



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. 317009
COMPOST SITE OPERATION
DANE COUNTY VERONA COMPOST SITE
DANE COUNTY, WISCONSIN**

Due Date / Time: **THURSDAY, FEBRUARY 16, 2017 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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

Bid Deposit: **N/A**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ROBERT REGAN, SOLID WASTE ENGINEER
TELEPHONE NO.: 608/266-4139
FAX NO.: 608/267-1533
E-MAIL: REGAN@COUNTYOFDANE.COM



County Executive
Joseph T. Parisi

DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY and TRANSPORTATION

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

Commissioner / Director
Gerald J. Mandli

January 27, 2017

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 317009 Compost Site Operation at the Dane County Verona Compost Site, Dane County, WI. The Proposals are due on or before **2:00 p.m., Thursday, February 16, 2017**. A performance bond is required for this project.

SPECIAL INSTRUCTIONS

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

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
2. Place the Proposal information after Fair Labor Practices Certification.
3. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:
Proposal No. 317009
Compost Site Operation
2:00 p.m., Thursday, February 16, 2017
4. Mail to:
Robert Regan, Solid Waste Engineer
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 Robert Regan at (608) 266-4139 or send email to regan@countyofdane.com.

Sincerely,

Robert Regan, P.E.
Solid Waste Engineer

Encl.: Request for Proposals No. 317009 Package

DOCUMENT INDEX FOR RFP NO. 317009

PROPOSAL REQUIREMENTS

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

APPENDICES

Appendix A	Site Plan
Appendix B	Sample General Service Agreement

LEGAL NOTICE

INVITATION TO PROPOSE

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

2:00 P.M., THURSDAY, FEBRUARY 16, 2017

REQUEST FOR PROPOSALS NO. 317009

COMPOST SITE OPERATION

DANE COUNTY VERONA COMPOST SITE

DANE COUNTY, WISCONSIN

Dane County is seeking proposals for the operation of a composting operation at the Dane County Verona Compost Site. The selected proposer will permit and operate the compost site on Dane County property. The operation should include accepting yard waste materials from public and private entities, processing materials on-site (i.e. mixing, turning, screening), and providing finished compost to the public.

Request for Proposals package may be obtained by downloading it from countyofdane.com/pwbids. Please call Robert Regan, Solid Waste Engineer, at 608/266-4139, with any questions or for additional information.

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

**PUBLISH: JANUARY 31 & FEBRUARY 7, 2017- WISCONSIN STATE JOURNAL
 JANUARY 31 & FEBRUARY 7, 2017 - THE DAILY REPORTER**



SIGNATURE PAGE

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

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

CONTRACT COMPLIANCE PROGRAM WORKSHEET

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

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

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

Signature: _____ Date: _____

(over)

DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Socially and Economically Disadvantaged Individuals:
 - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
 - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
 - 1) Women;
 - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
 - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
 - 6) Asian-Indian Americans, which includes persons 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.

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

PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:

DANE COUNTY VENDOR REGISTRATION PROGRAM

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

EQUAL BENEFITS REQUIREMENT

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

LIVING WAGE REQUIREMENT

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

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature _____
Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

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

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

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

EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION

PURPOSE

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

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

CERTIFICATION

I, _____ certify that
Printed or Typed Name and Title

Printed or Typed Name of Contractor

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

Signed _____

Date _____

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

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL BACKGROUND INFORMATION

- A. Dane County has historically operated a yard waste composting site in the City of Verona at Badger Prairie Park, adjacent to the closed Dane County Landfill. The site was recently closed.
- B. Dane County is seeking proposals for the operation of a composting operation at the site. The selected proposer will permit and operate the compost site on Dane County property. Dane County will retain ownership of the property. The operation should include accepting yard waste materials from public and private entities, processing materials on-site (i.e. mixing, turning, screening), and providing finished compost to the public.

