



REQUEST FOR BID

Department of Administration
Purchasing Division

COUNTY DEPT	Dane County Public Works, Highway & Transportation	
RFP NUMBER	116057	
RFP TITLE	Bridge Inspection and Re-Inspection	
PURPOSE	The purpose of this document is to solicit bids from responsive and responsible bidders to prepare and submit a proposal for Bridge Inspection and Re-Inspections in accordance with the specifications.	
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. Central Time May 6, 2016 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.	
SUBMIT BID TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345	
REQUIRED BID COPIES	<ul style="list-style-type: none">• Submit (1) original and (2) copies of your Technical Proposal• Submit (1) original and (2) copies of your Cost Proposal• Submit one complete electronic copy in Microsoft Word or PDF format burned to a flash drive or CD/DVD.	
PLEASE DIRECT ALL INQUIRES TO	NAME	Pete Patten
	TITLE	Purchasing Agent
	PHONE #	608-267-3523
	FAX #	608-266-4425
	EMAIL	patten.peter@countyofdane.com
	WEB SITE	www.danepurchasing.com
THIS RFP IS COMPRISED OF: Part 1 – General Information Part 2 – Bid Forms (Attachments A – H) Part 3 – Standard Terms and Conditions		RESPONSE CHECKLIST: <input type="checkbox"/> Signed Affidavit – 1 st page of your proposal. <input type="checkbox"/> Submit the proper number of required copies. <input type="checkbox"/> Label the lower corner of the outermost envelope of your bid with the bid number.
DATE BID ISSUED: April 1, 2016		

RFP # 116057

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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 Bridge Inspections.

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

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

The contract administrator will be Greggar Petersen.

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

1.2 Scope of the Project

1.2.1 Project Description

The work under this agreement with a Wisconsin Department of Transportation (hereinafter referred to as "WisDOT") approved professional engineering firm, (hereinafter referred to as "Provider"), and Dane County Department of Public Works, Highway and Transportation, (hereinafter referred to as "County"), shall consist of the inspection and re-inspection of bridges in various municipalities within Dane County.

These inspections must conform to and be in accordance with Wisconsin Statutes 84.17 and TRANS 212, Standards for the Inspection of the Bridges in the State of Wisconsin. The inspections shall be in conformance with the procedures set out in the Wisconsin Department of Transportation, State of Wisconsin Structure Inspection Manual.

1.2.2 Objectives

Individual bridge inspection and re-inspection reports of the 2016 & 2017 inspections shall be entered into the HSIS database per WisDOT requirements. Additional update information that cannot be directly entered into the database shall be submitted directly to the WisDOT bridge section.

Two copies of the bridge inspection reports, along with one copy of update information and a brief summary report stating the overall findings of the bridge inspections shall be submitted to the County no later than November 30, 2016 and 2017 respectively.

The cost of bridge inspection reports, inventory update reports, underwater inspections as required, bridge location data and summary reports shall be incidental to the costs of the individual bridge inspections and shall constitute no additional compensation.

Failure to have all reports submitted to the County by the dates specified above will result in a \$100 per day penalty being assessed against the Provider until all required reports are received.

The COUNTY reserves the right to disapprove any inspection reports, provided that such disapproval is given to the Provider within thirty (30) days of date of delivery of the bridge inspection reports. Disapproval is deemed delivered as of the date of mailing, postage prepaid, addressed to the Provider at the address set forth in this document.

All reports and documents prepared under the Agreement become the property of the County and shall not be disclosed to any third party except by written order of the County. The County reserves the right to cancel this Agreement at any time upon ten (10) days notice, deemed delivered as of the date of mailing, postage prepaid, to the Provider at the address set forth in this document.

1.2.3 Information Provided

- 1) The County will provide a detailed list (Attachment H) of the bridges that are to be inspected and those requiring re-inspection at the time the RFP was written.
- 2) The County will designate bridges that are known to require fracture critical or underwater dive inspection on the bridge list.

1.3 Definitions

The following definitions are used throughout the RFP.

County means Dane County

County Agency means Department /Division utilizing the service or product

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

Contractor means proposer awarded the contract.

