

**RFP NO. 317054**



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. 317054**  
**OPERATIONS AND SAFETY TRAINING PROGRAM**  
**DANE COUNTY LANDFILL SITE NO. 2**  
**7102 U.S. HIGHWAY 12 & 18**  
**MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, MARCH 13, 2018 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

JOHN WELCH, SOLID WASTE MANAGER  
TELEPHONE NO.: 608/516-4154  
FAX NO.: 608/267-1533  
E-MAIL: [WELCH@COUNTYOFDANE.COM](mailto:WELCH@COUNTYOFDANE.COM)



Department of Public Works, Highway & Transportation  
**Public Works Solid Waste Division**

608/266-4018

Gerald J. Mandli, P.E.  
**Commissioner / Director**

Joseph T. Parisi  
**County Executive**

**Assistant Public Works Director**  
Rob Nebel

**Solid Waste Manager**  
John Welch, P.E.

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533

[www.countyofdane.com/pwht/public\\_works.aspx](http://www.countyofdane.com/pwht/public_works.aspx)

February 13, 2018

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 317054 to provide professional consulting services for the development and implementation of an Operations and Safety Training Program at Dane County Landfill Site No. 2. The Proposals are due on or before **2:00 p.m., Tuesday, March 13, 2018**. No performance bond is required for this project.

## SPECIAL INSTRUCTIONS

Please be sure to complete one (1) unbound original and four (4) 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.
3. Place the Proposal information (outlined in Section 3 of Requested Services and Business Information) after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

**Proposal No. 317054**  
**Operations and Safety Training Program**  
**March 13, 2018, 2:00 p.m.**

5. Mail or deliver to:  
John Welch, Project 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 John Welch at 608/516-4154 or send email to [Welch@countyofdane.com](mailto:Welch@countyofdane.com).

Sincerely,

*John Welch*

Project Manager

Enclosure: Request for Proposals No. 317054 Package

## **TABLE OF CONTENTS FOR RFP NO. 317054**

### **PROPOSAL CONTENTS**

- RFP Cover
- RFP Cover Letter
- Table of Contents
- Request for Proposal (Legal Notice)
- Signature Page
- Requested Services and Business Information
- Fair Labor Practices Certification
- Sample County of Dane Contract
- Equal Benefits Compliance Payment Certification

### **ATTACHMENTS**

- Figure 1. Site Map
- Figure 2. Staffing Diagram

### **SUPPLEMENTAL INFORMATION**

- CORE Assessment (Draft Report dated 11/4/16)

**LEGAL NOTICE**

**REQUEST FOR PROPOSALS**

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

**2:00 P.M., TUESDAY, MARCH 13, 2018**

**REQUEST FOR PROPOSALS NO. 317054**

**OPERATIONS AND SAFETY TRAINING PROGRAM**

**DANE COUNTY LANDFILL SITE NO. 2**

**7102 U.S. HIGHWAY 12 & 18**

**MADISON, WISCONSIN**

Dane County is inviting Proposals for professional consulting services for the development and implementation of an Operations and Safety Training Program at Dane County Landfill Site No. 2. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Tuesday, February 13, 2018** by downloading it from [bids-pwht.countyofdane.com](http://bids-pwht.countyofdane.com). Please call John Welch, Project Manager, at 608/516-4154, or our office at 608/266-4018, for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee before award of Agreement. Complete Vendor Registration Form at [danepurchasing.com/Account/Login?](http://danepurchasing.com/Account/Login?) or obtain one by calling 608/266-4131.

**PUBLISH: TUESDAY, FEBRUARY 13 & 20, 2018 - WISCONSIN STATE JOURNAL  
TUESDAY, FEBRUARY 13 & 20, 2018 - THE DAILY REPORTER**



Department of Public Works, Highway & Transportation

## Public Works Solid Waste Division

608/266-4018

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### PROPOSAL SIGNATURE PAGE

**PROPOSAL NO. 317054**

**PROJECT: OPERATIONS AND SAFETY TRAINING PROGRAM  
DANE COUNTY LANDFILL SITE NO. 2**

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

**SIGNATURE:** \_\_\_\_\_  
(Proposal is invalid without signature)

Print or Type Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Receipt of the following addenda and inclusion of their provisions in this Proposal is hereby acknowledged:

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional consulting services to develop and implement an Operations and Safety Training Program at Dane County Landfill Site No. 2.
- B. Overview: Dane County Landfill Site No. 2 has been an active municipal solid waste (MSW) landfill since 1985 with recent average annual tonnage of approximately 222,332 (Table 1). The landfill is accepting waste from 7:00 AM to 2:45 PM Monday through Friday and from 8:00 AM to 10:45 AM on Saturday.

