



**RFP NO. 316028**

DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

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

**REQUEST FOR PROPOSALS NO. 316028**  
**RENEWABLE FUEL CREDIT MANAGEMENT FROM BIO-CNG**  
**UTILIZATION**  
**DANE COUNTY LANDFILL SITE #2**  
**7102 U.S. HIGHWAY 12 & 18**  
**MADISON, WISCONSIN**

Due Date / Time: **TUESDAY, JULY, 12, 2016 / 2:00 P.M.**

Location: **PUBLIC WORKS OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

JOHN WELCH, PROJECT MANAGER  
TELEPHONE NO.: 608/516-4154  
FAX NO.: 608/267-1533  
E-MAIL: [WELCH@COUNTYOFDANE.COM](mailto:WELCH@COUNTYOFDANE.COM)



Department of Public Works, Highway & Transportation  
**Public Works Solid Waste Division**

608/266-4018

Gerald J. Mandli, P.E.  
**Commissioner / Director**

Joseph T. Parisi  
**County Executive**

**Associate Director**  
Rob Nebel

**Solid Waste Manager**  
John Welch, P.E.

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533

[www.countyofdane.com/pwht/public\\_works.aspx](http://www.countyofdane.com/pwht/public_works.aspx)

June 21, 2016

## INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 316028 to provide professional consulting services for Renewable Fuel Credit Management from BioCNG Utilization for the Dane County Landfill Site #2. The Proposals are due on or before **2:00 p.m., Tuesday, July 12, 2016.**

## ADDITIONAL INFORMATION

Dane County is looking for professional consulting services for Renewable Fuel Credit Management from BioCNG Utilization. The selected proposer must act as the RIN Agent between the County, fuel company, and any regulatory agency with RIN development and implementation.

## SPECIAL INSTRUCTIONS

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

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information as outlined in the Requested Services and Business Information section of this RFP packet after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:  
"Proposal No. 316028  
Renewable Fuel Credit Management from BioCNG Utilization  
2:00 p.m., Tuesday, July 12, 2016"
5. Mail to:  
John Welch, Project Engineer  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

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

## **TABLE OF CONTENTS FOR RFP NO. 316028**

### **PROPOSAL CONTENTS**

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- Signature Page and Additional Dane County Requirements
- Fair Labor Practices Certification
- Requested Services and Business Information
- Sample Purchase of Services Agreement
- Equal Benefits Compliance Payment Certification

**LEGAL NOTICE**

**REQUEST FOR PROPOSALS**

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

**2:00 P.M., TUESDAY, JULY 12, 2016**

**REQUEST FOR PROPOSALS NO. 316028**

**RENEWABLE FUEL CREDIT MANAGEMENT FROM BIOCNG UTILIZATION**

**DANE COUNTY LANDFILL SITE #2**

**7102 U.S. HIGHWAY 12**

**MADISON, WISCONSIN**

Dane County is inviting Proposals for professional consulting services for Renewable Fuel Credit Management From BioCNG Utilization. The selected proposer must act as an Agent between the County, Obligated Parties, and Regulatory Agencies with Renewable Identification Number (RIN) development and implementation. Only firms with capabilities, experience & expertise with similar projects should obtain this Request for Proposals document & submit Proposals.

Request for Proposals documents may be obtained after **2:00 p.m. on June 21, 2016** by downloading it from [countyofdane.com/pwbids](http://countyofdane.com/pwbids). Please call John Welch, Project Manager, at 608/516-4154, or our office at 608/266-4018, for any questions or additional information.

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

**PUBLISH: TUESDAY, JUNE 21 AND 28, 2016 - WISCONSIN STATE JOURNAL  
TUESDAY, JUNE 21 AND 28, 2016 - THE DAILY REPORTER**



