



RFP NO. 321033

**DANE COUNTY DEPARTMENT OF
WASTE & RENEWABLES**

1919 ALLIANT ENERGY CENTER WAY
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 321033
RENEWABLE FUEL STANDARD (RFS) REPORTING AND
COMPLIANCE CONSULTANT
DANE COUNTY LANDFILL SITE #2
7102 U.S. HIGHWAY 12 & 18
MADISON, WISCONSIN 53718**

ISSUED FOR PROPOSALS: TUESDAY, AUGUST 17, 2021

Due Date / Time: **TUESDAY, SEPTEMBER, 21, 2021 / 2:00 P.M**

Location: **WASTE & RENEWABLES OFFICE**

FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ALLISON RATHSACK, PROJECT MANAGER
TELEPHONE NO.: 608/514-2319
FAX NO.: 608/267-1533
E-MAIL: RATHSACK.ALLISON@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/>

Tuesday, August 17, 2021

INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 321033 to provide professional consulting services for Renewable Fuel Standard Reporting and Compliance for the Dane County Landfill Site #2. The Proposals are due on or before **2:00 p.m., Tuesday, September 21, 2021**. No performance bond is required for this project.

ADDITIONAL INFORMATION

Dane County is looking for professional consulting services, that specialize in compliance and reporting under the Renewable Fuel Standard, required for Dane County's Renewable Natural Gas (RNG) facility. The selected Proposer shall act as an Agent between Dane County and Environmental Protection Agency (EPA).

SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: three (3) bound hard copies and an electronic version on a USB flash drive or compact disk. 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. 321033

Renewable Fuel Standard Reporting and Compliance Consultant

Tuesday, September 21, 2021, 2:00 p.m.

5. Mail or deliver to:
Allison Rathsack, Project Manager
Dane County Department of Waste & Renewables
1919 Alliant Energy Center Way
Madison, Wisconsin 53713

Use the drop box just inside our Office if you choose to hand deliver. If any additional information about this Request for Proposals is needed, please call Allison Rathsack at 608/514-2319 or send an email to Rathsack.Allison@countyofdane.com.

Sincerely,

Allison Rathsack

Project Manager

Enclosure: Request for Proposals No. 321033 Package

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- Figure 1 – RNG Facility Map

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REQUEST FOR PROPOSAL

LEGAL NOTICE

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

2:00 P.M., TUESDAY, SEPTEMBER 21, 2021

RFP NO. 321033

**RENEWABLE FUEL STANDARD (RFS) REPORTING AND COMPLIANCE
CONSULTANT**

DANE COUNTY LANDFILL SITE #2

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

Dane County is inviting Proposals for professional consultants, that specialize in compliance and reporting under the Renewable Fuel Standard, required for Dane County's Renewable Natural Gas (RNG) facility. The selected Proposer shall act as an Agent between Dane County and Environmental Protection Agency (EPA). 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. on August 17, 2021** from bids-pwht.countyofdane.com. Call Allison Rathack, Project Manager, 608/514-2319, or our office, 608/266-4018, with any questions.

Informational facility tour will be Wednesday, September 1, 2021 at 11:00 a.m. at the Dane County Landfill Site #2, starting at the RNG facility gate. Interested firms are encouraged to attend this optional tour.

**PUBLISH: TUESDAY, AUGUST 17 & 24, 2021 - WISCONSIN STATE JOURNAL
WEDNESDAY, AUGUST 18 & 25, 2021 - THE DAILY REPORTER**

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SCOPES OF PROPOSALS

1. GENERAL INFORMATION

A. Dane County Department of Waste & Renewables is inviting Proposals for professional consultants, that specialize in compliance and reporting under the Renewable Fuel Standard (RFS), required for Dane County's Renewable Natural Gas (RNG) facility. Dane County maintains all rights to the RFS pathway associated with the RNG facility (Facility ID 70441). The selected Proposer shall act as an Agent between Dane County and the U.S. Environmental Protection Agency (EPA).

