



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Public Works, Highway and Transportation Department
Solid Waste Division

RFP NUMBER

#115103

RFP TITLE

**Hazardous Waste Collection, Transport & Disposal from Dane County
Clean Sweep Facility at 7102 US Highways 12 and 18,
Madison, WI 53718**

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **Hazardous Waste Collection, Transport & Disposal from Dane County Clean Sweep Facility**.

DEADLINE FOR RFP SUBMISSIONS

2:00 P.M. Central Time

October 1, 2015

LATE, FAXED, ELECTRONIC MAIL OR UNSIGNED PROPOSALS WILL BE REJECTED

SUBMIT RFP TO THIS ADDRESS

DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY- COUNTY BUILDING
210 MARTIN LUTHER KING JR BLVD
MADISON, WI 53703-3345

SITE VISIT

All vendors who respond to this RFP must schedule a site visit prior to responding. Site visits can be scheduled by calling David Radisewitz at 608-838-3212 on or before September 15, 2015.

SPECIAL INSTRUCTIONS

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and (3) copies of your technical proposal**
- Submit one original and (1) copies of your cost proposal**
- Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD or flash drive**

DIRECT ALL INQUIRES TO

NAME	Pete Patten
TITLE	Purchasing Agent
PHONE #	608-267-3523
FAX #	608/266-4425
EMAIL	Patten.peter@countyofdane.com
WEB SITE	www.danepurchasing.com

DATE RFP ISSUED: August 27, 2015

RFP BLANK REVISED 5/13

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for hazardous waste collection, transport & disposal from the Dane County Clean Sweep program.

The County intends to use the results of this process to award a contract(s) or issuance of purchase order for the product(s) and or services(s) stated above.

The contract resulting from this RFP will be administered by Dane County, Department of Public Works Highways and Transportation.

The contract administrator will be Dave Radisewitz.

This Request for Proposal (RFP) is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

1.2 Scope of the Project

1.2.1 Project Description

The Contractor shall provide all containers and other materials, labor, tools, equipment, expertise, insurance, and permits necessary to classify, sort, containerize, inventory, manifest, label and transport drums, cubic yard boxes, and rolloffs of hazardous and non-hazardous waste and to be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, PCBs, dioxin forming compounds, latex paint, and other hazardous wastes.

Clean Sweep/Dane County and/or Contractor's personnel will pack wastes in accordance with the Contractor's operating procedures, when allowed by State and Federal regulations.

This RFP is for providing services at a facility located at 7102 US Highways 12 and 18 , Madison, Wisconsin 53718. This facility will be open Tuesdays – Fridays from 7:00 a.m. – 2:45 p.m., and Saturdays from 8:00 a.m. – 10:45 p.m.

1.2.2 Objectives

The Contractor shall provide all containers and other materials, labor, tools, equipment, expertise, insurance, and permits necessary to inventory, manifest, label and transport drums or cubic yard boxes of

hazardous waste and latex paint. The Contractor shall be responsible for final disposition of such waste at approved facilities. The Contractor must specify in their proposal any inspection or verification of packaging which they would require.

Clean Sweep/Dane County personnel may bulk containers of latex paint, oil-based paint, halogenated solvents, nonhalogenated solvents, and antifreeze. Each waste category will be bulked separately. County personnel will box paints for recycling in cubic yard boxes and latex paint in 20-cubic yard rolloffs and cubic yard boxes.

The contractor shall provide a shipping trailer with a drip pan to be left on site for Clean Sweep/Dane County personnel to fill with cubic yard boxes and drums until filled for shipment.

1.2.3 Current Operations

Currently, the Dane County Clean Sweep Facility is a collection program for hazardous waste from households very small quantity generators (VSQGs) in Dane County. The site is scheduled to be open from 7:00 a.m. through 2:45 p.m. on Tuesdays through Fridays, and Saturdays from 8:00 a.m. through 10:45 a.m. It received approximately 860,000 pounds of material for packing, transporting and recycling/disposal (hazardous waste and latex paint) for 2014. An electronic copy of the 2014 Dane County Clean Sweep Program Annual Summary report can be found at <http://danedocs.countyofdane.com/webdocs/pdf/cleansweep/2014FinalAnnualReport.pdf>.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

Proposer/vendor means a firm submitting a proposal in response to this RFP.

Contractor means proposer awarded the contract.

1.4 Clarification of the specifications

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately

notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:

**Dane County Purchasing Division
Room 425 City-County Bldg
210 Martin Luther King Jr. Blvd
Madison, WI 53703-3345**

Proposers are prohibited from communicating directly with any employee of Dane County, except as described herein. No County employee or representative other than those individuals listed as County contacts in this RFP is authorized to provide any information or respond to any question or inquiry concerning this RFP.

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at www.danepurchasing.com

It shall be the responsibility of the proposers to regularly monitor the Purchasing Division web site for any such postings. Proposers must acknowledge the receipt / review of any addendum(s) at the bottom of the RFP Cover Page /Signature Affidavit.

Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFP and any supplements or revisions thereof.