Table 1. Landfill Tonnage

Year	Annual Tonnage
2015	211,096
2016	218,073
2017	237,828
Average	222,332

Dane County owns parcels totaling 217 acres, which includes a 104.6 acre landfill (Figure 1). Of the 104.6 acres of landfill, 76 acres were approved for waste placement in 1985 and 1994 (Area 1). In 2012, another expansion was approved consisting of 28.6 acres of horizontal expansion and 17 acres of vertical expansion over existing landfill (Area 2).

Area 1 consists of approximately 45 permanently capped acres, 31 intermediate capped acres, with construction happening in 2018 to permanently cap 18 of the intermediate capped acres. Area 2 consists of approximately 22 acres of active waste placement with an additional 4 acres to be completed for waste placement by November 2018.

Additionally, Dane County has the following on-site: Clean Sweep (household hazardous waste), Construction and Demolition Facility (C&D), electrical generation, and a proposed biogas cleaning facility. These four (4) facilities are outside the Scope of this proposal.

A staffing diagram is included as Figure 2 of this proposal. New operator trainees typically train for six (6) months starting in early spring.

- C. Purpose: In 2016, Dane County and its consultant conducted a Comprehensive Operations Review (CORE Assessment) and draft recommendations were made to increase operational efficiency and safety. A draft report of the CORE Assessment is available upon request. A few recommendations included: on-site landfill staff training, developing standard operation procedures, and developing an operations performance tracking system.
- D. To be considered for this project, the Consultant must meet or exceed the following criteria:
1. Have been in business for a period of not less than five (5) years.
  2. Must have been responsible for at least three (3) projects of similar scope as this Proposal.

### 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *County of Dane Contract*.

B. Phase 1 – Solid Waste Comprehensive Operations and Safety Training Program

1. Consultant shall provide an operations and safety protocols presentation to County management staff, reviewing a variety of key operational tasks, comparing current processes with industry standard practices. Topics for the presentation may include the following:
  - a. Facility overview (facility perimeter, entrance, scale area, signage, traffic control, soil management and fill sequence, tipping pattern, ancillary activities, etc.),
  - b. Environmental control (e.g. dust control, vector control, litter control, etc.),
  - c. Site specific safety requirements (e.g. spotter, personal protective equipment, etc.),
  - d. Equipment utilization and maintenance (e.g. dozers, compactors, scrapers, excavators, loader, haul trucks, etc.),
  - e. Landfill production analysis,
  - f. Waste cell construction, and
  - g. Recommendations.
2. Consultant shall provide a training session for landfill operators. This training session will focus on the tipping face and cell construction processes. Due to ongoing operations, this training session must be administered to half of the operators at one time and half of the operators at another time during normal business hours.
3. Deliverables for Phase 1 include the following:
  - a. Training session with County management staff on operations and safety protocols, and
  - b. Training session with landfill operators.

C. Phase 2 – Operation Plan and SOP

1. Consultant shall review with Dane County – Solid Waste Division and prepare ideas for the Operations Plan.
2. Consultant shall provide an outline for the Operations Plan. Operations Plan shall take into consideration the following parameters;
  - a. Waste from the Transfer Station will be considered another waste stream. The Operations Plan shall address how this material should be handled as it contains sheetrock (gypsum board) fines and is used as source of alternate daily cover, and
  - b. Safety and efficiency for County employees, commercial customers, and the public shall be considered in the Outline.
3. Consultant shall provide Standard Operations Procedures (SOP) templates for the County. SOP shall take into consideration the following parameters;
  - a. SOP templates shall not cover Clean Sweep, the C&D Facility, the electrical generation facilities, or the proposed biogas facility, and
  - b. Safety and efficiency for County employees, commercial customers, and the public shall be considered in the SOP templates.
  - c. Examples of SOP shall include, but not limited to, the following:
    - i. Tipping pattern,
    - ii. Waste cell construction,
    - iii. Waste preparation and covering,
    - iv. Compaction,
    - v. Cut and fill slopes,
    - vi. Traffic control,

- vii. Equipment proximity,
- viii. Road maintenance,
- ix. Vector control,
- x. Hot loads,
- xi. Load inspections, and
- xii. Inclement weather.