2. SCOPE OF WORK

- A. The scope of work for the project includes permitting, design, and operation of the compost site.
- B. Permitting
 - 1. While Dane County currently has a license for yard waste composting operations (<20,000 cy), it is our desire that the proposer selected operates under their own permit.
 - 2. The type of permit to be obtained is to be determined by the selected proposer based on their proposed operation. Dane County believes that a similar yard waste operations permit (<20,000 cy) is most appropriate, unless the selected Proposer will pursue food waste/other organics diversion in the future.
- C. Site Design / Background
 - 1. The selected Proposer will be responsible for all site improvements, including utilities, structures, drainage, etc.
 - 2. The selected Proposer will be required to meet with Dane County to review and discuss the conceptual design for the site. The conceptual design shall include:
 - a. A proposed site layout with process flow showing how materials will likely be moved through the site.
 - b. Any proposed site improvements.
 - 3. The Verona site does not have utilities currently on-site. Electric and telephone is adjacent to the property. The selected Proposer will be responsible for all utility improvements, if necessary.
 - 4. The Verona site has a single bay pole shed and small office available for use by selected Proposer.

5. The Verona site, being adjacent to the closed Dane County Landfill, has numerous gas and groundwater monitoring points both surrounding and within the compost site. Site design/operations must work around these monitoring points. Dane County and/or our consultants will also require continued access to all monitoring points. The selected proposer will be responsible for all damage to monitoring points from the operation of the compost site.
6. The selected Proposer will be responsible for maintaining/limiting site access (i.e. gates, fencing).
7. The Verona site has a significant quantity of composted or partially composted yard wastes on-site (>10,000 cy). The selected Proposer will be responsible for processing/dispersing of this material.

D. Operation

1. Provide all personnel and equipment, either directly or through subcontracts, required to operate and maintain the compost site.
2. Hours of Operation
 - a. It is Dane County's desire to have a compost site that is open and accessible to the public on a regular schedule, 3+ days per week, including Saturdays. The site, at a minimum should be open April – November. Alternative schedules will also be considered.
 - b. Selected proposer will be responsible for setting and maintaining hours of operation for the compost site.
 - c. Hours shall be clearly posted on-site.
 - d. An attendant shall be on site during all open hours of operation.
3. Incoming Materials
 - a. Selected Proposer will be required to accept materials from private parties, commercial entities, and municipal bodies within Dane County.
 - b. Selected Proposer may charge a fee for all incoming waste materials. Fee may be based on any metric decided on by selected Proposer, and may vary based on user. Dane County will desire to have some oversight on fees and future fee increases to ensure a competitive market.
 - c. Selected Proposer may set up contracts with commercial entities and/or municipal bodies to accept their wastes on an annual basis or other metric to be negotiated between the interested parties.
 - d. General public and non-contract disposal rates shall be clearly posted on-site.
4. Material Processing
 - a. Dane County is intending for the sites to be used for active material processing, not merely as a yard waste storage site. Selected Proposer must have the capability to actively manage all on-site materials, including mixing, turning and screening.
 - b. Processes and methods intended to produce a finished product meeting WDNR Class A or S100 compost specifications are highly encouraged.
5. Finished Product
 - a. Selected Proposer will be required to provide finished product (in-bulk) to private parties, commercial entities, and municipal bodies within Dane County.

- b. Selected Proposer may charge a fee for all finished product sold. Fee may be based on any metric decided on by selected Proposer. Dane County will desire to have some oversight on fees and future fee increases to ensure a competitive market.
- c. Rates shall be clearly posted on-site.