1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the 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 a supplement to this RFP and posting such supplement on the Dane County web site at www.danepurchasing.com . There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
August 27, 2015	Date of issue of the RFP
September 18, 2015	Last day for submitting written inquiries (2:00 p.m. Central Time)
September 21, 2015	Supplements or revisions to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
October 1, 2015	Proposals due from vendors
Late October/November 2015	Oral presentation by invited vendors, if needed
November 2015	Notification of intent to award sent to vendors
January 1, 2016	Contract start date

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1.7 Site Visit

All vendors who respond to this RFP must schedule a site visit prior to responding. Site visits can be scheduled by calling David Radisewitz at 608-838-3212 on or before September 15, 2015.

1.8 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for 3 year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for 2 additional 1-year periods.

1.9 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or Wisconsin Relay (711).

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the proposal plus references and any required on-site visits or oral interview presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of Dane County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Dane County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

2.3 Incurring Costs

Dane County is not liable for any cost incurred by proposers in replying to this RFP.

2.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at www.danepurchasing.com, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

Proposals must be received in by the County Purchasing Division by the specified time stated on the cover page. All proposals must be time-stamped in by the Purchasing Division by the stated time. Proposals not so stamped will not be accepted. Proposals received in response to this solicitation will not be returned to the proposers.

All proposals must be packaged, sealed and show the following information on the outside of the package:

- Proposer's name and address
- Request for proposal title
- Request for proposal number
- Proposal due date

2.6 Required Copies

Proposers must submit **an original and the required number of copies** of all materials required for acceptance as instructed on the cover page of the RFP (Special Instructions).

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD or flash drive.**

2.7 Proposal Organization and Format

Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
 - Organizational qualifications
 - Staff qualifications and Facilities
 - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
 - [Attachment A](#) [Signature Affidavit](#)
 - [Attachment B](#) [Vendor Registration Certification](#)
 - [Attachment C](#) [Reference Data Sheet](#)
 - [Attachment D](#) [Designation of Confidential and Proprietary Information](#)
 - [Attachment E](#) [Fair Labor Practices Certification](#)
 - [Attachment F](#) [Vendor Data Sheet](#)
 - [Attachment G](#) [Cost Summary Page](#)
- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

Multiple proposals from a vendor will be permissible, however each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc.

2.9 Oral Presentations and Site Visits

Top ranked selected proposers may be required to make oral interview presentations and/or site visits to supplement their proposals, if requested by the County. The County will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the proposer. Failure of a proposer to conduct a presentation to the County on the date scheduled may result in rejection of the vendor's proposal.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.0). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against

the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

3.3 Right to Reject Proposals and Negotiate Contract Terms

The County reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	30
	a. Organizational Capabilities (Section 4.2)	15
	b. Staff Qualifications (Section 4.3)	15
2.	Technical requirements	50
	a. Waste Disposal (Section 5.1)	20
	b. Waste Characterization (Section 5.2)	15
	c. Insurance (Section 5.3)	15
3.	Cost	<u>20</u>
	TOTAL	100

3.5 Award and Final Offers

The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested, they will be evaluated against the stated criteria, scored and ranked. The award will then be granted to the highest scoring proposer.

3.6 Notification of Intent to Award

As a courtesy, the County may send a notification of award memo to responding vendors at the time of the award.

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

The contractor will be responsible to collect and pack (as needed), ship and recycle/dispose of household and very small quantity generator hazardous waste for the Dane County Clean Sweep Program under the direction of the Hazardous Waste Coordinator. This includes providing appropriate containers, trailers and roll-offs as needed, and personnel to conduct one day collection events in the county. Provide a one page overview of the firm's interest in this project.

4.2 Organization Capabilities

The Contractor Shall Furnish the Following Information:

A description of qualifications, experience, specialized equipment, organization, and resources. Include any experience with programs accepting household hazardous waste, agricultural wastes, very small quantity generator (vsqg) waste, and mobile programs.

A list of at least 5 projects which demonstrate the firms competence to perform work similar to that required on this project. Include a table listing the name of the facility, the contact person with telephone number, the date of work, a description of the work involved including waste volumes and number of events/pick-ups, and the fees for your work.

Provide the name and description of each facility/sub-contractor to be involved in the transfer, treatment, disposal, or storage of these materials, including an EPA identification number, name of contact person, and telephone number including all sub-contractors. All facilities must be licensed and in compliance with all applicable regulations and are subject to approval by Dane County. List any judgments, claims, arbitration proceedings or suits pending or outstanding against each facility or its officers.

Describe the techniques to be used in approaching the project. Describe special response procedures for spill situations and the receipt of any especially dangerous material (such as picric acid, ether, or permanganates).

Describe any techniques to be used for disposal of non-hazardous waste streams such as antifreeze or latex paint.

Evidence of financial stability. Provide the last three audited fiscal statements for your company.

State clearly any limitations you wish to include in the contract and advise of

any conditions that you may have. A copy of the contract boiler plate is included in Appendix A.