**SIGNATURE PAGE**

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

COMMODITY / SERVICE: <b>Professional Consulting Services</b>											
REQUEST FOR PROPOSAL NO.: 316028	PROPOSAL DUE DATE: 7/12/16	BID BOND: N/A	PERFORMANCE BOND: N/A								
<p align="center"><b>PROPOSAL INVALID WITHOUT SIGNATURE</b></p> <p>THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.</p> <table border="1"> <tr> <td><b>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</b></td> <td><b>DATE:</b></td> </tr> <tr> <td>SUBMITTED BY: (Typed Name)</td> <td>TELEPHONE: (Include Area Code)</td> </tr> <tr> <td colspan="2">COMPANY NAME:</td> </tr> <tr> <td colspan="2">ADDRESS: (Street, City, State, Zip Code)</td> </tr> </table>				<b>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</b>	<b>DATE:</b>	SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)	COMPANY NAME:		ADDRESS: (Street, City, State, Zip Code)	
<b>SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)</b>	<b>DATE:</b>										
SUBMITTED BY: (Typed Name)	TELEPHONE: (Include Area Code)										
COMPANY NAME:											
ADDRESS: (Street, City, State, Zip Code)											

**CONTRACT COMPLIANCE PROGRAM WORKSHEET**

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(over)

## DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Socially and Economically Disadvantaged Individuals:
    - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
    - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
      - 1) Women;
      - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
      - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
      - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
  2. Business is located in the State of Wisconsin.
  3. Business is comprised of less than twenty-five (25) employees.
  4. Business must not have gross sales in excess of three million over the past three (3) years.
  5. Business does not have a history of failing to complete projects.

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

**PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:

[www.danepurchasing.com](http://www.danepurchasing.com)

or obtain one by calling 608/266-4131.

**EQUAL BENEFITS REQUIREMENT**

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

[www.danepurchasing.com/DomesticPartnerEqualBenefitRequirement](http://www.danepurchasing.com/DomesticPartnerEqualBenefitRequirement)

**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.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:  
(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

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

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

## REQUESTED SERVICES AND BUSINESS INFORMATION

### 1. GENERAL INFORMATION

- A. Purpose: Dane County Public Works – Solid Waste Division is seeking services for Renewable Fuel Credit Management From CNG Utilization for the Dane County Landfill Site #2. The selected proposer will act as an Agent between the County, Obligated Parties, and Regulatory Agencies with RIN development and implementation. The incoming gas is between 50-55% methane and is cleaned and stored at approximately 92% methane with current cleaning equipment capacity of approximately 225 gallons of gasoline equivalent (GGE) per day. The County is looking to capitalize on the County owned, operated, and maintained BioCNG operations.
- B. Background: A pilot scale BioCNG cleaning system was installed in December of 2010, at Landfill Site #2 with an average of 5 scfm capacity. The project was later expanded in 2012 to a capacity of 10 scfm. Along with the cleaning system, an ANGI compressor and fueling station was installed at the Landfill. The fueling system has two (2) 50 scfm compressors and 200 gallons of gas equivalent (GGE) storage tank. The compressors are connected to biogas and utility natural gas (NG). The initial fueling system had two (2) fast fill hoses. The station is being moved across the road from the landfill to a newly constructed County Highway Garage. As part of relocating the station, it is being expanded to include a total of four (4) fast fill hoses and up to 10 slow fill hoses. An additional 200 GGE low-pressure storage tank will be installed between the cleaning station and the compressor and fueling station within the next 12 months, which will allow the County to use landfill gas for more of our CNG production. The cleaning equipment and/or fueling station may be expanded in late 2017, depending on local CNG demand. ANR Pipeline Company has piping located within Landfill Site #2. In the future, Dane County would like to explore injection of clean biogas directly into the ANR pipeline. Gas quality at Dane County Landfill #2 is listed in Table 1. Proposer must determine ANR pipeline standards that clean biogas must meet.

Table 1. Gas Quality at Dane County Landfill Site #2

Gas Property	Gas Data (2014) - West	Gas Data (2014) - East	Gas Data (2015) - West	Gas Data (2015) - East	Gas Data (2016) - West	Gas Data (2016) - East
Flow (scfm)	1236	293	993	260	996	280
Field Draw (inch water)	-43.6	-43.4	-40.6	-40.1	-46.6	-43.6
Methane Content (%)	49.9	48.7	53.5	49.1	53.8	47.3
Carbon Dioxide Content (%)	36.0	35.8	39.9	38.4	41.4	39.1
Oxygen Content (%)	0.9	1.2	0.3	1.6	0.3	1.5
Remaining gases (%)	13.2	14.3	6.9	10.9	4.6	12.1
Temperature (°F)	61	56	66	74	62	62

- C. CNG consumption estimation: Table 2 outlines the scenarios expected for the near future of CNG production and consumption. Table 3 is the breakdown of production and consumption.

