



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
Purchasing Division  
County of Dane, Wisconsin

<b>COUNTY DEPT</b>	<b>Dane County Regional Airport</b>
<b>RFP NUMBER</b>	<b>118029</b>
<b>RFP TITLE</b>	<b>Photovoltaic Installation at Dane County Airport</b>
<b>PURPOSE</b>	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a photovoltaic installation at Dane County Airport.
<b>DEADLINE FOR RFP SUBMISSIONS</b>	<b>2:00 P.M. Central Time May 15, 2018</b> Late, faxed, electronic mail or unsigned proposals will be rejected.
<b>SUBMIT RFP TO THIS ADDRESS</b>	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345
<b>VENDOR CONFERENCE/ SITE VISIT</b>	<b>April 3, 2018 10:00AM</b> <b>Dane County Regional Airport</b> <b>Conference Room 1 Located in the North End of the Airport</b> <b>Terminal Near the Baggage Claim Area</b> <b>4000 International Lane</b> <b>Madison, WI</b>
<b>SPECIAL INSTRUCTIONS</b>	<ul style="list-style-type: none"><li><input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number.</li><li><input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal.</li></ul> <hr/> <ul style="list-style-type: none"><li><input type="checkbox"/> Submit (1) original and (8) copies of your Proposal.</li><li><input type="checkbox"/> Submit (1) complete electronic copy of your complete Proposal in Microsoft Word or PDF format on a flash drive.</li></ul> <p><b>*Sealed proposals must be date/time stamped by a Dane County Administration staff member upon receipt.</b></p>
<b>PLEASE DIRECT ALL INQUIRES TO (EMAIL IS PREFERRED)</b>	<b>NAME</b>   Megan Rogan
	<b>TITLE</b>   Purchasing Agent
	<b>PHONE #</b>   608-283-1487
	<b>FAX #</b>   608-266-4425
	<b>EMAIL</b>   <a href="mailto:rogan.megan@countyofdane.com">rogan.megan@countyofdane.com</a>
<b>WEB SITE</b>   <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>	
<b>DATE RFP ISSUED: March 5, 2018</b>	

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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 a solar photovoltaic (PV) electric power generating system at the Dane County Regional Airport (the Airport).

Dane County, Wisconsin (the County) intends to use the results of this process to award a contract(s) a land lease for the location of a solar facility as well as a power purchase agreement.

The contract resulting from this Request for Proposal (RFP) will be administered by Dane County Regional Airport.

The contract administrator will be the Airport Director.

This RFP is issued on behalf of the 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 County is pursuing the installation of a solar PV electric power generating system (the Solar PV System or the System) at the Airport through a competitive selection process. The location of the Solar PV System (referred to herein as “the Site”) will be on Airport property that is outside the Airport’s secure fence, to the north of the Airport, south of Hoepker Road and west of N. Stoughton Road in the Town of Burke. The Site is 41 acres in size, and is more specifically described in Attachment A, “Attributes of the Site”.

The successful proposer (the Contractor) will:

- Finance, design, build, operate, and maintain the facility
- Sign a long-term ( up to 25 years) Land Lease Agreement (LLA) for the Site with the County
- Sell the electricity resulting from the System to Madison Gas & Electric (MGE). The County and Contractor will enter into a Power Purchase Agreement (PPA), through MGE’s Renewable Energy Rider, for the purchase of 3.86 MW alternating current (AC) of instantaneous electrical load (hereafter – County’s Minimum Electrical Demand).
- The County is willing to purchase electrical production above the County’s Minimum Electrical Demand only when such a purchase is serving an instantaneous electrical load of the County.

The Contractor may sell any electricity production the County is unwilling to purchase to MGE, or another party through a similar Renewable Energy Rider.

This RFP is expected to result in one LLA for the Site (draft provided in Attachment B and one PPA with the County that will be negotiated separately. Proposed systems may or may not include storage of electricity.

Under the PPA, the County will retain any environmental attributes of the renewable power it purchases.

The County is willing to consider proposals for a Solar PV System with any of the following racking systems:

- Fixed PV panel systems
- Single-axis PV panel systems
- Dual-axis PV panel systems

#### 1.2.2 Objectives

Goals and objectives to be achieved through installation of the Solar PV System at the Airport include the following:

1. Provide up to 41 acres of land to developers that are interested in designing, building, and maintaining a Solar PV System at the Airport.
2. Enter into a LLA for the Solar PV System with no capital outlay by the County, where lease income meets or exceeds the appraised fair market value for the land (see Section 1.2.3).
3. Enter into a PPA for the County's electrical needs, recognizing that there is no guarantee the County will purchase any production beyond the County's Minimum Electrical Demand.
4. Manage the Airport and other county facilities in an environmentally and fiscally sustainable manner that contributes towards the County's efforts to procure and maximize renewable energy resources, improve air quality and reduce greenhouse gas emissions to minimize the local impact on global climate change.

#### 1.2.3 Needs

The County seeks an LLA that matches or exceeds the fair market value appraisal of \$8,250 per year for the entire Site with no capital outlay by the County.

Prior to commencement of construction, the Contractor must provide a Work Plan that identifies plans for support structures, anticipated energy production, stationary or rotating panels, tilt/azimuth, construction staging areas, safety, hazard mitigation, work area boundary limits, haul routes, temporary structures, and contractor parking areas. Construction may require a geotechnical analysis.

The Contractor must confirm that their design of the Solar PV System meets all environmental conditions. Environmental requirements include, but are not limited to, environmental reviews required by the Federal Aviation Administration (FAA), the Wisconsin Department of Natural Resources (WDNR) and the National Environmental Policy Act (NEPA). Additionally, the Contractor must provide a Soil Management Plan that addresses soil erosion concerns in the area by use of best management practices.

A Notice of Proposed Construction of Alteration (FAA Form 7460-1) will be the responsibility of the Contractor, with approvals required by the County and the FAA. FAA Form 7460-1 will include an assessment of glint and glare hazards that must be modeled with the FAA's Solar Glare Hazard Analysis Tool (SGHAT).

The Contractor must provide the County with a copy of all construction documents, stamped and signed by an engineer(s) registered in Wisconsin in the appropriate disciplines that provide the following information:

- Overall site plan, including the final location of PV inverters, routing of electrical lines, and layout of equipment.
- System description, including mounting details and equipment descriptions.
- All engineering calculations associated with structural and mounting details.
- As-built drawings.
- Integration of the System into existing power sources, including electrical grid interconnection requirements.
- Controls, monitors, and instrumentation, including any publicly available performance monitoring.
- Site maintenance plans, including soil erosion plans.

