



REQUEST FOR PROPOSALS (RFP)

REV. 11/2017

Department of Administration
Purchasing Division
County of Dane, Wisconsin

COUNTY DEPT	Public Works, Highway & Transportation	
RFP NUMBER	118026	
RFP TITLE	CTH M (CTH Q to STH 113) Preliminary Design	
DEADLINE FOR RFP SUBMISSIONS	March 23, 2018 2:00 p.m. (CST)	
	Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.	
VENDOR COFERENCE/SITE TOUR	None	
SUBMIT RFP TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345	
PLEASE DIRECT ALL INQUIRES TO (EMAIL IS PREFERRED)	NAME	Pete Patten
	TITLE	Purchasing Agent
	PHONE #	608-267-3523
	FAX #	608-266-4425
	EMAIL	patten.peter@countyofdane.com
	WEB SITE	www.danepurchasing.com
DATE BID ISSUED: February 9, 2018		

PROPOSAL SUBMISSION CHECKLIST	<ul style="list-style-type: none"> <input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number. <input type="checkbox"/> Place the Signature Affidavit as the first page of your proposal. <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> <input type="checkbox"/> Submit (1) original and (5) copies of your Proposal. <input type="checkbox"/> Submit (1) original and (1) copy of your Cost Proposal. <input type="checkbox"/> Submit (1) complete electronic copy of your Proposal and Cost Proposal in PDF format on a flash drive. <p style="text-align: center;"><u>Sealed proposals must be date/time stamped by a Dane County Administration staff member upon receipt.</u></p>
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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 environmental documentation, preliminary plans and other associated reports or documents that will be the basis for the reconstruction of CTH M (CTH Q to STH 113) to a 4-lane semi-urban section. The work described in this RFP is considered phase 1 of a two-phase project and will be completed using 100% local funds. (See Attachment E for Project Location Map)

Phase 2, final design through PS&E will be completed under a separate RFP.

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

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

The contract that is awarded through this RFP process will be administered for Dane County Highway by Pam Dunphy, Deputy Highway Commissioner

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be directed to the **Purchasing Agent 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 1.4).

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 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 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.

1.4 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing 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
February 9, 2018	RFP Issued
February 22, 2018	Last day to submit written inquiries (2:00 p.m. CST)
March 1, 2018	Supplements or revisions to the RFP posted on the Purchasing Division website
March 23, 2018	Proposals due (2:00 p.m. CST)
Week of April 9, 2018	Interviews (if requested)
Week of April 16, 2018	Selection of Consultant
April/May 2018	Contract Execution/Project Initiation

1.5 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 the project work is completed.

1.6 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).

1.7 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.

1.8 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.

2.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

2.1 Project Overview

This project is to prepare an Environmental Document along with 50% plans and estimates following Wisconsin Department of Transportation and Chapter Trans 400, Wisconsin Administrative Code procedures for reconstruction of CTH M between CTH Q "North" and STH 113.

CTH M will be reconstructed on its existing alignment to an urban boulevard with 4-vehicular travel lanes, 2-bike lanes, raised curbed median, gravel shoulders or curbed shoulder area as needed and a multi-use path on one side of the road. The CTH K intersection is to be reviewed for possible relocation approximately 700 feet west and the Onken Road and Mary Lake Road intersections will need to include ICE signal warrant analyses. All other intersections will be evaluated and designed to meet traffic requirements per the Manual.

There are four structures located within the corridor. B-13-439 a two span slab structure over Six Mile Creek; B-13-601 a dual cell concrete box on Dorn Creek; a pedestrian bike tunnel located approximately 0.1 miles south of Onken Road and a Golf Cart precast box tunnel located approximately 0.15 miles southwest of Signature Drive. Each structure will be evaluated to determine if they can be added onto or if a separate structure will be require to accommodate the new pavement section.

2.2 Definitions and Links

The following definitions and links are used throughout the RFP.