B. Dane County Landfill Site #2 began construction of a new RNG facility in June 2018 and was in operation by April 2019. The RNG facility processes landfill gas for injection into an interstate pipeline for use as vehicle fuel under the RFS as cellulosic biofuel (D-3).

In the middle of facility construction, Dane County decided to incorporate an off-load station for multiple area digesters to have access to the interstate pipeline. Both sources of biofuel, digester RNG and landfill RNG, are metered at separate, but identical, flow meters upstream of the utility meter. A facility map is provided in Figure 1. Dane County worked with EPA to approve our site specific RIN Generation Protocol and the first trailer of digester RNG was off-loaded in April 2020.

Dane County currently contracts with Blue Source for RIN marketing services. Blue Source handles the generation, transaction, and management of Renewable Identification Numbers (RINs) on behalf of Dane County and is the primary liaison between Dane County and Obligated Parties.

C. Dane County will provide awarded Proposer with information necessary to complete the Work.

D. To be considered for this project, the Consultant must meet or exceed the following criteria:

1. Have one registered professional engineer as lead responsible member of the firm or project team.
2. Have been in business for a period of not less than five (5) years.
3. Have an EPA approved Quality Assurance Plan (QAP) which will identify Dane County's RINs as Q-RIN.

2. SCOPE OF WORK

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

B. Perform all Work in accordance with Code of Federal Regulations (CFR) Title 40, Part 80 Subpart M – Renewable Fuel Standard (RFS), the Energy Independence and Security Act (EISA), and all state and local regulations.

C. Reporting Requirements

- a. Proposer shall prepare and submit to EPA, the following reports, on behalf of Dane County:

Item #	ID	Description	Frequency
1	RFS0105	RFS Activity Report	Quarterly
2	RFS0601	RFS Renewable Fuel Producer Supplemental Report	Quarterly
3	RFS0901	RFS Production Outlook Report	Annually
4	RFS2100	Aggregate RIN Verification	Quarterly
5	RFS2200	On-Site Audit Report	Quarterly
6	RFS2300	List of Potentially Invalid RINs	Quarterly
7	RFS2400	Mass Balance	Quarterly
8	B3IIA	Site Visit	Every 200 Days

D. Consulting Requirements

- a. Provide general consultation and assistance to maintain Dane County’s RFS pathway;
- b. Provide Dane County with updates on RFS compliance and/or reporting changes, as necessary;
- c. Provide Dane County with updates regarding the potential for an eRIN pathway, as necessary;
- d. Perform site visits and prepare submittal packages to EPA, under the guidance of a registered P.E., when amendments to the RFS pathway is necessary;
- e. Provide general consultation for off-load station pathway into California’s Low Carbon Fuel Standard (LCFS) and/or Oregon’s Clean Fuels Program (CFP); and
- f. Provide general consulting services about components related to the RFS.

E. In-person meetings shall be limited & shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see publichealthmdc.com/documents/office_space_checklist.pdf and publichealthmdc.com/coronavirus/forward-dane/current-order). Whenever possible, meetings shall be held via teleconference or videoconference, to be hosted by the consultant. Dane County reserves right to mandate safe physical distancing & use of face masks by all personnel while inside any County facility or on any County grounds.

3. PROPOSAL CONTENT

A. Interested consultants are requested to submit the following information in their proposal, in six 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 RFS and compliance standards for a renewable fuels producer. Description must include:
 - a. Total number of RIN’s managed;
 - b. Experience with, or involvement in applicable RFS regulations and reporting standards;
 - c. Knowledge and understanding of RFS reporting deadlines;
 - d. Experience with, or involvement in changing RFS regulations and potential impacts to producers;
 - e. Experience with, or involvement in projects with multiple sources of biofuel; and
 - f. 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 RNG projects completed by their company that are similar to the one being proposed. Listing shall include for each project:
 - a. Brief description of the project including services provided (e.g., compliance reporting, etc.);
 - b. Detail the proposing company's role(s) in the project;
 - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address); and
 - d. Start and end dates of services.
4. Indicate fees for services:
 - a. Stated as fixed fee for each reporting item.
 - b. Attach a rate schedule for consulting services, outlining hourly rate and other expenses.
5. List any additional information that must be provided by Dane County, necessary to complete the Work.
6. State clearly any limitations you wish to include in *Dane County Contract* and advise of any conditions that you may have.