- 4. Dane County will use the Operation Plan outline and SOP templates to build their Operations Plan.
- 5. Deliverables for Phase 2 include the following;
  - a. Operations Plan Outline, and
  - b. Templates for SOP.

D. Phase 3 – Equipment Operator Training Program

- 1. Consultant shall provide a written and packaged operator training program to meet the machine specific needs of the facility. The operator training program shall provide, at a minimum, the following information for each machine type at Dane County Landfill;
  - a. Specifics on machine operation and maintenance,
  - b. Specifics on machine safety, and
  - c. Recommendations for how and when to test operators verifying their individual understanding and capabilities.
- 2. Dane County will continue training after the initial training and will create operational procedures, in the form of SOP, that align with the training program.
- 3. Deliverables for Phase 3 include the following;
  - a. Equipment Operator Training Program.

E. Phase 4 – Operation Performance Tracking

- 1. Consultant shall collect data from CORE Assessment and Dane County management staff to create an accurate method of tracking landfill performance. Tracking system shall be site-specific to Dane County's landfill. Dane County shall be able to use and edit/modify the tracking system without annual fees or consultant assistance.
- 2. Consultant shall work with County management staff to populate the tracking sheet for the first 12 months with relevant, collected data (e.g. equipment hours, tons received, cover soil usage, waste density, cell dimensions, etc.).
- 3. Consultant shall train County management staff on data collection process for the landfill performance tracking system.
- 4. Deliverables for Phase 4 include the following;
  - a. Landfill Performance Tracking System.

F. Phase 5 – Annual Safety Training Program (**Alternate Bid**)

- 1. Consultant to provide pricing for an annual safety training program to include one, or a combination, of the following three options below.

- a. Monthly DVD training videos for one (1) year including, but not limited to;
  - i. Training video,
  - ii. Teachers manual,
  - iii. Student booklets, and
  - iv. Sign-off sheets per training session.
- b. On-line access to training materials including, but not limited to;
  - i. Webinars,
  - ii. Safety videos with quizzes,
  - iii. Operational videos with quizzes, and
  - iv. Downloadable handouts (i.e. teachers manual, student booklets, sign-off sheets, etc.).
- c. In person, week long training session for operators.

### **3. PROPOSAL CONTENT**

- A. Interested consultants are requested to submit the following information in their proposal, in seven clearly distinct sections or divisions:
  - 1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
  - 2. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the development and implementation of a landfill training program. Description must include:
    - a. Experience with, or involvement in developing landfill training programs; and
    - b. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
  - 3. Listing of at least three training programs completed by their company that are similar to the one being proposed. Listing shall include for each project:
    - a. Brief description of the project including services provided (e.g., comprehensive operations review, training program development, etc.);
    - 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;
    - e. Specific details of originally proposed budget and time of completion and final (actual) budget and time of completion; and
    - f. Description of outcomes and effectiveness of the program.
  - 4. Description of development and implementation techniques to be used in approaching the Work. Close attention will be paid to the Consultant firm's knowledge and understanding of:
    - a. Comparing current landfill operations with industry standard practices;
    - b. Basic landfill operational processes (i.e. tipping face, daily cover, cell construction and closure, etc.);
    - c. Machine specific operations (i.e. dozer, compactor, etc.);
    - d. Key parameters for tracking landfill efficiency and performance;

- e. Listing of training topics for both County management staff and landfill operators;
  - f. List of annual training topics;
  - g. Anticipated number of days and hours per day for Phase 1 and 3; and
  - h. Hourly billing rates broken down by personnel. Note, this may be used for any services provided beyond the Scope of Work. All expenses required to complete the Scope of Work shall be included in the fees (Section 7).
5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project development, design and construction phases, using a theoretical start date of April 23, 2018. Include listing of other consultants who will participate in this Work and their area of expertise.
6. Five (5) fees for services;
- a. Stated as fixed fee for Phase 1 - Solid Waste Comprehensive Operations and Safety Training Program,
  - b. Stated as fixed fee for Phase 2 – Operations Plan and SOP,
  - c. Stated as fixed fee for Phase 3 – Equipment Operator Training Program,
  - d. Stated as fixed fee for Phase 4 – Operation Performance Tracking, and
  - e. Stated as an annual fixed fee for Phase 5 – Annual Safety Training Program **(Alternate Bid)**.
7. State clearly any limitations you wish to include in *County of Dane Contract* and advise of any conditions that you may have.

