



DANE COUNTY
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

REQUEST FOR PROPOSAL (RFP)

Revised 02/2020

RFP NUMBER: **120057**

RFP TITLE: **Hazardous Waste Collection,
Transport and Disposal**

RFP DEADLINE: **August 11, 2020
2:00 p.m. (CST)**

**PROPOSALS
MUST BE
UPLOADED TO:** **Purchasing Bid Dropbox
www.danepurchasing.com**

Late, faxed, mailed, hand-delivered or unsigned proposals will be rejected

SITE VISIT: **Optional – See 1.3**

**DIRECT
ALL INQUIRES TO:**

Pete Patten
Purchasing Officer
608-267-3523
patten.peter@countyofdane.com
www.danepurchasing.com

PROPOSAL SUBMISSION CHECKLIST

- Update Vendor Registration
- Read Entire RFP Document

- RFP Response
(Separate from Cost Proposal)
- Cost Proposal
(Separate from RFP Response)

- Upload RFP Response and Cost Proposal to Purchasing Bid Dropbox

DATE ISSUED | June 30, 2020

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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 according to the specifications set forth within this document.

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

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

1.2 Clarification of the Specifications

All inquiries concerning this RFP must be **emailed** to the **person indicated on the cover page** of the RFP Document.

Any questions concerning this RFP must be submitted in writing by e-mail on or before the stated date on the **Calendar of Events** (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.

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

1.3 Site Visit

Proposers may schedule a site visit prior to submitting their proposals. Please contact Kevin Belida, Dane County Clean Sweep Hazardous Waste Coordinator, at (608) 838-3212 to schedule a site visit during Clean Sweep's normal business hours. A site visit is not mandatory.

Location: Dane County Clean Sweep, 7102 US Highway 12 & 18, Madison, WI 53718

1.4 Reasonable Accommodations

The County will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you need accommodations at a proposal opening/vendor conference, contact the Purchasing Division at (608) 266-4131 (voice) or (608) 266-4941 (TTY).

1.5 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 [website](#).

SECTION 1 – GENERAL INFORMATION

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

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

| DATE | EVENT |
|---------------|---|
| May 8, 2020 | RFP Issued |
| May 29, 2020 | Last day to submit written inquiries (2:00 p.m. CST) |
| June 5, 2020 | Addendums or supplements to the RFP posted on the Purchasing Division website |
| June 19, 2020 | Proposals due (2:00 p.m. CST) |

1.7 **Contract Term and Funding**

The Contract and specifications, shall be in effect for the date of contract within the 2021, 2022, and 2023 calendar years. The contract may be renewed for calendar years 2024 and 2025 by mutual written agreement of contracting parties, with pricing adjustments based upon the Consumer Price Index for all items for Midwest Urban Consumers.

1.8 **Submittal Instructions**

Proposals must be received in the Purchasing – Bid Dropbox located on the www.danepurchasing.com website no later than the date and time indicated within the RFP Deadline field on the RFP Cover Page or addenda. Late, faxed, mailed, hand-delivered, or unsigned proposals will be rejected unless otherwise specified. Dane County is not liable for any cost incurred by proposers in replying to this RFP.

All proposals must be saved in PDF format unless otherwise specified within the RFP document and the file name shall include the RFP# and name of business submitting proposal.

Example of how to name the files:

RFP 120057 – Vendor Name – RFP Response

RFP 120057 – Vendor Name – Cost Proposal

To Submit a Proposal:

1. Go to www.danepurchasing.com and click on Purchasing – Bid Dropbox or click on the Open RFP's and Bids page link.
2. Click on the Submit a Bid button within the green Purchasing Bid Dropbox.
3. Type in the Email, First Name, Last Name and Company information and click Continue.
4. Drag and drop the RFP files one at a time into the “Drag files here” box.

5. After all files have been placed into the “Drag files here” box, click on the blue Upload button.
 - a. The file upload status can be seen for each document uploaded.
 - b. After each document reaches 100%, it will say “Uploaded”.
6. Confirm all files have been uploaded and then close out of the window.

1.9 Bid Opening and Summary Posting

Dane County Purchasing strives to complete a summary and post online the same day as the opening. The only information provided at an opening of an RFP is the name of each vendor submitting a proposal. The bid opening is open to and can be attended by the public. The opening for this solicitation will take place at:

DANE COUNTY HAS TEMPORARILY SUSPENDED PUBLIC BID OPENINGS

1.10 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 clearly labeled as Proposal #1, Proposal #2, etc.

