



REQUEST FOR PROPOSALS (RFP)

Department of Administration
County of Dane, Wisconsin

COUNTY AGENCY

Land Information Office

RFP NUMBER

#116040

RFP TITLE

Fly Dane 2017

PURPOSE

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for **digital true color orthophotography acquisition and additional partnership services**.

**DEADLINE FOR
RFP SUBMISSIONS**

2:00 P.M. Central Time

April 27, 2016

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

**SUBMIT RFP TO
THIS ADDRESS**

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

**SPECIAL
INSTRUCTIONS**

- ☐ **Label the lower left corner of your sealed submittal package with the RFP number**
- ☐ **Place the Signature Affidavit as the first page of your proposal**
- ☐ **Submit one original and (6) copies of your technical proposal**
- ☐ **Submit one original and (1) copy of your cost proposal**
- ☐ **Submit one complete electronic copy in Microsoft Word or PDF format burned to a CD, DVD or flash drive**

**DIRECT ALL INQUIRES
TO**

NAME Carolyn A. Ninedorf

TITLE Purchasing Agent

PHONE # 608/266-4966

FAX # 608/266-4425

EMAIL Ninedorf.carolyn@countyofdane.com

WEB SITE www.danepurchasing.com

DATE RFP ISSUED: **March 21, 2016**

RFP BLANK REVISED 05/13

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1.0 GENERAL INFORMATION

1.1 Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a digital true color orthophotography acquisition and additional partnership services.

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 Administration, Land Information Office.

The contract administrator will be Fred lausly.

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 History

Beginning in 2000, the Dane County Land Information Office has coordinated a multi-agency, regional partnership called the Fly Dane Partnership, to acquire high resolution digital aerial photography, detailed digital terrain data, and other related products and services. The partnership has allowed the county, local municipalities, state agencies, federal agencies and utilities to work together, to reduce costs and leverage economies of scale in the acquisition of digital aerial imagery and terrain data. The Fly Dane Partnership has undertaken five projects (2000, 2003, 2005, 2009/2010, 2014) that have acquired ever improving data and leveraged new technology.

1.2.2 Project Description

Dane County is located in south central Wisconsin covering 1,244 square miles and 61 municipalities. The county is home to about 500,000 residents and is about thirty-five percent urban and sixty-five percent rural. Dane County has a varied geology, with the eastern two-thirds characterized as a glacial plain and the western third known as the "driftless area", an area not affected by glaciation. The county seat is the City of Madison, which is also the state capital.

The Fly Dane 2017 Project will undertake another county wide project in the spring of 2017. It will consist of two parts, one for aerial imagery acquisition and a second for terrain data acquisition. With either part of the project, there will be the options for partners to

acquire more detailed data. The aerial imagery portion of the project, the base level product will be countywide 6-inch resolution, color imagery. There will be a buy up option for partners to acquire 3-inch resolution, color imagery for areas that partners designate. The terrain portion of the project, will acquire a countywide LiDAR terrain data that supports 2-foot contours. It will included a full set of derivative data that includes a classified LAS point cloud, derived bare earth and first return point cloud, derived terrain surfaces and contour data. The partner buy option will be a LiDAR terrain data that supports 1-foot contours for areas that partners designate. It will also provide, a full set of derivative data that includes a classified LAS point cloud, derived bare earth and first return point cloud, derived terrain surfaces and contour data. In addition, an option will be included for those partners interested in detailed planimetric data.

1.2.3 Objectives

The imagery acquisition shall be done in the spring 2017, leaf-off and after snow melt (no ice on the lakes), cloud free conditions. The base project will acquire county-wide, 4-band, six-inch resolution, true color imagery, tiled by PLSS section. A partner buy-up will allow project partners specify area to acquire 4-band, three-inch resolution, true color imagery, tiled by PLSS section. For either option, there are four communities in Dane County that straddle the county line that may request imagery just beyond the county boundary. All imagery shall be registered to the 2017 digital terrain model that is developed as part of this project.