#### 1.2.4 Responsibilities

With minimal assistance by the County, the Contractor will be responsible for coordination with the FAA and acquisition of all associated approvals. Contractor responsibilities include:

- Provision of all labor, services, and equipment necessary to produce, operate and fully maintain the proposed Solar

PV System in compliance with all applicable standards, for the agreement period.

- Coordination with the FAA for review of the Form 7460-1 and glint and glare hazard analysis.
- Submission of SGHAT reports. Should the FAA determine that adjustments or corrections are needed to the SGHAT report, the Contractor will expeditiously make such changes and re-submit updated reports for coordination with the FAA.
- Coordination with FAA for approval of the required NEPA documentation.
- Perform any necessary geotechnical analysis.
- Secure building permits and approvals from applicable entities.
- Secure approvals and inter-connection agreements with the County and MGE.
- Secure any potential local, State, and federal government funding and incentive funds.
- Comply with required land use regulations as determined by the county Planning and Development Department and any storm water and erosion control regulations as determined by the county's Land and Water Resources Department.

The County shall be responsible for:

- Coordination with FAA for conditional approval of the proposed Solar PV System site on the Airport Layout Plan (ALP). Current images from the ALP will be provided at the mandatory Vendor Conference described in Section 1.7.
- Preparation of revised ALP drawings.
- Assistance to the Contractor in providing data/information in acquiring NEPA approval from the FAA.

The County will become the signatory on applications, permits, and utility agreements only where necessary.

### 1.3 Definitions

The following definitions are used throughout the RFP.

**Airport** means the Dane County Regional Airport

**Contractor** means proposer awarded the contract.

**County** means Dane County

**County Agency** means Department /Division utilizing the service or product

**LLA** means land lease agreement

**PPA** means power purchase agreement

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

**Site** means the land that will be leased as a result of this request for proposals  
**Solar Photovoltaic (PV) System** means the solar photovoltaic system that will be installed as a result of this request for proposals and located as described in Attachment A.

#### 1.4 Clarification of the specifications

All inquiries/questions concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document 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 at this point in the procurement 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. If any ambiguity remains at the time of submittal, the Proposer shall note the adopted assumptions in the 'Exceptions' section of the proposal. Like any other vendor stated exceptions, the County reserves the right to reject any assumption.

#### **Mailing Address:**

**Dane County Purchasing Division  
Room 425 City-County Building  
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](http://www.danepurchasing.com)

It shall be the responsibility of the proposer 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 the procurement process. 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](http://www.danepurchasing.com) . There may or may not be a formal notification issued for changes in the estimated dates and times.

### **DATE EVENT**

March 5, 2018	Date of issue of the RFP
April 3, 2018	Vendor conference
April 10, 2018	Last day for submitting written inquiries (2:00 p.m. Central Time)
April 24, 2018	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.danepurchasing.com">www.danepurchasing.com</a>
May 15, 2018	Proposals due from vendors

## 1.7 Vendor Conference

A mandatory conference will be held to respond to written questions and to provide any needed additional instructions on the submission of proposals. All firms who intend to respond to the RFP shall attend the conference. If a firm fails to attend the conference and submits a proposal, the proposal will be rejected.

**Date: April 3, 2018**  
**Time: 10 AM**  
**Location: Dane County Regional Airport,  
Conference Room 1 Located in the North End of the  
Airport Terminal Near the Baggage Claim Area**

## 1.8 Contract Term and Funding

The contract shall be effective on the date indicated in the contract and shall run for between 15 and 25 year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for an additional five additional years.

## 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 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.

### 2.2 Proprietary Information

All restrictions on the use of data contained within the proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in the 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 Laws.

### 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 opening of proposals, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://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 proposal to be considered for an award.

### 2.5 Submittal Instructions

Proposals must be received 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 PDF format on a flash memory 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:

- Cover Letter (See Section 4.2 of this RFP)
- Response to Qualifications (See Section 4.3 of this RFP)
- Energy Cost Proposal (See Section 4.4 of this RFP)
- Required forms (See Section 5 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 Proposal

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

## 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 2.1.2 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 that 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

Proposals will be evaluated by a Selection Committee that will determine which Proposer can best perform the required services to the satisfaction of the County. The proposals will be evaluated using the following evaluation criteria.

1. Firm and Staff Qualifications 30 points (Response to Section 4)
2. Energy Cost Proposal for electricity that meets the County's Minimum Electrical Load – 70 points (Attachment G)
3. Local purchasing ordinance – 5 points

For evaluation criteria 2, the proposal with the lowest energy rate shall be assigned 70 points and all other proposals will be assigned points inversely proportional to the value of their proposed energy rate.

### 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 evaluation criteria, scored and ranked. The award will then be granted to the highest scoring Proposer. Once an award has been made, the County and the successful Proposer may engage in negotiations and analysis to optimize the size of the facility relative to the County's energy demand.

### 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 Instructions

All proposers must supply the following:

1. Cover letter: The cover letter will succinctly address the Proposer's qualifications, including a statement that the Proposer (which includes teaming partners and subcontractors) adheres to all requirements in the RFP unless expressly taking exception to an RFP requirement or LLA clause. Such exceptions should be clearly listed in Section 3 of the proposal. Cover letters must include a statement that the proposer is accepting of the minimum annual land lease rate.
2. Qualifications: This section shall include the Proposer's qualifications, financial capabilities, past project examples, references, and personnel information.
3. Project Description: This section should provide a detailed description of the proposed project. It should indicate the size of the facility, the acres of land required to be subject to the LLA, the type of equipment to be installed and other details related to the project.

Energy cost proposal: This section shall include an offer for energy rates for the power to be purchased by the County (via the Renewable Energy Rider with MGE). The pricing is to explicitly state the anticipated first year of power purchases based on potential agreement terms of 15 years, 20 years and 25 years. This section shall include any requested exceptions to the County's

standard LLA, or any assumptions used in the proposal that are strictly the result of uncertainties in the RFP.

#### 4.2 Cover Letter

The proposal will include a Cover Letter (two pages maximum) signed by a party authorized to obligate the Proposer (and respective team members) to perform the commitments included in the proposal. If a team of firms (the Team) is submitting the proposal, the cover letter must clearly identify the lead or prime member authorized to execute a contract on behalf of the Team and all contractors and sub consultants that are part of the Team. The letter must also identify the contact person for future communications and the person responsible for future negotiations with the County.

The letter should identify the Proposer's overall qualifications and ability to support the County in meeting its Objectives, as well as a statement agreeing to comply with all applicable rules, regulations, and contract conditions. Cover letters must include a statement that the proposer is accepting of the minimum annual land lease rate.

The letter should also include information about other parties that would be purchasing power generated on the site, if applicable.