1.11 Proposal Organization and Format

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

1.12 Designation of Confidential and Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Vendor Information Attachment under the “Designation of Confidential and Proprietary Information” section.

Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

Submitted pricing will 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.

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.

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

Failure to designate confidential and proprietary information within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment may mean that all information provided as part of the proposal response will be open to examination or copying. The County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified within the Designation of Confidential and Proprietary Information section of the Vendor Information Attachment.

1.13 Cooperative Purchasing

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

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

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

1.14 Vendor Registration Program:

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows a vendor the opportunity to receive notifications for solicitations issued by the County and provides the County with up-to-date company contact information.

Provide your Dane County Vendor # in the Vendor Information section of the proposal submission packet.

For Non-Registered Vendors:

Complete vendor registration by visiting www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Create Vendor Account. You will receive an email confirmation once your account is created and again when your vendor registration is complete. Retain your user name/email address and password for ease of re-registration in future years. Within 2-4 days of completing the registration, a vendor number will be assigned and emailed to you.

For Registered Vendors:

Check to make sure your vendor information including commodity codes is up-to-date by signing into your account at www.danepurchasing.com. On the top menu bar, click Vendor Registration and then click Vendor Log In.

1.15 Local Purchasing Ordinance

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

County ordinance provides that a local vendor automatically receive five points toward the evaluation score.

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

1.16 Dane County Sustainability Principles

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

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

1.17 Fair Labor Practice Certification

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

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

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

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

2.0 PROPOSAL SELECTION AND AWARD PROCESS

2.1 Preliminary Evaluation

The proposals will first be reviewed to determine if requirements in Section 1 and Section 4 are met. Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

2.2 Proposal Scoring

Accepted proposals will be reviewed by an evaluation team and scored against the stated criteria in Section 3. This scoring will determine the ranking of vendors based upon their written proposals. If the team determines that it is in the best interest of the County to require oral presentations, the highest-ranking vendors will be invited to make such presentations. Those vendors that participate in the interview process will then be scored, and the final ranking will be made based upon those scores.

2.3 Oral Presentations/Interview

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

2.4 Evaluation Criteria

The proposals will be scored using the following criteria:

| Proposal Requirements | Percent |
|---|----------------|
| Mandatory Requirements (Section 4.4) | 15% |
| Waste Disposal Requirements (Section 4.5) | 15% |
| Waste Characterization (Section 4.6) | 15% |
| Company Profile (Section 4.7) | 15% |
| Organization Capabilities (Section 4.8) | 5% |
| Staff Qualifications (Section 4.9) | 5% |
| Project Approach & Disposal Methods (Section 4.10) | 5% |
| Reporting (Section 4.11) | 5% |
| Insurance Coverage (Section 4.12) | 5% |
| Cost | Percent |
| Cost (Section 5) | 15% |
| Total | 100% |

2.5 Right to Reject Proposals and Negotiate Contract Terms

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

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

highest scoring proposer, the County may negotiate a contract with the next highest scoring proposer.

2.6 Award and Final Offers

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

2.7 Notification of Intent to Award

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

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

3.1 Definitions and Links

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Department/Division utilizing the service or product (Dane County Department of Waste & Renewables)

Contract Technical Representative: County Agency's contract representative (Dane County Clean Sweep's Hazardous Waste Coordinator)

Dane County Purchasing website: www.danepurchasing.com

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

Proposer/Vendor/Firm/Contractor: a company submitting a proposal in response to this RFP.

3.2 Introduction to the Project

Dane County is seeking proposals for hazardous waste collection, transport, and disposal from the Dane County Clean Sweep Program which is operated by the Dane County Department of Waste & Renewables. The facility is located at the Dane County Landfill No. 2 (Rodefeld) located at 7102 US Highways 12 & 18, Madison, Wisconsin 53718. The standard hours of operation are Mondays – Fridays from 7:00 a.m. to 2:45 p.m., and Saturdays from 8:00 a.m. to 10:45 a.m.

3.3 Scope of Services/Specification Overview

The Contractor shall provide all containers and other materials, labor, tools, equipment, expertise, insurance, and permits necessary to classify, sort, containerize, inventory, manifest, label, and transport drums, cubic yard boxes and rollofs of hazardous waste and latex paint. The Contractor shall be responsible for final disposition of such waste at approved facilities. The Contractor must specify in their proposal any inspection or verification of packaging which they would require.