Company Profile:

- a. Where is your organization's home office located? What is the location of the office that will be servicing this contract?
- b. Where are your organizations transportation services located?
- c. How many years has your organization been in business as a Contractor?
- d. How many years has your organization been in business under its present name?
- e. Has your organization ever failed to complete any work awarded to it? (if yes please attach details)
- f. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)
- g. Has your organization ever been in business under another name? If yes, please answer the following:
- h. How many years was your organization in business under its previous name?
- i. Did your previous organization ever fail to complete any work awarded to it? (if yes please attach details)
- j. Were there any judgments, claims, arbitration proceedings or suits pending or outstanding against your previous organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)
- k. Waste materials to be packed will consist of at least the following categories: pesticides, flammable liquids, flammable gas, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, reactives, PCB wastes, dangerous-when-wet lab packs, spontaneously combustible lab packs, non-rechargeable lithium batteries, dioxin forming wastes (2-4-5-T and pentachlorophenol), latex paint, oil based paint, and antifreeze. Indicate if any of these waste types cannot be handled by your organization.
- l. Describe your organization's experience conducting one-day satellite HHW collection events.

4.3 Staff Qualifications

The proposer shall provide a list of staff who will be committed to the project with their professional resumes and societal affiliations. Limit resumes to only those personnel who will have major project involvement. Changes in personnel listed here and assigned to the project will not be allowed without permission from Dane County.

4.4 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

4.5 Mandatory Requirements

The following general requirements are mandatory and must be complied with. Provide a narrative response explaining how the vendor will comply with each mandatory requirement.

- 4.5.1 All vendors shall either be an eligible contractor in accordance with the Wisconsin Department of Agriculture Trade and Consumer Protection ATCP 34 or pay annually the maximum allowable DATCP grant to Dane County each January throughout the contract period. For 2015, the DATCP grant amount is \$28,000.

ATCP 34 can be accessed via the internet at
<http://www.legis.state.wi.us/rsb/code/atcp/atcp034.pdf>

- 4.5.2 At minimum the Contractor will accept bulked drums containing either oil-based paint, latex paint, pesticides, pesticide contaminated soils, oxidizers, nonhalogenated solvents, halogenated solvents, or antifreeze. Accept loose packed cubic yard boxes of oil based and latex paint, flammable liquids, flammable gasses, solid pesticides/toxics, liquid pesticides/toxics. Accept loose packed drums of flammable liquids, flammable gasses, flammable solids, solid pesticides/toxics, liquid pesticides/toxics, mercury containing devices, PCB containing ballasts, oxidizers, and mercury amalgam. Accept lab packs of specified materials as generated. Accept rollofs of latex paint cans for recycling and/or disposal.
- 4.5.3 Accept any other appropriate containers of hazardous waste comprised of the materials specified.
- 4.5.4 Containerize materials, which are not packed by Clean Sweep/Dane County personnel, for transport in accordance with all applicable statutes and regulations. Records must be kept to document the number of containers, type of waste material and approximate volume of each container packed into each container.
- 4.5.5 Inventory, manifest, label and transport these materials off-site and be responsible for their final disposition (reuse, reprocessing, fuel blending, treatment, disposal, etc.) in accordance with all applicable statutes and regulations.
- 4.5.6 Provide all safety equipment necessary to effect the proper site

operations, including but not limited to; chemical fire extinguishers, spill containment systems, absorbent materials, ground covers, and personal protective equipment for both County personnel and Contractor personnel.

- 4.5.7 Be able to make pickups every two to four weeks or when notified that containers have accumulated at the Dane County Clean Sweep Facility at 7102 US Highways 12 and 18, Madison, Wisconsin. At a minimum, hazardous wastes will be shipped out on a monthly basis.
- 4.5.8 Be able to provide a shipping trailer (minimum 48 foot) to be left at the Dane County Clean Sweep Facility for accumulation of waste between shipments. This trailer will be picked up by the contractor on the day of shipment and an empty trailer left to accumulate waste for the next shipment (ie. "drop and hook"). The trailers provided shall be lined with drip pans to collect any spills from containers placed on the trailer. Proposers must provide a description, photograph or diagram of the trailer drip pan.
- 4.5.9 Be able to provide a 20-cubic yard rolloff with liner and tarping system for cans latex paint containers between shipments. This rolloff will be picked up by the contractor on the day of shipment and an empty rolloff left to accumulate latex paint for the next shipment. The facility can accommodate two rolloffs at a time.
- 4.5.10 Be able to make occasional pick-ups at off-site locations throughout Dane County when notified. These pick-ups include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
- 4.5.11 Be able to conduct a minimum of two annual satellite collection events at off-site locations throughout Dane County. The Contractor must provide trained and experienced personnel to collect and pack materials. These collection events include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
- 4.5.12 Be licensed to haul and process hazardous waste and be able to perform all of the above hazardous waste activities in compliance with applicable U.S. Environmental Protection Agency, Department Of Transportation, and Wisconsin Department of Natural Resources (WDNR) regulations, and all other applicable regulatory agencies. All facilities involved in the transfer, treatment, disposal, and storage must also be licensed and in compliance.
- 4.5.13 Provide yearly reports tabulating the disposition of all materials accepted as appropriate for WDNR . Reports shall at a minimum include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and

Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists. An additional on-line information system that can be accessed via the world wide web is preferred.

- 4.5.14 Provide copies of all manifests and all other documents to the Hazardous Waste Coordinator within 5 days of the date of waste shipment from the site. Submit a final report within 6 weeks of the date of final waste shipment for the year. Extensions may be granted only with the prior approval of the Hazardous Waste Coordinator.
- 4.5.15 Secure all permits required for work prior to the commencement of work.
- 4.5.16 Comply with all applicable Federal, State, and local codes and regulations.
- 4.5.17 The contractor shall be responsible for the supervision and direction of their workers, and is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract.
- 4.5.18 The Contractor shall repair any and all damages to the buildings, grounds, or equipment of Dane County by their operations or personnel at no expense to Dane County.
- 4.5.19 The Contractor shall implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.
- 4.5.20 The Contractor shall maintain clean and orderly conditions at the work site. The Contractor shall clean up any spills caused by or resulting from their packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner. Upon completion of the work, the work site shall be left in a neat and orderly condition.
- 4.5.21 The Contractor shall conduct waste pickups every two to four weeks as needed, or within 1 week of notification that fifty-five gallon drums, cubic yard boxes, or a full latex paint rolloff, have accumulated at the site. Hazardous wastes must be shipped from the site a minimum of every 30 days. All waste pickups shall be coordinated with Dave Radisewitz (Telephone No. 608 / 838-3212). At a minimum, hazardous wastes will be shipped out on a monthly basis.

5.0 TECHNICAL REQUIREMENTS

5.1 Waste Disposal

1. Dane County's waste shall not be mixed with the waste from any other

facility at any time during the transporting or disposal process.

2. Preference shall be given to the following waste disposal hierarchy:
 - Reuse
 - Reprocessing
 - Fuel Blending
 - Incineration (RCRA B with ash disposal in a Subtitle C landfill only).
3. Proposers must complete Schedule B
4. All facilities must be licensed and in compliance with all applicable regulations. Their use is subject to prior approval by the Hazardous Waste Coordinator. Any facility not on the approved list must obtain written approval by the Hazardous Waste Coordinator. Any costs associated with the approval process, such as site audits and visits (for 2 persons), shall be at the expense of the Contractor. No changes from the specified facilities will be allowed without prior written approval by the Hazardous Waste Coordinator. Facilities used under the contract will be subject to site audits at the contractor's expense during the contract period. Each facility used under this contract may be audited up to one time annually.

5.2 Waste Characterization

1. Hazardous waste materials to be packed may include the following categories (but not limited to): pesticides, flammable liquids, flammable gas, gas cylinders acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, mercury amalgam, reactives, dangerous-when-wet lab packs, spontaneously combustible lab packs, and dioxin forming wastes (2-4-5-T, & pentachlorophenol).

The category of PCB Wastes consists of any hazardous waste contaminated with PCB's, including any ballasts containing PCB's. Waste containing less than 50 ppm of PCB's shall be disposed of at a RCRA facility. Waste containing greater than or equal to 50 ppm of PCB's shall be disposed of at a TSCA facility.

Non-hazardous and/or universal waste materials to be packed may include the following: latex paint,, antifreeze, and absorbent materials from waste oil clean-ups.

5.3 Insurance

- A. Insurance requirements for the duration of the contract:
 1. The Contractor shall procure and maintain during the life of this Contract, the following insurance for the limits stated and shall be primary with Dane County as an additional insured. The types and limits of insurance carried will be included among the evaluation criteria considered by the evaluation committee in making the

Contractor selection.

Category	Minimum Limits
Worker's Compensation & Employer's Liability	\$1,000,000
Commercial General Liability	\$5,000,000 combined single limits per occurrence
Environmental Impairment Liability	\$5,000,000 combined single limits per occurrence or claims made
Commercial Automobile	\$1,000,000 combined single limits per occurrence
Sudden & Accidental PCB Pollution	\$1,000,000 each occurrence, \$5,000,000 aggregate

2. Insurance Certificates must be included as part of the Contractor's proposal packet. Copies of applicable insurance certificates should be enclosed for the TSD facilities listed by the Contractor in Schedule C.
3. The Contractor's insurance policy shall include MCS-90 and CA-9948 endorsements. Copies of these endorsements shall be included as part of the Contractor's proposal packet.
4. Insurance policies shall be endorsed to provide thirty (30) days written notice to Dane County upon cancellation or modification.
5. Upon the request of Dane County, the Contractor shall provide copies of insurance policies in effect during the duration of this contract.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

Proposers must submit an original and the required number of copies of the cost proposal as instructed on the **cover page of the RFP** (Special Instructions).

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form)

The proposal will be scored using a standard quantitative calculation where the most cost criteria points will be awarded to the proposal with the lowest cost.