The terrain acquisition shall be done in the spring of 2017, leaf-off and after snow melt (no ice on the lakes), cloud free conditions using Light Detection and Ranging (LiDAR) to acquire a classified point cloud. This project will also produce a set of derivative products that includes bare earth LAS surface, a classified first return LAS surface, 2-foot contours, a bare earth terrain surface, a first return terrain surface. At a minimum the final deliverables shall meet Federal Emergency Management Agency (FEMA) specification and/or US Geologic Survey (USGS) 3D Elevation Program (3DEP) specifications. A partner buy-up will allow project partners to specify areas for acquiring more detailed terrain data supporting 1-foot contours with derivative products that includes bare earth LAS surface, a classified first return LAS surface, 1-foot contours, a bare earth terrain surface, a first return terrain surface. The buy-up would also provide partners the option to acquire detailed planimetric data.

Because of the high cost of LiDAR acquisition, Dane County is looking to received state and federal grants to assist in offsetting the high costs. Dane County and the Fly Dane Partnership are seeking a firm that is a pre-selected USGS contractor or a pre-approved sub-contractor paired with a pre-selected USGS contractor. A list of contractors is available on the USGS webpage

http://geodatacontracts.er.usgs.gov/gpsc_information_sheet.html#contractors. A prospective contractor will assist the county to secure grant funding and ensure that final deliverable meet specifications and are accepted by the USGS.

1.2.4 Needs

The following bullet points summarize the basic needs of the County and the Fly Dane Partnership. These needs are further explained throughout this RFP.

- Spring 2017, leaf-off, after snow melt (no ice on lakes), before leaves are on the trees, cloud free.
- Develop unit pricing based on a PLSS section for all products.
- Work with county staff on quality control and assurance on all project deliverables.
- Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.
- Provide summaries and a final report for horizontal and vertical survey control.
- Provide additional support of products following final delivery.
- Dane County holds ownership of all deliverables.
- Pre-selected USGS contractor or a pre-approved sub-contractor paired with a pre-selected USGS contractor.

Aerial Imagery:

Base Project:

- Six-inch resolution true color orthophotography, county wide.
- The imagery must be ortho-rectified using the terrain model developed in the terrain part of the project.
- The Capitol Building and surrounding isthmus area is captured at true nadir with no building lean that will be stitched into the mosaic.
- Imagery must have consistent tone balance and contrast within each image and across image tiles to create a seamless mosaic.
- That the imagery minimize harsh seam lines across large water bodies.
- Ortho-rectification shall minimize feature displacement.
- Deliverables will meet or exceed ASPRS Class I accuracy standards.
- Tiling will be PLSS section based with overlapping tiles.

- Partner mosaic imagery

Partner buy-up:

- Three-inch resolution true color orthophotography, partner specified areas.
- The imagery must be ortho-rectified using the terrain model developed as part of the second phase of the project.
- The Capitol Building and surrounding isthmus area is captured at true nadir with no building lean that will be stitched into the mosaic.
- Imagery must have consistent tone balance and contrast within each image and across image tiles to create a seamless mosaic.
- That the imagery minimize harsh seam lines across large water bodies.
- Ortho-rectification shall minimize feature displacement.
- Deliverables will meet or exceed ASPRS Class I accuracy standards.
- Tiling will be PLSS section based with overlapping tiles.
- Partner mosaic imagery.

Derivative Products:

Depending on the various system requirements partners may request additional derivative products to be used in various applications. These would be derived from the base products.

- A separate derivative six-inch resolution black and white set of imagery.
- A separate derivative six-inch resolution color infra-red set of imagery.
- A separate derivative three-inch resolution black and white set of imagery for partner specified areas.
- A separate derivative three-inch resolution color infra-red set of imagery for partner specified areas.
- A derived low resolution county-wide seamless mosaic.

Terrain Data:

Base Project:

- At a minimum, provide a LiDAR dataset that meets FEMA specifications.
- Provide a hybrid LiDAR dataset that can meet FEMA and

USGS 3DEP submission and acceptance specifications.