Dane County personnel may bulk containers of latex paint, oil-based paint, halogenated solvents, non-halogenated solvents, and antifreeze. Each waste category will be bulked separately. Dane County personnel will box non-latex paints for recycling in cubic yard boxes and latex paint in 20-cubic yard rollofs and cubic yard boxes.

The contractor shall provide a shipping trailer with a drip pan to be left on site for Dane County personnel to fill with appropriately packaged waste until filled for shipment.

Currently, the Dane County Clean Sweep Facility collects hazardous waste from households and very small quantity generators (VSQGs) in Dane County. It received approximately 793,000 pounds of material for packing, transporting and recycling/disposal (hazardous waste and non-hazardous waste) in 2019. An electronic copy of the 2019 Dane County Clean Sweep Program Annual Summary report can be obtained upon request.

3.4 Mandatory Requirements

The following general requirements are mandatory and must be complied with.

1. All vendors shall either be an eligible contractor in accordance with the Wisconsin Department of Agriculture Trade and Consumer Protection ATCP 34

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

or pay annually the maximum allowable DATCP grant to Dane County each January throughout the contract period. For 2020, the DATCP grant amount is \$55,000.

ATCP 34 can be accessed via the internet at http://docs.legis.wisconsin.gov/code/admin_code/atcp/020/34

2. At minimum the Contractor will accept bulked drums containing either oil-based paint, latex paint, pesticides, pesticide contaminated soils, oxidizers, acids, alkalines, non-halogenated solvents, halogenated solvents, or antifreeze. Accept loose packed cubic yard boxes of oil based and latex paint, flammable liquids, flammable gasses, solid pesticides/toxics, liquid pesticides/toxics. Accept loose packed drums of flammable liquids, flammable gasses, flammable solids, solid pesticides/toxics, liquid pesticides/toxics, acids, alkalines, mercury containing devices, PCB containing ballasts, oxidizers, and mercury amalgam. Accept lab packs of specified materials as generated. Accept rollofs of latex paint for recycling and/or disposal.
3. Accept any other appropriate containers of hazardous waste comprised of the materials specified.
4. Containerize materials, which are not packed by Dane County personnel, for transport in accordance with all applicable statutes and regulations. Records must be kept to document the number of containers, type of waste material and approximate volume of each container packed into each container. It is estimated that this will occur on a quarterly basis to assist Dane County in the disposal of reactives and lab wastes.
5. Inventory, manifest, label and transport these materials off-site and be responsible for their final disposition (reuse, reprocessing, fuel blending, treatment, disposal, etc.) in accordance with all applicable statutes and regulations.
6. Provide all safety equipment necessary to effect the proper site operations for Contractor personnel, including but not limited to; chemical fire extinguishers, spill containment systems, absorbent materials, ground covers, and personal protective equipment.
7. Be able to provide a shipping trailer (minimum 48 foot) to be left at the Dane County Clean Sweep Facility for accumulation of waste between shipments. This trailer will be picked up by the contractor on the day of shipment and an empty trailer left to accumulate waste for the next shipment (ie. “drop and hook”). The trailers provided shall be lined with drip pans to collect any spills from containers placed on the trailer. Proposers must provide a description, photograph or diagram of the trailer drip pan.
8. Be able to provide a 20-cubic yard rolloff with liner and tarping system for cans of latex paint containers between shipments. This rolloff will be picked up by the contractor on the day of shipment and an empty rolloff left to accumulate latex paint for the next shipment. The facility can accommodate two rollofs at a time.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