6.2 Format for Submitting Cost Proposals

6.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 90 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

1. The Contractor shall include in their disposal unit prices the cost for mobilization and demobilization of all labor, tools, and equipment necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials (including any rental, transportation, drop charges, and plastic liners for latex rolloffs and accumulation/transportation trailers left on site) from the Dane County Clean Sweep Facility, at 7102 US Highways 12 and 18, Madison, Wisconsin and possible satellite sites in Dane County.
2. The Contractor shall include in their disposal unit prices the cost for all safety equipment necessary to effect the proper site operations for Contractor personnel, including but not limited to; chemical fire extinguishers, spill containment systems, ground covers, and personal protective equipment for all Contractor personnel.
3. The Contractor shall include in their disposal unit prices the cost for all insurance necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials from the Dane County Clean Sweep Facility, 7102 USH 12 & 18, Madison, Wisconsin or satellite sites in Dane County.
4. The Contractor shall include in their disposal unit prices the cost for all orientation/training required to instruct Dane County personnel on the Contractor's procedures for waste segregation, packaging, bulking, labeling, and site safety.
5. The contractor shall provide separate unit prices for DOT-approved containers and supplies including cubic yards boxes, absorbents and pads, and pallets.
6. Item 1 - Waste Profile, Handling, Transportation and Disposal
 - A. Waste Profile includes all testing, either on-site or laboratory, for any verification of bulked material required by the Contractor.
 - 1) Bulked materials may include latex paints, oil-based paints, halogenated solvents, antifreeze, absorbents from waste oil clean-ups, pesticides, pesticide contaminated soils/debris and nonhalogenated solvents.
 - B. The Contractor shall include in their unit price the cost for all materials, labor, tools, equipment, transportation, and supervision

necessary for any waste profile required by the Contractor.

C. The Contractor shall include in their unit price the cost for all labor, tools, equipment, transportation, insurance, waste analysis of unknowns, and supervision necessary to effect the proper lab packing, labeling, collection, and transport and disposal of the specified materials from the Dane County Clean Sweep Facility, at 7102 US Highways 12 and 18, Madison, Wisconsin, or satellite sites in Dane County.

1) Waste Analysis includes all testing, either on-site or laboratory, for unknowns required by the Contractor. The Contractor should be capable of performing this analysis on-site.

D. All payments shall be based on one of the following unit prices for each waste category listed in the Bid Schedule. 1). Unit price per pound of waste material packed. 2). Unit price per pound of waste material bulked. 3). Unit price per waste container packed. 4). Unit price per roll-off of latex paint.

E. The net weight of each waste category (as listed in the Specifications) shall be determined by weighing each packed container including the weight of the container. Each container shall contain only one waste category.

Payment requests listing each waste category in this item may be submitted upon receipt of completed manifests, for the waste category, by the Hazardous Waste Coordinator (see section G below). Payment will be following approval by the Hazardous Waste Coordinator.

All payment requests shall be submitted by hardcopy original invoice on company letterhead. Handwritten invoices will not be accepted. Invoices must be submitted in duplicate and must, at a minimum, include the following: contractor name, unique invoice number, invoice date, shipment pick-up date, WDNR/EPA manifest number, waste description, unit price (in format as submitted in RFP; i.e.: container or pound), unit, number of units billed, number of containers billed (regardless of unit price), price per line item, total price, and actual payment amount due. Each wastestream picked-up shall be listed as a separate line item. Each pick-up date shall be listed on a separate invoice

7. Item 3 - Disposal

All payments shall be based on one of the following unit prices for each waste category listed in the Bid Schedule. 1). Unit price per pound of waste material packed. 2). Unit price per pound of waste material bulked. 3). Unit price per waste container packed 4). Unit price per roll-off of latex paint.

8. Item 5 – Contract Period and Price Adjustments

A. The Contract and Specifications, shall be in effect for the date of contract in within the 2015, 2017, and 2018 calendar years.

- B. Adjustments for 2019 and 2020 contract prices shall be based on the percentage change in the annual Consumer Price Index for all items for Midwest urban consumers.
- C. The contract may be renewed for the at the date of contract during calendar years 2019 and 2020 by mutual agreement of contracting parties, with pricing based upon the CPI increase as noted in #2.
- D. Dane County reserves the right to terminate the contract upon thirty (30) days notice in writing if, in the opinion of the Dane County Public Works Department, the work performed under the contract is not satisfactory.

7.2 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2015 is \$11.47 and for 2016 is \$11.66. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm

7.3 Domestic Partner Equal Benefits Requirement

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

7.4 Local Purchasing Ordinance

Under County ordinances, a Local Vendor is defined as a supplier or provider of equipment, materials, supplies or services that has an established place of business within the County of Dane. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor.

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to

Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

7.5 Dane County Sustainability Principles

On October 18, 2012, the Dane County Board of Supervisors adopted Resolution 103, 2012-2013 establishing the following sustainability principles for the county:

- Reduce and eventually eliminate Dane County government's contribution to fossil fuel dependence and to wasteful use of scarce metals and minerals;
- Reduce and eventually eliminate Dane County government's contribution to dependence upon persistent chemicals and wasteful use of synthetic substances;
- Reduce and eventually eliminate Dane County government's contribution to encroachment upon nature and harm to life-sustaining ecosystems (e.g., land, water, wildlife, forest, soil, ecosystems); and
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

7.6 COD Packets

COD packets shall contain the actual certificate of disposal/recycling (COD/R) of the waste stream, and a copy of the manifest with the waste stream listed. The packet must clearly show that the COD/R is for the wastestream that is listed on the manifest. The Hazardous Waste Coordinator must be able to track the waste from pick-up through final destruction/recycling at the endsite.

8.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 2.0. Blank forms are attached.

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Vendor Data Sheet
Attachment G	Cost Summary Page
Attachment H	Disposal Method and Facilities Declaration

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:	
----------------------	--

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print

Date

Addendums -This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum #_____ Addendum #_____ Addendum #_____ Addendum #_____

VENDOR REGISTRATION CERTIFICATION

Per Dane County Ordinance, Section 62.15, "Any person desiring to bid on any county contract must register with the purchasing manager and pay an annual registration fee of \$20."

Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award. Your bid/proposal may not be evaluated for failure to comply with this provision.

Complete a registration form online by visiting our web site at www.danepurchasing.com. You will be prompted to create a username and a password and you will receive a confirmation message, then log back in and complete the registration. Once your registration is complete you will receive a second confirmation. Retain your user name and password for ease of re-registration in future years.

Payment may be made via credit card on-line or by check in the mail or in person at the Purchasing Division office. If paying by check make check payable to Dane County Treasurer and indicate your federal identification number (FIN) on the subject line.

CERTIFICATION

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

- This firm is a paid, registered vendor with Dane County in accordance with the bid terms and conditions.

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

REFERENCE DATA SHEET	
Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	EMAIL:
PHONE #:	FAX #:
Product(s) and/or Service(s) Used:	

Designation of Confidential and Proprietary Information		
<p>The attached material submitted in response to this Proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. Attach additional sheets if needed.</p>		
Section	Page Number	Topic

Check mark : This firm is not designating any information as proprietary and confidential which qualifies as trade secret.

Prices always become public information when proposals are opened, and therefore cannot be designated as confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(80)(1)(c) Wis. State Statutes, as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

In the event the Designation of Confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agree to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Title

Name (type or print)

Date

**FAIR LABOR PRACTICES CERTIFICATION
Dane County Ordinance 25.11(28)**

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

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

That PROPOSER, BIDDER OR APPLICANT 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 date this Certification is signed.

_____ 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 date this Certification is signed

Date Signed: _____

Officer or Authorized Agent

Business Name

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

For Reference Dane County Ord. 28.11 (28) 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 you have been found by the NLRB or WERC to have such a violation, you must include a copy of any relevant information regarding such violation with your proposal, bid or application.

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

This address will be used to determine local purchasing preference and the mailing address where County purchase orders/contracts will be mailed:

1. Company Name:

ADDRESS:

CITY:	COUNTY:
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STATE:	ZIP+4:
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TEL:	TOLL FREE TEL:	FAX:
------	----------------	------

2. Contact person in the event there are questions about your bid/proposal

NAME	TITLE:
------	--------

TEL	TOLL FREE TEL
-----	---------------

FAX	E-MAIL
-----	--------

3. Local Vendor:

Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?

No – continue on to the next page

Yes – complete the remainder of this form

Indicate if your firm/company has an established place of business located in any of the following Wisconsin Counties. An established place of business means a physical office, plant or other facility. A post office box address does not qualify a vendor as a Local Vendor. DCO 25.04(7h)

Select one:

We are claiming a preference as a Dane County Business

Dane County

We are claiming a preference as a business located in a county adjacent to Dane County

<input type="checkbox"/> Columbia County	<input type="checkbox"/> Dodge County	<input type="checkbox"/> Green County	<input type="checkbox"/> Iowa County
<input type="checkbox"/> Jefferson County	<input type="checkbox"/> Rock County	<input type="checkbox"/> Sauk County	

REVISED 9/12

COST / FINANCIAL PROPOSAL

NAME OF FIRM:

We (I) propose to pack (as required) and transport from the Dane County Clean Sweep Facility at 7102 US Highways 12 & 18, in Madison, Wisconsin, or satellite collection sites, containers of hazardous wastes listed in this RFP proposal; to see that such materials are used, recycled, or disposed of in accordance with WDNR and EPA regulations; and to furnish the labor, equipment, tools, expertise, insurance, and permits required to complete the work.

All work shall be completed for the unit prices stated in Schedule A with materials processed at the sites designated in Schedule B, included in this proposal. Schedule A shall apply where the entire scope of work is awarded in a single contract and shall also apply where the scope of work is split into multiple contracts. All primary disposal facilities shall be stated in Schedule B of this proposal.

Quantities listed on the is form are estimates based on a normal 12 month program season. These quantities are estimates for planning purposes only and are not guaranteed.

AWARD OF RFP TO BE BASED ON THE PROPOSED COST, WITH CONSIDERATION GIVEN TO DISPOSAL SITES, QUALITY OF SERVICE, AND OVERALL RESPONSIVENESS.