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

- **Proposer/vendor** means a firm submitting a proposal in response to this RFP.
- **Consultant** means proposer awarded the contract.
- **FHWA** means Federal Highway Department.
- **Project** means the specific section of highway proposed for improvement by the County in this contract.
- **Services** means the engineering services, labor, equipment, and materials furnished by the CONSULTANT in accordance with the Contract.
- **Department** means Wisconsin Department of Transportation.
- **Manual** means the State of Wisconsin Facilities Development Manual and other manuals referenced therein.
- **Dane County Purchasing:** www.danepurchasing.com
- **Dane County Living Wage Information:**
http://www.danepurchasing.com/living_wage.aspx

2.3 Scope of Services

A. Design

Preparation of 30% and 50% plans are to follow WisDOT procedures and specifications and include the following general items which will be reviewed and approved by Dane County and WisDOT Staff. Design assumes a 4-lane urban or suburban (curbed median and rural shoulders) typical section with on road bike lanes and an off road path.

- 1) Field survey, geotechnical report, pavement design, horizontal and vertical design, drainage design, structure layout and intersection layouts
- 2) Define the existing and proposed R/W needs
- 3) Conceptual construction staging plans so that any potential R/W (easements) needed are accounted for in Environmental Document
- 4) Traffic staging shall be planned to accommodate one lane of traffic in each direction for the duration of the project.

Specific items which will be included in this proposal are listed below.

- 1) The CONSULTANT shall provide the COUNTY with two conceptual design alternatives for the relocation of the CTH K intersection.
- 2) The following intersections shall be analyzed for ICE (signal warrants)
 - (a) Onken Road
 - (b) Mary Lake Road
- 3) The following intersections shall be analyzed and redesigned to meet intersection requirements for the projected traffic volumes.
 - (a) CTH Q
 - (b) West Point Road
 - (c) Signature Drive
 - (d) Bishops Bay Parkway
 - (e) South Woods Road
 - (f) Willow Road "east" and "west"

- 4) STH 113 to Blue Bill Park Drive: It is assumed the design project will stop at the Blue Bill Park Drive Intersection and no analysis will be needed between Blue Bill Park Drive and STH 113. This section will be considered for a mill and overlay in the final design contract.
- 5) The CONSULTANT shall provide an intersection control evaluation report including traffic modeling results and findings for the above referenced intersections.

B. Design Reports

- 1) Concept Definition Report: Not required in Phase 1.
- 2) Design Study Report: Not required in Phase 1.
- 3) Soils and Subsurface Investigation:
The CONSULTANT or the CONSULTANTS SUBCONSULTANT will provide soil borings including classifying soils by pedological means to provide pavement design data. The soil borings are to be 10 feet deep and spaced once every 1,000 feet. The CONSULTANT shall recommend the location of soil borings and shall coordinate with the SOIL CONSULTANT. Any geological engineering analyses required shall be part of CONSULTANT scope. The COUNTY will provide traffic control for the soils CONSULTANT.
- 4) Pavement Design Report:
The CONSULTANT shall prepare a Pavement Type Selection Report as set forth in the Manual and TRANS 400, Wisconsin Administrative Code. One copy of the report shall be submitted to Dane County for review and an additional copy shall be sent to the DEPARTMENT for approval.
- 5) Construction Staging/Traffic Routing Plan
This document will be a precursor to the TMP that will be completed in Phase 2 of the CTH M Design. The CONSULTANT shall prepare a Construction Staging/Traffic Routing Plan to identify the type of TMP required in Phase 2 and to determine what if any impacts there will be on R/W requirements.

The Consultant is to prepare a construction staging/traffic routing report including plan sheets that is detailed enough to identify potential traffic conflicts, delays and to address additional R/W needs.

The Construction Staging/Traffic Routing plans will be reviewed and approved by Dane County.

C. Environmental Documentation

The CONSULTANT shall assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code and recommend to the DEPARTMENT the appropriate level of environmental documentation. The type of environmental document required will depend upon the type of action (Type IV, Type III, Type II, Type I) according to the Environmental Action List presented in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Upon the DEPARTMENT'S concurrence of the level of environmental documentation, the CONSULTANT shall prepare the appropriate environmental document in accordance with the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code for approval by the DEPARTMENT.

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

1) Environmental Assessments:

(a) Publish the notification of the availability of the Environmental Assessment as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code.

(b) Revise the Environmental Assessment to address comments received during the public availability period.