WisDOT means Wisconsin Department of Transportation

1.4 Clarification of the specifications

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

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

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a

proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

Mailing Address:

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

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

1.5 Addendums and/or Revisions

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

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

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

1.6 Calendar of Events

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

DATE

April 1, 2016
Apr 15, 2016
Apr 21, 2016

May 6, 2016
May 12, 2016

EVENT

Date of issue of the RFP
Last day for submitting written inquiries (2:00 p.m. Central Time)
Supplements, revisions, or addenda to the RFP posted on the Purchasing Division web site at www.danepurchasing.com
Proposals due from vendors
Notification of intent to award sent to vendors

1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run for two year(s) from that date.

1.8 Reasonable Accommodations

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

2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions

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

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

2.2 Proprietary Information

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

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

2.3 Incurring Costs

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

2.4 Vendor Registration

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

2.5 Submittal Instructions

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

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

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

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

- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

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

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

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

3.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria. This scoring will determine the ranking of vendors based upon their written proposals.

3.3 Right to Reject Proposals and Negotiate Contract Terms

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

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

Description		Points
1	Firm Qualifications & Proposal	60
	Firm Experience (Section 4.1)	10
	References (Section 4.2)	10
	Proposal Scope & Approach (Section 4.3)	40
2	Staff Qualifications	20
	# of Bridges Inspected (Attachment G)	10
	Structure Load Ratings (Attachment G)	10
3	Cost	20
TOTAL		100

3.5 Award and Final Offers

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

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Firm Experience

Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify projects, dates and results.

4.2 Proposer References

Proposers must include in their RFPs a list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references will be provided to the evaluation team and used in scoring the written proposals. (Attachment C) Additional pages may be attached if necessary.

4.3 Project Scope & Approach

The proposal scope should address the technical requirements listed below and describe the approach used to meet new bridge inspection requirements. Include descriptions or examples of supplementary information that will be attached to the inspection report. (i.e. stream profile, defect diagrams, photos, etc.)

4.4 Staff Qualifications

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

4.5 Mandatory Requirements

The following general requirements are mandatory and must be complied with. Provide documentation that this requirements are met in Attachment G.

4.5.1 The successful firm must be a registered vendor for the Wisconsin Department of Transportation.

4.5.2 Staff assigned to the project must have completed the 2-week bridge inspection training course, the fracture critical inspection course, the 2016 WisDOT refresher course and must appear on the WisDOT list of qualified inspectors.

5.0 TECHNICAL REQUIREMENTS

5.1 The objective of this contract is to provide bridge inspection services for Dane County and Local Municipalities within Dane County required to meet WisDOT, Federal and County requirements. The technical requirements that follow describe the basis of the inspection requirements.

5.2 The Provider shall conduct the appropriate inspection type (initial, routine, interim, SAI, fracture critical, etc.) as listed in Attachment H and as required in the current versions of the WisDOT Structures Inspection Manual, WisDOT Bridge Inspection Update Training and WisDOT Bridge Inspection Field Manual for each bridge.

5.3 The bridge inspections along with all supplemental information are to be completed and entered into the HSIS system by the inspection date deadline.

5.4 The inspectors shall be trained and certified for the type of inspection being performed. (i.e. Team leaders for fracture critical inspections must have successfully completed fracture critical training within the last 10 years.)

5.5 All updated Bridge Inspection Reports and Re-inspection Reports shall be submitted in duplicate to the County with a brief report summarizing the overall findings of the field inspections. The summary report should include a copy of individual bridge maintenance recommendations and priority as entered into the HSIS system.

- 5.6 If the condition of an element has changed significantly, the Provider shall take field measurements and/or photographs to document the change. If the condition is critical or near critical, the Provider shall so advise the County and the municipality as soon as possible so that necessary action can be promptly initiated.
- 5.7 No new capacity rating calculations are anticipated. However, if a bridge has experienced a substantial change in condition since the last rating, field data will have to be collected for purposes of performing a capacity rating. The capacity ratings shall be calculated for the controlling main load-carrying member(s) of the structure, noting the design , inventory and operational ratings.
- The County shall be notified and must agree to the capacity rating prior to the vendor starting the rating. The capacity rating cost is not included in the proposal and will be paid through a contract amendment.
- 5.8 Each municipality shall be notified of the date of anticipated bridge inspections and re-inspections in their area so they can accompany the bridge inspection team if they so wish.
- 5.9 At the time of the RFP structures for which 2017 re-inspections are known to be required are noted in Attachment H. If the 2016 bridge inspection rating creates the need for a 2017 inspection the vendor shall notify the County and provide a cost for the contract amendment for the 2017 re-inspection.
- 5.10 The Provider is responsible to determine the construction schedule for bridges noted for reconstruction and inspect the new bridge after work is complete. This initial inspection and all required reports will be paid as per the amount listed on the cost sheet.