Table 2. Operational scenarios

Scenario	Production (GGE)	Local Consumption (GGE)
2016 – Existing operations	82,344	59,202

2017a – Additional County users	88,192	88,192
2017b – Additional Private Contracted Users	140,192	140,192
2018 – Additional production source with 2017a and 2017b	187,854	187,854
2019 – Inject clean biogas directly into ANR pipeline	2,624,473	242,116
2019 – Inject clean biogas from landfill and from other potential sources directly into ANR pipeline	5,464,267	242,116

Table 3. Consumption and Production Breakdown

County Users		
Year	# Vehicles	Annual Consumption (GGE)
2016	45	59,202
2017	59	88,192
2018	71	109,854
2019	85	138,116
Private Contracted Users		
Year	# Vehicles	Annual Consumption (GGE)
2016	2	26,000
2017	4	52,000
2018	6	78,000
2019	8	104,000
Source		Annual Production (GGE)
Landfill		82,344 - 2,624,473
Other Sources		2,839,794

## 2. SCOPE OF WORK

- A. Project deliverables and specific tasks are detailed in the *Purchase of Services Agreement*.
- 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. All Work will be done for Cellulosic Biofuel (D-3) for supply from the Dane County Landfill Site #2. Some of the potential future/other sources, in the last row of Table 2 above, could include biodigesters from agriculture, food, and/or WWTP sources.
- C. Proposers may submit proposal for one or both of the following services: third party engineering to perform an audit of existing and proposed landfill BioCNG operations, AND/OR the entire development and implementation phases as outlined below. The third party independent engineering audit will include all requirements pursuant of 40 CFR 80.1450(b), Quality Assurance Plan (QAP), and monitoring system for fuel generation and consumption. County will provide winning proposer all information necessary to complete the audit.
- D. Development Phase
1. Registration: In accordance with 2B, perform the following obligations, including but not limited to:
    - a. Registration and verification of the County’s production facility with EPA;

- b. Preparing documents for third party engineering review (process flow diagrams of site, feedstock description, required monitoring and/or sampling, and other required documents);
  - c. Engage third party engineer to undertake review and submit report to EPA (report must be submitted at least 60 days prior to RIN generation); and
  - d. Proposer will secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.
2. Generation: In accordance with 2B, perform the following obligations, including but not limited to:
- a. Provide a list and breakdown of End User(s);
  - b. Delegate a Responsible Corporate Officer (RCO);
  - c. Handle negotiations between biogas supplier (County) and End User(s); and
  - d. Manage storage logistics to ensure RIN generation.

#### E. Implementation Phase

1. Marketing: In accordance with 2B, perform the following obligations, including but not limited to:
- a. Develop and maintain working relationships with major compliance Obligated Parties, having already been approved as a seller of RIN's;
  - b. Market biogas to alternative markets, where biogas used as a transport fuel may be eligible;
  - c. Monitor market and regulatory risks impacting RIN markets; and
  - d. Manage all communication and RIN transactions between biogas supplier (County) and End User subject to EPA implementation timeline.
2. Reporting: In accordance with 2B, perform the following obligations, including but not limited to:
- a. Submit quarterly reports to EPA documenting the generation and consumption of biogas as a transportation fuel for five (5) County departments (Landfill, Highway, Medical Examiners, Parks, and Sherriff's);
  - b. Submit annual report to EPA;
  - c. Any required reporting for QAP; and
  - d. Prepare and submit the following reports to the EPA;
    - i. RFS0104: RFS2 Activity Report (quarterly),
    - ii. RFS0601: RFS2 Renewable Fuel Producer Supplemental Report (quarterly),
    - iii. RFS0801: Renewable Biomass Report (as applicable),
    - iv. RFS0901: RFS2 Production Outlook Report (quarterly),
    - v. EMTS: RFS2 RIN Transaction Report (quarterly),
    - vi. EMTS: RFS2 RIN Generation Report (quarterly),
    - vii. Annual Attest Engagement with Third Party Auditor,