2) Environmental Impact Statements (Not Used):

3) Agricultural Impact Notice:

Prepare an Agricultural Impact Notice, as specified in the MANUAL, for all lands from farm operations which may be acquired for this PROJECT. Submit Agricultural Impact Notice to the Wisconsin Department of Agriculture, Trade, and Consumer Protection.

4) Section 4(f) Evaluation:

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the DEPARTMENT for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation as specified set forth in the MANUAL.

5) Wetland Investigations:

(a) The CONSULTANT shall identify wetland impacts in conjunction with the Department of Natural Resources and provide for compensation of wetland loss, if necessary, following the procedures in the MANUAL and the "Wisconsin Department of Transportation Wetland Mitigation Banking Technical Guideline dated March, 2002."

(b) The CONSULTANT shall conduct a site reconnaissance to assess, classify and locate wetlands. The assessment of the wetlands shall be in accordance with applicable state and federal regulations and guidelines, including the 1987 United States Army Corps of Engineers (USACE) wetland delineation manual. The CONSULTANT shall prepare a brief summary memo documenting these findings.

(c) If wetlands are present, the CONSULTANT shall field delineate identified areas and locate as part of the PROJECT surveys, if authorized.

- (d) Wetland Mitigation Plans for the PROJECT shall be considered "Extra Services."
- 6) Section 6(f) Evaluation:
The CONSULTANT shall prepare a Section 6(f) evaluation in accordance with the procedures as set forth in the MANUAL.
- 7) Historical and Archaeological Surveys and Studies:
 - a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.
 - b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" as specified in the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - c) Conduct further study(ies), as specified in the MANUAL, to document the eligibility of site(s) for inclusion in the National Register of Historic Places.
 - d) Prepare a Determination of Eligibility for each property that is recommended for consideration as eligible for inclusion in the National Register of Historic Places using Determination of Eligibility Form HP-02-10(06/01/94).
 - e) Prepare a Determination of Eligibility for archaeological sites using either the National Register Form NPS 10-900 or Form HP-02-10.
 - f) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, include Native Americans in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.
 - g) Prepare a Memorandum of Agreement as specified in the MANUAL in consultation with the FHWA, SHPO, and the BOE.
- 8) Noise Analysis:
Complete noise analysis as specified in the MANUAL and Chapter TRANS 405, Wisconsin Administrative Code. Findings of the noise analysis shall be incorporated into the environmental document prepared for the PROJECT.
- 9) Air Quality:
The CONSULTANT shall evaluate the effects of the PROJECT on air quality in accordance with Chapter NR411, Wisconsin Administrative Code, Department of Natural Resources modeling guidance, and the procedures in the MANUAL, including the Clean Air Act as amended. The CONSULTANT shall prepare and transmit an appropriate air quality screening analysis to the Department of Natural Resources for approval if required. When the screening analysis

produces values at or above the 75% of any ambient air quality standard for carbon monoxide, or the Wisconsin Department of Natural Resources does not approve the screening analysis findings, the CONSULTANT shall prepare a detailed analysis and complete all forms necessary to make application for an air quality construction permit. The CONSULTANT shall provide all such analysis and forms to the COUNTY.

- 10) Hazardous Materials/Contamination Assessments
 - a) The CONSULTANT shall conduct a Phase 1 Hazardous Materials Assessment for the PROJECT in accordance with the MANUAL.
 - b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - c) The CONSULTANT shall conduct Phase 2 – Environmental Sampling, in accordance with the MANUAL, at up to four sites with two borings per site, if authorized.
 - d) The COUNTY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT.

Note: For the purposes of responding to this proposal the CONSULTANT is to assume an EA with FONSI with an option for a public hearing if approved.

D. Agency Coordination

The CONSULTANT shall consult with all affected local, state, and federal agencies and supply them with the necessary information concerning the PROJECT, including exhibits, so as to enable them to discharge their responsibilities within their jurisdiction.

Contact with these agencies shall be made early enough in the development of the PROJECT to enable them to make a timely response so that their comments can be considered at the appropriate stage of Services under this CONTRACT. These contacts shall be identified within the public involvement plan and public participation log as set forth under the provisions of Section 5.6 of this CONTRACT.

The CONSULTANT shall keep the COUNTY fully informed of its activities.

