECT INFORMATION:

PROJECT NUMBER: 2009-0328.02
DATE: 03-12-2012
DRAWN BY: JMR
CHECKED BY: SEB
APPROVED BY: JHK
SCALE: AS NOTED

SHEET TITLE:

HHW FIRST FLOOR PLAN/ WTS
LOWER LEVEL PLAN

SHEET NUMBER:



1 HHW MEZZANINE PLAN/ WTS UPPER LEVEL PLAN
1/8" = 1'-0"

PROJECT INFORMATION:

PROJECT NUMBER: 2009-0328.02
DATE: 03-12-2012
DRAWN BY: JMR
CHECKED BY: SEB
APPROVED BY: JHK
SCALE: AS NOTED

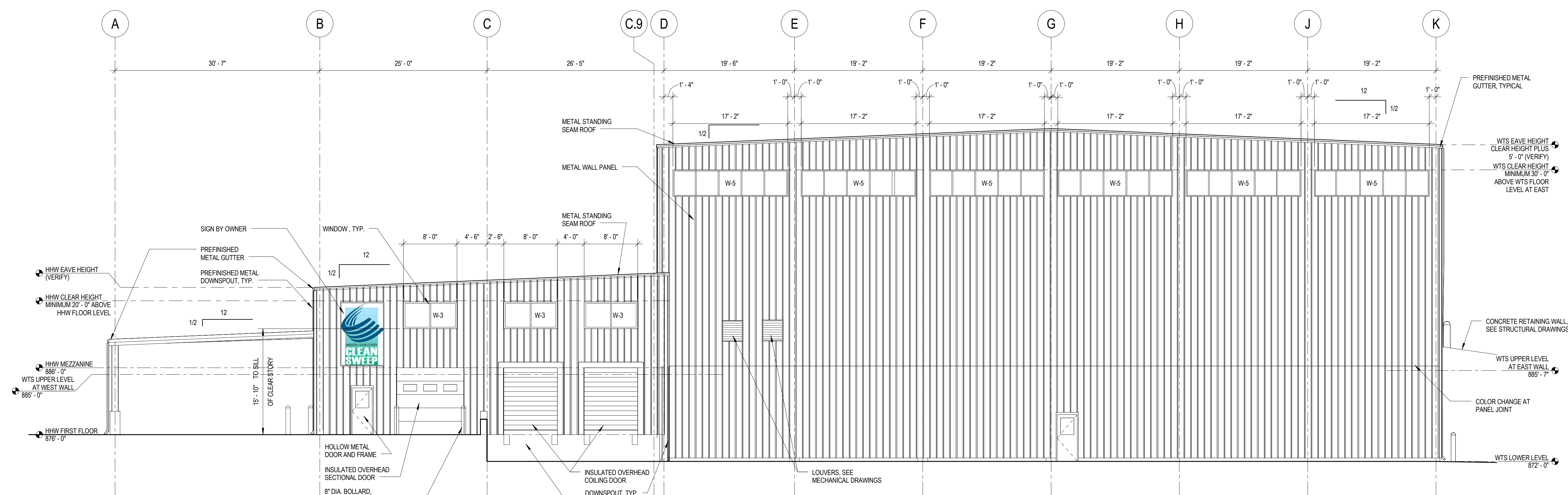
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HHW MEZZANINE PLAN/ WTS
UPPER LEVEL PLAN

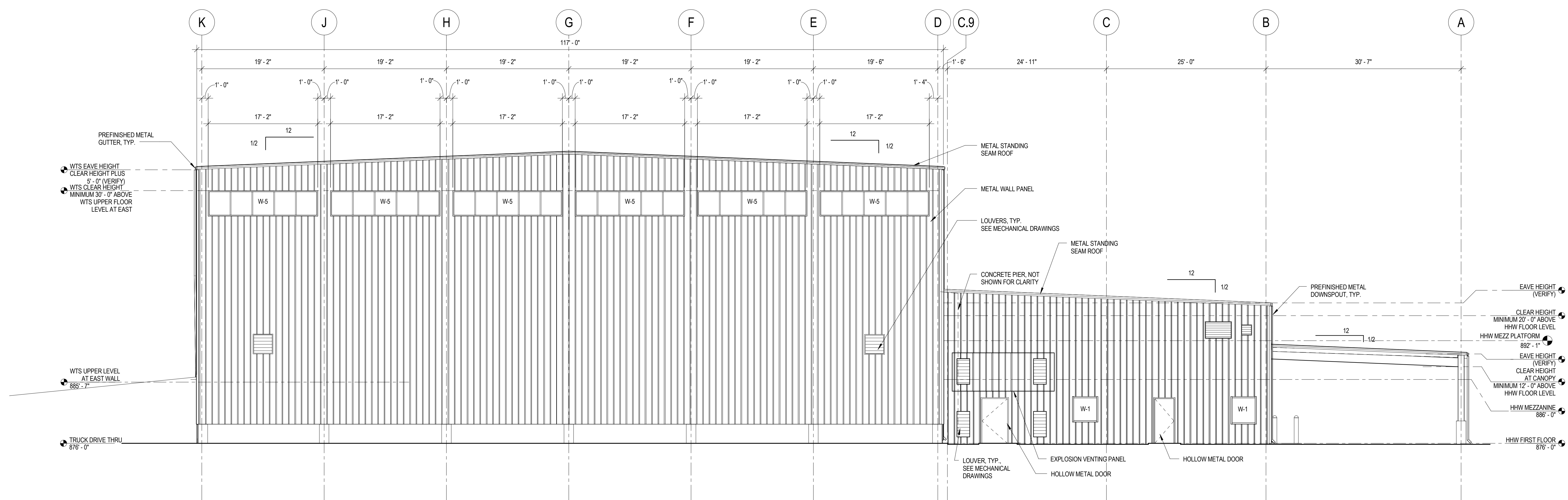
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A102