### 3. PROPOSAL CONTENT

- A. Interested consultants are requested to submit the following information in their proposal, in nine clearly 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 RIN implementation for a producer. Description must include:
  - a. Experience with, or involvement in applicable RIN regulations and/or codes;
  - b. Experience with, or involvement in RIN implementation;
  - c. Involvement and working relationships with biogas buyers; and
  - d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including sub-contractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
  - e. Total number of RIN's managed by firm.
3. Listing of at least three RIN 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., registration, marketing, 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);
  - d. Start and end dates of services; and
  - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.
4. Description of planning techniques to be used in approaching the Work. Close attention will be paid to consultant firm's knowledge and understanding of:
  - a. EPA regulations, EISA regulations, and all state and local regulations;
  - b. RIN registration and generation process;
  - c. Calculation of RIN's;
  - d. RIN reporting; and
  - e. RIN marketing to Obligated parties
5. Indicate individual staff availability and tentative timetable for the project Work, using a theoretical start date of August 23, 2016. Include listing of other consultants who will participate in this Work and their area of expertise.
6. Indicate fees for services:
  - a. Third party engineering audit stated as fixed fee;
  - b. Attach a complete list of any additional costs and fees.

AND/OR

  - a. State as fixed fee for Development phase;
  - b. Stated as annual fixed fee for Implementation Phase; and
  - c. Attach a complete list of any additional costs and fees.
7. Indicate a set market price per RIN and percentage proposing company retains. Include set price term length and any additional language or agreement terms.
8. Listing of any additional data/information that must be provided by the County and any County work or responsibilities.

9. 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:

Pricing / Cost Proposal	40%
Approach to Project	20%
Relative Experience	20%
Project Personnel	10%
Past Project References	<u>10%</u>
Total	100%

**5. FACILITY TOUR**

- A. A facility tour for interested proposers may be scheduled through John Welch, Public Works Project Manager, 608/516-4154, Welch@countyofdane.com.

**6. OWNER’S RESPONSIBILITY**

- A. Available data will be provided by the County to the selected proposer. The data may not be complete and additional data may be needed to finish the Project.

**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>
June 21, 2016	RFP issued
July 1, 2016 - 2:00 p.m.	Written inquiries due
July 5, 2016	Addendum (if necessary)
July 12, 2016 - 2:00 p.m.	Proposals due
July 14, 2016	Phone interviews (if necessary)
July 15, 2016 (estimated)	Notification of intent to award sent out
August 23, 2016 (estimated)	Contract start date

**8. ADDITIONAL INFORMATION**

- A. Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from John Welch, Public Works Project Manager, 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, July 12, 2016.

- E. Dane County reserves the right to accept or reject any Proposal submitted.
- F. 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.
- G. Dane County is an Equal Opportunity Employer.

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

Number of Pages, including schedules: \_\_\_\_\_  
Agreement No. \_\_\_\_\_  
Expiration Date: \_\_\_\_\_  
Authority: Res. \_\_\_\_\_, 2016-2017  
Department: \_\_\_\_\_  
Maximum Cost: \_\_\_\_\_  
Registered Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is \_\_\_\_\_,  
desires to purchase services from PROVIDER for the purpose of professional consulting services for Renewable Fuel Credit Management From BioCNG Utilization; and

**WHEREAS** PROVIDER, whose address is \_\_\_\_\_,  
is able and willing to provide such services;

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

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
- II. **SERVICES.**
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached **Schedule A**, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of **Schedule A** or any of them, it is agreed that the terms of **Schedule A**, to the extent of any conflict, are controlling.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement,

PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

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

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

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

- B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

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

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

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

VIII. INSURANCE.

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, 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. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  - 1. When the Maximum Cost of the Agreement is less than \$5,000;
  - 2. When the provider is a school district, a municipality, or other unit of government;
  - 3. When the County is purchasing residential services at an established per bed rate;
  - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  - 5. When an individual receives compensation for providing services to a family member;
  - 6. When employees are student interns;
  - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

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

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

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

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its **Schedules** to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_