E. Railroad/Utility Involvements

- 1) General:
 - a) The COUNTY will provide the CONSULTANT with a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist the CONSULTANT to comply with Section 4.5.D.(3) (a) of the CONTRACT. If necessary, the list should be expanded by the CONSULTANT based on any additional facilities found in the field or based on contacts with other utilities. All known utilities should be invited to the Operational Planning Meeting.
 - b) During the development of the work under this CONTRACT, the CONSULTANT shall confer on an ongoing basis with all utility companies in the PROJECT vicinity in accordance with the MANUAL, to establish mutual

understanding on design features of the PROJECT affecting railroad and utility facilities.

- c) The CONSULTANT shall coordinate with all utility companies to insure that facility relocations/ alterations have been adequately considered.
 - d) The CONSULTANT shall keep the COUNTY duly informed of the status and nature of all such coordination activities. The CONSULTANT shall provide the COUNTY with timely plans and information that will permit it to meet its planned construction schedule.
- 2) Utility Coordination:
- a) The CONSULTANT shall arrange for all utility coordination as set forth in the MANUAL, with the exception of negotiating for utility company land interests.
 - b) It is the responsibility of the CONSULTANT to locate existing utilities on plans and plats.

F. Public Involvement

The CONSULTANT, after consultation with COUNTY shall prepare a Public Involvement Plan for this PROJECT.

In cooperation with the COUNTY the CONSULTANT shall maintain a log of public involvement activities associated with this PROJECT.

During the life of this CONTRACT the CONSULTANT shall assist the COUNTY in answering all questions received from the general public about this PROJECT

- 1) Informational Meetings:
- a) The CONSULTANT shall conduct up to three informational meetings to acquaint the public with the concepts and probable impacts of this PROJECT.
 - b) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.
 - c) The CONSULTANT shall prepare a summary report after the public information meetings.
 - d) The CONSULTANT shall consult with the COUNTY after the public informational meetings to discuss the comments received and shall recommend as to the possible disposition of these comments and suggestions.
 - e) The CONSULTANT shall make all the necessary arrangements for scheduling the meetings and provide notices and press releases for the COUNTY'S use. The CONSULTANT shall notify all adjacent and affected property owners. Mailing labels will be provided by the COUNTY.
 - f) The CONSULTANT shall provide the COUNTY with copies of all public involvement correspondence and file notes.

- g) The CONSULTANT shall coordinate meeting schedules with the COUNTY'S representative.
- 2) Formal Public Hearing:
 - a) The CONSULTANT shall assist the COUNTY in preparing for and holding one formal Public Hearing (if needed) as set forth in the MANUAL.
 - b) The CONSULTANT shall prepare the necessary exhibits, PROJECT statement, and printed handout material for use by the COUNTY in conducting the Public Hearing, in accordance with the procedures in the MANUAL.
 - c) The CONSULTANT shall be represented at the Public Hearing and shall be prepared to assist and provide information as requested by the COUNTY.
 - d) The CONSULTANT should retain a court reporter and provide a public hearing transcript.
 - e) The CONSULTANT shall evaluate the transcript of testimony received at the Public Hearing and make written recommendations to the COUNTY as to the possible disposition of the comments received.
 - f) As directed by the DEPARTMENT, the CONSULTANT shall incorporate into the Services for this PROJECT those changes or modifications brought about as the result of the Public Hearing.

G. Meetings

- 1) The CONSULTANT shall hold an Operational Planning meeting to discuss the organization and processing of the Services under this CONTRACT.
- 2) Meetings shall be held with local officials approximately two weeks prior to the Public Informational Meetings.
- 3) Meetings shall be held with the COUNTY'S staff approximately two weeks ahead of the local officials meeting for the purpose of reviewing exhibits, handouts and presentations.
- 4) Monthly meetings shall be held to plan, review, and coordinate the PROJECT with the COUNTY staff throughout the project timeline.
- 5) Up to three meetings shall be held to present plans to various COUNTY boards, commissions, neighborhood associations, other misc. interested individuals.
- 6) The CONSULTANT shall conduct up to two coordination meeting(s) with utilities having facilities on the PROJECT.

H. Surveys

The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT to usual standards of the DEPARTMENT & COUNTY and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT.

Surveys shall include such investigation of the site, locating and field staking as may be necessary to provide adequate ties between railroad and utility facilities and the highway stationing for development of the design.