- County wide, contour smoothing, cartographically pleasing 2-foot contours.
- A final “Bare Earth” Digital Terrain Model and Digital Elevation Model that supports 2-foot contours.
- A final “First Return” Digital Terrain Model and Digital Elevation Model for use in view shed analysis and 3-D modeling.
- A classified LiDAR surface dataset.
- Provide final terrain data deliverable for submission to FEMA and/or USGS quality control review.
- Final reports and documentation for submittal and approval to FEMA and USGS 3DEP program.
- Ground survey report of all survey work completed during the LiDAR mission.

Partner buy-up:

- Acquisition during the same timeline and conditions as the base project.
- Contour smoothing, cartographically pleasing 1-foot contours.
- A final “Bare Earth” Digital Terrain Model and Digital Elevation Model that supports 1-foot contours.
- A final “First Return” Digital Terrain Model and Digital Elevation Model for use in view shed analysis and 3-D modeling.
- A classified LiDAR surface dataset.
- Ground survey report of all survey work completed during the LiDAR mission.
- Option for detailed planimetrics in areas specified by partners.

Project Services:

This project will require a contractor to work closely with county staff in the development of grant applications, data documentation, data quality assurance/quality control, and submission for review and final delivery to state and federal agencies.

Depending on funding and the cost of the base level projects the partnership is interested in the following option, in no particular order.

- Work with County staff to develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.

- Assist with coordination of partners and cooperators for the project, including partnership building.
- Assist the county in the application process to secure state and/or federal grants.
- Assist county with terrain data submission to FEMA and/or USGS for quality control review and ultimate acceptance.
- Provide final reports and documentation for submittal and approval to FEMA and/or USGS 3DEP program.

1.2.5 Current Operations

Dane County's Geographic Information System (GIS), uses ESRI products based on the ArcGIS Server framework and supports ArcGIS desktop and web based clients. Project partners use a variety of software including ArcGIS, Arc/Info, ArcView, Intergraph MGE, other CADD software and open source GIS products.

Dane County GIS data is spatially referenced to the NAD83(1991) and NAVD88 datums. The rectangular coordinate system is the Wisconsin Coordinate Reference System - Dane County (http://www.sco.wisc.edu/images/stories/publications/WisCoordRefSys_June2015.pdf). In addition, project partners may desire products delivered in State Plane or other coordinate systems or other datums.

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.

LiDAR means Light Detection and Ranging

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

March 21, 2016

April 15, 2016

April 18, 2016

April 27, 2016

May 2016

May/June 2016

February 15, 2017

EVENT

Date of issue of the RFP

Last day for submitting written inquiries
(2:00 p.m. Central Time)

Supplements or revisions to the RFP posted on the
Purchasing Division web site at www.danepurchasing.com

Proposals due from vendors

Oral presentation by invited vendors, if needed

Notification of intent to award sent to vendors

Contract start date

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 (2) year(s) from that date, with an option by mutual agreement of the County and contractor, to renew for three (3) additional one (1)-year periods.

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, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

2.5 Submittal Instructions

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

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

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

2.6 Required Copies

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

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

2.7 Proposal Organization and Format

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

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

- Appendices (Additional Information the proposer submits)

2.8 Multiple Proposals

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

2.9 Oral Presentations and Site Visits

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

2.10 Demonstrations

Top-scoring vendor(s) may be required to install and demonstrate its product(s) and/or service(s) at a County site. Product(s) being demonstrated must be delivered to the County site upon two (2) weeks notice by the County to the vendor(s) and must be installed and ready for the demonstration within one (1) week of delivery. The County will furnish detailed specifications concerning the demonstration site and the particular test it will use to exercise the vendor's product(s) and/or service(s). Failure of a vendor to furnish the product(s) and/or service(s) it has proposed for demonstration within the time constraints of the preceding paragraph may result in rejection of that proposal. Failure of any product(s) and/or service(s) to meet the County's specified requirements during the demonstration may result in rejection of the vendor's proposal.