**4. EVALUATION CRITERIA**

A. Proposing consultants will be evaluated on this criteria:

Relative Experience	35%
Past Project References	25%
Approach to Project	20%
Pricing / Cost Proposal	<u>20%</u>
Total	100%

**6. SITE TOUR**

A. Coordinate site tours with John Welch, Solid Waste Manager, 608/516-4154.

**7. OWNER’S RESPONSIBILITY**

A. Not Applicable.

**8. 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, they 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>
February 13, 2018	RFP issued

March 2, 2018 - 2:00 p.m.	Written inquiries due
March 6, 2018	Addendum (if necessary)
March 13, 2018 - 2:00 p.m.	Proposals due
March 14, 2018 (estimated)	Interviews for invited proposing companies
March 15, 2018 (estimated)	Notification of intent to award sent out
April 23, 2018 (estimated)	Agreement start date
July 31, 2018 (estimated)	Phase 1 Deliverables due
October 31, 2018 (estimated)	Phase 2, 3, & 4 Deliverables due

## 9. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from John Welch, Solid Waste Manager, 608/516-4154, Welch@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, March 13, 2018.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- 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 subsequent interviews. 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) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.
- I. Dane County intends to award Phases 1 through 4 under one contract. Dane County may award an additional multi-year contract for on-going training and services.

**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 submitted a bid, application or proposal for a contract or agreement 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.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.09 is as follows:

- (1) 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 Controller 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.**

Include this completed Certification with your bid, application or proposal.

# COUNTY OF DANE CONTRACT

Number of Pages, including schedules: 13

Agreement No. \_\_\_\_\_

Expiration Date: December 31, 2018

Authority: Res. \_\_\_\_\_, 2017-2018

Department: DCPW – Solid Waste Division

Maximum Cost: \_\_\_\_\_

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and \_\_\_\_\_ (hereafter, "PROVIDER"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of developing and implementing an operations and safety training program at Dane County Landfill Site No. 2; and

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- 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:

1. 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.
2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. Failure of PROVIDER to comply with reporting requirements contained herein.
4. Inability of PROVIDER to perform the work provided for herein.

- C. 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.

- D. 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 offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

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

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. 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 professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) 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. 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. 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.
- IX. NO 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.
- X. 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.

XI. 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.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the living wage as defined in section 25.12(g)(2), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.12 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER 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 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.12(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.12(e)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER 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 PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.13, 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.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Controller 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 Controller 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 Controller as set forth in sec. 25.08(20)(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 for union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. 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 relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this 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: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_  
JOSEPH T. PARISI, County Executive

Date Signed: \_\_\_\_\_  
SCOTT MCDONELL, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 12/17

## Schedule A – Scope of Services

I. Pursuant to Paragraph No. 2 of the attached AGREEMENT, the PROVIDER shall provide the following services:

A. Phase 1 – Solid Waste Comprehensive Operations Training Program

1. Consultant shall provide an operations and safety protocols presentation to County management staff, reviewing a variety of key operational tasks, comparing current processes with industry standard practices. Topics for the presentation may include the following:
  - a. Facility overview (facility perimeter, entrance, scale area, signage, traffic control, soil management and fill sequence, tipping pattern, ancillary activities, etc.),
  - b. Environmental control (e.g. dust control, vector control, litter control, etc.),
  - c. Site specific safety requirements (e.g. spotter, personal protective equipment, etc.),
  - d. Equipment utilization and maintenance (e.g. dozers, compactors, scrapers, excavators, loader, haul trucks, etc.),
  - e. Landfill production analysis,
  - f. Waste cell construction, and
  - g. Recommendations.
2. Consultant shall provide a training session for landfill operators. This training session will focus on the tipping face and cell construction processes. Due to ongoing operations, this training session must be administered to half of the operators at one time and half of the operators at another time during normal business hours.
3. Deliverables for Phase 1 include the following:
  - a. Training session with County management staff on operations and safety protocols, and
  - b. Training session with landfill operators.

