



REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

RFP NUMBER	#118062
RFP TITLE	Offtake Of Renewable Natural Gas (RNG) From Landfill Biogas For Transportation Fuel
RFP DEADLINE	July 18, 2018 2:00 p.m. (CST) Late, faxed, electronic mail or unsigned proposals will be rejected.
SUBMIT PROPOSAL TO THIS ADDRESS	CITY COUNTY BUILDING DANE COUNTY PURCHASING DIVISION 210 MARTIN LUTHER KING JR BLVD ROOM 425 MADISON, WI 53703-3345
DIRECT ALL INQUIRES TO	NAME Carolyn A. Clow
	TITLE Purchasing Agent
	PHONE # 608-266-4966
	EMAIL Clow.carolyn@countyofdane.com
	WEB SITE www.danepurchasing.com
DATE BID ISSUED: June 5, 2018	

PROPOSAL SUBMISSION CHECKLIST

# of Proposals	Proposal Delivery
<input type="checkbox"/> (1) original <input type="checkbox"/> (5) copies <input type="checkbox"/> (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive <input type="checkbox"/> Up-to-date Vendor Registration	<input type="checkbox"/> Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time

PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY ADMINISTRATION STAFF MEMBER

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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 to provide renewable natural gas offtake services to demonstrate end use as transportation fuel for the Dane County Public Works, Highway and Transportation Department, Solid Waste Division according to the specifications set forth within this document.

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

The Dane County Purchasing Division is the sole point of contact for questions and issues that may arise during the RFP process.

1.2 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** (Section 1.5).

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.

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.

1.3 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 608/266-4941 (TTY).

1.4 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 [website](#).

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 Vendor Information Page.

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

1.5 Calendar of Events

SECTION 1 – GENERAL INFORMATION

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 an addendum to this RFP and posting such addendum on the Dane County [website](#). There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
June 5, 2018	RFP Issued
June 19, 2018, 2:00 p.m. CST	Last day to submit 1 st round written inquiries
June 22, 2018	Addendums or supplements to the RFP for 1 st round written inquiries posted on the Purchasing Division website
June 28, 2018, 2:00pm CST	Last day to submit 2 nd round written inquiries
July 2, 2018	Addendums or supplements to the RFP for 2 nd round written inquiries posted on the Purchasing Division website
July 18, 2018, 2:00 p.m. CST	Proposals due
Late July/ Early August 2018	Potential interviews with invited vendors
Mid-August 2018	Notification of intent to award sent to vendors
Late August 2018	Contract negotiations and agreement reviews begin
November 2018	Agreement execution
Mid-November 2018	End-use contracts provided to County
December 31, 2018	Substantial completion of the facility
March 2019	RFS registration approval
June 2019	LCFS pathway certified

1.6 **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 until completion of the project.

1.7 **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.

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

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

1.8 **Multiple Proposals**

SECTION 1 – GENERAL INFORMATION

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.

1.9 **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.

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 saved on a Flash Drive.**

1.10 **Proposal Organization and Format**

Proposals should be organized to comply with the section numbers and names as shown in Section 4.0: Proposal Preparation Requirements.

1.11 **Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B “Designation of Confidential and Proprietary Information”. 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.

1.12 **Cooperative Purchasing**

Participating in cooperative purchasing gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A “municipality” is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (20), Wis. Stats.

On the Vendor Information page, you will have the opportunity to participate in allowing other municipalities to piggyback this bid. Participation is not mandatory. A vendor’s decision on participating in this service has no effect on awarding the bid.

Dane County is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

1.13 **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 [website](#). Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

1.14 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.

Vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

1.15 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);
- Reduce and eventually eliminate Dane County government's contribution to conditions that undermine people's ability to meet their basic human needs.

1.16 Fair Labor Practice Certification

Dane County Ord. 25.09 (1) 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.

Additional information can be found using the following links: www.nlrb.gov and <http://werc.wi.gov>.

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. 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.

2.2 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.

2.3 Oral Presentations/Interview

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.

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Proposal Requirements	Percent
Organization Capabilities & Staff Qualifications (Section 4.3 & 4.4)	10%
Ancillary Services (Section 4.6)	10%
Compliance History (Section 4.7)	10%
Creditworthiness (Section 4.8)	10%
Cost	Percent
Cost (Section 4)	60%
Total	100%

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.5 **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.

2.6 **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.