The successful demonstration of the vendor's product(s) and/or service(s) does not constitute acceptance by the County. Any product(s) and/or service(s) furnished by the vendor for the purposes of this demonstration must be identical in every respect to those which will be furnished if a contract results.

3.0 PROPOSAL SELECTION AND AWARD PROCESS

3.1 Preliminary Evaluation

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

3.2 Proposal Scoring

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

3.3 Right to Reject Proposals and Negotiate Contract Terms

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

3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

	<u>Description</u>	<u>Percent</u>
1.	General requirements	20
	a. Organizational qualifications (Section 4.2)	10
	b. Staff qualification (Section 4.3)	5
	c. Timeline (Section 4.5)	5
2.	Technical requirements	60
	a. Aerial Imagery and related product development (Section 5.2)	24
	b. Terrain Data and related product development (Section 5.3)	24
	c. Project Services (Section 5.4)	12
3.	Cost	<u>20</u>
	TOTAL	100

3.5 Award and Final Offers

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

3.6 Notification of Intent to Award

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

4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Introduction

Provide a one page overview of your firm's proposal.

4.2 Organization capabilities

Describe the firm's experience and capabilities in providing similar services to those required. Describe if the firm is pre-selected USGS contractor or if it is a pre-approved sub-contractor and the firm's relationship with a pre-selected USGS contractor. Be specific and identify projects, dates, and results.

4.3 Staff Qualifications

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

4.4 Proposer References

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

4.5 Timeline

Include a proposed timeline for each option for the project deliverables, as specified in section 1.2.4: Needs.

5.0 TECHNICAL REQUIREMENTS

5.1 Overview of Technical Requirements

This is a two part project that will develop detailed aerial imagery and terrain data across Dane County. The first part of this project is to develop county-wide, six-inch resolution, true color aerial imagery. In addition, this project will provide Fly Dane Partners with options of acquiring more detailed three-inch resolution, true color aerial imagery for areas that partners identify. Finally, this part of the project will allow partners to select different final files format deliverables depending on the system specifications of each partner.

The second part of this project is to develop a county wide, high resolution digital terrain data that supports two-foot contours. Based on various state and federal specifications, it is critical that the project meet the minimum FEMA specifications for terrain data. A more preferred approach would be a hybrid deliverable that can meet both FEMA and USGS 3DEP specifications and acceptance. This terrain data is essential for the rectification of imagery part of the project. Finally, this project will provide Fly Dane Partners with a buy-up option of acquiring more detailed high resolution, digital terrain data that supports one-foot contours. The buy-up option would also provide partners with an opportunity to acquire detailed planimetric data for areas that partners identify.

Because of the high cost for LiDAR acquisition, Dane County is looking to received state and federal grants to assist in offsetting the high costs. A requirement is that the selected firm be a pre-selected USGS contractor or a pre-approved sub-contractor paired with a pre-selected USGS contractor. It is important that the selected firm understand federal and state grant application processes to assist Dane County in being awarded additional grant dollars. In addition, the selected firm can show that they can meet data submittal criteria and demonstrate success in having such submittals be approved. A prospective contractor will assist the county to secure grant funding and ensure that final deliverable meet specifications and are accepted by the USGS.

The technical requirements fall into three major areas: Aerial Imagery, Terrain Data, and Project Services. Dane County has described a set of intended needs and applications in Section 1.2 which are further described below. Dane County recognizes that this field is continually developing with new methods and technologies. The technical requirements contain a list of intended project guidelines that will need to be addressed. The proposer may suggest alternative approaches and technologies.

The final list of deliverables will depend on the final product specifications, unit costs, partner identified deliverables, and available funding to support the project.

5.2 Aerial Imagery

This part of the project consists of a base product and a partner buy-up. The Base Project will develop six-inch resolution, 4-band, true color aerial imagery across Dane County. This option would create a uniform base deliverable across the county. The partner buy-up provides Fly Dane Partners the option to acquire three-inch resolution true color aerial imagery over specified areas. The final list of buy-up deliverables will depend on the final product specifications, partner identified deliverables, and available funding to support the project.