#### 4.3 Qualifications

The County is seeking Proposers that can demonstrate the technical experience and capability to fully finance, design, build, and operate a large-scale grid-connected solar PV project at the Airport. Proposers may use the qualifications of committed contractors and subconsultants to meet the minimum qualifications.

##### *Minimum Qualifications*

Proposers must demonstrate that their Team meets the following minimum requirements:

- Past performance (within the last seven (7) years):
  1. Cumulative project portfolio greater than or equal to 30 megawatts (MW) in size.
  2. At least three projects of 2 MW or larger per parcel.
  3. At least one project where operation and maintenance were the responsibility of the proposer.
  4. A member of the development team must have demonstrated experience in developing a solar project of at least 1 MW at an airport in the United States.
- Demonstration of Proposer's capability (prime or subcontractor) to coordinate with FAA on all relevant environmental and aviation concerns, including NEPA, obstructions, and glare. Understanding of

FAA requirements can be demonstrated either through a past project example or demonstration of the Proposer's knowledge of the subject.

- Demonstration of Proposer's capacity to manage the financial responsibilities of the prime contractor only.
- Proposer must provide litigation history. Indicate whether the Proposer or any Team member or any officers or principals has been party to any lawsuit involving the performance of any system it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits.

Proposals will include a brief description of past solar PV projects that demonstrate the minimum qualifications. Project descriptions will include:

- Project name
- Location
- Size (total cost and project capacity in kW Direct Current)
- Project type/contract structure (e.g., turnkey, third-party energy sales)
- Year completed
- Brief description of the project (equipment manufacturer, model, etc.)

Proposals will include at least three recent (i.e., within past seven years) references for solar PV projects that have been used to demonstrate the minimum requirements. Please prioritize any projects located at an airport. Provide the owner's contact name, title, address, phone numbers, and e-mail address. If applicable, provide contact information for the prime firm.

#### 4.4 Energy Rate Proposal

##### **USE THE FORM, ATTACHMENT G, TO PRESENT THIS INFORMATION**

Proposers must submit a proposed energy rate for the power to be purchased by the County in 2019 in cents per kWhr AC. The County will purchase at this rate any electricity produced that does not exceed the County's Minimum Electrical Load. The rate should be stated assuming terms of a PPA of 15 years, 20 years, and 25 years. The County will also agree to purchase electricity at the proposed rate for any additional electricity beyond the County's Minimum Electrical Load as long as it does not exceed the County's instantaneous electrical load.

In determining the 2019 energy purchase price, the proposer should assume that rent under the LLA will increase at 3% per year and the energy purchase price will increase according to the change in the Consumer Price Index.

After the first full year of the PPA, the electric purchase rate shall be adjusted each calendar year based on changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (hereinafter, the "CPI"). The

adjustment establishing the new power purchase rate shall be calculated using the following formula:

**New Rate = Current Rate x CPI Index for November of most recent year - CPI Index for November of next most recent year.**

If the Energy Cost Proposal is dependent on any unsecured funding sources, such as loans, state or federal rebates or incentives and loan sources, these should be disclosed in this section.

This section shall include any requested exceptions to the County's standard LLA, or any assumptions used in the proposal that are strictly the result of uncertainties in the RFP.

## 5.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 5.1 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.

### 5.2 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.

## 6.0 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 Proposal

## 7.0 APPENDICES

Appendix 1	Attributes of the Site
Appendix 2	Standard Land Lease Agreement



<b>RFP COVER PAGE SIGNATURE AFFIDAVIT</b>	
<b>NAME OF FIRM:</b>	

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](http://www.danepurchasing.com). You will be prompted to create a username and a password and you will receive a confirmation message, than 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

<b>REFERENCE DATA SHEET</b>	
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	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	
<b>NAME OF FIRM:</b>	
<b>STREET ADDRESS:</b>	
<b>CITY, STATE, ZIP</b>	
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>PHONE #:</b>	<b>FAX #:</b>
<b>Product(s) and/or Service(s) Used:</b>	

<b>Designation of Confidential and Proprietary Information</b>		
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 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 a 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](http://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:**

<b>1. Company Name:</b>		
ADDRESS:		
CITY:	COUNTY:	
STATE:	ZIP+4:	
TEL:	TOLL FREE TEL:	FAX:

<b>2. Contact person in the event there are questions about your bid/proposal</b>	
NAME	TITLE:
TEL	TOLL FREE TEL
FAX	E-MAIL

<b>3. Local Vendor:</b>									
<p>Are you claiming a local purchasing preference under DCO 25.11(8) based on your response to section 1 of this form?</p> <p><input type="checkbox"/> <b>No</b> – continue on to the next page</p> <p><input type="checkbox"/> <b>Yes</b> – complete the remainder of this form</p>									
<p>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)</p> <p><b>Select one:</b></p> <p>We are claiming a preference as a Dane County Business</p> <p><input type="checkbox"/> <b>Dane County</b></p> <p>We are claiming a preference as a business located in a county adjacent to Dane County</p> <table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Columbia County</b></td> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Dodge County</b></td> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Green County</b></td> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Iowa County</b></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Jefferson County</b></td> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Rock County</b></td> <td style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> <b>Sauk County</b></td> <td style="border: 1px solid black; padding: 2px;"></td> </tr> </table>		<input type="checkbox"/> <b>Columbia County</b>	<input type="checkbox"/> <b>Dodge County</b>	<input type="checkbox"/> <b>Green County</b>	<input type="checkbox"/> <b>Iowa County</b>	<input type="checkbox"/> <b>Jefferson County</b>	<input type="checkbox"/> <b>Rock County</b>	<input type="checkbox"/> <b>Sauk County</b>	
<input type="checkbox"/> <b>Columbia County</b>	<input type="checkbox"/> <b>Dodge County</b>	<input type="checkbox"/> <b>Green County</b>	<input type="checkbox"/> <b>Iowa County</b>						
<input type="checkbox"/> <b>Jefferson County</b>	<input type="checkbox"/> <b>Rock County</b>	<input type="checkbox"/> <b>Sauk County</b>							

REVISE

<b>COST PROPOSAL</b>	
<b>Company Name</b>	

Per Section 4.4, pricing shall include all costs necessary to complete service in accordance with the specifications and terms and conditions of this RFP.

Proposers must submit a proposed energy rate for the power to be purchased by the County in 2019 in cents per kWhr AC. The County will purchase at this rate any electricity produced that does not exceed the County’s Minimum Electrical Load. The rate should be stated assuming terms of a PPA of 15 years, 20 years, and 25 years. The County will also agree to purchase electricity at the proposed rate for any additional electricity beyond the County’s Minimum Electrical Load as long as it does not exceed the County’s instantaneous electrical load.

<b>TERM</b>	<b>PRICE PER KWH</b>
<b>15 year agreement</b>	\$ _____/KWH
<b>20 year agreement</b>	\$ _____/KWH
<b>25 year agreement</b>	\$ _____/KWH

Attributes of the Site

Dane County (the County) is pursuing the installation of a solar PV electric power generating system (the Solar PV System) at the Dane County Regional Airport (the Airport). The location of the Solar PV System (referred to herein as “the Site”) will be outside the Airport’s secure fence, to the north of the Airport, south of Hoepker Road and west of N Stoughton Road, in the Town of Burke. The Site is a maximum 41 acres in size, and is more specifically described below.

**Location**

Figure A-1 depicts the general location of the land that is being offered for lease to facilitate the installation of the Solar PV System at the Airport.

**HAZARDOUS GLINT AND GLARE**

*THE SUCCESSFUL CONTRACTOR MUST DEMONSTRATE, TO THE SATISFACTION OF THE FEDERAL AVIATION ADMINISTRATION (FAA), THAT THE LOCATION, TILT, AND AZIMUTH OF THE PROPOSED SOLAR PANELS WILL NOT CAUSE HAZARDOUS GLINT OR GLARE TO THE AIR TRAFFIC CONTROL TOWER OR TO PILOTS UPON ARRIVAL OR DEPARTURE. WE RECOMMEND THAT PROPOSERS CONSIDER THE POSSIBILITY THAT GLINT AND GLARE MAY CAUSE A REDUCTION IN USEFUL LAND AT THE SITE. THIS MAY AFFECT THE DESIGN OF THE ARRAY (I.E., HEIGHT, TILT, AZIMUTH, LOCATION OF INDIVIDUAL PANELS, AND WHETHER OR NOT A ROTATING PANEL STRUCTURE CAN BE INSTALLED). THE FAA WILL REQUIRE THE USE OF THE SOLAR GLARE HAZARD ANALYSIS TOOL (SGHAT) TO DEMONSTRATE THE SAFETY OF THE SYSTEM DESIGN.*

**Runway protection zone**

*THE SITE IS CLEAR OF THE RUNWAY PROTECTION ZONE (RPZ) FOR ALL RUNWAYS AT THE AIRPORT. THE NORTHERNMOST RPZ FOR RUNWAY 3-21 IS DEPICTED IN FIGURE A-2.*



## ***Vertical Obstructions***

The successful contractor must demonstrate, to the satisfaction of the Federal Aviation Administration (FAA), that the panels will not penetrate the Airport's protected airspace. Therefore, the County will only consider proposals that will not encumber our airline partner's ability to fly twin turbine engine aircraft in and out of the Airport. Although US-based airline operators are not required by FAA to consider OIS penetrations (international operators, however, are required by the International Civil Aviation Organization), it is generally understood that ALL airline operators have developed some level of emergency obstacle avoidance procedures during OEI takeoff conditions.

Given that FAA does not prohibit obstacle penetrations of the OIS, the evaluation of these penetrations is conducted on a case-by-case basis, generally through the safety risk assessment (SRA) process. If requested by an airline operator, the SRA process can be a time-consuming and expensive stakeholder outreach review process. Thus, airport sponsors are highly motivated to avoid development projects that result in OIS penetrations. Accordingly, Dane County requires that the proposed solar PV array shall not penetrate the OIS, which is defined by Figure 3-5 of FAA A/C 150-1500-13A as an invisible geometric surface with the following dimensions:

### Vertical Plane Component

- Starting at ground elevation at the departure end of the runway (886.6' MSL),
- An upward slope of 62.5:1 extending away from the departure end of the runway

### Horizontal Plane Component

- Starting at the departure end of the runway, and
- Extending 300 feet laterally from both sides of the runway centerline, and
- With a lateral splay of 15 degrees, extending to a maximum lateral distance of 6,000 feet from both sides of the runway centerline for a distance of 50,000 feet from the departure end of the runway

Federal Aviation Regulation Part 25 requires twin turbine engine aircraft to be able to execute a minimum departure climb at a slope of 62.5:1 (extending from ground elevation at the departure end of the runway) with one engine inoperative (OEI) to receive its operating certificate from the FAA. This OEI slope is a minimum aircraft performance standard in OEI emergency conditions and is not used to calculate takeoff performance during normal operations. However, FAA also uses a 62.5:1 slope to define the obstacle identification surface (OIS), an invisible geometric plane that extends vertically and horizontally from the departure end of the runway. Objects which penetrate the OIS are identified for the purpose of assisting aircrews in planning takeoff weights and headings for obstacle avoidance during OEI conditions.

A profile view diagram is included as Figure A-3, which depicts the OIS in relation to both the topography and standard approach surfaces to Runway 21 and the topography

extending away from the departure end of Runway 3. It is important to note that this profile view represents only a cross-section taken from the extended runway centerline.