2.7 **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.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP:

County means Dane County.

Offtake means use of natural gas or renewable natural gas as transportation fuel in the form of CNG or LNG.

Renewable Fuel Standard (RFS) refers to the federal renewable fuels program.

Clean Fuels Program (CFP) refers to the renewable fuels program in Oregon.

Low Carbon Fuel Standard (LCFS) refers to the renewable fuels program in California.

Gas marketing means marketing the physical gas that is injected into the pipeline to natural gas customers, including gas scheduling; storage and imbalance management, and real time gas flow management.

Gas Storage means storage of RNG that is generated while waiting for agency approvals or for monthly reconciliations, to ensure all possible credits are acquired.

County agency means Department /Division utilizing the service or product.

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

Offtake service partner means proposer awarded the contract.

Dane County Purchasing website: www.danepurchasing.com

Fair Labor Practices websites: www.nlr.gov and <http://werc.wi.gov>

3.2 Scope of Services/Specification Overview

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the offtake of renewable natural gas (RNG) from landfill biogas for the purpose of being used as transportation fuel in order to receive renewable fuel credits under the Renewable Fuel Standard (RFS) and other incentive programs, such as California's Low Carbon Fuel Standard (LCFS) or Oregon's Clean Fuels Program (CFP). In order to generate credits under these programs, a production of RNG must be physically or virtually sold as compressed natural gas (CNG) or liquefied natural gas (LNG) and used as transportation fuel. Therefore, "offtake", in the context of this document, is use of natural gas as transportation fuel in the form of CNG or LNG and an "offtake service partner" is someone who can provide Dane County contracts demonstrating end use of the RNG as transportation fuel.

Additionally, the County will consider offtake options in non-transportation markets and compare the cost proposals with offtake in transportation. The County is interested in an initial three (3) year contract term with options to extend after the initial term.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

The County plans to manage all compliance requirements related to renewable fuel credit generation and transaction wherever possible, such as being the registered party under the RFS and LCFS and selling the credits to obligated parties. Under this structure, the County will provide a revenue share back to the offtake service partner based on a percentage of the sales. However, the County will review alternate offtake structures, such as the offtake service partner generating and transacting credits and providing a revenue share back to the County.

Project Description

The County is currently constructing a landfill gas upgrading facility to produce pipeline-quality renewable natural gas. The landfill currently generates 1,500-1,800 scfm of biogas with projections to reach 2,500 scfm in 2030. The project is expected to produce and inject on average, approximately 1,200 MMBtu/day (432,000 MMBtu per year) with an average annual increase of approximately 3% to 2030. The County will register the project with USEPA and CARB, be the RFS Renewable Identification Number (RIN) generator and LCFS credit generator, generate D3 RINs and LCFS credits, manage and oversee compliance, and will own the LCFS/CFP and RFS pathways. The County will sell D3 RINs and LCFS credits directly to obligated parties but will review alternative structures, such as the offtake service partner managing credit sales and providing a revenue share back to the County. The County will pay a revenue share back to the offtake service partner. The County will maintain the right to up to 3% of the annual produced RNG for local use. The project is expected to be operational in first quarter of 2019. Registration under the RFS program is expected by March 31, 2019 and the LCFS pathway certification is expected July 31, 2019. Dates are subject to change based on regulatory approvals.

Objectives

The objective of this project is to procure an offtake service provider, preferably with experience working with the RFS and/or California LCFS and Oregon CFP for the RNG produced by the County to be used as transportation fuel. The offtake service partner will be responsible to provide the County and the County's Quality Assurance Program (QAP) provider with ongoing monthly documentation showing contracts with end users that match or exceed the County's RNG production volume.

Ancillary Services

The County is also interested in the offtake service partner's ability to provide other ancillary services, such as:

- 1) ability to store gas,
- 2) market the physical gas injected into the pipeline to natural gas customers, or
- 3) sell credits to obligated parties.

If the offtake service partner can deliver these additional services cost effectively they may be selected by the County to provide some or all of these additional services, as well. All ancillary services in the bid should be listed separately and it should be noted whether the cost of providing the ancillary service is included in the cost of providing offtake or if it is an additional cost. If it is an additional cost, the cost for each ancillary service must be listed separately or as a bundle. Bidders can list other ancillary services not listed above, if they believe it adds critical value to the project.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Responsibilities by Party

Dane County will provide the following services:

- 1) Facility registration with USEPA, California ARB including CAGREET modeling, and Oregon DEQ
- 2) Credit generation, management, reporting, and compliance
- 3) Participation in a Quality Assurance Program (QAP) to generate Q-RINs
- 4) Credit sales to obligated parties. County is open to offtake service partner completing this task depending on cost of services.
- 5) Payments to offtake services partner for offtake services.