JOSEPH PARISI, County Executive

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

rev. 12/15

## SCHEDULE "A"

- 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. All Work will be done for Cellulosic Biofuel (D-3) for supply from the Dane County Landfill Site #2. Some of the potential future/other sources, in the last row of Table 2 from the Requested Services and Business Information, could include biodigesters from agriculture, food, and/or WWTP sources.
  - b. Proposers may submit proposal for one or both of the following services: third party engineering to perform an audit of existing and proposed landfill BioCNG operations, AND/OR the entire development and implementation phases as outlined below. The third party independent engineering audit will include all requirements pursuant of 40 CFR 80.1450(b), Quality Assurance Plan (QAP), and monitoring system for fuel generation and consumption. County will provide winning proposer all information necessary to complete the audit..
  - c. Development Phase
    1. Registration: In accordance with I(a), perform the following obligations, including but not limited to:
      - i. Registration and verification of the County's production facility with EPA;
      - ii. Preparing documents for third party engineering review (process flow diagrams of site, feedstock description, required monitoring and/or sampling, and other required documents);
      - iii. Engage third party engineer to undertake review and submit report to EPA (report must be submitted at least 60 days prior to RIN generation); and
      - iv. Proposer will secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.
    2. Generation: In accordance with I(a), perform the following obligations, including but not limited to:
      - i. Provide a list and breakdown of End User(s);
      - ii. Handle negotiations between biogas supplier (County) and End User(s); and
      - iii. Manage storage logistics to ensure RIN generation.
  - d. Implementation Phase

1. Marketing: In accordance with I(a), perform the following obligations, including but not limited to:
  - i. Develop and maintain working relationships with major compliance Obligated Parties, having already been approved as a seller of RIN's;
  - ii. Market biogas to alternative markets, where biogas used as a transport fuel may be eligible;
  - iii. Monitor market and regulatory risks impacting RIN markets; and
  - iv. Manage all communication and RIN transactions between biogas supplier (County) and End User subject to EPA implementation timeline.
2. Reporting: In accordance with I(a), perform the following obligations, including but not limited to:
  - i. Submit quarterly reports to EPA documenting the generation and consumption of biogas as a transportation fuel for five (5) County departments (Landfill, Highway, Medical Examiners, Parks, and Sherriff's);
  - ii. Submit annual report to EPA;
  - iii. Any required reporting for QAP; and
  - iv. Prepare and submit the following reports to the EPA;
    1. RFS0104: RFS2 Activity Report (quarterly),
    2. RFS0600: RFS2 Renewable Fuel Producer Supplement Report (quarterly),
    3. RFS0801: Renewable Biomass Report (as applicable),
    4. RFS0901: RFS2 Production Outlook Report (quarterly),
    5. EMTS: RFS2 RIN Transaction Report (quarterly),
    6. EMTS: RFS2 RIN Generation Report (quarterly),
    7. Annual Attest Engagement with Third Party Auditor.
- e. Work set forth in I(c) (Development Phase) above shall be completed within \_\_\_\_ days upon the contract start date. Provisions to Work start date must be submitted in writing with approval by the Project Manager.
- f. Work set forth in I(d) (Implementation Phase) above shall be completed within \_\_\_\_ days upon the contract start date and by an as-need basis outlined in I(d)(2)(iii). Provisions to Work start date must be submitted in writing with approval by the Project Manager.

- II. COUNTY will provide any additional data/information as outlined in the proposal dated \_\_\_\_\_, 2016 within 30 days of contract start date.
- III. Either party may cancel this agreement upon 90 days advance written notice.
- IV. PROVIDER may assign its obligations and benefits under this agreement to another competent organization upon 60 days advance written notice to the COUNTY.
- V. In accomplishing the objectives of I. above, the PROVIDER is to adhere to the concepts and provisions of its proposal dated \_\_\_\_\_, 2016, and attached hereto and incorporated herein by reference.
- 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.

SAMPLE

## SCHEDULE "B"

I. PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

a. For the completion of **Schedule "A"**, para I(b), the sum of \$\_\_\_\_\_.

OR

a. For the completion of **Schedule "A"**, para I(c), the sum of \$\_\_\_\_\_.

b. For the completion of **Schedule "A"**, para I(d), the sum of \$\_\_\_\_\_ as an annual fixed fee.

c. For completion of **Schedule "A"**, para I(d), a percentage of \_\_\_\_\_ from RIN revenue is agreed to PROVIDER (if applicable).

II. Additional costs and fees are outlined in proposal submitted by PROVIDER on \_\_\_\_\_, 2016.

III. 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.

## SCHEDULE "C"

- I. In addition to other reports required herein, the PROVIDER shall provide COUNTY with an electronic or paper copy of reports **Schedule "A"**, para. 1(d)(2)(iii), no later than one (1) week prior to submittal with regulatory agencies. The COUNTY shall withhold the sum of \$500.00 due as payment hereunder until such written summary is received.

SAMPLE

**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION FORM**

**PURPOSE**

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

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

**CERTIFICATION**

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

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