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

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

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

The yearly cost listed for each bridge inspection shall include the full cost to complete the routine, fracture critical or underwater dive inspection listed plus all ancillary inspection duties required in HSIS. Attachment H is a synopsis of the inspection requirements for each year from HSIS. Each years bridge inspection cost will be full compensation for all labor, equipment, tools and materials required to complete the required inspections, enter the inspections in HSIS and provide copies and a summary report to Dane County.

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

6.2 Format for Submitting Cost Proposals

Cost proposals shall be submitted on the attached sheets (Attachment H).

6.3 Fixed Price Period

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

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

The contractor may request partial payment as bridge inspections are completed and entered into the HSIS system. Full payment requests may be made once all bridge inspections are completed, entered into the HSIS system and additional Dane County reports and copies of the inspection are received by the County.

7.2 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2016 is \$11.34. The successful proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm

7.3 Domestic Partner Equal Benefits Requirement

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

7.4 Local Purchasing Ordinance

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

County ordinance provides that a local vendor automatically receive five points toward the evaluation score and vendors located within the counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock, Sauk) automatically receive two points toward the evaluation score.

8.0 REQUIRED FORMS

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

Attachment A	Signature Affidavit
Attachment B	Vendor Registration Certification
Attachment C	Reference Data Sheet
Attachment D	Designation of Confidential and Proprietary Information
Attachment E	Fair Labor Practices Certification
Attachment F	Vendor Data Sheet
Attachment G	Questionnaire Sheet
Attachment H	Bridge Inspection Table
Attachment I	Cost /Financial Proposal

**RFP COVER PAGE
SIGNATURE AFFIDAVIT**

NAME OF FIRM:

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

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

Signature

Title

Name (type or print

Date

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

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

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

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

Designation of Confidential and Proprietary Information

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 submitted a proposal, bid or application for a contract with the county of Dane.

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

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

For Reference Dane County Ord. 28.11 (28) is as follows:

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

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

VENDOR DATA SHEET / LOCAL PURCHASING PROVISIONS

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

1. Company Name:

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

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

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

3. Local Vendor:

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

- ☐ **No** – continue on to the next page
☐ **Yes** – complete the remainder of this form

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

Select one:

We are claiming a 10% preference as a Dane County Business

☐ **Dane County**

We are claiming a 5% preference as a business located in a county adjacent to Dane County

☐ **Columbia County**

☐ **Dodge County**

☐ **Green County**

☐ **Iowa County**

☐ **Jefferson County**

☐ **Rock County**

☐ **Sauk County**

REVISED 9/12

QUESTIONNAIRE
BRIDGE INSPECTIONS & RE-INSPECTIONS
DANE COUNTY MUNICIPALITIES (2016 & 2017)

1. Is the firm a registered vendor for the Wisconsin Department of Transportation

_____ yes _____ no

2. Total number of qualified bridge inspectors on your staff:

_____ Professional Engineers _____ Technicians

3. Approximate number of structures previously inspected under the State bridge inspection program by the person(s) assigned to this contract:

_____ Structures

4. Approximate number of structure capacity ratings previously made under the State bridge inspection program:

_____ Structures

5. Total length of time required for completion of this agreement is estimated to be:

_____ Days

6. List personnel that will be assigned to work on this project by name, classification (i.e. engineer, tech, other), years experience in the bridge design and inspection field and check all bridge training courses they have attended. Provide resumes describing their educational and work experiences.