9. Be able to make occasional pick-ups at off-site locations throughout Dane County when notified. These pick-ups include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
10. Be able to conduct a minimum of two annual satellite collection events at off-site locations throughout Dane County. For estimating costs assume a 4 hour event with 200 customers. The Contractor must provide trained and experienced personnel to collect and pack materials. These collection events include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
11. Be licensed to haul and process hazardous waste and be able to perform all of the above hazardous waste activities in compliance with applicable U.S. Environmental Protection Agency, U.S. Department of Transportation, and Wisconsin Department of Natural Resources (WDNR) and Wisconsin Department of Transportation regulations, and all other applicable regulatory agencies. All facilities involved in the transfer, treatment, disposal, and storage must also be licensed and in compliance.
12. Secure all permits required for work prior to the commencement of work.
13. Comply with all applicable Federal, State, and local codes and regulations.
14. The contractor shall be responsible for the supervision and direction of their workers, and is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract.
15. The Contractor shall repair any and all damages to the buildings, grounds, or equipment of Dane County by their operations or personnel at no expense to Dane County.
16. The Contractor shall implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.
17. The Contractor shall maintain clean and orderly conditions at the work site. The Contractor shall clean up any spills caused by or resulting from their packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner. Upon completion of the work, the work site shall be left in a neat and orderly condition.
18. The Contractor shall conduct waste pickups every two to four weeks as needed, or within 1 week of notification that fifty-five gallon drums, cubic yard boxes, or a full latex paint rolloff, have accumulated at the site. Hazardous wastes must be shipped from the site a minimum of every 30 days. All waste pickups shall be coordinated with Hazardous Waste Coordinator (608-838-3212). At a minimum, hazardous wastes will be shipped out on a monthly basis.
19. The Contractor shall conduct an annual orientation/training for Dane County to instruct Dane County staff on the Contractor's procedures for waste segregation,

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

packaging, bulking, labeling, site safety, and emergency evacuation procedures. Orientation/training shall be scheduled and conducted in the first quarter of each term or at any date agreed upon by the Contractor and Dane County. This annual training shall be included in the unit pricing.

20. The Contractor shall provide waste profiling including all testing (such as PCB screening for bulked solvents), either on-site or in laboratory, for any verification of bulked material or unknown waste.
 - a. Bulked materials may include latex paints, oil-based paints, halogenated solvents, antifreeze, absorbents from waste oil clean-ups, pesticides, pesticide contaminated soils/debris and non-halogenated solvents.
21. All payment requests shall be submitted by emailed invoice to invoices-waste@countyofdane.com on company letterhead. Invoices must, at a minimum, include the following: contractor name, unique invoice number, invoice date, shipment pick-up date, WDNR/EPA manifest number, waste description, unit price (in format as submitted in RFP; i.e.: container or pound), unit, number of units billed, number of containers billed (regardless of unit price), price per line item, total price, and actual payment amount due. Each wastestream picked-up shall be listed as a separate line item. Each pick-up date shall be listed on a separate invoice. Handwritten invoices will not be accepted.

3.5 Waste Disposal Requirements

1. Dane County's waste shall not be mixed with the waste from any other facility at any time during the transporting.
2. Preference shall be given to the following waste disposal hierarchy:
 - a. Reuse
 - b. Reprocessing
 - c. Fuel Blending
 - d. Incineration (RCRA B with ash disposal in a Subtitle C Landfill only)
3. All facilities must be licensed and in compliance with all applicable regulations. Their use is subject to prior approval by the Hazardous Waste Coordinator. Any facility not on the approved list must obtain written approval by the Hazardous Waste Coordinator. Any costs associated with the approval process, such as site audits and visits (for 2 persons), shall be at the expense of the Contractor. No changes from the specified facilities will be allowed without prior written approval by the Hazardous Waste Coordinator. Facilities used under the contract will be subject to site audits at the contractor's expense during the contract period. Each facility used under this contract may be audited up to one time annually.

3.6 Waste Characterization

1. Hazardous waste materials to be packed may include the following categories (but not limited to): pesticides, flammable liquids, flammable gas, compressed gas cylinders, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, mercury amalgam, reactives, dangerous-when-wet lab packs, spontaneously combustible lab packs, and dioxin forming wastes (2,4,5-T, & pentachlorophenol).

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2. The category of PCB Wastes consists of any hazardous waste contaminated with PCB's, including any ballasts containing PCB's. RCRA hazardous waste (flammable, corrosive, toxic, reactive) containing less than 50 ppm of PCB's shall be disposed of at a RCRA facility. Hazardous waste containing greater than or equal to 50 ppm of PCB's shall be disposed of at a TSCA facility.
3. Non-hazardous and/or universal waste materials to be packed may include the following: latex paint, antifreeze, and absorbent materials from waste oil clean-ups.