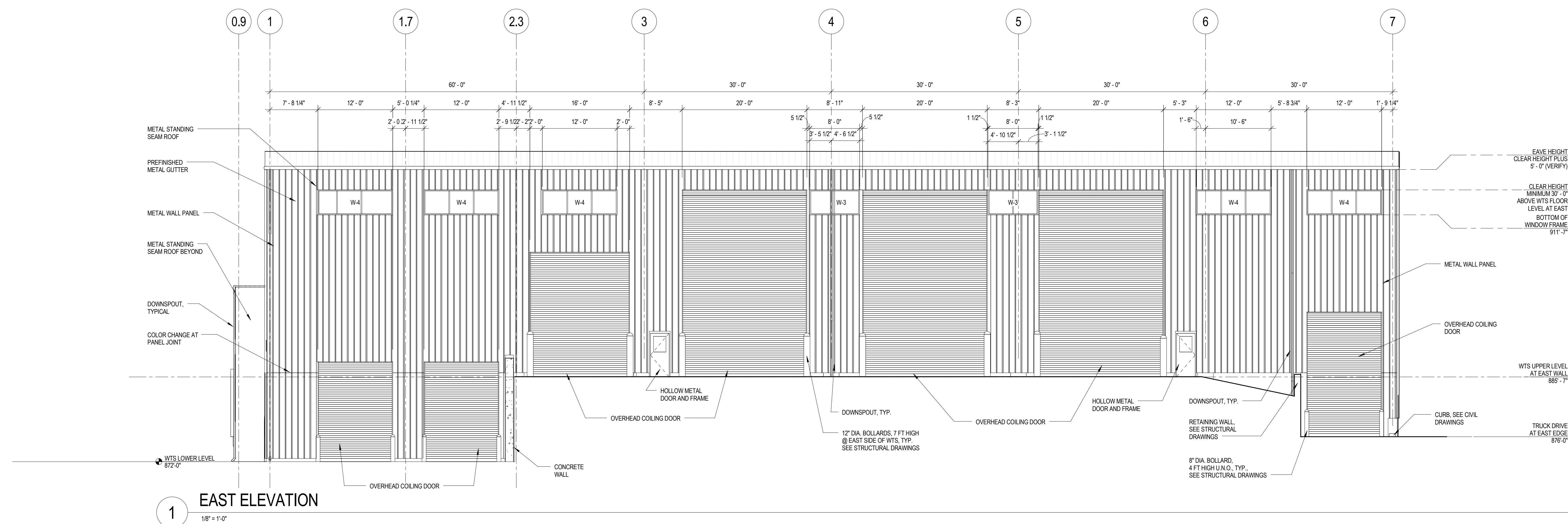
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3/8/2012 3:15:04 PM