Name	Classification	Years of Bridge Inspection Experience	FHWA Bridge Course	WisDOT Pontis Element Course	Inspection of Fracture Critical Course
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COST PROPOSAL / BRIDGE INSPECTION TABLE

Name of Firm: _____

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
City of Middleton											
B130514	Market Street	0.2 Mile W Jct Demming	61	Flat Slab	2016				2016		Not Req'd
B130534	Bike Path	Section 11	104	Deck Girder	2016						Not Req'd
B130546	Greenway Blvd	0.3 Mile W Jct Demming	21	Concrete Box	2016				2016		Not Req'd
B130563	Airport Road	1.3 Mile W. Jct USH 12	81	Flat Slab	2016				2016		Not Req'd
B130564	Airport Road	1.3 Mile W. Jct USH 12	81	Flat Slab	2016				2016		Not Req'd
B130580	Deming Way	0.5 Mile N Jct USH 14	110	Deck Girder	2016				2016		Not Req'd
B130602	Parmenter Street	0.6 Mile S Jct CTH M	70	Deck Girder	2016				2016		Not Req'd
B130603	Parmenter Street	0.6 Mile S Jct CTH M	70	Deck Girder	2016				2016		Not Req'd
B130622	Valley Conservancy Tr	0.7 Mile E Jct Parmenter	60	Deck Girder	2016						Not Req'd
B130623	Valley Conservancy Tr	0.9 Mile E Jct Parmenter	60	Deck Girder	2016						Not Req'd
B130624	Valley Conservancy Tr	1.0 Mile E Jct Parmenter	60	Deck Girder	2016						Not Req'd
B130626	Pedestrian Trail	0.3 Mile N Jct Century Ave	60	Flat Slab	2016						Not Req'd
B130627	West Conservancy Tr	0.4 Mile N Jct Century Ave	100	Deck Girder	2016						Not Req'd
B130628	SE Conservancy Tr	0.1 Mile N Jct Century Ave	96	Deck Girder	2016						Not Req'd
B130629	Valley Conservancy Tr	0.1 Mile E Jct Parmenter	60	Deck Girder	2016						Not Req'd
B130630	Valley Conservancy Tr	0.2 Mile E Jct Parmenter	60	Deck Girder	2016						Not Req'd
B130631	UW Health Ct	0.1 Mile W Jct Demi	36	Box Culvert	2016				2016		Not Req'd
B130644	Pedestrian	Lakeview Park	36		2016						Not Req'd
C132004	Pleasant View Rd	0.5 Mile S Jct Airport	14	Box Culvert	2016						Not Req'd
P130775	Park Street	0.4 Mile S Jct CTH M	33	Pipe Culvert	2016				2016		Not Req'd
City of Monona											
B130074	Tecumseh Avenue	1.6 Mile N Jct USH 12	24	Flat Slab	2016				2016		Not Req'd
B130084	Tecumseh Avenue	1.7 Mile N Jct USH 12	37	Flat Slab	2016				2016		Not Req'd

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
B130120	Winnequah Road	0.5 Mile N Jct USH 12	58	Deck Girder	2016 & 2017				2016		
B130495	Copps Avenue	0.1 Mile W of USH 51	34	Twin Arch	2016				2016		Not Req'd
P130155	Femrite Road	0.2 Mile W Jct USH 51	26	Pipe Culvert	2016				2016		Not Req'd
P130725	Bridge Road	0.3 Mile N Jct USH 12	135	Haunched Slab	2016				2016		Not Req'd
City of Stoughton											
B130031	Forton Street	0.2 Mile N Jct USH 51	84	Deck Girder	2016				2016		Not Req'd
B130374	Fourth Street	0.2 Mile S Jct USH 51	22	Box Culvert	2016				2016		Not Req'd
B130375	Fourth Street	0.2 Mile S Jct USH 51	40	Box Culvert	2016				2016		Not Req'd
B130512	USH 51(Main Street)	1.1 Mile N Jct CTH N(N)	88	Deck Girder	2016				2016		Not Req'd
Pd Br-1	Jefferson Street	0.1 Mile S Jct USH 51			2016						Not Req'd
Pd Br-2	Coopers Causeway	0.4 Mile N Jct USH 51			2016						Not Req'd
City of Verona											
B130053	Verona Ave (Old MV)	1.3 Mile E Jct G	24	Box Culvert	2016				2016		Not Req'd
B130427	Edward Street	0.3 Mile W Jct CTH M	31	Box Culvert	2016				2016		Not Req'd
B130476	S Main Street	0.6 Mile S Jct STH 69	34	Box Culvert	2016				2016		Not Req'd
B130506	Bruce Street	0.2 Mile E of STH 69	40	Flat Slab	2016				2016		Not Req'd
B130547	Half Mile Road	0.2 Mile S of USH 151	23	Flat Slab	2016	2016		2016*	2016		Not Req'd
B130625	Northern Lights Rd	0.1 Mile N Jct Nine Mound	36	Box Culvert	2016				2016		Not Req'd
B130699	Meister Rd EB & WB	.9 Mile N Jct USH 18	20	2-Span Precast Culvert	2016				2016		Not Req'd
B130784	Old CTH PB	0.4 Mile S Jct CTH MV	26	Deck Girder	2016 & 2017	2016 & 2017***			2016 & 2017***		
County of Dane											
B130952	CTH MS(Univ. Av.)	1.5 Mile E JCT CTH Q	578	Deck Girder	2016		2016				Not Req'd
P130903	CTH B	3.5 Mile W Jct USH 51	98	Box Culvert	2016	2016**					Not Req'd
Town of Albion											
B130045	Aarback Road	1.9 Mile E Jct STH 73	65	Deck Girder	2016 & 2017				2016		