- 1) The limits of the survey shall correspond to the limits of the project as outlined in Section 2.1 of the contract, Project Overview.
- 2) Surveys shall include 150' from centerline in both directions (300' total cross section). The survey at the intersections shall include a 600' extra length on all side streets except CTH K which will require additional survey information required to relocate the intersection.
- 3) The CONSULTANT shall temporary mark existing and proposed right-of-way for coordination with affected utilities and property owners.
- 4) Surveys shall include ties to section corners, quarter section corners, and to street lines or block corners in platted areas. These ties shall be in sufficient detail to permit the preparation of right of way plats and legal descriptions of the lands to be acquired.
- 5) If authorized by written notice from the COUNTY, the CONSULTANT shall provide staking for utilities to allow for the timely relocation of their facilities. The COUNTY will provide the CONSULTANT a minimum of one (1) week notice
- 6) Surveys shall be tied into the current DANE COUNTY coordinate system.

I. Soils and Subsurface Investigations

The CONSULTANT or the CONSULTANTS SUBCONSULTANT will provide soil borings including classifying soils by pedological means to provide pavement design data. The soil borings are to be 10 feet deep and spaced once every 1,000 feet. The CONSULTANT shall recommend the location of soil borings and shall coordinate with the SOIL CONSULTANT. Any geological engineering analyses required shall be part of CONSULTANT scope. The COUNTY will provide traffic control for the soils CONSULTANT.

Structure soil borings for the bridge and large structure culverts are not included in the phase 1 document.

J. Road Plans

- 1) The CONSULTANT shall prepare 50% Road Plans for the PROJECT.
- 2) 30% Road Plans are preliminary concept plans showing alignment and proposed typical sections.
- 3) 50% Road Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to determine R/W requirements and provide a base estimate for the phase 2 final design and construction project. 50% Road Plans generally consist of the following:
 - a. Title Sheet
 - b. Typical Cross Sections
 - c. Engineering Estimates on Computer Worksheet

- d. Plan & Profile Sheets
- e. Cross Sections

Road Plans shall be designed in accordance with the MANUAL.

- 4) Bridge Plans are the compilation of documents, reproducible drawings, depicting the location, character, dimensions, and relevant data necessary to determine R/W requirements and provide a base estimate for the final construction project.

Final bridge plans will be designed during phase 2.

- 5) The CONSULTANT shall develop sufficient alternative or trial alignments profiles, or other geometric configurations to enable selection of the design that provides the best balance between practical construction considerations, right-of-way requirements, aesthetics, blending with the topography, and costs. The roadway profiles are to provide a "good fit" to the terrain to minimize earthwork and grading costs and to develop the configuration of other roadway elements such as bridges, intersections and cross-sections. Such trial designs or adjustments are considered essential phases of good engineering design and are required work under this CONTRACT.
- 6) Road Plans shall be developed using Civil 3D. Plan preparation shall be in accordance with the prescribed methods and on the approved plan sheet vehicles described in the MANUAL.
- 7) The COUNTY will furnish to the CONSULTANT construction plans for the 2004-2006 CTH M reconstruction projects, WisDOT planning documents from the North Beltline Study and other data as may be available for use in the preparation of the plans. Such plans shall be considered only as preliminary information subject to further development.
- 8) The CONSULTANT shall furnish such other pertinent information and data with respect to the plans and design as may be necessary for completion of work under this CONTRACT.
- 9) Plans are subject to review and examination by the COUNTY. Such review and examination may be made on the site of the PROJECT.

K. Traffic

The COUNTY will provide traffic counts and traffic projections along CTH M as well as all side roads. The CONSULTANT shall provide a synchro traffic model for the project. Synchro shall be used for intersection signalization.

L. Structure Plans

The CONSULTANT shall provide concept plans only for all structures located in the project limits sufficient for estimating, R/W needs, environmental impacts and utility conflicts.

M. Right-of-Way Plan

- 1) The CONSULTANT shall prepare existing right-of-way plan sheets based on physical survey evidence and previous CTH M right-of-way plats that cover the entire project corridor. The previous plat sheets will be provided by the COUNTY.

