



**DANE COUNTY DEPARTMENT OF
WASTE & RENEWABLES
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713**

**REQUEST FOR PROPOSALS NO. 319035
RECYCLING OF SHINGLES
DANE COUNTY LANDFILL SITE # 2
7102 U.S HIGHWAY 12 & 18
MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, AUGUST 13, 2019 / 2:00 P.M.**
Location: **DEPARTMENT OF WASTE & RENEWABLES OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

JOHN WELCH, DIRECTOR
TELEPHONE NO.: 608/516-4154
FAX NO.: 608/267-1533
E-MAIL: WELCH@COUNTYOFDANE.COM



Department of Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Joseph T. Parisi
County Executive

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

Tuesday, July 16, 2019

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 319035 for the costs associated with the recycling and reuse of tear-off shingles from Dane County Landfill Site # 2. Tear-off shingles will be collected at Rodefild Landfill and shipped off site for recycling and beneficial reuse efforts. The Proposals are due on or before **2:00 p.m., Tuesday, August 13, 2019**. No performance bond is required for this project.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: one (1) bound original hard copy and two bound copies of the entire proposal package. Follow these instructions when submitting your proposal:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

Proposal No. 319035
Recycling of Shingles
Tuesday, August 13, 2019, 2:00 p.m.

5. Mail or deliver to:
John Welch, Director
Dane County Department of Waste & Renewables
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

If any additional information about this Request for Proposals is needed, please call John Welch at 608/516-4154 or send email to Welch@countyofdane.com

Sincerely,

John Welch

Director

Enclosure: Request for Proposals No. 319035 Package

TABLE OF CONTENTS FOR RFP NO. 319035

PROPOSAL CONTENTS

- RFP Cover
- RFP Cover Letter
- Table of Contents
- Request for Proposal (Legal Notice)
- Signature Page and Additional Dane County Requirements
- Requested Services and Business Information
- Fair Labor Practices Certification
- Sample Purchase of Services Agreement
- Proposal Form

LEGAL NOTICE

REQUEST FOR PROPOSALS

Dane County Dept. of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

2:00 P.M., TUESDAY, AUGUST 13, 2019

RFP NO. 319035

RECYCLING OF SHINGLES

DANE COUNTY LANDFILL SITE NO. 2

7102 U.S. HIGHWAY 12 & 18

MADISON, WI 53718

Dane County is inviting Proposals from qualified Contractors for costs associated with recycling and reuse of tear-off shingles from Dane County Landfill Site No. 2. Tear-off shingles are located at Dane County Landfill Site No. 2 and shipped off-site for recycling and beneficial reuse efforts. Only firms with capabilities, experience and expertise with similar projects should obtain this Request for Proposal document and submit Proposals.

Request for Proposals document may be obtained after **2:00 p.m. on Tuesday, July 16, 2019** by downloading it from bids-pwht.countyofdane.com. Please call John Welch, Director, at 608/516-4154, or our office at 608/266-4018, for any questions or additional information.

An informational facility tour will be held **Tuesday, July 30, 2019 at 10:00 a.m.** at Dane County Landfill Site No. 2, starting in the Scale House. Interested firms are encouraged to attend this optional tour.

PUBLISH: JULY 16 AND JULY 23, 2019 - WISCONSIN STATE JOURNAL

JULY 16 AND JULY 23, 2019 - THE DAILY REPORTER



Department of Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Joseph T. Parisi
County Executive

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
www.countyofdane.com/pwht/public_works.aspx

PROPOSAL SIGNATURE PAGE

PROPOSAL NO. 319035

PROJECT: REQUEST FOR SHINGLES

7102 U.S. HIGHWAY 12 & 18, MADISON, WI 53713

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

SIGNATURE: _____
(Proposal is invalid without signature)

Print or Type Name: _____ Date: _____

Title: _____

Company: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____

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

Addendum No(s). _____ through _____

Dated _____

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at: danepurchasing.com/Account/Login?

REQUESTED SERVICES AND BUSINESS INFORMATION

1. GENERAL INFORMATION

- A. Dane County is inviting proposals from qualified contractors for the costs associated with the recycling and reuse of tear-off shingles from the Dane County Waste and Renewables Department. Tear-off shingles will be collected at the Rodefeld Landfill and shipped off-site for recycling and beneficial reuse efforts.
- B. Background & Site Information: It is estimated that residents in Dane County generate approximately 15,000 to 20,000 tons of residential asphalt shingles each year. In the last five years, the Department of Waste & Renewables has received over 10,000 tons of shingles for recycling (Table 1). It would be the goal of Dane County to recycle all residential asphalt shingles to the greatest extent possible. Benefits to recycling asphalt shingles include preserving airspace in the landfill, reducing dependency on fossil fuels, reducing greenhouse gases, and promoting green building initiatives by beneficially reusing the asphalt shingles in marketable products.

Table 1. Shingle Recycling Data

Year	Inbound – Clean Shingles (tons) ¹	Inbound – Mixed Shingles (tons) ²	Total Shingles (tons)	Total Outbound Shingles (tons)	Recycling Rate (%)
2019 ³	666.14	0.00	666.14	660.68	99.20%
2018	1,783.40	0.00	1,783.40	1,826.81	100.00%
2017	5,993.00	67.4	6,060.40	6,074.60	100.00%
2016	2,130.40	258.9	2,389.30	2,176.10	91.10%
2015	846.4	279.3	1,125.70	892.2	79.30%
2014	694	344.9	1,038.90	778.3	74.90%

¹Clean defined by County as only shingles, nails, and tar paper.

²Dane County no longer accepts Mixed Shingles.

³As of July 16, 2019

In 2008, Dane County began collecting shingles at its Rodefeld Landfill site, and then sending these shingles to an area recycler. In order to accommodate this operation, Dane County constructed a drop off location on a portion of its asphalt pavement and obtained the necessary permits from WDNR to be a non-containerized collector for tear-off shingles. The County has continued to collect clean shingles at this site from individual citizens and contractors for the last 10 years. The previous shingle recycling contract is set to expire on September 30, 2019, and this RFP is being issued to find qualified companies for a new shingle recycling agreement.

- C. To be considered for this project, the Proposer must meet or exceed the following criteria:
1. Have participated in shingle recycling or reuse projects over the last five (5) years.
 2. Have proof of certification from Wisconsin Department of Natural Resources (WDNR) authorizing Proposer to perform shingle recycling and reuse activities.

2. SCOPE OF WORK

- A. Dane County is inviting proposals for the recycling and reuse of tear-off shingles from Dane County Landfill # 2.
- B. To ensure consideration, and for ease of review and evaluation, all proposals should be prepared in accordance with the Instructions to Proposers.
- C. Scope of services are outlined in Proposal Form.

3. PROPOSAL CONTENT

- A. Interested contractors are requested to submit the following information in their proposal, in seven distinct sections or divisions:
 - 1. Proposer's cover letter, Signature Page and Fair Labor Practices Certification.
 - 2. Description of firm's qualifications, experience, organization and resources. This description must pay specific attention to the recycling and/or reuse of shingles. Description must include:
 - a. Corporate and/or business structure, including primary and secondary businesses;
 - b. Primary and secondary company contact information;
 - c. Shingle recycling or reuse projects participated in over the last five years;
 - d. Proof of certification from WDNR authorizing Proposer to perform shingle recycling and reuse activities;
 - e. Description of any past, current, or proposed litigation to perform shingle recycling and reuse activities; and
 - f. If two or more firms are proposing, provide the following information: separate descriptions for each firm, and a brief description of the relationship between the firms.
 - 3. Description of programming and planning techniques to be used in approaching the Work. This description must pay specific attention to the recycling and/or reuse of shingles. Description must include:
 - a. Intended beneficial end-use of material, including recycling rate (%);
 - b. Quality of materials required from Dane County;
 - c. Limitations on quality or type of accepted materials;
 - d. Proposer's seasonal fluctuation storage capacity;
 - e. Location of materials recycling facility, include an address and facility contact information, facility permits, and amount of shingles the facility can guarantee receipt of from Dane County, per this contract.
 - f. Requirements of Dane County for storing and monitoring materials;
 - g. Detailed plan of how Proposer anticipates Dane County will handle materials and description of any requirements that may affect how Dane County collects, handles, and stores the material at Dane County Landfill Site #2; and
 - h. Alternatives to storing and trucking materials to a recycling facility.
 - i. Plans for trucking materials to recycling facility. Include planned pick up schedule, maximum response time to a County request for pick up, number of trucks, trailers, and drivers available. Note that Dane County requires contractor to pick up a semi trailer load of shingles within 24 hours of receiving request from Dane County.
 - j. Any requirements proposer has of Dane County. For example, will proposer require Dane County to load the trailers with our front end loader and operator?

4. The financial viability of any Proposal must be demonstrated to provide assurance that the proposer, as well as any firm(s) involved in the Proposal, has adequate financial strength. Financial strength is an indicator of the likelihood that the proposer is able to carry out the responsibilities to the supplier for the life of the contract. At a minimum, Proposal must address each of the following:
 - a. Any past, current, threatened or proposed lawsuits related to your land, facilities or your ability to accept shingles under the present proposal;
 - b. Any declarations for bankruptcy by Proposer's company/organization or any of the principals;
 - c. Provide credit references; and
 - d. Provide a copy of your most recent audited financial statements including balance sheet, income statement and statement of cash flows. If unavailable, please provide a current listing of assets, liabilities and cash flow and a current profit and loss statement that is closely related to the operations of your facility(ies).

Dane County recognizes that certain information contained in proposals submitted may be confidential and may represent a competitive or business strategy. The proposer is responsible for identifying those portions of their proposal which they consider confidential on the attached Designation of Confidential and Proprietary Information form and submitting that form with Section 3 of their Proposal. Notwithstanding the above, Proposals in their entirety may be shared with the Public or any other governmental entity that has regulatory authority over this project.

5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the project planning, start up, and implementation of the shingle recycling program, using a theoretical start date of 10/03/2019. Include listing of other consultants who will participate in this Work and their area of expertise.
6. Fee for services outlined on Proposal Form. Clearly list any and all fees, including any future price increases. Proposing firm must guarantee each recycling facility can take all shingles from Dane County Department of Waste & Renewables for the length of the contract for the fees in this Proposal.
7. State clearly any limitations you wish to include in *Purchase of Services Agreement* and advise of any conditions that you may have.

4. EVALUATION CRITERIA

A. Proposing consultants will be evaluated on this criteria:

Strength / Capabilities	40%
Relative Experience	20%
Approach to Project	10%
Pricing / Cost Proposal	<u>30%</u>
Total	100%

5. FACILITY TOUR

- A. An informational facility tour will be held on Tuesday, July 30, 2019 at 10:00 a.m. at the Dane County Landfill Site # 2, starting at the Scale House. Proposing companies are encouraged to attend this optional tour.

6. OWNER’S RESPONSIBILITY

- B. Dane County will provide and maintain a collection site for residential haulers to dispose of their clean tear-off shingles. Dane County will record tonnage of incoming shingles and tonnage of outbound shingles. Dane County will load shingles from the landfill site # 2 into semi-trailers provided by bidder to be hauled out.