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
B130236	Edgerton Road	0.9 Mile S Jct STH 106	36	Flat Slab	2016				2016		Not Req'd
B130279	Bliven Road	0.2 Mile S Jct STH 106	34	Flat Slab	2016 & 2017				2016		
B130441	STH 106-Edgerton Rd	.1 Mile E Jct Albion Rd	42	Flat Slab	2016	2016			2016		Not Req'd
B130446	Albion Road	0.1 Mile S Jct STH 106	40	Flat Slab	2016				2016		Not Req'd
B130581	Willow Drive	0.7 Mile W Jct CTH A	36	Flat Slab	2016				2016		Not Req'd
B130582	Lein Drive	1.6 Mile E Jct STH 73	30	Flat Slab	2016				2016		Not Req'd
Town of Berry											
B130041	South Valley Road	0.1 Mile S Jct USH 14	42	Box Culvert	2016				2016		Not Req'd
B130575	Spring Valley Road	0.4 Mile W Jct CTH KP	36	Flat Slab	2016				2016		Not Req'd
Town of Black Earth											
B130340	Olson Road	0.1 Mile E Jct CTH KP	60	Flat Slab	2016				2016		Not Req'd
P130131	Reeve Road	3.7 Mile W Jct CTH F	32	Deck Girder	2016				2016		Not Req'd
P130132	Sutcliffe Road	3.0 Mile W Jct CTH F	31	Deck Girder	2016				2016		Not Req'd
Town of Blue Mounds											
B130349	W. Blue Mounds Road	0.8 Mile E Jct CTH Z	25	Flat Slab	2016				2016		Not Req'd
B130419	Barber Road	0.1 Mile N Jct CTH Z	33	Flat Slab	2016				2016		Not Req'd
B130447	Rowley Road	0.1 Mile E Jct CTH Z	36	Flat Slab	2016				2016		Not Req'd
Town of Bristol											
B130353	Greenway Road	1.8 Mile E Jct CTH VV	66	Deck Girder	2016				2016		Not Req'd
B130392	Twin Lane Road	1.0 Mile S Jct USH 151	48	Deck Girder	2016				2016		Not Req'd
B130445	Vinburn Road	2.3 Mile E Jct CTH N	38	Flat Slab	2016				2016		Not Req'd
B130621	Muller Road	0.8 Mile W Jct USH 151	32	Flat Slab	2016				2016		Not Req'd
B130662	Russet Road	0.8 Mile S Jct CTH V	32	Flat Slab	2016				2016		Not Req'd
P130021	Elder Lane	1.0 Mile S Jct CTH VV	38	Deck Girder	2016	2016****		2016****	2016****		Not Req'd