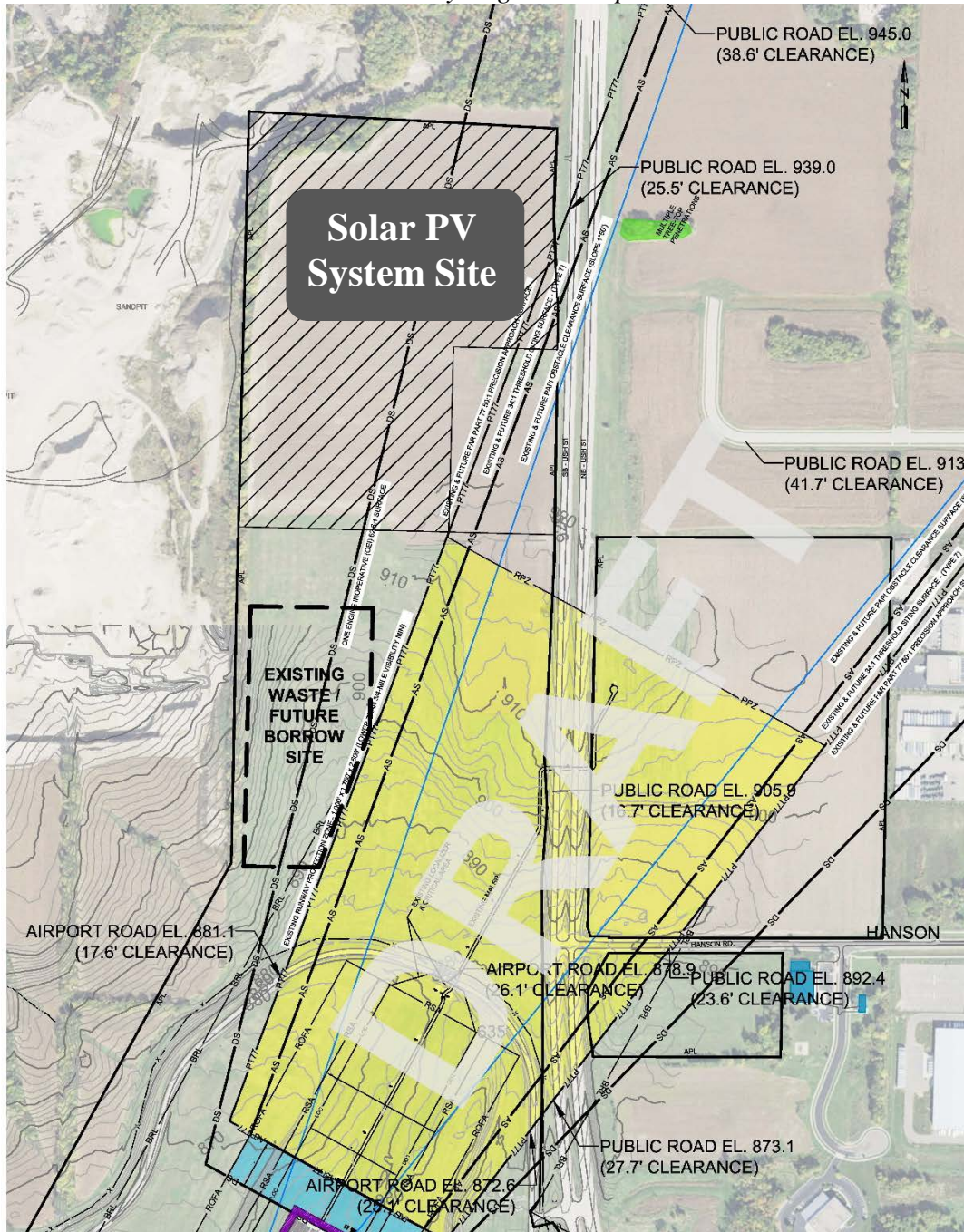
**FIGURE A-1**  
**SITE LOCATION**  
*Dane County Regional Airport*



Source: Haley & Aldrich, Inc., 2017

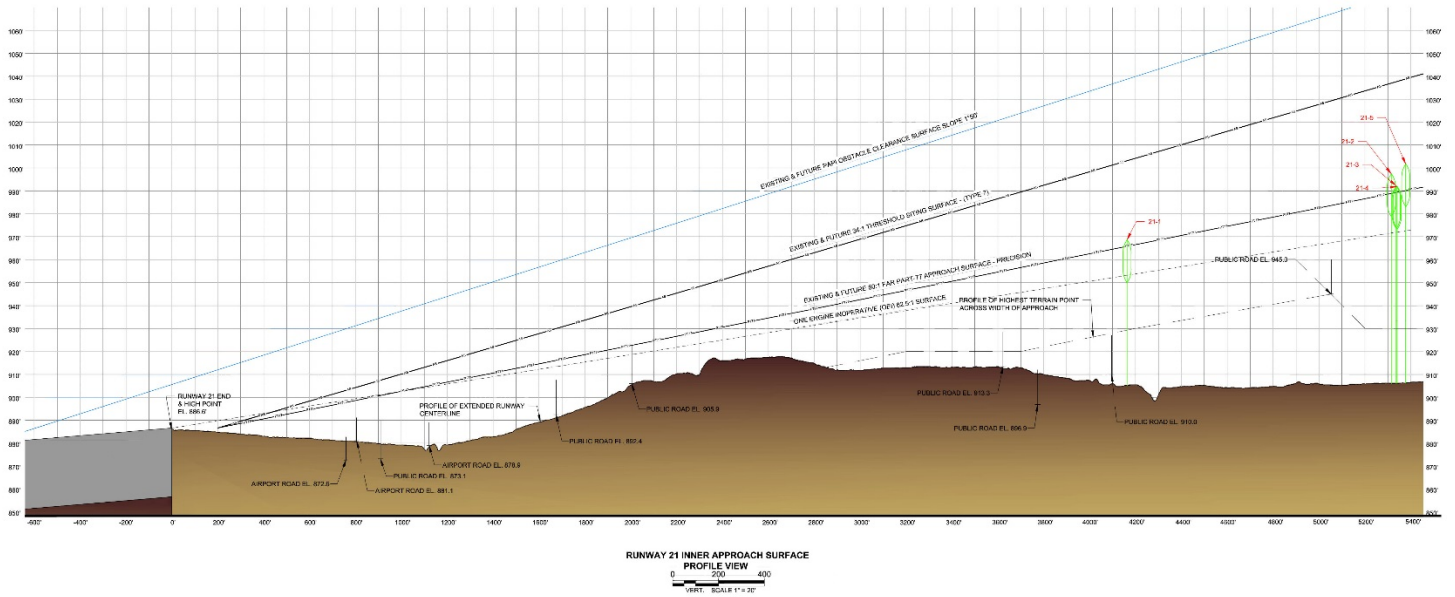


**FIGURE A-2**  
**RUNWAY 3, RUNWAY PROTECTION ZONE**  
*Dane County Regional Airport*



Source: Haley & Aldrich, Inc., 2017

**FIGURE A-3**  
**PROFILE ALONG RUNWAY 3-21 CENTERLINE**  
*Dane County Regional Airport*



Source: Haley & Aldrich, Inc., 201

LEASE NO. DCRA \_\_\_\_\_

DANE COUNTY, WISCONSIN

AND

\_\_\_\_\_

LAND LEASE

Dane County Regional Airport  
Madison, Wisconsin

**Lease No. DCRA 2018-\_\_**

This Lease No. DCRA 2018-\_\_ (the "Lease") is made and entered into by and between Dane County, Wisconsin ("County"), a quasi-municipal corporation and \_\_\_\_\_ ("Lessee") a business entity formed under the laws of the State of \_\_\_\_\_.

**WITNESSETH:**

WHEREAS County owns a parcel of vacant land (the "Premises") located in Madison, Wisconsin adjacent to the Dane County Regional Airport (the "Airport") and abutting State Highway 51, as fully described below; and

WHEREAS Lessee wishes to lease the Premises from County to be used as a site for the construction and operation of a solar photovoltaic array; and

WHEREAS County is willing and able to lease the Premises to Lessee for the foregoing purposes according to the terms and conditions provided herein;

NOW, THEREFORE, County and Lessee agree as follows.