The use of imagery by county, municipalities, private companies and the general public is quite extensive. The imagery is commonly viewed as a mosaic of several images or served as a raster mosaic. Users are sensitive that the imagery maintains a consistent tone and color balance within each image and across multiple images with no seam lines visible. Users are also, sensitive to building lean, distortions, seam offsets and unwanted artifacts. The following is a list of products that the project would expect to develop with associated unit pricing:

The following is a list of specifications and products expected from this project:

Base Project:

- Spring 2017, leaf-off, after snow melt (no ice on lakes), before leaves are on the trees, cloud free, as close to the April 1 as possible.
- Six-inch resolution, county-wide, true color ortho-imagery.
- The Capitol Building and surrounding isthmus area is captured at true nadir with no building lean that will be stitched into the mosaic.
- Imagery will be tiled by the Public Land Survey System (PLSS) section system with overlapping tiles.
- Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, blemishes, tonal changes, sun glare, significant building lean and other discrepancies.
- Image manipulation should be used to minimize harsh seam lines across large water bodies.
- Ortho-rectification shall eliminate feature displacement, loss or distortion of features along mosaic seam lines.
- Final orthophotography shall meet or exceed ASPRS Class I accuracy standards.
- Work with county staff on quality control and assurance on all project deliverables.
- Delivery of final products should be completed within 90 to 120 days from final imagery acquisition.

- Partner mosaic imagery.
- Imagery will be registered to the county's 2017 LiDAR terrain surface.
- Provide FGDC-compliant metadata based on current county GIS metadata files and guidelines.
- Provide a complete set of final mission reports and documents.
- Dane County holds ownership of all deliverables.

Partner Buy-up:

- Spring 2017, leaf-off, after snow melt (no ice on lakes), before leaves are on the trees, cloud free, as close to the April 1 as possible.
- Three-inch resolution, true color ortho-imagery for partner specified areas.
- There will be a spot shot over the Capitol Building at true nadir with no building lean that will be stitched into the mosaic.
- Imagery will be tiled by the Public Land Survey System (PLSS) section system with overlapping tiles.
- Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, blemishes, tonal changes, sun glare, significant building lean and other discrepancies.
- Image manipulation should be used to minimize harsh seam lines across large water bodies.
- Ortho-rectification shall eliminate feature displacement, loss or distortion of features along mosaic seam lines.
- Final orthophotography shall meet or exceed ASPRS Class I accuracy standards.
- Work with county staff on quality control and assurance on all project deliverables.
- Delivery of final products should be completed within 90 to 120 days from final imagery acquisition.
- Partner mosaic imagery.
- Imagery will be registered to the county's 2017 LiDAR terrain surface.
- Provide FGDC-compliant metadata based on current county GIS metadata files and guidelines.
- Provide a complete set of final mission reports and documents.
- Dane County holds ownership of all deliverables.

Derivative Products:

- Six-inch resolution, county-wide, black/white orthophotography.
- Three-inch resolution, black/white orthophotography over the urbanized

areas of the county.

- Six-inch resolution, county-wide, color infra-red orthophotography.
- Three-inch resolution, color infra-red orthophotography over the urbanized areas of the county. It is estimated that this will cover an area of about 300 square miles.
- Low resolution, county-wide mosaic, color orthophotography.
- Generate orthophoto imagery covering various geographic extents and in a variety of formats including MrSID or comparable compressed formats, and Intergraph COT files.
- Dane County holds ownership of all deliverables.

The following items or questions need to be addressed in the proposal.

Discuss previous projects with similar or more stringent requirements and how they were developed?

Explain the method by which the imagery would be acquired, including the type of camera/sensor used to acquire the true color imagery, mission plans, image acceptance and possible re-flight contingencies?

Discuss the acquisition and processing methods used in this project to provide the final set of deliverables for each option?

For each option, discuss how the data will be related to geodetic control and the methods and monumentation used to facilitate said relationship?