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
Town of Burke											
B130096	Daentl Road	0.6 Mile W Jct USH 51	46	Deck Girder	2016				2016		Not Req'd
Town of Christiana											
B130357	Hoopan Road	2.5 Mile E Jct STH 73	69	Deck Girder	2016				2016		Not Req'd
Town of Cottage Grove											
B130277	North Jargo Road	1.1 Mile S Jct CTH BB	79	Deck Girder	2016				2016		Not Req'd
B130354	Ridge Road	1.0 Mile S Jct CTH BB	42	Flat Slab	2016				2016		Not Req'd
B130496	Vilas Road	0.2 Mile N Jct USH 12	32	Flat Slab	2016				2016		Not Req'd
P130150	West Ridge Road	1.1 Mile W Jct CTH BB	34	Deck Girder	2016				2016		Not Req'd
P130151	Uphoff Road	0.9 Mile S Jct CTH BB	34	Deck Girder	2016 & 2017				2016		
P130153	Baxter Road	1.1 Mile N Jct CTH BB	30	Pipe Culvert	2016				2016		Not Req'd
P130939	Femrite Drive	0.8 Mile N Jct USH 12	27	Deck Girder	2016 & 2017	2016		2016*	2016		
Town of Cross Plains											
B130231	Scherbel Road	0.4 Mile S Jct USH 14	42	Deck Girder	2016				2016		Not Req'd
B130638	Valley Spring Road	.72 Mile S of CTH J	30	Flat Slab	2016	2016*		2016*	2016*		Not Req'd
Town of Dane											
B130443	Lee Road	1.5 Mile W Jct STH 113	42	Flat Slab	2016				2016		Not Req'd
B130444	Lee Road	0.1 Mile E Jct CTH Y	32	Deck Girder	2016				2016		Not Req'd
Town of Deerfield											
B130032	Oak Park Road	1.4 Mile S Jct CTH BB	62	Deck Girder	2016				2016		Not Req'd
B130481	London Road	1.1 Mile E Jct STH 73	38	Flat Slab	2016				2016		Not Req'd
Town of Dunkirk											
B130508	Hammond Road	2.1 Mile E Jct CTH N	44	Flat Slab	2016				2016		Not Req'd
Town of Dunn											
B130352	Exchange Street	0.3 Mile S Jct USH 51	136	Haunched Slab	2016				2016		Not Req'd
P130190	East Dyreson Road	0.6 Mile W Jct CTH AB	127	Overhead Truss	2016 & 2017	2016	2016	2016*	2016		

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
P130904	Schneider Drive	1.1 Mile E Jct CTH MM	23	Box Culvert	2016				2016		Not Req'd
P130905	R-D Town Line Road	1.6 Mile W Jct CTH MM	27	Box Culvert	2016				2016		Not Req'd
Town of Madison											
B130571	E Badger Road	0.5 Mile W Jct Rimrock	100	Deck Girder	2016				2016		Not Req'd
Town of Mazomanie											
B130255	Hudson Road	0.3 Mile E Jct CTH Y	85	Flat Slab	2016				2016		Not Req'd
B130584	Hudson Road	0.7 Mile N Jct USH 14	132	Haunched Slab, 3-Span	2016				2016		Not Req'd
P130926	Wilkenson Road	1.8 Mile E Jct STH 78	23	Flat Slab	2016	2016		2016*	2016		Not Req'd
Town of Medina											
B130348	Canal Road	1.5 Mile W Jct STH 73	61	Prestr Girder	2016				2016		Not Req'd
B130373	Cherry Lane	1.3 Mile N Jct STH 19	48	Timber Slab	2016				2016		Not Req'd
Town of Middleton											
B130256	Capitol View Road	2.3 Mile W Jct USH 12	28	Flat Slab	2016				2016		Not Req'd
B130560	Low Road	0.8 Mile S Jct USH 14	26	Pipe Culv-Conc	2016				2016		Not Req'd
Town of Montrose											
B130127	Sun Valley Parkway	0.9 Mile E Jct CTH PB	117	Deck Girder	2016				2016		Not Req'd
B130367	French Town Road	0.5 Mile W Jct STH 69	73	Flat Slab	2016				2016		Not Req'd
B130372	Range Trail	0.4 Mile N Jct CTH PB	74	Haunched Slab	2016				2016		Not Req'd
B130381	Walter Road	0.3 Mile W Jct CTH PB	30	Flat Slab	2016				2016		Not Req'd
B130399	Fritz Road	0.5 Mile S Jct CTH A	74	Flat Slab	2016				2016		Not Req'd
B130437	French Town Road	0.9 Mile W Jct STH 69	30	Flat Slab	2016				2016		Not Req'd
P130216	Fritz Road	0.4 Mile N Jct CTH A	27	Box Culvert	2016 & 2017				2016 & 2017***		
Town of Oregon											
P130209	Bell Brook Road	1.5 Mile E Jct CTH D	23	Flat Slab	2016 & 2017	2016		2016*	2016		
Town of Perry											
B130489	Kittleson Road	0.2 Mile E Jct CTH H	39	Flat Slab	2016				2016		Not Req'd