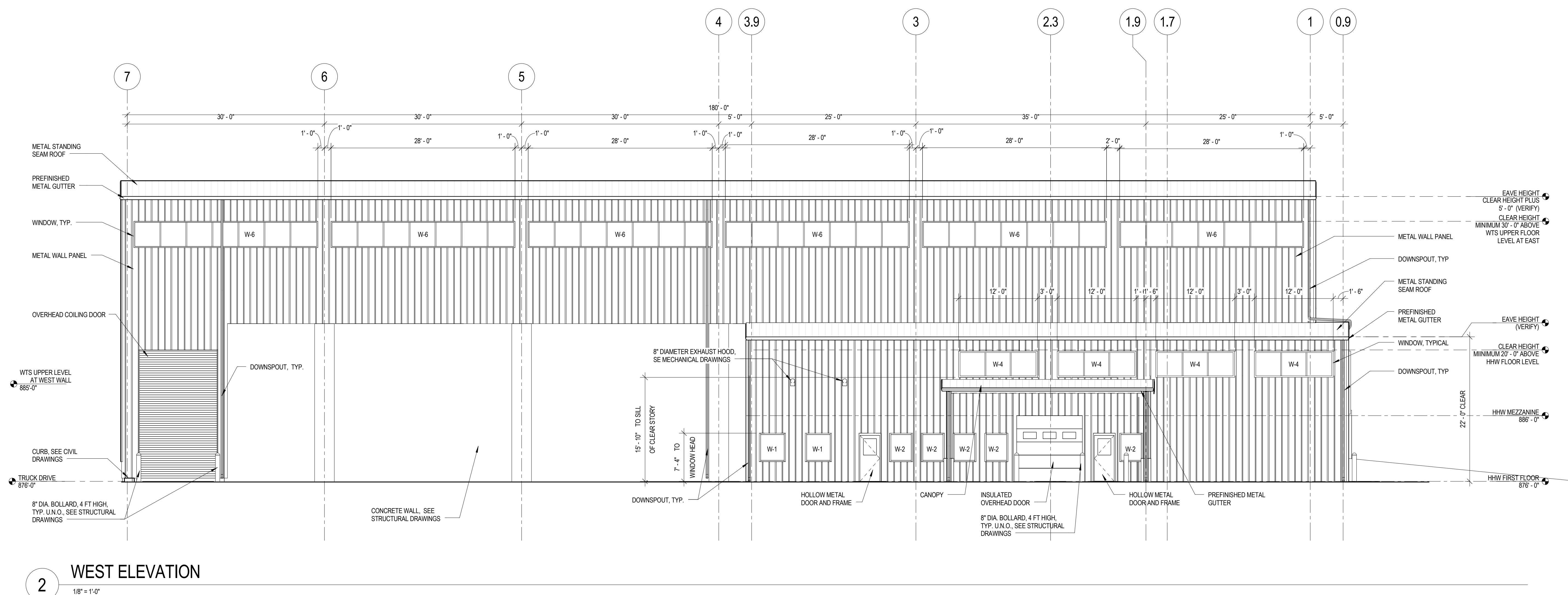
1 SOUTH ELEVATION
1/8" = 1'-0"



2 NORTH ELEVATION
1/8" = 1'-0"



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

Appendix B

Sample General Services Agreement



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

**GENERAL SERVICE
AGREEMENT**

COUNTY AGENCY:	List your agency		
AGREEMENT NO:	For DOA Use Only		
RESOLUTION NO:	Enter #		
BID OR RFP NO:	Enter #		
SCOPE:	Enter short description / title		
PROVIDER/ VENDOR INFORMATION:	Complete	CONTACT:	Complete
		TEL:	
		FAX:	
		EMAIL:	
		WEBSITE:	
TERM:	XX,XX 200 thru ??, 200 with () optional () year renewals, unless amended, cancelled or re-bid.		
REVISIONS:			
F.O.B.			
DELIVERY:			
SPECIAL INSTRUCTIONS:	Vendor to submit three (3) original signed copies		
ORDER INFORMATION:	Purchase Order		
MANDATORY AGREEMENT:			
COOPERATIVE PURCHASING:	No		
INVOICING INSTRUCTIONS:			
TAX EXEMPT No:	ES 41279		
Federal Exemption:	No. 39-6005684		
Agreement Administrator:	Your Agency	Contact person	Phone #
PRICING INFORMATION / ATTACHMENTS	See attached pricing schedule.		

MSWORD:GENERAL SERVICE AGREEMENT. REV 2/09

1. PARTIES

This Agreement is made and entered into by and between Dane County (hereinafter, "County"), a municipal corporation existing under the laws of the State of Wisconsin and **enter name** _____, (hereinafter, "Provider"). The Parties agree as follows:

2. TERM OF AGREEMENT

This Agreement shall commence on _____, 200X, and shall end as of the expiration date set forth on page 1 hereof, unless sooner as mutually agreed to by the parties or pursuant to the termination clause of this Agreement.

The term may be renewed at County's option for () additional terms of (1) year.

3. SERVICES TO BE PROVIDED BY PROVIDER

Provider will provide the services detailed in the bid specifications, request for bids (RFB) or Request for Proposal (RFP), if any, and Provider's responses thereto, if any, and **Schedule A**, which is attached hereto and fully incorporated herein by reference. In the event of a conflict between terms of documents, the terms of Schedule A shall govern, followed by those of the Request for Bid.

4. PAYMENTS

The County agrees to make such payments for services rendered under this Agreement in the manner specified in the attached **Schedule B**, which is attached hereto and fully incorporated herein by reference.

Provider shall not increase charges during the term of this Agreement without express written consent of County.

Provider shall not charge or seek payment for any item not specified in **Schedule B**. Notwithstanding any language to the contrary in this Agreement or any of its attachments, County shall never be required to pay more than the sum set forth on Schedule B.