**1. EFFECTIVE DATE**

Subsequent to full execution by the representatives of both parties hereto, this Lease shall become effective as of the date said parties enter into a Power Purchase Agreement (the "PPA"), with a term coterminous with the Lease term remaining on the date the PPA is fully executed, setting forth the terms and conditions of availability, consumption, sales, pricing, purchasing, delivery, and other provisions standard in the industry for inclusion in such agreements, regarding the electricity produced by the solar photovoltaic array on the Premises. Each party to this Lease shall negotiate the PPA in good faith and use its best efforts to reach agreement on the terms thereof. If a PPA is not entered into by the parties to this Lease within six months after full execution of the Lease, at County's option, the Lease shall be void.

**2. LEASE TERM**

The term of this Lease shall be for \_\_\_\_\_ years, commencing on \_\_\_\_\_ (hereinafter, the "Commencement Date") and expiring as of 11:59 p.m. on \_\_\_\_\_.

**3. PREMISES**

County hereby leases to Lessee the Premises, consisting of a \_\_\_\_\_ square foot parcel of land, as described and depicted in Exhibit A attached hereto. Lessee accepts the Premises in the condition existing as of the effective date of this Lease. Lessee stipulates that any inspection, environmental assessment, survey

or any other examination or study concerning the Premises or use thereof that is material to Lessee's decision to enter into this Lease has been performed prior to Lessee's execution of the Lease.

**4. RENT**

In consideration for the rights granted hereunder Lessee shall pay to County annual rent of \$200.00 per acre for the first 12 months of the term of this Lease. Thereafter, effective as of each anniversary of the Commencement Date, beginning on \_\_\_\_\_, rent payable hereunder shall be adjusted based on changes in the Consumer Price Index, U.S. City Average, All Items, all Urban Consumers (hereinafter, the "CPI"), provided that in no event shall the annual rent for a Lease year be lower than the rate established for the prior Lease year. The adjustment establishing each new annual rent rate shall be calculated using the following formula.

New Annual Rate =

$$\text{Current Annual Rate} \times \frac{\text{CPI Index for December of most recent year}}{\text{CPI Index for December of next most recent year}}$$

For example:

Rate for the 2024-2025 lease year hereunder =

$$\text{Rate for 2023-2024 lease year} \times \frac{\text{CPI Index for December of 2023}}{\text{CPI Index for December of 2022}}$$

In the event publication of the CPI is terminated, or its method of calculation is significantly altered, then such periodic adjustment shall be made by application of the index that, in Lessor's reasonable discretion, is the index most commonly used in the rental industry generally. If the termination of this Lease falls on a date other than the last day of a calendar month, rent applicable for the last month of occupancy as authorized hereunder shall be paid pro-rata according to the number of days in such month prior to Lease termination.

Rent shall be paid in advance and is due by the first day of each month during the Lease term. Payment of rent shall be by check made payable to Dane County, and shall be paid at the Office of the Airport Director, 4000 International Lane, Madison, Wisconsin 53704, such that it is received on or before the due date. Payments not received when due hereunder shall accrue interest from the due date until paid in full at the rate of one and one half percent per month, payable on a pro rata per diem basis.

**5. IMPROVEMENT AND USE OF PREMISES**

Lessee shall have the exclusive right to occupy and use the Premises as a site for the construction, operation, and maintenance of a solar photovoltaic array and related facilities and equipment. The Premises shall be used only for the purposes expressly permitted herein.

**6. Utilities for airport operations**

County shall retain the right to install and maintain in, on or under the Premises, sewer, water, gas, electric and telephone lines, navigation aids, or other installations and equipment, including cable, wire and fiber, necessary or beneficial to Airport operations. To the maximum practicable extent the exercise of rights under this Section 6 shall be accomplished without interference with Lessee's use of the Premises.

## **7. HOLDOVER AND CONDITION OF PREMISES UPON TERMINATION OF LEASE**

Upon expiration or earlier termination of this Lease, Lessee shall immediately remove all improvements, equipment and other items or materials constructed, installed or placed by Lessee or with Lessee's permission in, on or under the Premises, and the Premises shall be surrendered to County in the condition existing on the Commencement Date. In the event Lessee fails to surrender the Premises upon expiration or earlier termination of the Lease, Lessee shall indemnify and hold County harmless for such holdover, and shall pay all costs, damages, expenses and fees, including legal fees, incurred by County as a result of continued occupancy of the Premises by Lessee or its property on the Premises after Lease termination, and shall pay rent at 150 percent of the rate applicable on the date the Lease terminated. Acceptance by County of rent after expiration or earlier termination of this Lease shall not result in a renewal or extension of the Lease or the creation of another lease.

## **8. INSURANCE AND INDEMNIFICATION**

### **A. GENERAL INDEMNIFICATION**

Lessee is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. Lessee shall indemnify, hold harmless and defend County, County's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of Lessee, Lessee's employees, agents, contractors, suppliers or invitees while on the Premises; or (ii) the exercise of the rights granted herein by Lessee, Lessee's employees, agents, contractors, suppliers or invitees. Lessee's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of County. The obligations of Lessee under this paragraph shall survive the expiration or earlier termination of this Lease.

### **B. ENVIRONMENTAL PROTECTION AND INDEMNIFICATION**

Lessee shall ensure that Lessee and Lessee's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting Lessee's activities on the Premises. As used in this Lease, "Environmental Laws" means all laws, rules, regulations, regulatory agency guidance provisions and policies, ordinances, applicable court decisions, and



airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or reasonably issued by the Airport Director) now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to health, public welfare, or the environment. Lessee shall indemnify, defend and hold County harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are brought as a result of any activity or operation of Lessee, Lessee's employees, agents, contractors, suppliers or invitees conducted on the Premises or under authority of this Lease. Lessee's obligations and liabilities under this subsection shall continue so long as County may bear any liability or responsibility under Environmental Laws for any activities conducted by Lessee, Lessee's employees, agents, contractors, suppliers or invitees on the Premises or under authority of this Lease. County's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. Lessee shall promptly notify County of any action or condition that is contrary to any provision of this section.

### C. INSURANCE REQUIREMENTS

Lessee shall, by the effective date of this Lease, obtain Commercial General Liability Insurance, including environmental impairment (pollution) liability endorsement, with coverage of at least \$3,000,000, combined single limits. Lessee may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$3,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for Lessee's obligations of indemnity as set forth in subsections A and B above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by County. All policies shall name County as an additional insured. Lessee shall, prior to commencing activities at the Premises, provide County with a certificate or certificates of insurance evidencing the insurance coverage required under this Lease. Each insurance policy obtained hereunder shall contain a provision that Lessee's insurer shall send to County written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the effective date of this Lease and the certificate of insurance

provided therefore shall state that coverage is claims-made and indicate the retroactive date. Lessee shall maintain all insurance coverage required hereunder for the duration of this Lease and for one year following the expiration or earlier termination hereof. Nothing in this section is intended or shall be construed as a waiver of the limitations of Section 893.80, Wisconsin Statutes.

