



DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

County Executive
Joseph T. Parisi

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

Commissioner / Director
Gerald J. Mandli

Issued March 29, 2013

ATTENTION ALL REQUEST FOR PROPOSAL (RFP) HOLDERS

RFP NO. 312036 - ADDENDUM NO. 1

RECYCLING OF RESIDENTIAL ELECTRONICS

PROPOSALS DUE: THURSDAY, APRIL 11, 2013, 2:00 PM. DUE DATE AND TIME ARE NOT CHANGED BY THIS ADDENDUM.

This Addendum is issued to modify, explain or clarify the original Request for Proposal (RFP) and is hereby made a part of the RFP. **Please acknowledge this Addendum in your Proposal.**

PLEASE MAKE THE FOLLOWING CHANGES:

1. RFP Packet

Due to multiple vendor questions and document corrections, Dane County has updated the entire packet of RFP documents. The updated RFP documents are attached as Addendum #1. Please disregard the original RFP documents and submit your Proposal based entirely on the information contained in Addendum #1.

If any additional information about this Addendum is needed, please call John Welch at 608/516-4154, welch@countyofdane.com.

Enclosures:

- Cover Page
- Documents Index
- Invitation to Propose (Legal Notice)
- Requested Services and Business Information
- Instructions to Bidders
- Signature Affidavit
- Contract Compliance Program Worksheet
- Fair Labor Practices Certification
- Designation of Confidential and Proprietary Information
- Sample Purchase of Services Agreement

RFP NO. 312036



CONSTRUCTION DOCUMENTS PROJECT MANUAL

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,
HIGHWAY AND TRANSPORTATION

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

ADDENDUM #1

REQUEST FOR PROPOSALS NO. 312036 RECYCLING OF RESIDENTIAL ELECTRONICS DANE COUNTY LANDFILL SITE #2 7102 U.S. HIGHWAYS 12 & 18 MADISON, WISCONSIN

Due Date / Time: **THURSDAY, April 11, 2013 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

ADDENDUM #1 - DOCUMENT INDEX FOR RFP NO. 312036

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Sample Purchase of Services 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, APRIL 11, 2013

REQUEST FOR PROPOSALS NO. 312036
RECYCLING OF RESIDENTIAL ELECTRONICS
DANE COUNTY LANDFILL SITE #2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN

Dane County is inviting Proposals for recycling of residential electronics services. Dane County is seeking proposals for recycling of electronics that will be brought into the Clean Sweep facility at the Dane County Landfill site #2 by residents of Dane County.

Request for Proposals package may be obtained after **2:00 p.m. on Thursday, March 21, 2013** at the Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, by calling 608/266-4018, or downloading it from www.countyofdane.com/pwbids. Please call John Welch, Solid Waste Manager, 608/516-4154, 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 www.danepurchasing.com/registration or obtain one by calling 608/266-4131.

Proposers facility tour will be held on Thursday, March 28, 2013 at 12:00 p.m. at the Dane County landfill site #2, 7102 U.S. Highway 12 & 18, Madison, Wisconsin in the Clean Sweep Building. This tour is optional, but attendance is strongly encouraged.

PUBLISH: 03/21/2013 & 03/28/13 - WISCONSIN STATE JOURNAL
03/21/2013 & 03/28/13 - THE DAILY REPORTER

ADDENDUM #1 - REQUESTED SERVICES AND BUSINESS INFORMATION

- A. Dane County is inviting proposals for one or more electronic recyclers to accept e-waste from the Clean Sweep facility at the Dane County Landfill #2 site. The undersigned, having examined the site where the Work is to be executed and having become familiar with local conditions affecting the cost of the Work and having carefully examined the contents of this document and addenda thereto prepared by Dane County Department of Public Works, Highway & Transportation hereby agrees to provide the services as specified.
- B. Interested consultants are requested to submit the following information in their proposal, in 17 distinct sections or divisions:
1. In your proposal include all cost to Dane County, as well as any prices paid for materials collected, a description of services provided, and any additional equipment or other value-added benefits that your organization is proposing to provide to Dane County. Please provide a breakdown by pricing category, with estimates of weights within each category. Please include any expenses that Dane County would be expected to pay for or services Dane County is expected to provide. Provide separate pricing for providing Dane County with Gaylord boxes, pallets, shrink wrap, and other packaging.
 2. Please provide a complete list of which items you will take from the Clean Sweep facility. Is there an option for adding appliances or other electronic devices? If so, please describe which appliances or other electronic devices you will allow to be dropped off at the Clean Sweep station and any pricing associated with the additional items.
 3. What electronics recycling certifications do you have (R2, e-Stewards, etc)? Are you a registered collector or recycler with the WDNR? Do you have external firms auditing your recycling processes and procedures for compliance with regulations?
 4. List facilities and companies you will use to aggregate, demanufacture, process, refurbish, donate, and/or recycle the electronic materials. Is the work done in-house or by other vendors? Describe what recycling methods and processes you use for safe and effective recycling of electronics. What steps are taken to ensure worker safety? What steps are taken to ensure materials with hazardous components don not end up in landfills or incinerators, or improperly disposed of in the United States or overseas? Based on your company's historic recycling rates, what percentage of collected materials will actually be recycled or reused? Dane County will require a certificate of proper destruction/recycling once material has been processed.
 5. Who are your downstream vendors for glass and what is the final market place for glass from your facility?
 6. What steps do you use to destroy and protect personal and confidential information? Do you erase all data to Department of Defense standards? Which data destruction standards do you use? Dane County will require a certificate of destruction/recycling once material has been processed.
 7. What is the largest permanent collection account or collection event that your agency has been involved with? Please provide references and contact information for at least three customers your agency has done business with.
 8. What is your plan for clearing the site of all material, trucking, and storage? Dane County has a forklift and pallet jacks at the facility. Dane County staff will take the electronics from residents and place them in the final shipping containers. Clearly explain if you are going to ask Dane County staff to separate collected materials into separate categories or Gaylord boxes. Dane County has limited space within the building to store materials, so your plan should have County staff sorting collected electronics into no more than five separate categories. Dane County has a loading dock