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
P130224	Drammen Valley Road	2.0 Mile S Jct CTH A	33	Deck Girder	2016 & 2017	2016		2016*	2016		
P130943	Lee Valley Road	2.3 Mile E Jct STH 78	26	Timber Girder	2016				2016		Not Req'd
Town of Pleasant Springs											
B130136	Williams Drive	2.1 Mile N Jct CTH B	55	Deck Girder	2016				2016		Not Req'd
B130259	Circle Drive	2.0 Mile W Jct CTH N	91	Flat Slab	2016				2016		Not Req'd
P130915	Spring Road	0.7 Mile S Jct CTH B	27	Flat Slab	2016 & 2017	2016		2016*	2016		
Town of Primrose											
B130401	Primrose Center Road	0.9 Mile N Jct CTH A	40	Flat Slab	2016				2016		Not Req'd
Town of Rutland											
B130253	Old Stage Road	0.7 Mile W Jct STH 138	62	Deck Girder	2016				2016		Not Req'd
B130362	Stone Road	2.8 Mile W Jct STH 138	64	Deck Girder	2016				2016		Not Req'd
B130679	Lake Kegonsa Road	0.2 Mile S Jct CTH A	31	Deck Girder	2016				2016		Not Req'd
P130910	Sunrise Road	0.7 Mile N Jct STH 138	29	Box Culvert	2016				2016		Not Req'd
Town of Springdale											
B130567	Spring Rose Road	0.2 Mile N. Jct G	30	Flat Slab	2016				2016		Not Req'd
B130568	Paulson Road	0.7 Mile E. Jct J	46	Flat Slab	2016				2016		Not Req'd
Town of Springfield											
P130929	Hyer Road	0.5 Mile E Jct CTH P	27	Box Culvert	2016				2016		Not Req'd
Town of Vermont											
B130402	Blue Mounds Trail	0.1 Mile E Jct CTH F	30	Flat Slab	2016				2016		Not Req'd
B130587	Bohn Road	0.1 Mile N Jct CTH JG	31	Flat Slab	2016				2016		Not Req'd
Town of Verona											
B130335	Riverside Road	0.5 Mile W Jct STH 69	88	Deck Girder	2016				2016		Not Req'd
B130346	Valley Road	1.0 Mile W Jct STH 69	74	Haunched Slab	2016				2016		Not Req'd
B130363	White Crossing Road	0.4 Mile S Jct CTH PD	42	Flat Slab	2016				2016		Not Req'd
B130617	Shady Oak Lane	1.2 Mile N Jct CTH PD	28	Slab	2016				2016		Not Req'd

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
B130785	Old CTH PB	0.2 Mile S Jct CTH MV	32	Deck Girder	2016 & 2017				2016 & 2017***		
UW of Madison											
B130610	Observatory Dr	Over Willow Creek	35	Deck Girder	2016						Not Req'd
B130803	Linden Dr	Ped Bridge over Willow Cr	46	Precast	2016 & 2017						
B130804	Ped Path	Ped Bridge west of Natatorium	46	Deck Girder	2016						Not Req'd
B130805	Observatory Dr	Ped Bridge at Willow Cr South	52	Deck Girder	2016 & 2017						
B130806	Observatory Dr	Ped Bridge at Willow Cr North	44	Precast	2016						Not Req'd
B130807	Ped Path	Ped Bridge west of Neilsen Sta	36	Deck Girder	2016						Not Req'd
B130808	Ped Path	Allen Gardens	26	Wood	2016						Not Req'd
B130840	Campus Dr Bike Path	Over Walnut Street		Bike Path	2016						Not Req'd
P130761	N Park St	Ped Bridge @ Bascom Hill	190	Deck Girder	2016						Not Req'd
P130773	Willow Dr	Lakeshore Path / Willow Cr	32	Deck Girder	2016						Not Req'd
Village of Belleville											
B130342	Remy Road	0.2 Mile N Jct STH 92	85	Deck Girder	2016				2016		Not Req'd
Village of Black Earth											
B130355	Park Street	0.4 Mile E Jct STH 78	42	Flat Slab	2016				2016		Not Req'd
Village of DeForest											
B130364	River Road	1.6 Mile S Jct CTH V	42	Flat Slab	2016				2016		Not Req'd
B130562	River Road	1.0 Mile S Jct CTH V	44	Flat Slab	2016				2016		Not Req'd
B130566	South Street	0.7 Mile W Jct CTH CV	43	Flat Slab	2016				2016		Not Req'd
Village of Marshall											
B130483	Waterloo Road	0.7 Mile E Jct STH 73	61	Flat Slab	2016	2016			2016		Not Req'd
Village of Mazomanie											
B130350	Bridge Street	0.3 Mile N Jct CTH Y	75	Haunched Slab	2016				2016		Not Req'd
B130454	Voss Road	0.4 Mile W Jct STH 78	29	Flat Slab	2016	2016			2016		Not Req'd