Offtake service partner to provide the following services:

- 1) Contracts with end users, vehicle fleets, or compressed natural gas dispensing stations demonstrating virtual delivery and use of the County generated RNG as transportation fuel. The County expects partner to match an average annual RNG production increase of approximately 3% per year with end use for the duration of the contract period. The County will act as the RIN generator and must have copies of all offtake contracts and CNG station locations to use for RFS registration with USEPA.
- 2) Provide contract details, such as locations of fueling stations, site access, volumes consumed, affidavits from end users, etc. to the County for use in RFS, LCFS, and CFP project registrations.
- 3) Provide monthly meter readings and contracts or affidavits to the County and/or County's QAP provider for compliance purposes.
- 4) Other ancillary services such as gas storage during the project registration phase, marketing of the physical natural gas commodity, and RIN sales to obligated parties, if deemed cost-effective by the County.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Accordingly, graphics, tables and charts are encouraged, but the page limitations shall include these as well. Hardcopies shall be bound in an 8½” x 11” format, but 11”x17” pages for graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 [Required Form – Attachment A – Vendor Information](#)

4.2 **Table of Contents**

Provide a table of contents that, at a minimum, includes all of the sections as identified below. Listings of sub-sections and graphics/tables also may be included. Section dividers are permitted.

4.3 **Tab 1: Organization Capabilities**

Provide a detailed description of company history including experience providing these services, types of services offered, technical details that make the firm uniquely qualified for this work, detailed list of projects in similar size/scope, experience with offtake in California or Oregon, and other relevant information to this project.

4.4 **Tab 2: Staff Qualifications**

Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project.

4.5 **Tab 3: 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.

4.6 **Tab 4: Ancillary Services**

Proposer shall outline other ancillary services the entity could provide which may provide value to the County. At a minimum, Proposer should address if Proposer can provide physical RNG storage, marketing services for the physical natural gas commodity, and RIN sales to obligated parties and the approximately costs for completing these services. Provide the company's ability, experience, and estimated cost of services to provide the following ancillary services: credit sales to Obligated Parties, gas marketing services to manage the physical natural gas commodity, gas storage, and any other services which would benefit the County.

4.7 **Tab 5: Approach to Compliance Management**

Proposer is required to submit a narrative of the Proposer's approach to compliance management. Proposer should also detail any historical compliance issues and the measures taken to resolve the issue(s).

4.8 **Tab 6: Creditworthiness**

Proposer should submit documentation demonstrating entity's creditworthiness in the form of an S&P rating, letter from a bank, or other documentation.

4.9 [Required Form – Attachment B – Designation of Proprietary Information](#)

5.0 COST PROPOSAL

5.1 **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). Identify the cost of services, in a percentage of credit revenues, or as a flat fee, for RNG offtake services assuming the County sells credits directly to Obligated Parties. If multiple credits (such as RINs and LCFS) are generated, list the fees for each revenue stream separately.

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the written proposal. (Refer to Cost Proposal Form). Proposer may also submit additional cost information, if necessary, in Proposer’s own format.

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.

5.2 **Format for Submitting Cost Proposals**

See Required Form – Attachment C – Cost Proposal

5.3 **Fixed Price Period**

All prices, costs, and conditions outlined in the proposal shall remain fixed for 180 days.

VENDOR INFORMATION	
VENDOR NAME:	

Vendor Information (address below will be used to confirm Local Vendor Preference)			
Address			
City		County	
State		Zip+4	
Vendor Rep. Name		Title	
Email		Telephone	
Dane County Vendor #		Date Last Paid	

Fair Labor Practice Certification (check only 1)	
<input type="checkbox"/>	Vendor has 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 bid submission is signed.
<input type="checkbox"/>	Vendor has 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 bid submission is signed.