- 2) The CONSULTANT shall show additional right-of-way required to accommodate the new pavement section, intersection realignment, volume and sediment control of stormwater and traffic staging that lay outside the existing right-of-way on the plan sheets.
- 3) The CONSULTANT shall show all utility easement locations on the right-of-way plan sheets along with referencing the source document number which applies to the utility easement if available.

The consultant shall include estimated cost of right-of-way purchases in the estimate for Phase 2 cost.

N. Special Requirements for Design

- 1) TRAFFIC CONTROL, The CONSULTANT plans and environmental document shall be designed and planned to accommodate one lane of traffic in each direction for the duration of the project.
- 2) MULTI-USE TRAIL, The CONSULTANT shall review existing and proposed MULTI-USE trails throughout the corridor and plans shall provide continuous connectivity between CTH Q and STH 113.
- 3) The CONSULTANT shall provide right of way needs for volume and sediment control of storm water throughout the project. Survey in section 5.8 shall cover this required area as well.

O. Estimates

The consultant shall provide a cost estimate for phase 2 final design/PS&E and for construction of this project once the 50% plans are approved by Dane County. The cost estimate is to include the following items.

- Cost to complete final design through PS&E as per the Manual
- Cost to purchase R/W
- Cost to reconstruct CTH M as per 50% plans

P. Electronic Data Submittal

The CONSULTANT shall submit all computer aided design (CAD) files to the COUNTY. Design files shall be in a dgn format utilizing CIVIL 3D design software.

Design files shall be submitted in Wisconsin County Coordinate System space. Seed files and level schematics will be provided by the COUNTY at the CONSULTANT'S request.

Q. Services Provided by the County

The COUNTY will provide to the CONSULTANT the following for the PROJECT:

- 1) Record drawings and municipal utility plans as available.
- 2) Traffic counts and projections.
- 3) COUNTY Official Map as available
- 4) Names of adjacent property owners.
- 5) List of known utilities companies and contacts.

R. Timing of Submittals

The CONSULTANT shall provide a Project Schedule to the DEPARTMENT within thirty (30) days of Notice to Proceed. The CONSULTANT shall provide an update of this schedule on a monthly basis.

S. Prosecution and Progress

- 1) The CONSULTANT proposes to sublet services to _____
- 2) The following items of work will be completed and submitted to the COUNTY by the indicated dates, if CONSULTANT has received the Notice to Proceed by April 23rd, 2018.

Item	Date
Environmental (Section 106 Review)	
Environmental Document	
30% Road Plans	
Pavement Design Report	
Construction Staging/Traffic Routing Report	
R/W Plans	
50% Road Plans	

In the event that the COUNTY's notice to commence work is issued after the date scheduled to commence work listed above, the dates herein are amended by the number of days the notice to commence work is after the date listed above.

T. County Review of Environmental Reports, Pavement Reports and Road Plans

- 1) 30% Review, The CONSULTANT shall provide the COUNTY plans at 30% completion for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.
- 2) 50% Review, The CONSULTANT shall provide the COUNTY plans at 50% completion for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.
- 3) Reports, The CONSUTANT SHALL provide the COUNTY all reports for review. The COUNTY shall provide written review comments to the CONSULTANT within 30 calendar days.

3.0 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 up to five 11"x17" pages for graphics may be included. The RFP sections which should be submitted/responded to are:

3.1 Signature Affidavit (See Attachment A in Section 7.0: Required Forms)

3.2 Proposal Cover (1-page maximum)

Prominently include the RFP Title, RFP #, name of the lead consulting firm, and submission deadline. Graphics and additional information are optional.

3.3 Table of Contents (2-page maximum)

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 and will not count toward page limitations nor will pages that are left entirely blank.

3.4 SECTION 1. Cover Letter (2-page maximum)

Provide a letter of introduction that includes the following at a minimum:

- Name of lead consulting firm
- Name and contact information of the proposed project manager
- Name and contact information of person authorized to submit the scope and cost proposal on behalf of the firm
- Acknowledgment that respondent has reviewed the RFP and all addendums in their entirety

3.5 SECTION 2. Firm Description (2-page maximum for primary Consultant, 1-page maximum for each sub-consultant)

Provide a description of each firm including the services provided, unique skills and expertise offered, length of time in business, form of incorporation, and the location of the primary office that will work on the project.