Structure Number	Road Name	Bridge Location	Length (ft)	Structure Type	HSIS Inspection Type (Year Due)					2016 Inspection Cost	2017 Inspection Cost
					Routine	UW	Fracture Critical	Scour	SIA		
Village of McFarland											
B130470	Terminal Drive	0.3 Mile N Jct USH 51	234	Deck Girder	2016				2016		Not Req'd
Not a Bridge	Terminal Drive	0.8 Mile S US 51	15	Flat Slab	2016						Not Req'd
Not a Bridge	Lake Edge	0.1 Mile E South Ct	15	Pipe Culvert	2016						Not Req'd
Not a Bridge	Burma Road	0.1 Mile W US 51	15	Pipe culvert	2016						Not Req'd
Village of Mt. Horeb											
B130493	6th Street	0.1 Mile W Jct STH 92	62	Flat Slab	2016				2016		Not Req'd
Village of Shorewood Hills											
P130715	Lake Mendota Drive	0.8 Mile N Jct CTH MS	85	Deck Girder	2016 & 2017				2016		
Village of Windsor											
B130234	Windsor Road	0.5 Mile W Jct CTH CV	38	Deck Girder	2016 & 2017				2016		
B130261	Portage Road	0.1 Mile N Jct STH 19	38	Flat Slab	2016				2016		Not Req'd
B130282	Yahara Road	1.3 Mile S Jct CTH DM	38	Flat Slab	2016				2016		Not Req'd
B130559	Smith Road	1.8 Mile E Jct CTH I	157	Deck Girder	2016				2016		Not Req'd
					TOTAL INSPECTION COST PER YEAR						

*INDICATES INITIAL INSPECTION REQD

**P130903 REQUIRES AN UNDERWATER DIVE INSPECTION

***THE FOLLOWING BRIDGES WILL BE RECONSTRUCTED IN 2016 OR 2017. THE COSTS FOR THE 2016 AND 2017 INSPECTION ARE TO INCLUDE THE INITIAL, ROUTINE AND SIA INSPECTION REPORTS:

P130021 IN THE TOWN OF BRISTOL (2016)

B130784 AND B130785 BOTH ON OLD CTH PB (2017)

P130216 IN THE TOWN OF MONTROSE (2017)

THERE ARE SEVERAL STRUCTURES THAT ARE NOT CLASSIFIED AS BRIDGES OR DO NOT NEED TO BE INPUT INTO THE HSIS SYSTEM UNDER FEDERAL REQUIREMENTS. THE STRUCTURES ARE TO BE INSPECTED TO THE SAME STANDARDS AS OTHER FEDERAL BRIDGES AND A TYPED AND SIGNED REPORT IS TO BE SENT TO DANE COUNTY AS WELL AS THE MUNICIPAL MAINTAINING AUTHORITY.

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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

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

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

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

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

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

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

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

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

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

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

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

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

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

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

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

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the

Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

16.0 NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 19 of the Dane County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, including apprenticeships, rates of pay or other forms of compensation.

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

16.2 The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

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

of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

20.2.1. Commercial General Liability. PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

20.2.2. Commercial/Business Automobile Liability. PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

20.2.3. Environmental Impairment (Pollution) Liability. PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

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

20.2.5. Umbrella or Excess Liability. PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

20.3. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

20.4. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

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

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

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor

an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

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

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

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

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

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

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

26.1 **RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS:** Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

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

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

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

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

27.03 **COMPLIANCE WITH FAIR LABOR STANDARDS.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

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

27.05 PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation.