



RFP NO. 322042

DANE COUNTY DEPARTMENT OF ADMINISTRATION

**DANE COUNTY DEPARTMENT OF
WASTE & RENEWABLES**

1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 322042
PRIMARY H₂S TREATMENT SYSTEM UPGRADE
DANE COUNTY RNG PLANT
7102 US HWY 12&18
MADISON, WISCONSIN**

ISSUED FOR PROPOSALS: SEPTEMBER 27, 2022

Due Date / Time: **TUESDAY, OCTOBER 25, 2022 / 2:00 P.M.**

Location: **WASTE & RENEWABLES OFFICE
1919 Alliant Energy Center Way
Madison WI 53713**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

MICHAEL WYRICK, PROJECT ENGINEER
TELEPHONE NO.: 608/405-9230
E-MAIL: WYRICK.MICHAEL@COUNTYOFDANE.COM



Department of Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Joseph T. Parisi
County Executive

Deputy Director
Roxanne Wienkes

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
<https://landfill.countyofdane.com/>

September 27, 2022

INVITATION FOR PROPOSALS

Dane County is inviting Proposals for the fabrication, delivery, and commissioning of a new hydrogen sulfide (H₂S) primary treatment system for the Renewable Natural Gas (RNG) Plant. The Proposals are due on or before **2:00 p.m., Tuesday, October 25, 2022**. A performance bond is required for this project.

The new Equipment includes but is not limited to process piping, mechanical systems, electrical systems, controls, and supporting structures. The new Equipment will replace an existing biological treatment system and will be owned and operated by Dane County RNG Plant staff.

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: Two bound hard copies and an electronic version on a USB flash drive. Follow these instructions when submitting your proposal:

1. Place the signed Proposal Form on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Proposal Form 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. 322042
Primary H₂S Treatment System Upgrade
October 25, 2022, 2:00 p.m.
5. Mail or deliver to:
Michael Wyrick, Project Engineer
Dane County Department of Waste & Renewables
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

Use the drop box just outside our Office if you choose to hand deliver. If you need any additional information about this Request for Proposals, please call Michael Wyrick at 608/405-9230 or send email to wyrick.michael@countyofdane.com.

Sincerely,

Michael Wyrick

Project Engineer

Enclosure: Request for Proposals No. 322042 Package

SECTION 3

TABLE OF CONTENTS

PROPOSAL DOCUMENTS

- SECTION 01 - RFP Cover Page
- SECTION 02 - RFP Cover Letter
- SECTION 03 - Table of Contents
- SECTION 04 - Request for Proposal
- SECTION 05 - Scopes of Proposals
- SECTION 06 - Proposal Form
- SECTION 07 - Draft Professional Services Agreement
- SECTION 10 - Fair Labor Practices Certification

ATTACHMENTS

- Attachment A – Technical Specifications
- Attachment B – Response Questionnaire
- Attachment C – Site Drawings

END OF SECTION

SECTION 04

REQUEST FOR PROPOSAL

LEGAL NOTICE

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

2:00 P.M., TUESDAY, OCTOBER 25, 2022

RFP NO. 322042

PRIMARY H₂S TREATMENT SYSTEM UPGRADE

DANE COUNTY DEPARTMENT OF WASTE & RENEWABLES

RENEWABLES NATURAL GAS PLANT

7102 US HWY 12 & 18, MADISON, WI

Dane County is inviting Proposals for the fabrication, delivery, and commissioning of a new primary hydrogen sulfide (H₂S) bulk treatment system. Dane County Department of Waste & Renewables (W&R) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m., September 27, 2022** from bids-pwht.countyofdane.com. Call Michael Wyrick, Project Engineer, 608/405-9230 or our office, 608/266-4018, with any questions.

Informational facility tour will be October 11, 2022 at 9:00 a.m. at the Dane County Department of Waste & Renewables RNG Plant starting at the RNG Plant office trailer. The tour is optional for interested firms.

PUBLISH: SEPTEMBER 27 & OCTOBER 4, 2022 - WISCONSIN STATE JOURNAL

SEPTEMBER 28 & OCTOBER 5, 2022 - THE DAILY REPORTER

SECTION 5

SCOPES OF PROPOSALS

1. GENERAL INFORMATION

- A. Dane County is inviting proposals for the fabrication and delivery of a new primary hydrogen sulfide treatment system (hereafter referred to as the “Equipment”) at the Dane County Renewable Natural Gas Plant (hereafter referred to as “RNG Plant”). The new Equipment includes but is not limited to process piping, mechanical systems, electrical systems, controls, and supporting structures. The new Equipment will replace an existing biological treatment system and will be owned and operated by Dane County RNG Plant staff. It is the intent of Dane County to achieve operational savings, increase reliability, and expand treatment capacity with the installation of new Equipment.
- B. In 2019, Dane County’s Department of Waste & Renewables (W&R) finished construction of a state of the art renewable natural gas (RNG) processing facility that converts landfill bio-gas into pipeline quality natural gas. W&R assumed operations of the facility in 2021. The Dane County Landfill Site #2 (Rodefild) produces landfill gas with a concentration of hydrogen sulfide (H₂S) of approximately 4,000 – 5,500 ppmv.
- C. To be considered for this project, the Proposer must meet or exceed the following criteria:
1. Provide registered professional engineer or other professions as required to obtain necessary approvals and to comply with necessary code requirements.
 2. Have been in business for a period of not less than five (5) years.
 3. Must have been responsible for the design and commissioning of at least three (3) sulfur removal systems for gas of similar elevated hydrogen sulfide (H₂S) loading presented in Attachment A – Technical Specifications, at least one of which was completed for a landfill gas to Renewable Natural Gas operation.
 4. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

2. SCOPE OF WORK

- A. Attachment A – Technical Specifications details Equipment requirements, deliverables, and other requirements. In the event any inconsistency, conflict, or ambiguity may arise, the terms in Attachment A shall control and supersede any such inconsistency, conflict, or ambiguity.
- B. This scope of work establishes the minimum requirements for the engineering, design, materials, fabrication, testing, quality assurance, packaging, preparation for shipment, and performance guarantee of Equipment and shall include, but not limited to, major equipment and auxiliary equipment / accessories described as follows:
1. Gas process piping, tubing, valves, and pressure vessels
 2. Liquid process piping, tubing, and pumps

3. All required instrumentations and controls
4. All required pneumatic tubing and wiring on skid, with connections to bulkheads or terminal strips at skid edge
5. Control panels
6. Structural skid and all required structural steel
7. Any special tools required for maintenance
8. All piping and vessel insulation and cladding where required. Insulation cladding, where required, shall be smooth.
9. Training and startup commissioning services
10. Storage and delivery services
11. Proposer will be required to provide associated documentation for Equipment, including, but not limited to:
 - i. O&M manuals
 - ii. As-built drawings
 - iii. Startup and testing procedures
 - iv. Weld inspection and testing records

- C. All work and materials not expressly listed in this specification, but necessary for the complete and proper installation, maintenance, and operation of the equipment, other than the work specifically listed as By Others or By Owner, shall be supplied by the Proposer.

Proposer shall be responsible for the supply of new, safe, reliable equipment designed to meet the anticipated service conditions, in accordance with what is normally defined as good engineering practice, conforming to all applicable codes, regulations and requirements set forth in this specification.

All equipment shall be new and recent manufactured in accordance with the latest applicable codes / manufacturer's association standards and the best present-day design and trade practices.

The Proposer shall provide an itemized list of clarifications and exceptions with reasons with proposal submission.

3. PROPOSAL CONTENT

- A. Interested Proposers are requested to submit the following information in their proposal, in clearly distinct sections or divisions:
1. Proposal Form, Fair Labor Practices Certification, and Proposer's cover letter.
 2. Description of firm's qualifications, experience, organization, and resources. This description must pay specific attention to the design, fabrication, and operation of the Equipment proposed. Description must include:

- a. Experience with, or involvement in developing H2S removal systems; especially systems designed for landfill gas projects;
 - b. Related existing facility replacement or retrofits;
 - c. Related greenfield installations; and
 - d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-consultants) that would be assigned to this work; these key staff shall retain project involvement and oversight throughout the course of the work.
3. Listing of at least three completed systems supplied by firm that are similar to the one being proposed. Listing shall include for each project:
 - a. Brief description of the project including system capacity, site application, and key process conditions;
 - b. Project references (name of the organization, contact person or responsible official, address, telephone, and e-mail address);
 - c. Dates including receipt of order, substantially complete, and commissioned. Initially agreed upon completion date and actual completion date.
 - d. Detailed description of your firm’s direct role on the project (designer, developer, civil engineer, equipment supplier, fabricator, etc).
 4. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for the equipment design and fabrication phases, using a theoretical start date of January 1, 2023. Include listing of other consultants who will participate in this work and their area of expertise.
 5. Additional details described in Attachment A – Technical Specifications, Section 10.
 6. Proposed fixed fee and milestone payment schedule for items listed in Section 5 below.
 7. Proposed Equipment system performance guarantee for H2S removal.
 8. Completed questionnaire included as Attachment B – Response Questionnaire
 9. State clearly any limitations you wish to include and detail any conditions or exceptions that you may have with the *Draft Professional Services Agreement*.

4. EVALUATION CRITERIA

A. Proposers will be evaluated on the following criteria:

Pricing / Cost Proposal	30%
Technical Strength / Capabilities	25%
Relative Experience	20%
Operation Requirements	15%
Compatibility With Site	10%
Total	100%

5. PRICING

A. Submit cost for services stated as fixed fee and milestone payment schedule for:

1. Equipment design and engineering
2. Equipment mechanical supply and fabrication

3. Equipment electrical and controls supply and assembly
4. Equipment initial supply and commissioning
5. Equipment start-up spares
6. Equipment first year annual operating spares

6. FACILITY TOUR

- A. A proposing company facility tour will be October 11, 2022 at 9:00 a.m. at the Dane County Department of Waste & Renewables RNG Plant starting at the RNG Plant office trailer. This cursory tour will go until approximately 11:00 a.m. Proposing companies are strongly encouraged to attend this tour, however attendance is optional.

7. OWNER’S RESPONSIBILITY

- A. Dane County will provide all available existing building, site, architectural, structural, mechanical, electrical, plumbing, telecommunications, drawings and specifications to selected firm. These drawings and specifications may not be complete or in an as-built condition. Dane County will provide any necessary hazardous material protection or abatement.
- B. Additional conditions and resources provided by Dane County are listed in Attachment A – Technical Specifications.

8. TIMETABLE

- A. This project’s specific and estimated dates and times of events are below. Some of the events below have specific completion dates. 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>
September 27, 2022	RFP issued
October 11, 2022	Facility tour
October 14, 2022	Written inquiries due
October 18, 2022	Latest addendum (if necessary)
October 25, 2022 2:00 p.m.	Proposals due
November 8, 2022 (est)	Interviews for invited proposing companies, if necessary
November 15, 2022 (est)	Notification of intent to award sent out
November 15, 2022 (est)	Notification of intent to award sent out
December 30, 2022 (est)	Contract Executed and Notice to Proceed

9. ADDITIONAL INFORMATION

- A. Proposals must be submitted by the due date to: Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713.
- B. Obtain any additional information regarding this project from Michael Wyrick, Waste & Renewables Engineer, 608/405-9230, Wyrick.Michael@countyofdane.com.

- C. Obtain RFP documents from the Dane County web site. Proposing company is responsible to check back there regularly for Addenda.
- D. Submit all Proposals by 2:00 p.m., Tuesday, September 27, 2022. Late Proposals will not be opened or reviewed.
- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. We will review information submitted and may schedule candidates 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 selecting the successful firm. 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.

END OF SECTION



Department of Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Joseph T. Parisi
County Executive

Deputy Director
Roxanne Wienkes

1919 Alliant Energy Center Way
Madison, Wisconsin 53713
Fax: 608/267-1533
<https://landfill.countyofdane.com/>

SECTION 06

PROPOSAL FORM

PROPOSAL NO. 322042

**PROJECT: PRIMARY H2S TREATMENT SYSTEM UPGRADE
7102 US HWY 12 & 18
MADISON, WISCONSIN**

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?

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not each party made such reproduction in the regular course of business. This term does not apply to the service of notices under this Agreement.

DRAFT

COUNTY OF DANE
PROFESSIONAL SERVICES AGREEMENT
TABLE OF CONTENTS

	<u>PAGE</u>
SIGNATURE PAGE	1
TABLE OF CONTENTS.....	3
<u>ARTICLES:</u>	
1. ARTICLE 1: SCOPE OF AGREEMENT.....	4
2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED	4
3. ARTICLE 3: COUNTY'S RESPONSIBILITIES	4
4. ARTICLE 4: COMPENSATION.....	5
5. ARTICLE 5: ACCOUNTING RECORDS	5
6. ARTICLE 6: TERMINATION OF AGREEMENT	5
7. ARTICLE 7: OWNERSHIP OF DOCUMENTS.....	6
8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION	6
9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE	6
10. ARTICLE 10: OTHER INSURANCE.....	6
11. ARTICLE 11: MISCELLANEOUS PROVISIONS	7
12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT	8

DRAFT

1. ARTICLE 1: SCOPE OF AGREEMENT

- 1.A. This Agreement between COUNTY and the person or firm, duly licensed under the laws and in accordance with the regulations of the State of Wisconsin, hereinafter referred to as the "VENDOR" shall be governed by the following Terms and Conditions.
- 1.B. The VENDOR shall provide technical and professional services under this Agreement. The Terms and Conditions of this Agreement shall apply to modifications made to this Agreement and shall apply to both the services rendered in the creation of the design and to the additional services called for in carrying out the design.
- 1.C. The VENDOR shall serve as the professional technical advisor and consultant to COUNTY in matters arising out of or incidental to the performance of this Agreement. The VENDOR is not an agent of the COUNTY within the meaning of s. 893.80 or 895.46, Wis. Stats.
- 1.D. Professional services performed or furnished under this Agreement shall be based on the care and skill ordinarily used by members of the profession involved.
- 1.E. By accepting this Agreement, the VENDOR represents possession of the necessary skill and other qualifications to perform work under this Agreement and is familiar with the practices in the locality where such services and work shall be performed.
- 1.F. The VENDOR shall be professionally responsible for work performed under this Agreement. Upon written approval of COUNTY, the VENDOR may subcontract work to an approved consultant under this Agreement, to the specific extent authorized by COUNTY. The authorization to subcontract shall not relieve the VENDOR of professional or contractual responsibility for any work performed or delivered under this Agreement. The authorization to subcontract shall not be construed to create any contractual relationship between COUNTY and such consultant.
- 1.G. Subcontracts for services under this Agreement shall provide that work performed under such subcontract, shall be subject to provisions of this Agreement and shall also provide that any professional duty or responsibility pertaining thereto shall be accomplished to the benefit of COUNTY. Upon request, an electronic copy of each such subcontract for which COUNTY approval is granted shall be furnished to COUNTY.
- 1.H. The VENDOR may substitute consultants or professional staff under this Agreement only to the specific extent authorized by COUNTY in writing.
- 1.I. In the performance of this Agreement, the VENDOR shall become familiar with and perform such services in accordance with the specifications set forth in the Request for Proposals document and subsequent addenda.

2. ARTICLE 2: SCOPE OF THE SERVICES TO BE PROVIDED

- 2.A. VENDOR shall provide the Scope of Services as detailed in Request for Proposals 322042 and attached in Appendix B, Scope of Services.

3. ARTICLE 3: COUNTY'S RESPONSIBILITIES

- 3.A. COUNTY will determine the project scope for which the professional design services are required and will fully cooperate in achieving completion of that work.
- 3.B. COUNTY will establish an internal operating procedure for timely and proper performance of any COUNTY duty required to fulfill the needs of the project.
- 3.C. COUNTY will provide available information regarding the requirements for the project, which set forth COUNTY's objectives for program, schedule and overall budget. COUNTY

will make available to the VENDOR data or documents known to COUNTY or requested by the VENDOR, which may be needed for the fulfillment of the professional responsibility of the VENDOR.

- 3.D. COUNTY will communicate to the VENDOR the format of the documents required to be submitted.
- 3.E. COUNTY will examine documents submitted by the VENDOR and will render decisions regarding them promptly, to avoid unreasonable delay in the progress of the VENDOR's work.

4. ARTICLE 4: COMPENSATION

- 4.A. COUNTY shall compensate VENDOR as detailed in Appendix A, Compensation Schedule.
- 4.B. Base Fee: The Base Fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, equipment and materials, reproducing and mailing submittals, and other work as outlined in each Phase.
- 4.C. Allowances: Allowances shall be used for additional information requested by regulatory agencies. VENDOR shall use the Rate Schedule in Appendix A when billing under an allowance.
- 4.D. Unit Rates: Unit rates will include all costs for materials and labor necessary to perform specified work. Payment will be based on actual quantities, outside of Work included in the Base Fee.
- 4.E. Rate Schedule: VENDOR shall maintain these rates until December 31, 2024 at which point the rates shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.
- 4.F. A VENDOR whose work is found deficient or fails to conform to the requirements set forth in the Agreement, is not entitled to further payments, until corrected to the satisfaction of COUNTY.

- A. Payments to the VENDOR may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the VENDOR. COUNTY will notify the VENDOR in writing of the alleged, specific damages and amounts involved, on a timely basis.

5. ARTICLE 5: ACCOUNTING RECORDS

- 5.A. Records of the VENDOR's direct personnel, consultants, and reimbursable expenses pertaining to the project shall be kept in accordance with Generally Accepted Accounting Principles (GAAP) and shall be available to COUNTY or an authorized representative throughout the term of this Agreement and for at least three (3) years after final payment to the VENDOR.

6. ARTICLE 6: TERMINATION OF AGREEMENT

- 6.A. This Agreement may be terminated by COUNTY without cause upon ten (10) calendar days written notice to the VENDOR. In the event of termination, the VENDOR will be paid fees for services performed to termination date, reimbursable expenses then due, and termination expenses as approved by COUNTY. Work performed prior to the date of termination shall be in accordance with the terms and conditions of this Agreement. Upon termination, the results of such work shall immediately be turned over to the COUNTY Project Manager and is a condition precedent to further payment by COUNTY.

6.B. In the event the Agreement between the VENDOR and any consultant on this project is terminated, the results of work by that consultant shall immediately be turned over to the VENDOR.

7. ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.A. All reports, drawings, specifications, renderings, models, details, and other such documents prepared by the VENDOR or any consultant pursuant to this Agreement shall become the property of COUNTY on completion and acceptance of any of the VENDOR's work, or upon termination of the Agreement, and shall be delivered by VENDOR upon request.

7.B. Specifications and isolated, detail drawings inherent to the engineering design of the project, whether provided by the COUNTY or generated by the VENDOR, shall be available for future use by the parties to this Agreement and other parties, each at their own risk.

8. ARTICLE 8: LIABILITY- HOLD HARMLESS AND INDEMNIFICATION

8.A. VENDOR 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 VENDOR furnishing the services 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 or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of VENDOR under this paragraph shall survive the expiration or termination of this Agreement.

9. ARTICLE 9: PROFESSIONAL LIABILITY INSURANCE

9.A. The VENDOR and its consultants retained under the terms of this Agreement shall procure and maintain a professional liability insurance policy with at least \$1,000,000 in coverage that provides for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Agreement. The VENDOR shall provide up-to-date, accurate professional liability information on the VENDOR's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by COUNTY, the VENDOR shall furnish COUNTY with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after thirty (30) calendar days written notice has been received by COUNTY." The VENDOR shall not cancel or materially alter this coverage without prior written approval by COUNTY. The VENDOR shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement.

10. ARTICLE 10: OTHER INSURANCE

10.A. The VENDOR and its consultants retained under terms of this Agreement shall:

A. Maintain Worker's Compensation Insurance:

10.A.A) a. Procure and maintain Worker's Compensation Insurance as required by state where work is performed for all of the VENDOR's and consultant's employees engaged in work associated with the project under this Agreement.

- 10.A.A) b. Maintain Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Insurance may be met by a combination of primary and excess coverage.
- B. Procure and maintain during the life of this Agreement, and until one year after the completion of this Agreement, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate, combined single limit for bodily injury, personal injury, and property damage. Such coverage shall be of the "occurrence" type form and shall include the employees of the VENDOR as insureds.
- C. Vendor shall furnish Performance and Payment Bonds in amount at least equal to one hundred percent (100%) of Contract price as security for faithful performance of this Contract and payment of all persons performing labor on project under this Contract and furnishing materials in connection with this Contract.

11. ARTICLE 11: MISCELLANEOUS PROVISIONS

- 11.A. VENDOR 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.
- 11.B. Legal Relations. The VENDOR shall comply with and observe federal and state laws and regulations and local zoning ordinances applicable to this project and in effect on the date of this Agreement.
- 11.C. Approvals or Inspections. None of the approvals or inspections performed by COUNTY shall be construed or implied to relieve the VENDOR from any duty or responsibility it has for its professional performance, unless COUNTY formally assumes such responsibility in writing from COUNTY so stating that the responsibility has been assumed.
- 11.D. Successors, Subrogees and Assigns. COUNTY and VENDOR each bind themselves, their partners, successors, subrogees, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, subrogees, assigns and legal representatives of such other party with respect to covenants of this Agreement.
- 11.E. Claims. The VENDOR's project manager will meet with COUNTY's Project Manager to attempt to resolve claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof. Issues not settled are to be presented in writing to the COUNTY Director of Waste & Renewables for review and resolution. The decision of the Director of Waste & Renewables shall be final. Work shall progress during the period of any dispute or claim. Unless specifically agreed between the parties, venue will be in Dane County, Wisconsin.
- 11.F. Amendment of Agreement. This Agreement may be amended in writing executed by both COUNTY and VENDOR.
- 11.G. 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.
- 11.H. 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.

11.I. 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.

12. ARTICLE 12: NONDISCRIMINATION IN EMPLOYMENT

12.A. During the term of this Agreement, VENDOR 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). VENDOR 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.

12.B. Civil Rights Compliance:

A. If VENDOR has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the VENDOR 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. VENDOR 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. VENDOR 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. If VENDOR has less than twenty (20) employees, but receives more than \$20,000 from the COUNTY in annual contracts, it 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 VENDOR 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 VENDOR's Plan is sufficient.

B. VENDOR agrees to comply with the COUNTY's civil rights compliance policies and procedures. VENDOR agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the VENDOR. VENDOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. VENDOR further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. VENDOR shall post the Equal Opportunity Policy, the name of VENDOR'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. VENDOR shall supply to COUNTY's Contract Compliance Specialist 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. VENDOR shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Specialist when such announcements are issued.

DRAFT

APPENDIX B: SCOPE OF SERVICES

DRAFT

SECTION 10

FAIR LABOR PRACTICES CERTIFICATION

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

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

B. That 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 25.09 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.

END OF SECTION