3.7 **Company Profile**

1. Where is your organization's home office located? What is the location of the office that will be servicing this contract?
2. Where are your organization's transportation services located?
3. How many years has your organization been in business as a Contractor?
4. How many years has your organization been in business under its present name?
5. Has your organization ever failed to complete any work awarded to it? (if yes please attach details)
6. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)
7. Has your organization ever been in business under another name? If yes, please answer the following:
8. How many years was your organization in business under its previous name?
9. Did your previous organization ever fail to complete any work awarded to it? (if yes please attach details)
10. Were there any judgments, claims, arbitration proceedings or suits pending or outstanding against your previous organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)
11. Waste materials to be packed will consist of at least the following categories: pesticides, flammable liquids, flammable gas, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, reactives, PCB wastes, dangerous-when-wet lab packs, spontaneously combustible lab packs, batteries, dioxin forming wastes (2,4,5-T and pentachlorophenol), latex paint, oil based paint, and antifreeze. Indicate if any of these waste types cannot be handled by your organization.
12. Describe your organization's experience conducting one-day satellite HHW collection events.
13. Provide evidence of your company's financial stability, including the last three audited fiscal statements for your company.

3.8 **Organization Capabilities**

1. Provide a description of qualifications, experience, specialized equipment, organization, and resources. Include any experience with programs accepting

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

household hazardous waste, agricultural wastes, very small quantity generator (VSQG) waste, and mobile programs.

2. Provide a list of at least 5 projects which demonstrate the firm's competence to perform work similar to that required on this project. Include a table listing the name of the facility, the contact person with telephone number, the date of work, a description of the work involved including waste volumes and number of events/pick-ups, and the fees for your work.

3.9 Staff Qualifications

1. The proposer shall provide a list of staff who will be committed to the project with their professional resumes and societal affiliations. Limit resumes to only those personnel who will have major project involvement. Changes in personnel listed here and assigned to the project will not be allowed without permission from Dane County.

3.10 Project Approach and Disposal Methods

1. Provide the name and description of each facility/sub-contractor to be involved in the transfer, treatment, disposal, or storage of these materials, including an EPA identification number, name of contact person, and telephone number including all sub-contractors. All facilities must be licensed and in compliance with all applicable regulations and are subject to approval by Hazardous Waste Coordinator.
2. List any judgments, claims, arbitration proceedings or suits pending or outstanding against each facility or its officers.
3. Describe the techniques to be used in approaching the project. Describe special response procedures for spill situations and the receipt of any especially dangerous material (such as picric acid, ether, or permanganates).
4. Describe any techniques to be used for disposal of non-hazardous waste streams such as antifreeze or latex paint.
5. Complete and attach Attachment B – Disposal Method and Facilities Declaration.
 - a. Pre-Approved Disposal Facilities – sites not on this list below may be proposed for this contract. Audit information and possible site visits may be required by Dane County for sites not on the approve site list and will be subject to approval by Dane County.
 - i. Advanced Disposal
 - ii. Amazon Environmental
 - iii. Veolia Environmental Services – Menomonie Falls, WI
 - iv. Veolia Environmental Services – Sauget, IL
 - v. Veolia Environmental Services – Port Washington, WI
 - vi. Veolia Environmental Services – Port Arthur, TX
 - vii. Veolia Environmental Services – Phoenix, AZ
 - viii. Green America Recycling – Hannibal, MO
 - ix. Safety Kleen Systems – Madison, WI
 - x. Lehigh Cement (formerly Essroc Cement Corp) – Logansport IN
 - xi. Evoqua Water (formerly Siemens Water Technologies)
 - xii. All Safe, Inc.
 - xiii. EMCO Chemical Distributors
 - xiv. Stablex – Canada

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

- xv. US Ecology (formerly EQ Environmental) – Belleville, MI
- xvi. Lone Star – Greencastle, IN

3.11 **Reporting**

1. Provide yearly reports tabulating the disposition of all materials accepted as appropriate for WDNR. Reports shall at a minimum include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists. An additional on-line information system that can be accessed via the internet is preferred.
2. Provide copies of all manifests and all other documents to the Hazardous Waste Coordinator within 5 days of the date of waste shipment from the site. Submit a final report within 6 weeks of the date of final waste shipment for the year. Extensions may be granted only with the prior approval of the Hazardous Waste Coordinator.
3. COD packets are required and shall contain the actual certificate of disposal/recycling (COD/R) of the waste stream, and a copy of the manifest with the waste stream listed. The packet must clearly show that the COD/R is for the wastestream that is listed on the manifest. The Hazardous Waste Coordinator must be able to track the waste from pick-up through final destruction/recycling at the endsite.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

3.12 Insurance Coverage

1. The Contractor shall procure and maintain, at minimum, the insurance categories and limits listed below. The Contractor shall be the primary with Dane County as an additional insured.
 - a. Worker's Compensation & Employer's Liability - \$1,000,000 minimum limit
 - b. Commercial General Liability - \$5,000,000 combined single limits per occurrence
 - c. Environmental Impairment Liability - \$5,000,000 combined single limits per occurrence or claims made
 - d. Commercial Automobile – \$1,000,000 combined single limits per occurrence
 - e. Sudden & Accidental PCB Pollution - \$1,000,000 per occurrence and \$5,000,000 aggregate
2. Insurance Certificates must be included as part of the Contractor's proposal packet. Copies of applicable insurance certificates should be enclosed for the TSD facilities listed by the Contractor.
3. The Contractor's insurance policy shall include MCS-90 and CA-9948 endorsements. Copies of these endorsements shall be included as part of the Contractor's proposal packet.
4. Insurance policies shall be endorsed to provide thirty (30) days written notice to Dane County upon cancellation or modification.
5. Upon the request of Dane County, the Contractor shall provide copies of insurance policies in effect during the duration of this contract.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 RFP RESPONSE PREPARATION REQUIREMENTS

Proposals shall be organized to comply with the section numbers and names as shown below. Each section heading should be clearly marked. Graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 [Attachment A – Vendor Information](#)

4.2 Table of Contents

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

4.3 Response to Section 3.3 Scope of Services/Specification Overview

4.4 Response to Section 3.4 Mandatory Requirements

-Include any requirement that cannot be met with an explanation of why and alternative proposed solution. Indicate if all requirements can be met.

4.5 Response to Section 3.5 Waste Disposal Requirements

-Include any requirement that cannot be met with an explanation of why and alternative proposed solution. Indicate if all requirements can be met.

4.6 Response to Section 3.6 Waste Characterization

-Include any requirement that cannot be met with an explanation of why and alternative proposed solution. Indicate if all requirements can be met.

4.7 Response to Section 3.7 Company Profile

4.8 Response to Section 3.8 Organization Capabilities

4.9 Response to Section 3.9 Staff Qualifications

4.10 Response to Section 3.10 Project Approach and Disposal Methods

- include [Attachment B](#)

4.11 Response to Section 3.11 Reporting

-Include any requirement that cannot be met with an explanation of why and alternative proposed solution. Indicate if all requirements can be met.

4.12 Response to Section 3.12 Insurance Coverage

-Include any requirement that cannot be met with an explanation of why and alternative proposed solution. Indicate if all requirements can be met.

4.13 Additional Information, if applicable

5.0 COST PROPOSAL

5.1 General Instructions on Submitting Cost Proposals

The Cost Proposal section of this RFP is a separate document and can be found on www.danepurchasing.com. The Cost Proposal section shall be completed and submitted separately from the RFP Response document.

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

5.2 Format for Submitting Cost Proposals

The Cost Proposal section that accompanies the RFP posting shall be used. Additional pages can be added to the Cost Proposal Section if necessary.

The Cost Proposal submission shall be in PDF format with the document name including the RFP #, Vendor Name, and Cost Proposal.
(ie: 120012 – ABC Company – Cost Proposal)

5.3 Fixed Price Period

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

| VENDOR INFORMATION | | | |
|---------------------------|--|------------------------------|--|
| VENDOR NAME: | | DANE COUNTY VENDOR #: | |

| Vendor Information (address below will be used to confirm Local Vendor Preference) | | | |
|---|--|------------------|--|
| Address | | City | |
| State & Zip | | County | |
| Vendor Rep. Name | | Title | |
| Email | | Telephone | |

| Designation of Confidential and Proprietary Information (Reference 1.12) | | |
|---|--|-------|
| <input type="checkbox"/> | No information designated as confidential and proprietary. | |
| Section # | Page(s) # | Topic |
| | | |
| | | |
| | | |
| | | |
| | | |

| Cooperative Purchasing (Reference 1.13) | |
|--|---|
| <input type="checkbox"/> | I <u>agree</u> to furnish the commodities or services of this bid to other municipalities. |
| <input type="checkbox"/> | I <u>do not agree</u> to furnish the commodities or services of this bid to other municipalities. |