3. PROPOSAL CONTENT

- A. Proposers are requested to submit the following information in their proposal, in twelve distinct sections or divisions:
 - 1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
 - 2. Description of Proposer's qualifications, related experience, organization and resources. This description must demonstrate the Proposer's knowledge and understanding of compost site operations, marketing of finished products, and local, state, and federal regulations pertaining to composting.
 - 3. Listing of up to three projects completed by the Proposer that are similar to the one being proposed.
 - 4. Description of the approach to the design and operation of the compost site, including:
 - a. List of equipment anticipated to be utilized at the site.
 - b. Any proposed site improvements or building additions/alterations.
 - c. Methods to be used for mixing, turning, and testing material as it is being processed.
 - d. Methods to be used for screening material for production of final product.
 - e. Methods to be used for marketing finished material.
 - f. Methods of disposal/recycling of the overs/reject material from all aspects of operation.
 - g. Proposed procedures and operational methods for addressing neighbor complaints, including possible odor, dust, and noise complaints.
 - 5. Summary of hours of operation. If proposer is proposing different schedules/hours for different seasons, proposer should so state.
 - 6. Fees to be charged to the general public, commercial entities, and municipal bodies associated with the incoming waste stream shall be summarized. If different than above, fees charged for incoming material hauled by the proposers own business shall also be summarized. If fees are expected to increase in future years, please indicate expected future fee schedule.
 - 7. Fees to be charged to the general public, commercial entities, and municipal bodies associated with the sale of finished product shall be summarized. If different than above, fees charged for material utilized by the proposers own business shall also be summarized.
 - 8. Methods to be utilized to assess fees for both incoming and outgoing materials.
 - 9. Fees to be paid to Dane County under the terms of this contract. Fee schedule may be fixed, based on volume of incoming or outgoing material, based on annual sales or profits, a

combination thereof, or any other metric to be determined by the proposer. In all cases, a total anticipated annual fee shall be submitted.

10. List of key staff that will be committed to the project with their resumes. These key staff shall retain project involvement and oversight throughout the term of the agreement. Include listing of other firms who may participate in this project and their area of expertise.
11. Proposed schedule with all project tasks for the project, including permitting, site preparation, and start-up. The Proposal should also specify the Proposer's preferred term (i.e. 5-year, 10-year) of the Agreement for site operation.
12. Identify any exceptions to the information provided or requested in this Requested Services and Business Information and any assumptions made where information was not specifically provided. Creative alternatives that would improve the economics or result in cost savings to Dane County are encouraged.

4. EVALUATION CRITERIA

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

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

5. SITE TOUR

A site tour will not be scheduled for this RFP. Proposers may tour the site on their own schedule as they see fit. Proposers may also schedule a site visit with Dane County by calling Robert Regan at (608) 266-4139.

6. OWNER'S RESPONSIBILITY

- A. Dane County will provide all necessary and available site information to the selected Proposer.
- B. Dane County will not be responsible for any aspect of the site operation, nor will the County provide any equipment.

7. TIMETABLE

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

<u>DATE</u>	<u>EVENT</u>
January 27, 2017	RFP issued
February 9, 2017	Written inquiries due
February 10, 2017	Last Addendum (if necessary)
February 16, 2017 - 2:00 p.m.	Proposals due
February 21, 2017	Interviews (if necessary)
March 8, 2017 (estimated)	Contract and terms negotiated
March 31, 2017 (estimated)	Contract fully approved
April 3, 2017 (estimated)	Site operations start date

8. ADDITIONAL INFORMATION

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. To obtain additional information regarding this project, submit all questions in writing by February 9, 2017 to Robert Regan, Solid Waste Engineer, at regan@countyofdane.com. All responses to questions will be posted on the Dane County web site, www.countyofdane.com/pwht/bid/logon.aspx, in the form of Addenda.
- C. Since RFP documents are obtained from the Dane County web site, www.countyofdane.com/pwht/bid/logon.aspx, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, February 16, 2017.
- E. Dane County reserves the right to accept or reject any Proposal submitted. Those who submit proposals agree to do so without recourse against Dane County for either rejection or failure to execute a contract for any reason.
- F. To be considered for this project, the Proposer must meet or exceed the following criteria:
 - 1. Have been in business for a period of not less than two (2) years.
 - 2. Must have successfully completed the design and operation of at least one (1) site of similar scope and size.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and any additional information requested. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal due date.
- H. The selected Proposer will be required to post a performance bond equal to the value of the contract.
- I. Dane County is an Equal Opportunity Employer.
- J. Dane County's Living Wage requirements will apply to this contract. See the Purchasing Division web site: https://www.danepurchasing.com/living_wage.aspx for more information.

K. A sample General Service Agreement, including insurance requirements, is provided in Appendix B.

Appendix A

Site Plan



Verona Compost Site

Badger Prairie County Park

Badger Prairie Park

Map

Google

Appendix B

Sample General Services Agreement



DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

**GENERAL SERVICE
AGREEMENT**

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

MSWORD:GENERAL SERVICE AGREEMENT. REV 2/09

1. PARTIES

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

2. TERM OF AGREEMENT

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

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

3. SERVICES TO BE PROVIDED BY PROVIDER

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

4. PAYMENTS

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

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

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

5. REPORTS

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

6. LIVING WAGE

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

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

7. INSURANCE

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this agreement and for two years following the completion of this agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

8. NON WAIVER BY PAYMENT OR ACCEPTANCE

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

9. TERMINATION BY COUNTY

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

10. NON-DISCRIMINATION.

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity

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

11. CIVIL RIGHTS COMPLIANCE.

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

12. COMPLIANCE WITH FAIR LABOR STANDARDS.

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

13. DOMESTIC PARTNER EQUAL BENEFITS REQUIREMENT

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

14. ENTIRE AGREEMENT

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

15. AMENDMENT

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

16. ASSIGNMENT

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

17. LAW APPLIED

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

18. ADDITIONS / DELETIONS TO CONTRACT:

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

SAMPLE

**SCHEDULE A
SCOPE OF SERVICE**

1. General Description Of Service

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

2. Primary Department and Locations:

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

Department:

Address:

3. Cost and Invoicing.

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

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

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

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

Department:

Address:

[Enter here](#)

4. Additions to Contract:

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

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

Deletions and Reductions of Service:.

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

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

SAMPLE

SCHEDULE B
COST SCHEDULE – PAYMENT

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

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

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

SAMPLE

SCHEDULE C

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

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

SAMPLE

SIGNATURE PAGE

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

FOR PROVIDER

Date Signed: _____
_____ **Signature**

_____ **Name & Title**

Date Signed: _____
_____ **Signature**

_____ **Signature**

_____ **Name & Title**

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

FOR COUNTY

Date Signed: _____
_____ **Signature**

_____ JOSEPH PARISI, County Executive

Date Signed: _____
_____ **Signature**

_____ **Signature**

_____ **Name & Title**

GENERAL INSTRUCTIONS FOR COMPLETING SCHEDULES “A”, “B”, “C”

Schedule A

1. Describe services to be performed **in detail**.
2. Add in any time limits on when the services are to begin, when to end, and any other definite or referable time limits.
3. Put in any cancellation provision you want or reference cancellation to a proposal or bid. If you don't do anything, there will be no cancellation provision.
4. Add in any assignment provisions, if necessary, or reference proposal or bid provision. Again, if you do nothing, there will be no assignment provisions allowable. That is the normal course of events.
5. Indicate penalties, if any, for failure to follow time limits.
6. Include any standards to be used by the Provider when doing the work; these can be referenced to a proposal or can be written out here and subject to your on-going approval.
7. Add in anything you are supposed to do to aid or facilitate the work of the Provider.

Schedule B

1. Indicate the maximum amount the Provider will be paid.
2. Include how he will be paid, that is, whether in one lump sum at the beginning or end, a percentage now and installments later on, how payments are referenced if installments (whether by percent and dates, by amount of work done, flat dollar amount by units of service billed to you, etc.). If you are using unit cost basis, make sure that a unit is identifiable and measurable and is described in Schedule “A”.
3. Describe how the Provider is to bill the County. If a Provider is to bill you, indicate when they will be paid (20 days, 30 days, 60 days, etc.) after receipt of the bill.