3.6 SECTION 3. Project Team and Roles (3-page maximum)

Provide a project organizational chart and overview of the roles, responsibilities and level of effort to be provided by the primary team members.

The project engineer is a major component in the implementation of this project. Provide a detailed description (1-page maximum) outlining the project engineers experience and how it will benefit this project. NOTE: the identified project engineer of the selected firm will be specifically listed in the contract. The County reserves the right to terminate the contract if the identified project manager is unable to complete the project for any reason.

3.7 SECTION 4. Relevant Firm Experience (5-page maximum for primary Consultant, 1-page maximum for each sub-consultant)

Provide a description of the work performed, budget, dates and a client contact for projects the respondent firms have completed that are relevant to the scope of services requested in this RFP.

3.8 SECTION 5. Team Resumes (2-page maximum for Project Manager, 1-page maximum each for all other primary team members)

Provide information relevant to each member's capabilities, experiences and education to complete the project as proposed.

3.9 SECTION 6. Project Understanding and Approach (8-page maximum)

Provide the Consultant's understanding of the project and expected outcomes and describe the Consultant's proposed approach to completing the scope of services as outlined in Section 2.3 of this RFP and the deliverables to be provided. **This should include how the Consultant intends to address the**

issues and objectives described in Section 2.1.D. Respondents may offer an alternate set of tasks as they deem appropriate provided that the entire scope of work and deliverables as described in Section 2.3 are addressed. The tasks used to present the approach should track with those used to describe the roles of project team members, the project schedule, and cost proposal.

3.10 SECTION 7. Project Schedule (2-page maximum)

Provide a project schedule that tracks with the project approach and identifies key project milestones such as the site visits and the associated meetings as described in Section 2.3.F of this RFP. The project schedule should take a **maximum of 24 months to complete and preferably less.**

3.11 SECTION 8. Required Forms (see Attachments B and C in Section 7.0: Required Forms)

- Designation of Confidential and Proprietary Information (Attachment B)
- Fair Labor Practices Certification (Attachment C)

4.0 COST PROPOSAL

4.1 General Instructions on Submitting Cost Proposals

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

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

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

4.2 Format for Submitting Cost Proposals

See Attachment D.

4.3 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed for the length of the project.

4.4 Required Form (see Attachment E in Section 7.0: Required Forms)

- Cost Proposal (Attachment E). Submitted separate from the rest of the proposal. (see Section 4.1 for instructions)

5.0 GENERAL PROPOSAL REQUIREMENTS

5.1 General Instructions

The evaluation and selection of a CONSULTANT 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.

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

5.2 Proprietary Information

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

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

5.3 Incurring Costs

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

5.4 Vendor Registration

All proposers wishing to submit a proposal must be a paid registered vendor with Dane County. Prior to the RFP opening, you can complete a registration form online by visiting our [website](#). Your Vendor Registration Fee must be received for your bid to be considered for an award.

5.5 Submittal Instructions

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

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

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

5.6 Required Copies

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

All hard copies of the proposal must be on 8.5"x11" individually securely bound. **In addition, proposers must submit one complete electronic copy in Microsoft Word or PDF format saved on a Flash Drive.**

5.7 Proposal Organization and Format

Proposals should be organized to comply with the section numbers and names as shown in Section 3.0: Proposal Preparation Requirements.

5.8 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.

5.9 Domestic Partner Equal Benefits Requirement

The CONSULTANT [or grant beneficiary] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The CONSULTANT [or grant beneficiary] agrees to make available for County inspection the CONSULTANT's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a CONSULTANT [or grant beneficiary] contain any false, misleading or fraudulent information, or if a CONSULTANT [or grant beneficiary] fails to comply with the provisions of s. 25.13, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the CONSULTANT the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

5.10 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.12. See Section 27.0 Standard Terms and Conditions. The minimum living wage rate for 2017 is \$12.50. For future years it will be: \$13.00 for 2018, \$13.50 for 2019, \$14.00 for 2020, \$14.50 for 2021 and \$15.00 for 2022. After 2022, the living wage will increase annually according to the increase in the Consumer Price Index. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division [website](#).

6.0 PROPOSAL SELECTION AND AWARD PROCESS

6.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 3 and Section 5 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.

6.2 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.