Describe procedures and processes used to ensure tonal balance, minimize building lean, warping, ghosting, distortion, dust and anomalies, and eliminate seam lines within and across image tiles?

Describe experience with working with a client on the quality control review and final delivery of the data?

Discuss the final project reports that would be provide for this project that include, but not limited to, accuracy reports and FGDC metadata?

Describe the method of quality control review, to work with county staff?

Discuss proposed timelines for delivery of products for each option?

Discuss the production and options for large area mosaics for previous clients?

5.3 Terrain Data

A major component of this project is the development and delivery of high resolution digital surface data. It is understood that LiDAR data consists of large point files that in the raw form can be difficult to work with. From this data

derivative products such as two-foot contours, a bare-earth digital elevation model (DEM) and digital terrain model (DTM), and a first-return surface DEM and DTM surface would be developed. The final deliverable must meet or exceed FEMA and/or USGS requirements. This data will be a base framework dataset used for a number of projects for the next five to ten years.

This part of the project consists of a base product and partner buy-ups. The Base Product will develop county wide, high resolution digital terrain data that supports two-foot contours. This option will create a uniform base terrain dataset with associated derivative deliverable across all of Dane County. This Base product will meet various state and federal requirements. At a minimum the project meet FEMA specifications for terrain data. A more preferred approach would be a hybrid deliverable that can meet both FEMA and USGS 3DEP specifications and final acceptance.

Additionally, this project will also provide Fly Dane Partners with a buy-up option for acquiring more detailed high resolution, digital terrain data that supports one-foot contours. The buy-up option would also provide partners with opportunity to acquire detailed planimetric data for areas that partners identify. The final list of buy-up deliverables will depend on the final product specifications, partner identified deliverables, and available funding to support the project.

Base Project:

- Acquisition in the spring 2017, leaf-off, after snow melt (no ice on lakes), before leaves are on the trees, cloud free, as close to the April 1 as possible.
- Nominal point spacing for LiDAR acquisition will be sub-meter, based on FEMA and USGS (QL2) specifications.
- Establish breaklines and hydro-flattened breaklines for use in derivative terrain surface and contour development.
- A classified LiDAR data that will support bare earth and first return surface modeling.
- A final bare-earth, Digital Terrain Model (DTM) surface derived from data points, breaklines and hydro-breaklines that is consistent with FEMA and USGS standards and supports 2-foot contour development.
- A final first-return, Digital Terrain Model (DTM) surface derived from data points, that is consistent with industry standards.
- Countywide contour smoothed, cartographically pleasing 2-foot contours.
- A classified LiDAR mass point dataset delivered in a .las format.
- Provide final reports and documentation for submittal and approval to FEMA and/or USGS 3DEP program.
- Provide a complete set of final mission reports and documents.
- Provide FGDC-compliant metadata based on current county GIS metadata

files and guidelines.

- Dane County holds ownership of all deliverables.

Partner Buy-up:

- Spring 2017, leaf-off, after snow melt (no ice on lakes), before leaves are on the trees, cloud free, as close to the April 1 as possible.
- A classified LiDAR data that will support bare earth and first return surface modeling.
- A final bare-earth, Digital Terrain Model (DTM) surface derived from data points, breaklines and hydro-breaklines that is consistent with industry standards and supports 1-foot contour development.
- A final first-return, Digital Terrain Model (DTM) surface derived from data points, that is consistent with industry standards.
- Deliver contour smoothed, cartographically pleasing 1-foot contours for partner identified areas.
- Detailed planimetric data that meets US National Map Accuracy Standards.
- A classified LiDAR mass point dataset delivered in a .las format.
- Provide final reports and documentation for submittal and approval to FEMA and/or USGS 3DEP program.
- Provide a complete set of final mission reports and documents.
- Provide FGDC-compliant metadata based on current county GIS metadata files and guidelines.
- Dane County holds ownership of all deliverables.

The following items or questions need to be addressed in the proposal.