| Local Vendor Purchasing Preference (Reference 1.15) | | | | | | |
|---|-----------------------------|------------------------------|-------------------------------|-----------------------------------|--------------------------------|--|
| Are you claiming a local purchasing preference under DCO 25.08(7)? | <input type="checkbox"/> No | <input type="checkbox"/> Yes | <input type="checkbox"/> Dane | <input type="checkbox"/> Columbia | <input type="checkbox"/> Green | <input type="checkbox"/> Jefferson |
| | | | | <input type="checkbox"/> Sauk | <input type="checkbox"/> Dodge | <input type="checkbox"/> Rock <input type="checkbox"/> Iowa |

| Fair Labor Practice Certification (check only 1) (Reference 1.17) | |
|--|--|
| <input type="checkbox"/> | Vendor has not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |
| <input type="checkbox"/> | Vendor has been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the date this bid submission is signed. |

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

| Signature Affidavit | | | |
|--|--|--------------|--|
| <p>In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a 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 proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified under the Designation of Confidential and Proprietary Information section. The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposals, and declares that the attached proposal and pricing are in conformity therewith.</p> | | | |
| Signature | | Date | |
| Name (Printed) | | Title | |

| |
|--|
| DISPOSAL METHODS AND FACILITIES DECLARATION |
|--|

A disposal facility must be specified for each waste category. Their use is subject to prior approval by the Hazardous Waste Coordinator, refer to the list of pre-approved facilities in Section 3.10. No changes from the methods or facilities specified in this schedule will be allowed without prior approval by the Hazardous Waste Coordinator.

| # | Waste Category | Recycling/Disposal Method | Primary Facility Name | Secondary Facility Name |
|----|--|---------------------------|-----------------------|-------------------------|
| 1 | Latex Paint (bulked) | | | |
| 2 | Latex Paint (CY box) | | | |
| 3 | Latex Paint (rolloff- recycling) | | | |
| 4 | Latex Paint (rolloff –fuel blending) | | | |
| 5 | Oil-Based Paint (bulked) | | | |
| 6 | Oil-Based Paint (CY box) | | | |
| 7 | Nonhalogenated Solvent | | | |
| 8 | Halogenated Solvent | | | |
| 9 | Flammable Liquids | | | |
| 10 | Flammable Gas | | | |
| 11 | Acids | | | |
| 12 | Alkalines | | | |
| 13 | Toxic Liquid | | | |
| 14 | Toxic Solids | | | |
| 15 | Oxidizers | | | |
| 16 | Flammable Solids | | | |
| 17 | Spontaneously Combustible | | | |
| 18 | Dangerous When Wet | | | |
| 19 | Organic Peroxides | | | |
| 20 | Metallic Mercury | | | |
| 21 | Mercury Devices/Debris | | | |
| 22 | Mercury Amalgam | | | |
| 23 | Mercury Compounds | | | |
| 24 | PCB Contaminated Liquid | | | |
| 25 | PCB Containing Devices | | | |
| 26 | Compressed Gas Cylinders | | | |
| 27 | Antifreeze | | | |
| 28 | Lithium Batteries | | | |
| 29 | Diesel Debris | | | |
| 30 | Pesticide/Herbicide contaminated Sludge/Soil | | | |
| 31 | Empty Steel Drums | | | |
| 32 | Dioxin Waste | | | |
| 33 | Non-Controlled Pharmaceuticals | | | |

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts

Rev. 11/2019

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

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

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

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

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

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

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

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

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

establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

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

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

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

8.1 Bids **MUST** be received in the electronic mailbox of the Dane County Purchasing Division on or before the date and time that the bid is specified as being due.

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

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

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

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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

copy of the current affirmative action plan filed with and approved by a federal, state or local government unit.

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

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

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

16.5 AMERICANS WITH DISABILITIES ACT: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

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

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

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

19.0 WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor.

20.0 INDEMNIFICATION & INSURANCE.

20.1 Vendor shall indemnify, hold harmless and defend County, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which County, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the

SECTION 7 – STANDARD TERMS AND CONDITIONS

provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

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

20.2.1. Commercial General Liability.

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

20.2.2. Commercial/Business Automobile Liability.

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

20.2.3. Environmental Impairment (Pollution) Liability

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

20.2.4. Workers' Compensation.

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

20.2.5. Umbrella or Excess Liability.

Vendor may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not

be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. vendor agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

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

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

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

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

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other

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

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

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

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

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

25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually

borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

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

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

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

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