#### **D. SUBCONTRACTORS**

In the event of any subcontract of work performed on the Premises, Lessee shall furnish evidence to County that each subcontractor has in force and effect insurance policies providing coverage identical to that required of Lessee hereunder.

#### **E. WAIVER OF INSURANCE REQUIREMENTS**

County, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Lease, such waiver to be in writing only. The extent of waiver shall be determined solely by County's Risk Manager taking into account County's liability exposure under this Lease.

### **9. PERFORMANCE BOND**

By no later than the effective date of this Lease, Lessee shall furnish to County a valid performance bond in the principal sum of \$\_\_\_\_\_. The performance bond required hereunder shall guarantee that, upon expiration or earlier termination of this Lease, Lessee shall immediately remove all improvements, equipment and other items or materials constructed, installed or placed by Lessee or with Lessee's permission in, on or under the Premises, and that the Premises are timely surrendered to County in the condition existing on the Commencement Date. The performance bond shall be issued by a company licensed to do business in the State of Wisconsin and, pursuant to the terms thereof, shall be in force and effect until six months after the expiration or earlier termination of this Lease unless otherwise approved in writing by County. Any payment made to County under a performance bond shall be in addition to and not in lieu of all other rights, remedies or causes of action available to County under this Lease, at law or in equity.

### **10. TAXES AND CHARGES**

Lessee shall pay as they become due any and all taxes, fees, assessments or charges of any type levied by any governmental entity based upon, related to, or resulting from any improvements, conditions, property, use, activities or operations of any kind on the Premises. Lessee shall have the right at its own cost and expense to contest the amount or validity of any tax, fee, assessment or charge and to bring or defend any actions involving the amount or validity thereof in its own name or, if necessary and approved by County, in the name of County, provided that, if unsuccessful, Lessee shall pay and discharge any such tax, fee, assessment or charge so contested, together with any penalties, fines, interest, costs and expenses, including attorney fees, that may result from any such action by Lessee, and provided that, pending resolution of any proceeding contesting a

tax, fee, assessment or charge, Lessee shall take any actions necessary, including conditional payment of the amount in dispute, to prevent the attachment or accrual of any lien or penalty.

#### **11. COMPLIANCE WITH RULES, REGULATIONS AND LAWS**

Lessee and all persons operating under the rights granted under this Lease shall observe and comply with all federal, state, and local laws and regulations, and all rules, orders or directives promulgated or issued by any governmental body or agency having jurisdiction over the Premises or the facilities and activities thereon, as such laws, regulations, rules, orders and directives are now in effect or as hereafter amended, approved or adopted.

#### **12. DISCRIMINATION prohibited**

Lessee, for itself, its representatives, successors and assigns, does hereby covenant and agree that (a) no person on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or any improvement thereon; (b) that in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person shall be subjected to discrimination on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, military participation, or membership in the national guard, state defense force or any other reserve component of the military forces of the United States; (c) that the Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said regulations may be amended; and (d) that Lessee shall provide access to the Premises for the physically disabled as required by all applicable federal, state and local laws and regulations. Breach of the provisions herein prohibiting discrimination shall be material and grounds for immediate termination of this Lease.

#### **13. SUPERIOR RIGHTS**

The provisions of this Lease shall be subject and subordinate to any agreement now existing or hereafter entered into between County and the United States or the State of Wisconsin affecting regulation, operation, development, use, or maintenance of the Airport, provided County's execution or compliance with the terms of such agreement is a condition on acquisition or retention of property for Airport use, or the expenditure or receipt of federal or state funds for the development or maintenance of Airport property or operations. If required by the United States or State of Wisconsin, this Lease shall be amended to reflect the terms of any such agreement.

#### **14. AIRPORT PROTECTION CLAUSE**

County reserves and Lessee hereby grants for the benefit of the public, as well as County, the right to pursue all operations of the Airport, including the right of aircraft to fly in the airspace overlying the Premises and to cause such noise and vibration as may be inherent in the operation of aircraft on or in the vicinity of an active airport. Lessee shall not use or permit the use of the Premises in any manner that causes or creates interference with communication between the Airport and aircraft, difficulty in distinguishing Airport lights and markers, interference with visibility between aircraft and the Airport, conditions that attract birds or other wildlife that may pose hazards to aviation, or other hazards to the operation of aircraft at or in the vicinity of the Airport. Lessee shall restrict the height of objects of any kind on the Premises to a height that is in compliance with Title 14, Code of Federal Regulations, Section 77 and does not penetrate the One Engine Inoperable Surface defined using a 62.5:1 slope extending vertically and horizontally from the north pavement end of Airport Runway 3/21 . County reserves the right to take any action it considers necessary to protect users of the Airport from any condition that may be hazardous to aviation, and may remove, or prevent Lessee from constructing, keeping or placing, or permitting to be constructed, kept or placed, any object, material, device or equipment on the Premises which County's Airport Director determines would limit the usefulness of the Airport, or constitute a hazard to aviation or violation of Federal Aviation Administration ("FAA") directive or regulation. In the event it is determined by the Airport Director or the FAA that any object or activity on the Premises presents a hazard to aviation safety Lessee shall immediately take and maintain measures, as directed by the Airport Director or FAA, that eliminate the hazard and any reoccurrence thereof.

#### **15. ASSIGNMENT**

While not in default of any provision of this Lease, Lessee may assign rights held hereunder upon the payment to County of an assignment fee of \$500 and the prior written approval of County, which approval shall not be unreasonably withheld. Any sale or other transfer, including transfer by consolidation, merger or reorganization, of twenty-five percent or more of the voting stock or membership interests of Lessee in a single transaction or in multiple related transactions, if Lessee is a corporation or limited liability company, or any sale or other transfer of twenty-five percent or more of the partnership interest in Lessee in a single transaction or in multiple related transactions, if Lessee is a partnership, shall be deemed to be an assignment for purposes of this Lease.