that the recycler will be able to park a semi trailer at for ewaste loading and storage. The truck used for hauling must be compatible with our existing truck restraint system on the building. Proposal plan and pricing should include all trucking. Base pricing for this Proposal should not include Gaylord boxes, pallets, shrink wrap, or other packaging materials, but Proposers should include alternate pricing for these materials as a separate cost in the Proposal.

9. Has your business ever been in business under another name?
10. Has your business, including under previous names, ever been found to be in violation of local, state, or federal rules, regulations, or laws? If so, please describe.
11. What insurance does your agency carry (pollution, general liability, automobile, workman compensation, professional liability, umbrella, etc)?
13. State clearly any limitations you wish to include in agreement and any conditions that you may have.
14. Completed Signature Affidavit.
15. Completed Contract Compliance Program Worksheet.
16. Completed Fair Labor Practices Certification.
17. Completed Designation of Confidential and Proprietary Information form.
All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

C. Proposing consultants will be evaluated on the following criteria:

Certifications / Recycling Methods	30 %
Pricing / Cost Proposal	30 %
Experience / References	20 %
Approach to Project	<u>20 %</u>
Total	100%

D. 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>
March 21, 2013	RFP issued
March 28, 2013 – 12:00pm	Optional facility tour
April 3, 2013 - 2:00 p.m.	Written inquiries due
April 4, 2013 - 2:00 p.m.	Last Addendum (if necessary)
April 11, 2013 - 2:00 p.m.	Proposals due
April 20, 2013 (estimated)	Notification of intent to award sent out
June 1, 2013 (estimated)	Contract start date

E. The terms are for a two-year Agreement with three optional one-year renewals.

- F. Information regarding this project may be obtained from John Welch – Solid Waste Manager, 608/516-4154, welch@countyofdane.com.
- G. **All Proposals must be submitted by 2:00 p.m., Thursday, April 11, 2013.**
- H. Dane County reserves the right to accept or reject any Proposal submitted.
- I. Information submitted by agencies 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, a timetable and the basis of their fee schedule.
- J. 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) days following the proposal due date.
- K. Dane County reserves the right, without qualification and in its sole discretion, to reject any and/or all bids or to waive any informality, technicality or deficiency in bids received, and to accept any bid which shall be in the best interest of Dane County. Dane County reserves the right to consider proposals or alternatives outside of this solicitation. In addition, Dane County reserves the right, in its sole discretion, to modify or waive any of the criteria contained herein and/or the process described herein. Those who submit bids agree to do so without recourse against Dane County for either rejection or failure to execute a contract for any reason.
- L. Dane County is an Equal Opportunity Employer.

ADDENDUM #1 - INSTRUCTIONS TO BIDDERS

**RECYCLING OF RESIDENTIAL ELECTRONICS
DANE COUNTY LANDFILL SITE #2
7102 U.S. HIGHWAYS 12 & 18
MADISON, WISCONSIN**

1. GENERAL INFORMATION

- A. Dane County recently completed construction of a Clean Sweep facility and the County is looking for companies interested in accepting e-waste from the Clean Sweep station for recycling. The Clean Sweep facility will begin operations on May 1, 2013, and the contract for e-waste recycling is expected to begin June 1, 2013.
- B. Dane County will help to advertise the new Clean Sweep facility and the electronics recycling program. The County has an annual flyer that it produces, which will highlight this information. This information is distributed to all municipal clerks within Dane County and posted on our website and Facebook page. In addition, the Dane County Executive is planning a press event to announce the opening of the new facility.
- C. The facility will be open year round. Hours of operation will be Tuesday-Friday from 7:00am-3:00pm and Saturday from 8:00am-11:00am.
- D. Each vehicle will be charged a \$10.00 trip fee to dispose of household hazardous waste and other materials at the Clean Sweep facility. This trip fee will include free disposal of the resident's first TV or computer monitor. In addition to this trip fee, residents will be charged \$10.00 per TV and computer monitor for each unit after the first TV or computer monitor. There will be no fees for residents to dispose of other electronics.
- E. This will be the first time Dane County has run a permanent electronic waste collection location. The County has done several one-day collection events. The events in 2009-2012 were free one-day events.