4. EVALUATION CRITERIA

- A. Proposing consultants will be evaluated on this criteria:

Project Personnel	40%
Relative Experience & Past Project References	30%
Pricing / Cost Proposal	<u>30%</u>
Total	100%

5. PRICING

- A. Additional details about project pricing & payments are detailed in the *Draft Dane County Contract*.
- B. Fees for services as outlined in Section 3(A)(4) of this document, shall be submitted in the Proposals.

6. FACILITY TOUR

- A. A facility tour will be held on Wednesday, September 1, 2021 at 11:00 a.m. at the Dane County Landfill Site #2, starting at the RNG facility gate. This cursory tour will go until approximately 12:00 p.m. Proposing companies are strongly encouraged to attend this optional tour.
- B. Safe distancing & face masks are required for all tour attendees. Tours will be limited to 10 people; please limit number of attending staff & sub-consultants. If there are more than 10 people, group will be split & there will be two or more tours. Allow sufficient time if you do not make it in to first tour group.

7. OWNER'S RESPONSIBILITY

- A. Dane County will provide awarded Proposer with information necessary to complete the Work.

8. TIMETABLE

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, 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>
August 17, 2021	RFP issued
September 1, 2021 - 11 a.m.	Facility tour
September 10, 2021 - 2:00 p.m.	Written inquiries due
September 14, 2021	Latest addendum (if necessary)
September 21, 2021 - 2:00 p.m.	Proposals due
Week of September 27, 2021	Interviews for invited proposing companies (if necessary)
October 6, 2021 (estimated)	Notification of intent to award sent out
January 1, 2022	Contract start date

9. 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 Allison Rathsack, Waste & Renewables Project Manager, 608/514-2319, Rathsack.allison@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, September 21, 2021.
- 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 a Contract 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.

END OF SECTION



Department of Waste & Renewables

608/266-4018

John Welch, P.E.
Director

Deputy Director
Roxanne Wienkes

Joseph T. Parisi
County Executive

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

SECTION 00 42 13

PROPOSAL FORM

PROPOSAL NO. 321033

**PROJECT: RENEWABLE FUEL STANDARD (RFS) REPORTING AND COMPLIANCE
CONSULTANT**

DANE COUNTY LANDFILL SITE #2, 7102 U.S. HIGHWAY 12, MADISON, WI

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?

DANE COUNTY CONTRACT # _____

Revised 06/2021



Department: Waste & Renewables
Provider: [REDACTED]
Expiration Date: December 31, 2026
Maximum Cost: \$ [REDACTED]

Registered Agent (if applicable): [REDACTED]
Registered Agent Address: [REDACTED]

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

WITNESSETH:

WHEREAS COUNTY, whose address is [REDACTED], desires to purchase services from PROVIDER for the purpose of Renewable Fuel Standard (RFS) Reporting and Compliance Consultant; and

WHEREAS PROVIDER, whose address is [REDACTED], 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. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. 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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. 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 schedules, 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 schedules 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 & INDEMNIFICATION:**
- 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. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. 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.

1. 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 cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then 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.

5. Workers' Compensation.

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

6. 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. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- 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. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

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 such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. 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.

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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

NAME
TITLE

Date

NAME
TITLE

* * *

FOR COUNTY:

Date

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

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

SCHEDULE A Scope of Services

- I. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
- a. Perform all Work in accordance with Code of Federal Regulations (CFR) Title 40, Part 80 Subpart M – Renewable Fuel Standard (RFS), the Energy Independence and Security Act (EISA), and all state and local regulations.
 - b. Ultimate service of PROVIDER is to act has Dane County’s Quality Assurance Plan (QAP) provider and qualify Dane County’s RINs as Q-RIN.
 - c. Reporting Requirements
 - i. PROVIDER shall prepare and submit to EPA, the following reports, on behalf of Dane County:

Item #	ID	Description	Frequency
1	RFS0105	RFS Activity Report	Quarterly
2	RFS0601	RFS Renewable Fuel Producer Supplemental Report	Quarterly
3	RFS0901	RFS Production Outlook Report	Annually
4	RFS2100	Aggregate RIN Verification	Quarterly
5	RFS2200	On-Site Audit Report	Quarterly
6	RFS2300	List of Potentially Invalid RINs	Quarterly
7	RFS2400	Mass Balance	Quarterly
8	B3IIA	Site Visit	Every 200 Days

- ii. PROVIDER shall provide COUNTY with an electronic copy of reports under Schedule “A”, para. I(c)(i), no later than the following dates:
 1. Quarter 1 Reports: Draft report submitted to COUNTY no later than _____ of reporting year (dates covered include January 1 through March 31 of reporting year). Final report submitted to regulatory agency no later than _____ of reporting year;
 2. Quarter 2 Reports: Draft report submitted to COUNTY no later than _____ of reporting year (dates covered include April 1 through June 30 of reporting year). Final report submitted to regulatory agency no later than _____ of reporting year;
 3. Quarter 3 Reports: Draft report submitted to COUNTY no later than _____ of reporting year (dates covered include July 1 through September 30 of reporting year). Final report submitted to regulatory agency no later than _____ of reporting year;
 4. Quarter 4 Reports: Draft report submitted to COUNTY no later than _____ of following reporting year (dates covered include October 1 through December 31 of reporting year). Final report submitted to regulatory agency no later than _____ of following reporting year; and
 5. Annual Report: Draft report submitted to COUNTY no later than _____ of following reporting year. Final report submitted to regulatory agency no later than _____ of following reporting year.
- d. Consulting Requirements
 - i. Provide general consultation and assistance to maintain Dane County’s RFS pathway.
 - ii. Provide Dane County with updates on RFS compliance and/or reporting changes, as necessary.

- iii. Provide Dane County with updates regarding the potential for an eRIN pathway, as necessary.
 - iv. Perform site visits and prepare submittal packages to EPA, under the guidance of a registered P.E., when amendments to the RFS pathway is necessary.
 - v. Provide general consultation for off-load stations pathway into California's Low Carbon Fuel Standard (LCFS) and/or Oregon's Clean Fuels Program (CFP).
 - vi. Provide general consulting services about components related to the RFS.
- II. COUNTY will provide any additional information as outlined in the proposal dated _____, 2021 within 30 days after executed Contract.
- III. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated _____, 2021, and incorporated herein by reference.
- IV. Either party may cancel this agreement upon 90 days advance written notice.
- V. PROVIDER may assign its obligations and benefits under this agreement to another competent organization upon 60 days advance written notice to the COUNTY.
- VI. 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.
- VII. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

SCHEDULE B Pricing Structure and Payment

- I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:
- a. For the completion of **RFS0105** (RFS Activity Report), the sum of \$_____ as a fixed fee.
 - b. For the completion of **RFS0601** (RFS Renewable Fuel Producer Supplemental Report), the sum of \$_____ as a fixed fee.
 - c. For the completion of **RFS0901** (RFS Production Outlook Report), the sum of \$_____ as a fixed fee.
 - d. For the completion of **RFS2100** (Aggregate RIN Verification), the sum of \$_____ as a fixed fee.
 - e. For the completion of **RFS2200** (On-Site Audit Report), the sum of \$_____ as a fixed fee.
 - f. For the completion of **RFS2300** (List of Potentially Invalid RINs), the sum of \$_____ as a fixed fee.
 - g. For the completion of **RFS2400** (Mass Balance), the sum of \$_____ as a fixed fee.
 - h. For the completion of **B3IIA** (Site Visit), the sum of \$_____ as a fixed fee.
- II. Additional costs borne by PROVIDER and approved by COUNTY shall be based on rates outlined below submitted by PROVIDER on _____, 2021.

Role	Rate (\$/hour)
Expenses	Rate (\$)

- III. PROVIDER shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the Dane County Purchase Order (PO) number associated with the Contract.
- IV. 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.