Discuss strategies to acquire LiDAR data and developing derivative datasets that will meet current FEMA data specifications and USGS Quality Level 2 (QL2) specifications?

Explain the method by which the terrain data will be acquired, including the type of sensor used, mission plans, terrain data acceptance and possible re-flight contingencies?

Discuss previous projects with similar or more stringent requirements and how they were developed? Discuss the acquisition and processing methods used in these projects to provide the final set of deliverables?

Discuss proposed calibrated LiDAR classifications to support bare-earth and first-return surface and feature extraction?

Discuss the use and establishment of ground control, density of points and its relationship with airborne positional accuracy?

Discuss the firms experience working with FEMA and USGS to provide data for review and final the acceptance? Discuss and provide example of clients that have had data reviewed and accepted by FEMA and USGS?

Discuss the final project reports that would be provide for this project that include, but not limited to, accuracy reports, FGDC metadata, and reports for FEMA/USGS submittal?

Discuss work with and strategies to develop planimetrics data that meets municipal needs?

5.4 Project Services

A critical aspect of this project is to provide support to the County and Fly Dane Partners throughout the project. It is important that the contractor work closely with the County, providing status updates, development of quality control procedures, metadata development, control and accuracy documentation. In addition, due of the high cost of imagery and LiDAR acquisition this project is looking to secure some additional funding through state and federal agencies grants. It is important that a contractor has experience in supporting clients in any grant application process and that they have a record of data compliance and acceptance to state and federal specification.

- The contractor will be a pre-selected USGS contractor or a pre-approved sub-contractor paired with a pre-selected USGS contractor.
- Work with County staff to develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.
- Assist with coordination of partners and cooperators for the project, including partnership building.
- Assist the county in the application process to secure state and/or federal grants.
- Assist county with terrain data submission to FEMA and/or USGS for quality control review and ultimate acceptance.
- Provide final reports and documentation for submittal and approval to FEMA and/or USGS 3DEP program.
- Provide sample materials for prospective partners.
- Support the Fly Dane final set of deliverables.

The following items or questions need to be addressed in the proposal.

Is the firm a pre-selected USGS contractor or a pre-approved sub-contractor paired with a pre-selected USGS contractor? If yes, please describe the firm's affiliation and contract history with USGS?

Describe the firms experience with locally managed projects that develop data for final acceptance by state and federal agencies?

Discuss experience with providing various output formats and potential issues, for the final set of deliverables?

Discuss the firm's support of deliverables after the initial acceptance has been completed, when problems are identified and if data recovery is needed?

Describe the firms experience with working with Wisconsin County Coordinates and other coordinates system, both vertical and horizontal?

6.0 COST PROPOSAL

6.1 General Instructions on Submitting Cost Proposals

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

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

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

6.2 Fixed Price Period

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days starting on the due date for proposals.

7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

7.1 Payment Requirements

Payment will be made net 30 days from receipt of monthly invoices for work completed. Ten percent (10%) of the payment will be retained until all work is completed.

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 \$11.66. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm.

7.3 Domestic Partner Equal Benefits Requirement

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

7.4 Local Purchasing Ordinance

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

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

7.5 Dane County Sustainability Principles

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

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

8.0 REQUIRED FORMS

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

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

**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:		

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 witch qualifies as trade secrete.

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.nlrb.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 preference as a Dane County Business

☐ **Dane County**

We are claiming a 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

COST / FINANCIAL PROPOSAL

NAME OF FIRM:

Aerial Imagery:

Item Description: The following is a cost breakdown for the aerial imagery set of deliverables. A unit cost would be based on the cost (1 mile²). The Multiplier column provides the approximate coverage of Dane County at 1,244 square miles. The partner buy-up area of approximately 40 square miles indicates the partners that have expressed interest at the time of the RFP. The final project area for partner buy-up products has not been completely determined and dependent on final partner funding. Use this multiplier to determine total cost.