Combined Bid (All Waste Materials) Unit Prices

ITEM NUMBER	UNIT PRICE	ESTIMATED ANNUAL QUANTITIES	TOTAL COST	PROPOSED PACKAGING
1. Laboratory Analyses and Testing				
TCLP without pesticides and herbicides	\$ /test	2 tests	\$	N/A
RCRA metals	\$ /test	2 tests	\$	N/A
Full waste characterization	\$ /test	2 tests	\$	N/A
PCB screen	\$ /test	4 tests	\$	N/A
2. Handling, Transport and Disposal				
Latex Paint (bulked)	\$ /drum	5 55-gal. drums	\$	
Latex Paint (c.y. box)	\$ /box	0 boxes	\$	
Latex Paint (rolloff for recycling)	\$ /rolloff	22 20-CY rollofs	\$	
Oil-Based Paint (bulked)	\$ /drum	5 55-gal. drums	\$	
Oil-Based Paint (c.y. box)	\$ /box	120 boxes	\$	
Nonhalogenated Solvent	\$ /drum	90 55-gal.drums	\$	

Halogenated Solvents	\$ /drum	2 55-gal. drums	\$	
Flammable Liquids loose pack (not bulked)	\$ /lb.	46,000 lbs.	\$	
Flammable Gas (aerosol) loose pack	\$ /lb.	16,000 lbs.	\$	
Acids loose/labpacks	\$ /drum	20 55-gal. drums	\$	
Alkalines loose/labpack	\$ /drum	10 55-gal. drums	\$	
Toxics liquids loose/labpack	\$ /lb.	18,000 lbs.	\$	
Toxic solids loose/labpack	\$ /lb.	12,000 lbs.	\$	
Oxidizers loose/labpack	\$ /lb.	1,200 lbs.	\$	
Flammable Solids labpack	\$ /drum	2 15-gal. drum	\$	
Spontaneously Combustible labpack	\$ /drum	2 5-gal. drum	\$	
Dangerous When Wet labpack	\$ /drum	2 5-gal. drum	\$	
Organic Peroxides labpack	\$ /drum	2 5-gal. drum	\$	
Mercury Devices/Debris loosepack	\$ /lb.	500 lbs.	\$	
Mercury Amalgam loosepack	\$ /lb.	120 lbs.	\$	
Mercury Compounds labpack	\$ /drum	4 5-gal. drum	\$	
PCB Contaminated Liquid	\$ /lb.	1 drum	\$	
PCB Containing Devices	\$ /lb.	1,300 lbs.	\$	
Antifreeze	\$ /lb.	8,000 lbs	\$	
Lithium Batteries	\$ /lb.	50 lbs.	\$	
Diesel Debris	\$ /lb.	200 lbs.	\$	
Pesticide/Herbicide contaminated Sludge/Soil	\$ /lb.	1,000 lbs.	\$	
Empty Steel Drums	\$ /drum	5 55-gal. drums	\$	
Bulked Pesticide/herbicide	\$ /lb.	1,000 lbs.	\$	
Dioxin Wastes	\$ /lb.	200 lbs.	\$	
Waste Not Otherwise Specified (incineration)	\$ /lb.	1,000 lbs.		
Waste Not Otherwise Specified (pumpable)	\$ /drum	10 55-gal. drums	\$	

for fuel blending)				
Non-controlled pharmaceuticals	\$ /drum	6 55-gal. drums		
*Controlled pharmaceuticals (Optional Item)	\$ /drum	0 5-gal. drums		
**Absorbents from waste oil clean-ups	\$ / drum	0 55-gal.drums		
2. Satellite Event Mobilization, Staffing, Waste Packing, and Transport				
Provide 5 base staff and conduct a satellite collection event within Dane County	\$ ea.	1 per year (Assume 200 customers per 4 hr event)	\$	N/A
Provide the costs to add (or subtract) a staff person for the event	\$ ea.	1 per year (Assume 200 customers per 4 hr event)	\$	N/A
3. Supplies and DOT-approved Containers				
5-gallon plastic container	\$ ea.	50 ea.	\$	N/A
15-gallon plastic/fiber container	\$ ea.	5 ea.	\$	N/A
30-gallon plastic/fiber container	\$ ea.	50 ea.	\$	N/A
55-gallon plastic container	\$ ea.	110 ea.	\$	N/A
55-gallon steel container	\$ ea.	80 ea.	\$	N/A
85-gallon steel overpack container	\$ ea.	1 ea.	\$	N/A
Cubic yard cardboard box with plastic liner	\$ ea.	40 ea.	\$	N/A
Vermiculite packing material	\$ /pk. or bag	30 ea.	\$	N/A
Clay oil absorbent material (Oil Dry or equivalent)	\$ /pk. or bag	10 ea.	\$	N/A
Pallets	\$ /ea.	300 ea.	\$	N/A
Total			\$	

- * Controlled substances do not include Schedule 1 drugs. Local law enforcement will be provided to escort the materials for the witness burn. Include costs for any witness burn fees for one trip to the incinerator. **This is an optional line item.**
- ** Absorbents from waste oil clean-ups must be recycled in accordance with Wisconsin Act 86, which prohibits disposal of used oil filters and oil absorbent materials in a solid waste disposal facility, amends Chapter 287 and takes effect on January 1, 2011. The amendment adds used oil filters and oil absorbent materials to the list of items banned from land disposal (ch.287.07(4m)).