B. Phase 2 – Operation Plan and SOP

1. Consultant shall review with Dane County – Solid Waste Division and prepare ideas for the Operations Plan.
2. Consultant shall provide an outline for the Operations Plan. Operations Plan shall take into consideration the following parameters;
  - a. Waste from the Transfer Station will be considered another waste stream. The Operations Plan shall address how this material should be handled as it contains sheetrock (gypsum board) fines and is used as source of alternate daily cover, and
  - b. Safety and efficiency for County employees, commercial customers, and the public shall be considered in the Outline.
3. Consultant shall provide Standard Operations Procedures (SOP) templates for the County. SOP shall take into consideration the following parameters;
  - a. SOP templates shall not cover Clean Sweep, the C&D Facility, the electrical generation facilities, or the proposed biogas facility, and
  - b. Safety and efficiency for County employees, commercial customers, and the public shall be considered in the SOP templates.
  - c. Examples of SOP shall include, but not limited to, the following:
    - i. Tipping pattern,
    - ii. Waste cell construction,
    - iii. Waste preparation and covering,
    - iv. Compaction,

- v. Cut and fill slopes,
- vi. Traffic control,
- vii. Equipment proximity,
- viii. Road maintenance,
- ix. Vector control,
- x. Hot loads,
- xi. Load inspections, and
- xii. Inclement weather.

- 4. Dane County will use the Operation Plan outline and SOP templates to build their Operations Plan.
- 5. Deliverables for Phase 2 include the following;
  - a. Operations Plan Outline, and
  - b. Templates for SOP.

C. Phase 3 – Equipment Operator Training Program

- 1. Consultant shall provide a written and packaged operator training program to meet the machine specific needs of the facility. The operator training program shall provide, at a minimum, the following information for each machine type at Dane County Landfill;
  - a. Specifics on machine operation and maintenance,
  - b. Specifics on machine safety, and
  - c. Recommendations for how and when to test operators verifying their individual understanding and capabilities.
- 2. Dane County will continue training after the initial training and will create operational procedures, in the form of SOP, that align with the training program.
- 3. Deliverables for Phase 3 include the following;
  - a. Equipment Operator Training Program.

D. Phase 4 – Operation Performance Tracking

- 1. Consultant shall collect data from CORE Assessment and Dane County management staff to create an accurate method of tracking landfill performance. Tracking system shall be site-specific to Dane County's landfill. Dane County shall be able to use and edit/modify the tracking system without annual fees or consultant assistance.
- 2. Consultant shall work with County management staff to populate the tracking sheet for the first 12 months with relevant, collected data (e.g. equipment hours, tons received, cover soil usage, waste density, cell dimensions, etc.).
- 3. Consultant shall train County management staff on data collection process for the landfill performance tracking system.
- 4. Deliverables for Phase 4 include the following;
  - a. Landfill Performance Tracking System.

E. Phase 5 – Annual Safety Training Program (**Alternate Bid**)

- 4. Consultant to provide pricing for an annual safety training program to include one, or a combination, of the following three options below.
  - a. Monthly DVD training videos for one (1) year including, but not limited to;
    - i. Training video,
    - ii. Teachers manual,

- iii. Student booklets, and
    - iv. Sign-off sheets per training session.
  - b. On-line access to training materials including, but not limited to;
    - i. Webinars,
    - ii. Safety videos with quizzes,
    - iii. Operational videos with quizzes, and
    - iv. Downloadable handouts (i.e. teachers manual, student booklets, sign-off sheets, etc.).
  - c. In person, week long training session for operators.
- II. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated [REDACTED], and incorporated herein by reference.
- III. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

SAMPLE

**Schedule B – Payment Terms**

I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

- A. For the completion of Schedule "A", para I.A., the sum of \$[REDACTED].
- B. For the completion of Schedule "A", para I.B., the sum of \$[REDACTED].
- C. For the completion of Schedule "A", para I.C., the sum of \$[REDACTED].
- D. For the completion of Schedule "A", para I.D., the sum of \$[REDACTED].
- E. For the completion of Schedule "A", para I.E., the sum of \$[REDACTED].

F. Additional services provided by PROVIDER shall be paid at the following billing rates:

Employee Classification	Hourly Rate
[REDACTED]	[REDACTED]

II. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.