Product	Unit Cost (1 mile ²)	Multiplier	Total Cost
Base Project:			
Six-inch resolution, true color, 4-band imagery, county-wide	\$	<i>X 1244</i>	\$
Derived Six-inch resolution, black/white imagery, county-wide (optional)	\$	<i>X 1244</i>	\$
Derived Six-inch resolution, color Infra-red imagery, county-wide (optional)	\$	<i>X 1244</i>	\$
Countywide mosaic	\$		\$
Partner Buy-up:			
Three-inch resolution, true color, 4-band imagery, urban areas	\$	<i>X 40</i>	\$
Derived Three-inch resolution, black/white imagery, urban area	\$	<i>X 40</i>	\$
Derived Three-inch resolution, color Infra-red imagery, urban area	\$	<i>X 40</i>	\$
Municipal mosaic	\$		\$

Terrain Data:

Item Description: The following is a cost breakdown for the terrain data set of deliverables. A unit cost would be based on the cost (1 mile²). The Multiplier column provides the approximate RFP NO. 116054

coverage of Dane County at 1,244 square miles. The partner buy-up area of approximately 40 square miles indicates the partners that have expressed interest at the time of the RFP. The final project area for partner buy-up products has not been completely determined and dependent on final partner funding.

Product	Unit Cost (1 mile ²)	Multiplier	Total Cost
Base Project:			
Classified LiDAR point cloud (.las) data	\$	<i>X 1244</i>	\$
County-wide contour smoothed, cartographical pleasing two-foot contours	\$	<i>X 1244</i>	\$
County-wide LiDAR point cloud for bare- earth, classified surface (.las)	\$	<i>X 1244</i>	\$
County-wide LiDAR point cloud for first- return, classified surface (.las)	\$	<i>X 1244</i>	\$
County-wide bare-earth terrain surface (DEM/DTM)	\$	<i>X 1244</i>	\$
County-wide first-return terrain surface (DEM/DTM)	\$	<i>X 1244</i>	\$
Partner Buy-up:			
Classified LiDAR point cloud (.las) data	\$	<i>X 40</i>	\$
Contour smoothed, cartographical pleasing one-foot contours	\$	<i>X 40</i>	\$
LiDAR point cloud for bare-earth, classified surface (.las)	\$	<i>X 40</i>	\$
LiDAR point cloud for first-return, classified surface (.las)	\$	<i>X 40</i>	\$
Bare-earth terrain surface (DEM/DTM)	\$	<i>X 40</i>	\$
First-return terrain surface (DEM/DTM)	\$	<i>X 40</i>	\$
Detailed planimetric data	\$	<i>X ?</i>	\$

Project Services:

Item Description: This project will require contractor assistance to secure state and federal grants. To receive grant money will require the submittal to, review and acceptance of data by the grant provider. Project costs, if any, should be provided in the section.

Product	Unit Cost	Multiplier	Total Cost
Assist County in grant application process, data submittal and acceptance process	\$	___# <i>Hours</i>	\$
Data submittal for USGS QA/QC and acceptance	\$	<i>X 1244</i>	\$

_____ % price increase for 2018-2019

If selected, would you be willing to extend this pricing to other government agencies during the term of the contract?

Yes ____ No ____

STANDARD TERMS AND CONDITIONS

(Request For Bids/Proposals/Contracts)

Dane County Purchasing Division

Rev. 11/13

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

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

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

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

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

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

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

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

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

7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices

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

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

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

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

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

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

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

11.1 **NO WAIVER OF DEFAULT:** In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by County of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by County while any such default or breach shall exist shall in no way impair or prejudice the right of County

with respect to recovery of damages or other remedy as a result of such breach or default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

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

20.2. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

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

20.3. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided

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

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

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

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

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

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

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

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

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

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

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

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

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

27.01 In the event its payroll records contain any false, misleading or fraudulent information, or if the vendor fails to comply with the provisions of s. 25.015, D.C. Ords., the County may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the vendor the right to participate in bidding on

future County contracts for a period of one (1) year after the first violation is found and for a period of three (3) years after a second violation is found.

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

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

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

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

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