6.3 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.

6.4 Evaluation Criteria

The proposals will be scored using the following criteria:

General Requirements	Percent
Organization Capabilities and Experience (Section 3.5)	10%
Project Team (Section 3.6)	10%
Project Engineer (Section 3.6)	20%
Technical Requirements	Percent
Project Understanding and Approach (Section 3.9)	40%
Project Schedule (Section 3.10)	15%
Cost	Percent
Cost (Section 4)	5%
Total	100%

6.5 Award and Final Offers

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

6.6 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.

7.0 REQUIRED FORMS

The following forms must be completed and submitted with the proposal in accordance with the instructions given in Section 3.0. Blank forms are attached.

- Attachment A Signature Affidavit
- Attachment B Designation of Confidential and Proprietary Information
- Attachment C Fair Labor Practices Certification
- Attachment D Cost Proposal
- Attachment E Project Location Map

SIGNATURE AFFIDAVIT			
NAME OF FIRM:			
STREET ADDRESS:			
CITY, STATE, ZIP:			
CONTACT PERSON:			
PHONE #:			
EMAIL ADDRESS:			
FAX #:			
DANE COUNTY VENDOR #		Date Last Paid	

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 # _____

LOCAL VENDOR PURCHASING PREFERENCE	
Are you claiming a local purchasing preference under DCO 25.08(7)?	
<input type="checkbox"/> No (continue to next page) <input type="checkbox"/> Yes (complete remainder of this section)	
Indicate if your 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 your company as a Local Vendor. DCO 25.08(7)(b)	
We are claiming a preference as a Dane County Business	<input type="checkbox"/> Dane County
We are claiming a preference as a business located in a county adjacent to Dane County:	
<input type="checkbox"/> Columbia County <input type="checkbox"/> Dodge County <input type="checkbox"/> Green County <input type="checkbox"/> Iowa County <input type="checkbox"/> Jefferson County <input type="checkbox"/> Rock County <input type="checkbox"/> Sauk County	

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

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

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

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

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

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

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

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

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

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

That PROPOSER, BIDDER OR APPLICANT has: (Check One)

_____ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed.

_____ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this Certification is signed

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

For Reference Dane County Ord. 25.09 (1) is as follows:

(25.09) BIDDER RESPONSIBILITY. (1) 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.

COST PROPOSAL	
Firm Name	

Pricing shall be inclusive of all labor and expenses necessary to complete all of the services in accordance with the specifications, terms and conditions of this RFP and your proposal.

Using the specific tasks listed below, please provide a cost for each task and a total lump sum price. The cost of the listed task is considered all-inclusive to work under this contract. All other work described in this document shall be incidental to the tasks listed below.

Service	Price
Environmental (Section 106 Review)	\$
Environmental Documentation	\$
Public Hearing (if required)	\$
30% Plans	\$
Construction Staging/Traffic Routing Report	\$
Soils Report	\$
Pavement Design Report	\$
Right-of-Way Plan	\$
50% Plans	\$
Phase 2 Cost Estimate	\$
TOTAL PROJECT COST	\$

COST PROPOSAL	
Firm Name	

Provide an hourly rate for key personnel. This will only be used if additional services are required.

Job Title	Hourly Rate (\$)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Attachment E – Project Location Map



8.0 STANDARD TERMS & CONDITIONS

(Request For Bids/Proposals/Contracts)
Dane County Purchasing Division
Rev. 11/2017

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 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, 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 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.

27.0 LIVING WAGE REQUIREMENT: The vendor shall, where appropriate, comply with the County's Living Wage requirements as set forth in section 25.12, Dane County Ordinances.

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.12, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

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

- The maximum value of services to be provided is less than \$5,000;
- The bid involves only the sale of goods to the County;
- The bid is for professional services;
- The bid is for a public works contract where wages are regulated under s. 62.293, Wis. Stats.;
- The bidder is a school district, a municipality, or other unit of government;
- The service to be provided is residential services at an established per bed rate;
- The bidder's employees are persons with disabilities working in employment programs and the successful bidder holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
- The bidder is an individual providing services to a family member; or
- The bidder's employees are student interns.

27.03 COMPLIANCE WITH FAIR LABOR STANDARDS. During the term of this Agreement, 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."