Schedule C

1. Describe the nature and dates of any reports required. Be specific. Spell penalties for lateness or non-receipt.
2. If audits are to be performed or permitted at your option, indicate that here as well as any ensuing penalties. Remember: audits after the term of the contract are useless unless you have withheld a part of the payments until the audit is complete and satisfactory to you.

Example

19. SCHEDULE "A"

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
 - a. Examine in detail the operations of the Sanitary department with a view toward recommending improvements in the manner in which in-coming work is assigned to the various field personnel. It is contemplated that this work shall be accomplished by the PROVIDER assigning one of its staff full-time to this phase until accomplished. Date of completion: not later than 7-15-00.
 - b. Make detailed written recommendations for the improvement of the in-take functions of the Sanitary department described in a. above. The goal of this phase is to increase the efficiency of the department and to expedite requests for inspections by members of the public. Date of completion: 7-15-00.
 - c. Evaluate the recommendations in b. above by auditing the in-take functions of the department after the recommendations have been instituted and make any necessary adjustments. This is contemplated to be an on-going process over a period of 5 months, with a completion date of January 15, 2000.
- II. Either party may cancel this agreement upon 90 days advance written notice.
- III. PROVIDER may assign its obligations and benefits under this agreement to another competent organization upon 60 days advance written notice to the COUNTY.
- IV. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated July 1, 2000, and attached hereto and incorporated herein by reference.
- V. Failure to meet any of the time limits set forth in I. above shall be grounds for immediate cancellation of this Agreement by the COUNTY, and without notice.
- VI. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

Example

20. SCHEDULE "B"

- 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 \$2,000.00 if completed timely, with a reduction of 1% of said amount for each calendar day uncompleted beyond the schedule completion date.
 - b. For the completion of Schedule "A", para I.b., the sum of \$5,000.00 if completed timely, a reduction of 2% for each day late.
 - c. For completion of Schedule "A", para I.c., the sum of \$25.00 for each hour of service actually spent evaluating and auditing the performance of the department under the recommendations of the PROVIDER, the PROVIDER to submit monthly, by the 10th of the succeeding month, a bill itemizing hours spend in performance of said duties.
- 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.
- III. In no event shall the PROVIDER be paid more than the sum of \$2,000.00 for its obligations under para. I.c. above.

SCHEDULE "C"

- I. In addition to other reports required herein, the PROVIDER shall provide a written summary of its audit results under Schedule "A", para. I.c., no later than March 15, 2001. The COUNTY shall withhold the sum of \$500.00 due as payment hereunder until such written summary is received.

ADDENDUM OF AGREEMENT

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and _____ hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Purchase of Services Agreement No. _____, have previously entered into a contractual relationship pursuant to which Provider _____

and

WHEREAS County and Provider wish to amend the Master Agreement in order to [extend the term of the contract] [identify other changes desired] _____

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.

The term of the contract is extended through _____ to continue the program for _____, at an additional cost of _____ [or state such other change to the Master Agreement as is desired.]

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR COUNTY:

Date Signed: _____

Date Signed: _____

FOR PROVIDER:

Date Signed: _____

Example

ADDENDUM OF AGREEMENT

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Operation Fresh Start, Inc. (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Purchase of Services Agreement No. 3028, have previously entered into a contractual relationship pursuant to which Provider manages a Youth Conservation Program, and

WHEREAS County and Provider wish to amend the Master Agreement in order to *[extend the term of the contract] [identify other changes desired]* as provided for in the Master Agreement. This is the first extension of four possible one-year extensions.

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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The term of the contract is extended through December 31, 2000 to continue the program for another year, at an additional cost of \$26,300.00.

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR COUNTY:

Date Signed: _____

Date Signed: _____

FOR PROVIDER:

Date Signed: _____