### **Schedule C – Reporting Terms**

- I. PROVIDER shall provide COUNTY with Phase I deliverables (Schedule A, para. I.A.) no later than July 31, 2018. The COUNTY shall withhold the sum of \$1,000.00 due as payment hereunder until such deliverable is received.
- II. PROVIDER shall provide COUNTY with Phase II, III, and IV deliverables (Schedule A, para. I.B., I.C., and I.D.) no later than October 31, 2018. The COUNTY shall withhold the sum of \$1,000.00 due as payment hereunder until such deliverable is received.

SAMPLE

**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM**

**PURPOSE**

25.13 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 25.13 “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 25.13 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.

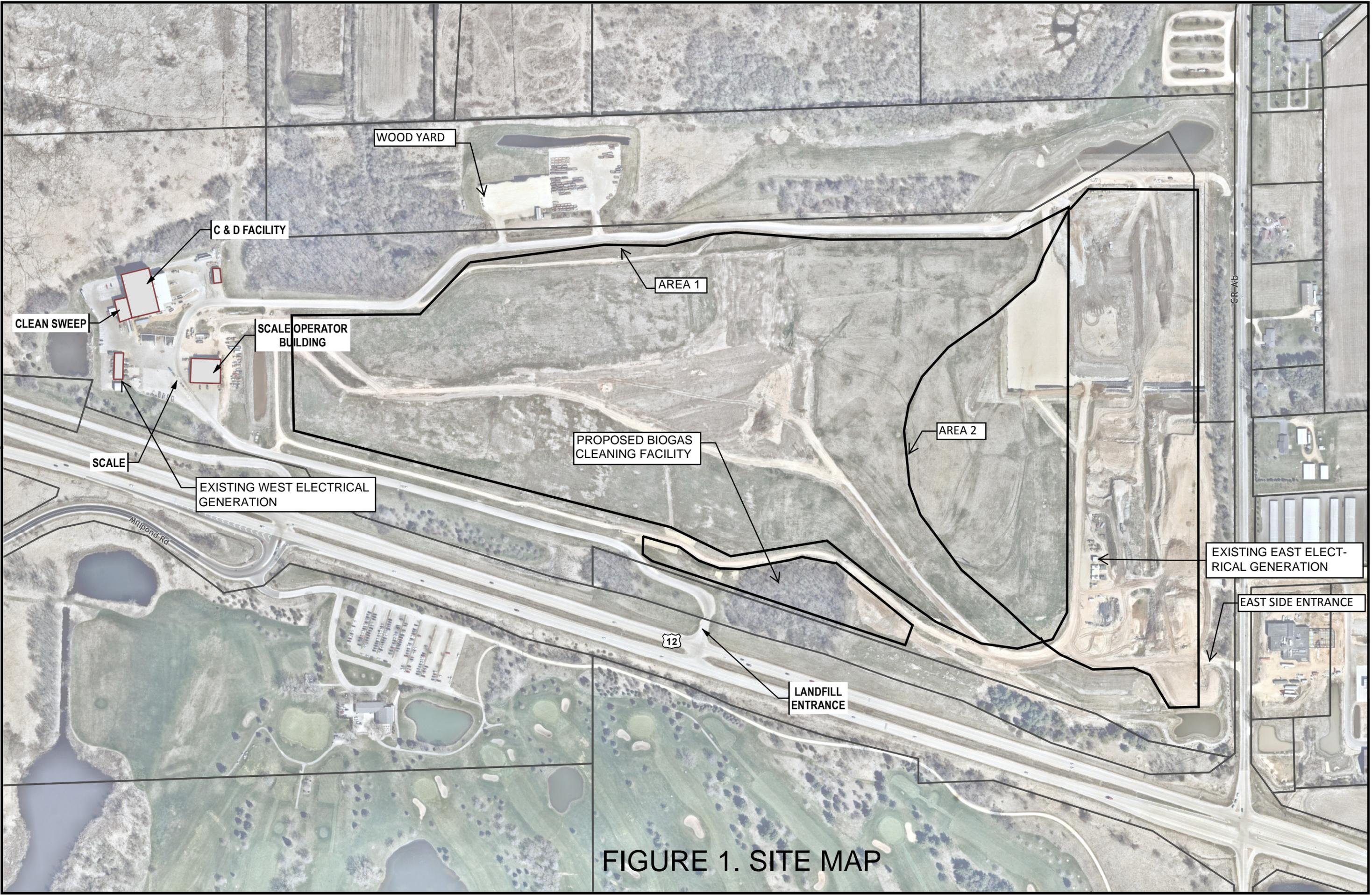


FIGURE 1. SITE MAP

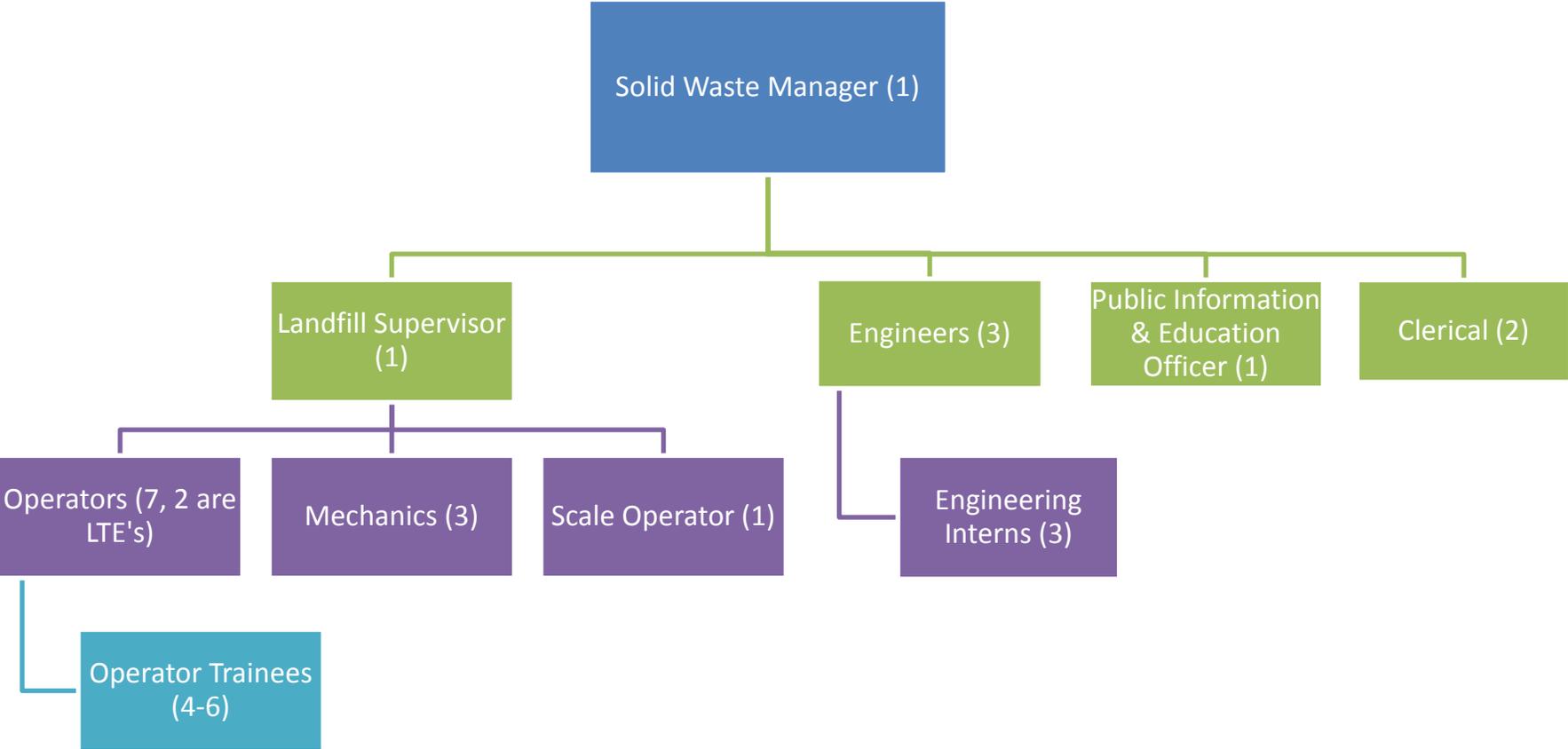


Figure 2. Staffing Diagram for Dane County Public Works – Solid Waste Division