#### **16. (RESERVED FOR ANY FAA IMPOSED STANDARDS AND CONDITIONS)**

#### **17. DEFAULT BY LESSEE AND COUNTY'S REMEDIES**

A. LESSEE IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:

- (1) The failure of Lessee to pay when due any rent payable pursuant to this Lease, if such failure remains unremedied for a period of 10 days after written notice thereof from County;

(2) Lessee's default in complying with or performing any covenant or obligation under this Lease or the PPA, other than its obligation to timely pay rent hereunder, and the failure of Lessee to remedy such default for a period of 21 days after receipt of written demand from County to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand;

(3) The commencement by or against Lessee, as a debtor, of a proceeding under the Bankruptcy Code or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law, and such proceeding is not dismissed with prejudice within 60 days of such filing;

(4) Lessee makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Lessee or the property of Lessee or any part thereof, or in the absence of such application, consent, or acquiescence, a trustee, receiver or other custodian is appointed for Lessee or the property of Lessee or any part thereof, and such appointment is not discharged within 60 days;

(5) The commencement of an action against Lessee to foreclose any lien or mortgage or other rights of Lessee in or to the Premises; or

(6) The abandonment by Lessee of the Premises, except in connection with its surrender thereof to an approved assignee.

**B. COUNTY'S REMEDIES UPON MATERIAL BREACH BY LESSEE**

Upon material breach by Lessee as set forth above County may give Lessee written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Upon such termination, all rights conveyed to Lessee under this Lease, including the rights of any sublessee, to possession and use of the Premises shall cease. Any termination under this section must be expressly noticed as set forth herein, and neither notice to pay rent or to deliver up possession of the Premises given pursuant to law, nor any proceeding instituted by County, nor the failure by Lessee for any period of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease. Lessee shall by the effective date of Lease termination, as set forth in the foregoing notice of termination, remove from the Premises all property of any nature not thereon prior to the effective date of this Lease. All property remaining on the Premises after termination of this Lease shall be deemed abandoned by Lessee and subject to removal by County at Lessee's expense, or by payment under the performance bond required under the terms of this Lease.

**18. DEFAULT BY COUNTY AND LESSEE'S REMEDIES**

**A. COUNTY IS IN MATERIAL BREACH OF THIS LEASE UPON THE OCCURRENCE OF ANY OF THE FOLLOWING:**

(1) Lessee is for a period of 30 consecutive days unable to use the Premises because of any law, rule, regulation or other act or failure to act on the part of any governmental authority having jurisdiction over the Premises or the Airport, provided the inability to use the Premises is not due to a failure to comply with the terms and conditions of this Lease or other act or omission of Lessee, its representatives, successors and assigns, and is within the control of County;

(2) County's default in the observation or performance of any covenant or obligation hereunder and the failure of County to remedy such default for a period of 21 days after receipt of written demand from Lessee to remedy the same. Said demand is not effective unless it specifically describes the default that is the subject of the demand.

**B. LESSEE'S REMEDIES UPON MATERIAL BREACH BY COUNTY**

Upon material breach by County as set forth above, Lessee may give County written notice of its intention to terminate this Lease, which termination shall be effective on the date set forth in the notice. Provided, however, that the notice of intent to terminate shall be of no force or effect if County shall have remedied the breach specified in the notice prior to County's actual receipt of said notice.

**19. REMEDIES CUMULATIVE, NO IMPLIED WAIVER**

All rights and remedies of County and Lessee contained in this Lease, or based in law or equity shall be construed to be cumulative, and no such right or remedy shall be exclusive of any other unless so stated herein. No waiver of any default or breach of this Lease shall be implied from any acceptance by County of any rent or other payments due hereunder or any omission by County to take any action on account of such default or breach if such default or breach persists or is repeated, and no express waiver shall be effective in a manner other than as expressly specified in said waiver. The consent or approval by County to or of any act by Lessee requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent or approval to or of any subsequent similar acts by Lessee. No waiver by Lessee of County's default or breach of any of its obligations hereunder shall be construed to be or act as a waiver by Lessee of any subsequent default or breach by County.

**20. ownership of renewable energy credits**

Any renewable energy credits, renewable energy certificates, renewable resource credits, carbon credits, and any other similar credits or certificates based on the generation of electricity produced by the solar photovoltaic array located on the Premises and the delivery to and use of such electricity by County shall be the exclusive property of County.

**21. ENTRY UPON PREMISES**

County may enter upon the Premises at any reasonable time, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Premises for compliance with all applicable laws, rules, regulations and covenants hereunder or to prevent waste, loss or destruction.

**22. SUCCESSORS AND ASSIGNS BOUND**

All the terms, covenants and conditions of this Lease shall extend to and bind the successors and assigns of the parties hereto.

**23. SEVERABILITY**

If any term or condition of this Lease shall be deemed to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

**24. LAWS, VENUE, AMENDMENT, ENTIRE AGREEMENT**

This Lease shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin with venue of any dispute in Dane County Circuit Court. This Lease shall not be construed more strictly as to either party on the basis of which party is more responsible for its preparation. The Airport Director is authorized to approve and execute on behalf of County any other instrument or modification of this Lease necessary to implement the provisions herein. All terms and conditions agreed upon by the undersigned parties with respect to the subject matter of this Lease are contained herein, and each party specifically acknowledges by its execution of this Lease that it has not relied on any verbal promise, representation or warranty made by the other party, its employees or agents with respect to this Lease or any of the matters and rights addressed herein.

**25. NOTICES**

Except as provided below with respect to emergencies, notice to either party shall be sufficiently served if it is in writing and is physically delivered or delivered by certified mail to the party at its address as set forth below, or to such other address as may be provided by the party in writing from time to time.

County: Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, WI 53704-3120

Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lessee shall provide to County, in writing, the name, address and telephone number(s) of a representative authorized to act on behalf of Lessee with respect to performance under this Lease that County can contact 24 hours per day, seven days a week, in the event of exigent circumstances involving the lease.

**26. TIME IS OF THE ESSENCE**

Time is of the essence in performance under this Lease.

**27. FORCE MAJEURE**

Force Majeure shall mean occurrences caused by or resulting from severe weather conditions, war, insurrection, riot, civil commotion, fire or other casualty, strikes, lockouts, inability to obtain labor or materials, or other causes beyond a party's reasonable control. Neither party shall have any liability whatsoever to the other party on account of any event of Force Majeure. If this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay caused by any event of Force Majeure. However, an event of Force Majeure shall not in any way affect Lessee's obligation to pay rent or other moneys due, nor shall it extend the term of this Lease.

**28. PROPERTY RIGHTS RESERVED**

All rights granted Lessee under this Lease are subject and subordinate to the terms and conditions of the instruments under which County has acquired and improved the Airport.

**29. COUNTERPARTS AND COPIES**

The parties may evidence their agreement to be bound by the terms of this Lease upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Lease shall have the same effect for all purposes as an original.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF and with the intent to be bound hereby, the parties have below executed this Lease on the dates indicated.

**FOR (LESSEE):**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR DANE COUNTY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph T. Parisi  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott McDonell  
County Clerk