5. REPORTS

Provider shall provide reports as described on **Schedule C**, (If any) which is attached hereto and fully incorporated herein by reference.

6. LIVING WAGE

The Provider agrees to pay all employees employed by the Provider engaged in performing the work under this Agreement, whether on a full-time or part-time basis, a base wage of not less than the County's minimum hourly wage as required by Section 25.015 Dane County Code of Ordinances.

The County's living wage is applicable to service Agreements exceeding \$5,000 or more. The successful bidder shall pay the County's living wage to all of its employees engaged in performing the work for the specific agency, whether on a full-time or part-time basis per D. C. Ord 25.015

7. INSURANCE

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and 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 amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER 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 PROVIDER'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, PROVIDER shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER 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 PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. 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 PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

8. NON WAIVER BY PAYMENT OR ACCEPTANCE

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 this Agreement or a waiver of any default of PROVIDER 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.

9. TERMINATION BY COUNTY

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
- C. Violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
- D. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
- E. Failure of PROVIDER to comply with reporting requirements contained herein.
- F. Inability of PROVIDER to perform the work provided for herein.
- G. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- H. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

10. NON-DISCRIMINATION.

During the term of this Agreement, PROVIDER agrees not to discriminate 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity

shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

11. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

12. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

13. DOMESTIC PARTNER EQUAL BENEFITS REQUIREMENT

The contractor [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

14. ENTIRE AGREEMENT

The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral Agreements and negotiations between the parties.

15. AMENDMENT

Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

16. ASSIGNMENT

Provider shall not assign or subcontract any interest or obligation under this Agreement without the County's prior written approval. All of the services required hereunder will be performed by Provider and employees of Provider.

17. LAW APPLIED

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. The Provider shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Provider and its agents and employees.

18. ADDITIONS / DELETIONS TO CONTRACT:

The County reserves the right to add new items and locations or at a price conforming to other like items on the contract set forth in the Scope of Service Section. The County reserves the right to reduce the scope of services during the term of the contract.

**SCHEDULE A
SCOPE OF SERVICE**

1. General Description Of Service

In accordance with all terms, conditions and procedures identified in this [contract](#),
[_____ enter company name](#) shall provide [_____ service](#).

2. Primary Department and Locations:

The following County Department(s) and or location(s) shall be included in the initial contract:

Department:

Address:

3. Cost and Invoicing.

A. Costs: The cost for all services provided under this Contract shall be included in the prices described in **SCHEDULE B**, the Cost Schedule. Term pricing - prices are to remain firm for the duration of [_____ months](#). [No other services or prices shall be performed or charged without prior written consent of County](#)

B. Invoicing:/Payment: The Contractor shall invoice the County only for those services and only at the prices described in **SCHEDULE B**.

All invoices shall contain complete and accurate information. [Contractor shall submit monthly invoices by the 10th of the month following the month services](#) were rendered at each location. All invoices shall be sent to the address specified by the designated agency representative. In no instance shall the provider invoice the County for more than is authorized by the County on the issued purchase order. The County's normal payment terms are net 30 days.

Contractor shall send monthly invoices, sorted by department, mailed to:

Department:

Address:

[Enter here](#)

4. Additions to Contract:

The County reserves the right to add new items and locations or at a price conforming to other like items on the contract. The procedure for such additions shall be as follows:

The County Purchasing Offices will send the provider a letter requesting pricing for the item(s) to be added. The provider, within three working days, should respond in writing and include the bid number, contract period and the price for each item to be provided. Upon receipt, the County shall issue a Change Order adding the product(s) to the Contract or Purchase Order. The County reserves the right to accept or reject prices and obtain bids on the open market for these add- ons.

Deletions and Reductions of Service:.

Dane County reserves the right to reduce the scope of services during the term of the contract.

5. Description of Service
[List Details Here](#)

SCHEDULE B
COST SCHEDULE – PAYMENT

Contractor shall submit monthly invoices by the 10th of the month following the month services. All invoices shall be sent to:

DEPARTMENT	ADDRESS	CONTACT PERSON	TELEPHONE
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In no instance shall the bidder invoice the County for more than is authorized by the County on the issued [Service Contract or Purchase Order](#)

The County’s normal payment terms are net 30 days.

SCHEDULE C

In addition to other reports required herein, the Provider shall provide:

The Contractor should be able to report on a monthly basis all services purchased against this contract.

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Provider, by their respective authorized agent, have caused the Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below:

FOR PROVIDER

Date Signed: _____

Signature

Name & Title

Date Signed: _____

Signature

Name & Title

Print name and title below signature line of any person signing this document

FOR COUNTY

Date Signed: _____

Signature

JOSEPH PARISI, County Executive

Date Signed: _____

Signature

Name & Title