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>
July 16, 2019	RFP issued
July 30, 2019 - 10:00 a.m.	Facility tour
August 2, 2019 - 2:00 p.m.	Written inquiries due
August 6, 2019	Addendum (if necessary)
August 13, 2019 - 2:00 p.m.	Proposals due
August 20, 2019 (estimated)	Oral presentations / interviews for invited proposing companies (if necessary)
August 22, 2019 (estimated)	Notification of intent to award sent out
October 11, 2019	Contracts Signed
October 3, 2019 (estimated)	Agreement start date

8. ADDITIONAL INFORMATION

- A. Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from John Welch, Waste & Renewables Director, 608/516-4154, Welch@countyofdane.com.
- C. Since RFP documents are obtained from the Dane County web site, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Tuesday, August 13, 2019.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. Information submitted by consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for the design of this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.

H. Dane County is an Equal Opportunity Employer.

FAIR LABOR PRACTICES CERTIFICATION

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

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

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

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

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

Officer or Authorized Agent Signature

Date

Printed or Typed Name and Title

Printed or Typed Business Name

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

For reference, Dane County Ordinance 25.09 is as follows:

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

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

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

DANE COUNTY CONTRACT # _____



of Pages Including Schedules:

Expiration Date:

Authority: Res. # _____, 18-19

Department:

Maximum Cost:

Registered Agent:

Registered Agent Address:

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

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison WI, 53713, desires to purchase services from PROVIDER for the purpose of Recycling of Shingles; and

WHEREAS PROVIDER, whose address is _____, is able and willing to provide such services;

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

I. **TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. **SERVICES:**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

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

III. ASSIGNMENT/TRANSFER:

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

IV. TERMINATION:

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

V. PAYMENT:

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

VI. REPORTS:

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

VII. DELIVERY OF NOTICE:

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

VIII. INSURANCE:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

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

Commercial/Business Automobile Liability.

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

Environmental Impairment (Pollution) Liability

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

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

Workers' Compensation.

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

Umbrella or Excess Liability.

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

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

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

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

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

XII. 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 Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. 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:

Joseph T. Parisi, Dane County Executive _____
Date Signed

Scott McDonell, Dane County Clerk _____
Date Signed

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

SCHEDULE A
Scope of Services

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SCHEDULE B
Pricing Structure and Payment

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SCHEDULE C
Reports

(Page Left Intentionally Blank)

Name of Proposing Firm: _____

Proposal Form

RFP NO. 319035

**PROJECT: RECYCLING OF SHINGLES
FROM DANE COUNTY LANDFILL SITE # 2**

**TO: DANE COUNTY SOLID WASTE DIVISION
1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713**

BASE PROPOSAL – UNIT PRICING

Dane County is seeking one or more qualified contractors to accept shingles from the Dane County Landfill #2 site annually. 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 Waste and Renewables hereby agrees to provide the services as specified in the Scope of Work section.

Please complete all sections for Base Proposal. If Proposer has multiple sites that may accept shingles, Proposer should submit a separate Proposal Form for each individual site.

Base Proposal: Recycling of Shingles:

a. Location where shingles will be accepted for recycling _____

b. Cost to Dane County per ton for accepting shingles (including all applicable taxes and fees)
Clean Shingles \$ _____ /ton
Shipping \$ _____

c. Maximum quantity of shingles site will guarantee accepting annually: _____ Tons

d. Hours when loads will be accepted _____

- e. Please attach a listing and description of any other potential costs to Dane County. Include any proposed price increases during the contract term.
- f. Please attach a description of limitations on shingles accepted by your facility and under what conditions a load would be rejected.

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

Addendum No(s). _____ through _____

Dated _____

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 Proposal from the associated Construction Documents and have checked the same in detail before submitting this Proposal; that I have full authority to make such statements and submit this Proposal in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Proposal, 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 Proposal; that this Proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this Proposal has not been knowingly disclosed prior to the Proposals Due Date to another proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further agrees to honor the Base Proposal and the Alternate Proposal(s) for 60 days from date of award of contract.

SIGNATURE: _____
(Bid is invalid without signature)

Print Name: _____ Date: _____

Title: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____

Contact Person: _____