Local Vendor Purchasing Preference	
Are you claiming a local purchasing preference under DCO 25.08(7)?	<input type="checkbox"/> No <input type="checkbox"/> Yes (complete remainder of this section)
Preference as a Dane County Business:	<input type="checkbox"/> Dane
Preference as a business located in a county adjacent to Dane County:	<input type="checkbox"/> Columbia <input type="checkbox"/> Sauk <input type="checkbox"/> Iowa <input type="checkbox"/> Green <input type="checkbox"/> Dodge <input type="checkbox"/> Rock <input type="checkbox"/> Jefferson

Cooperative Purchasing	
<input type="checkbox"/>	I <u>agree</u> to furnish the commodities or services of this bid to other municipalities.
<input type="checkbox"/>	I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities.

Addendums – this vendor hereby acknowledges receipt/review of the following addendums, if any.				
Addendum #1 <input type="checkbox"/>	Addendum #2 <input type="checkbox"/>	Addendum #3 <input type="checkbox"/>	Addendum #4 <input type="checkbox"/>	None <input type="checkbox"/>

Signature Affidavit			
<p>In signing this bid, we 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.</p>			
Signature		Title	
Name (Printed)		Date	

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
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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.

Section	Page #	Topic

Proposer 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, proposer 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

COST/FINANCIAL PROPOSAL	
VENDOR NAME:	

Description: Offtake services for RNG from landfill gas to show use as transportation fuel to participate in the Renewable Fuel Standard (RFS) and California LCFS or Oregon CFP. Vendor to attach additional information as necessary.

Cost:

Base Proposal 1 - Renewable Fuel Standard/RIN Cost:

Cost of providing offtake services to participate in the Renewable Fuel Standard to generate RINs is _____% of RIN revenue at a recognized indexed price. The County will sell RINs directly to Obligated Parties and will provide a percentage of revenue back to Offtake Service Partner. Offtake Service Partner will be responsible for working with the County and the County’s QAP provider to provide ongoing documents to demonstrate use of RNG as transportation fuel.

Base Proposal 2 - California LCFS or Oregon CFP Cost:

Cost of providing offtake services to participate in the California Low Carbon Fuel Standard to generate LCFS credits or in the Oregon Clean Fuels Program to produce CFP credits is _____% of LCFS/CFP credit revenue at a recognized indexed price. The County will sell LCFS directly to Obligated Parties and will provide a percentage of revenue back to offtake service partner. Offtake service partner will be responsible for working with the County and the County’s QAP provider to provide ongoing documents to demonstrate use of RNG as transportation fuel. If Offtake Service Provider is not proposing offtake in California, please list “N/A”.

Ancillary Services:

Can Offtake Service Partner provide the following services (Y/N)?

RNG Storage Cost	Physical Gas Marketing	RIN Sales to Obligated Parties

Approximate cost of services:

RNG Storage Cost	Physical Gas Marketing Cost	RIN Sales Cost
		*See below

*Offtake Service Partner will share _____% of RFS RIN revenue and _____% of LCFS credit revenue back to Dane County. Under this scenario, Offtake Service Provider will be responsible for credit sales to Obligated Parties. Offtake Service Provider will be responsible for working with the County and the County’s QAP provider to provide ongoing documents to demonstrate use of RNG as transportation fuel.

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 03/2018

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 in writing, 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 Purchasing Division 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 bidder 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

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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.

20.0 INDEMNIFICATION & INSURANCE.

20.1. Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards,

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commissions and representatives may sustain, incur or be required to pay by reason of vendor 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 vendor 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, vendor shall, at vendor'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, vendor agrees to preserve County's subrogation rights in all such matters that may arise that are covered by vendor's insurance. Neither these requirements nor the County's review or acceptance of vendor's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the vendor 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.

Vendor 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 vendors 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.

Vendor agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. Vendor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event vendor does not own automobiles, vendor 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

Vendor 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.

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

20.2.5. Umbrella or Excess Liability.

Vendor 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. Vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, vendor 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 vendor'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, vendor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. Vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that vendor 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 vendor or County may invoke the tail option on behalf of the other party and that the extended reporting period premium shall be paid by vendor. 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 vendor and shall cooperate with vendor's attorneys in the defense of the action, suit or other proceeding. Vendor shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor. In case of any sublet of work under this Agreement, vendor shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of vendor.

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

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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-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.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, vendor shall report to the Controller, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that vendor 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 Controller results in a final determination that the matter adversely affects vendor's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

27.04 VENDOR may appeal any adverse finding by the Controller as set forth in sec. 25.08(20)(c) through (e).

27.05 VENDOR 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"