Disposal Method and Facilities Declaration

A disposal facility must be specified for each waste category. Their use is subject to prior approval by the Hazardous Waste Coordinator, refer to the list of pre-approved facilities in Attachment H. No changes from the facilities specified in this schedule will be allowed without prior approval by the Hazardous Waste Coordinator.

Waste Category	Recycling / Disposal Method	Primary Facility Name	Secondary Facility Name
Latex Paint (bulked)			
Latex Paint (c.y.box)			
Latex Paint (rolloff-recycling)			
Latex Paint (rolloff –fuel blending)			
Oil-Based Paint (bulked)			
Oil-Based Paint (c.y.box)			
Nonhalogenated Solvent			
Halogenated Solvent			
Flammable Liquids			
Flammable Gas			
Acids			
Alkalines			
Toxic Liquid			
Toxic Solids			
Oxidizers			
Flammable Solids			
Spontaneously Combustible			
Dangerous When Wet			
Organic Peroxides			
Metallic Mercury			
Mercury Devices/Debris			
Mercury Amalgam			
Mercury Compounds			

PCB Contaminated Liquid			
PCB Containing Devices			
Compressed Gas Cylinders			
Antifreeze			
Lithium Batteries			
Diesel Debris			
Pesticide/Herbicide contaminated Sludge/Soil			
Empty Steel Drums			
Dioxin Waste			
Controlled Pharmaceuticals for witness burn (OPTIONAL)			

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

1.0 **APPLICABILITY:** The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.

1.1 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.

1.2 **DEFINITIONS:** As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

2.0 **SPECIFICATIONS:** The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.

3.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.

4.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

5.0 **QUANTITIES:** The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

6.0 **DELIVERY:** Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.

7.0 **PRICING:** Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the

contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

8.0 **ACCEPTANCE-REJECTION:** Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.

8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.

10.0 **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.

11.0 **PAYMENT TERMS AND INVOICING:** Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

11.1 **NO WAIVER OF DEFAULT:** 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 the Agreement or a waiver of any default of the successful vendor, 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.

12.0 TAXES: The County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued tax exempt number ES41279 to Dane County.

12.1 The County is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The County is exempt from Wisconsin sales or use tax on these purchases. The County may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

14.0 APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Dane County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

15.0 ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of Dane County.

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, 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. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

16.1 Vendors who have twenty (20) or more employees and a contract of twenty thousand dollars (\$20,000) or more must submit a written affirmative action plan to the County's Contract Compliance Officer within fifteen (15) working days of the effective date of the contract. The County may elect to accept a copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment,

notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

16.3 Failure to comply with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

16.4 The vendor agrees to furnish all information and reports required by Dane County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D.C. Ords. and the provisions of this Agreement.

16.5 *Americans with Disabilities Act:* The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

17.0 PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the County were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the County (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

18.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the County must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

18.1 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided in paragraph 27.0.

20.0 INDEMNIFICATION & INSURANCE.

20.1. 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.

20.2. 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.

20.2.1. 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 list DANE COUNTY as an Additional Insured.

20.2.2. 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.

20.2.3. 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.

20.2.4. Workers' Compensation.

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

20.2.5. 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.

20.3. 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.

20.4. 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.

21.0 CANCELLATION: County reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve County of its responsibility to pay for services or goods provided or furnished to County prior to the effective date of termination.

22.0 PUBLIC RECORDS ACCESS: It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Dane County Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices

and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.

22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.

23.0 **RECYCLED MATERIALS:** Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.

24.0 **PROMOTIONAL ADVERTISING:** Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

25.0 **ANTITRUST ASSIGNMENT:** The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

26.0 **RECORDKEEPING AND RECORD RETENTION-PUBLIC WORKS CONTRACTS:** The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, materialmen and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The County shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit,

review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

27.0 **LIVING WAGE REQUIREMENT:** The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.015, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County 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 vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

27.02 Bidders are exempt from the requirement of this section if:

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder 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;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 **COMPLIANCE WITH FAIR LABOR STANDARDS.** 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 within the seven years prior to entering this Agreement. 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.

27.04 PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).

27.05 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."

PREAPPROVED DISPOSAL FACILITIES

- Advanced Disposal
- Amazon Environmental
- Veolia Environmental Services – Menomonie Falls, WI
- Veolia Environmental Services – Sauget, IL
- Veolia Environmental Services – Port Washington, WI
- Veolia Environmental Services – Port Arthur, TX
- Veolia Environmental Services – Phoenix, AZ
- Green America Recycling – Hannibal, MO
- Safety Kleen Systems – Madison, WI
- Essroc Cement Corp – Logansport IN
- Evoqua Water (formerly Siemens Water Technologies)
- All Safe, Inc.
- EMCO Chemical Distributors
- Stalex – Canada
- EQ – Belleville, MI
- Lone Star – Greencastle, IN

Sites not on this list may be proposed for this contract. Audit information and possible site visits will be required (as requested by Dane County on a case by case basis) for sites not on the approved site list, and will be subject to approval by Dane County.