The collected weights from these events were:

- 2009 – 799,498 lbs
- 2010 – 504,562 lbs
- 2011 – 274,929 lbs
- 2012 – 296,479 lbs

The breakdown of materials from the 2011 one-day event was:

Appliances	Audio Equipment	Cable/Satellite Receiver	Cameras/Camcorders	Cell Phones	Commercial Printers	Computer Peripherals
2,949	14,454	15	3	9	539	488
Computers	Consumer Printers	CRT Monitor	CRT Tubes	CRT TV	DVD Player	DVR/Tivo
21,685	12,453	30,023	0	179,559	375	41
Fax Machine	Flat Panel Monitor	Flat Screen TV	Gaming Consoles	Misc electronics (non-compliant)	Notebooks	Satellite Dish
54	1,069	2,343	73	3,256	1,007	8
Scanner	Small Server	Telephones	Televisions (non-compliant)	VCR	Wire	Total Weight
71	4	18	46	1,247	3,140	274,929

The breakdown of materials from the 2012 one-day event was:

Computers	Monitors	Printers	Televisions	EEDs	Non EEDs	Total Weight
33,525	39,464	19,311	149,575	39,786	14,818	296,479

2. SECURING DOCUMENTS

- A. RFB may be obtained at:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
608/266-4018
or at:
www.countyofdane.com/pwht/bid
- B. If RFB are obtained from the Dane County web site, Bidder is responsible to check back regularly at the web site for Addenda.

3. BID REQUIREMENTS

- A. Interested consultants are requested to submit their Proposal with information given in 17 distinct sections or divisions, as described in the Requested Services & Business Information section of this RFP.
- B. Envelope containing Proposal shall be clearly marked as for this project (note title at top of page). Proposals shall be delivered to:
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way
Madison, Wisconsin 53713
- E. Erasures or other changes to Proposal must be explained or noted, and shall be accompanied by initials of bidder.
- F. Legally authorized official of bidder's organization shall sign Proposal.

4. INQUIRIES

- A. Written inquiries regarding intent of RFB Documents should be directed to:
John Welch, Solid Waste Manager
Dane County Department of Public Works, Highway & Transportation
1919 Alliant Energy Center Way, Madison, Wisconsin 53713
Fax: 608/267-1533
Email: welch@countyofdane.com
- B. Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of RFB Documents to attention of Department of Public Works, Highway & Transportation no later than April 3, 2013 at 2:00pm. Prompt clarification of intent of RFB Documents shall be made available to bidders in form of Addendum. Proposer shall acknowledge all Addenda in their Proposal.
- C. Failure to request clarification of interpretation of RFB Documents shall not relieve bidders of their responsibilities to perform Work.

5. WITHDRAWAL OF PROPOSALS

- A. Any bidder may withdraw their Proposal any time prior to Bid Due Date. Withdrawn Proposals shall be returned unopened.

6. BIDDERS SHOULD BE AWARE OF THE FOLLOWING:

A. DANE COUNTY VENDOR REGISTRATION PROGRAM

Any person bidding 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. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal online at:
www.danepurchasing.com/registration

B. EQUAL BENEFITS REQUIREMENT

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. Equal Benefits Compliance Payment Certification shall be submitted with final pay request. For more information:
www.danepurchasing.com/partner_benefit.aspx

C. LIVING WAGE REQUIREMENT

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 prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances.

ADDENDUM #1 - SIGNATURE AFFIDAVIT

COMMODITY / SERVICE: Recycling of Residential Electronics			
REQUEST FOR PROPOSAL NO.: 312036	PROPOSAL DUE DATE: April 11, 2013	BID BOND: N/A	PERFORMANCE BOND: N/A

I hereby certify that all statements herein are made on behalf of:

_____ (Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of _____, or
2. A partnership consisting of _____, or
3. A person conducting business as _____;

Of the City, Village, or Town of _____ of the State of _____.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly disclosed prior to the Bids Due Date to another bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further agrees to honor the base and alternate pricing submitted for 60 days from date of Award of Contract.

SIGNATURE: _____
(Proposal is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

ADDENDUM #1 - 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 whose 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.

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.nlrb.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.

Designation of Confidential and Proprietary Information

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

Section	Page Number	Topic

Check mark : _____ This firm is not designating any information as proprietary and confidential witch qualifies as trade secrete.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

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

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

****SAMPLE****
COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: _____

Agreement No. _____

Expiration Date: _____

Authority: Res. _____, 2013-2014

Department: _____

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"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is _____,
desires to purchase services from PROVIDER for the purpose of _____
_____ ; 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 set-off.

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 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.

- 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 prevailing living wage as defined in section 25.015(1)(f), 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 25.015 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 25.015(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 25.015(1)(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. 25.016, 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.

XIV. 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."

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 PARISI, County Executive

Date Signed: _____
County Clerk

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

rev. 11/08