SECTION 00 73 11

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 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.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

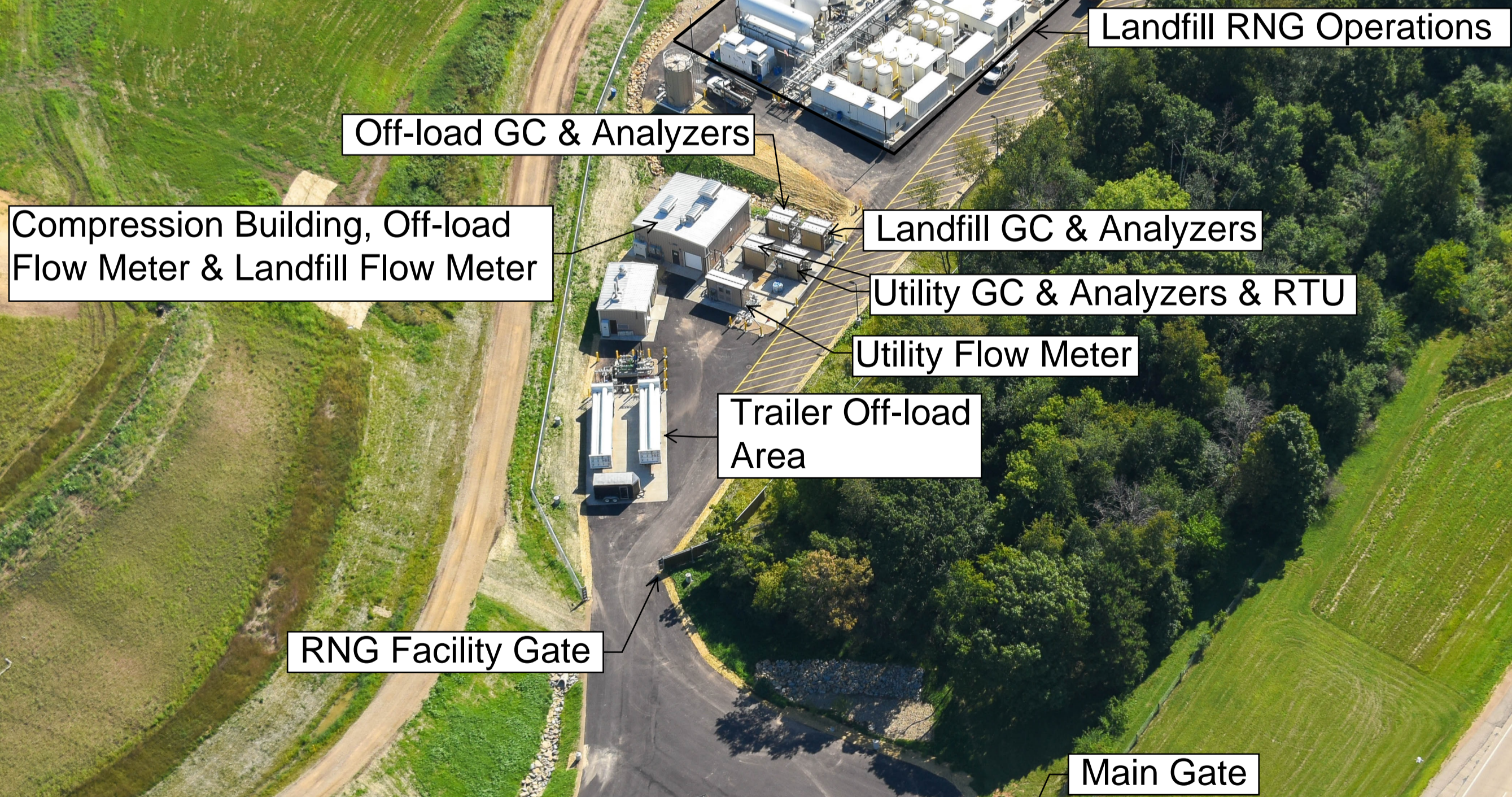


Figure 1 - RNG Facility Map