

REQUEST FOR PROPOSAL (RFP)

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

	110001			
RFP NUMBER	118081			
		Phase 2 Lower Yahara River Trail		
RFP TITLE	Plan	s, Specifications, Estimates and Permits		
	October 11, 2018 2:00 p.m. (CST)			
DED DE ADI INE				
RFP DEADLINE				
	Late propo	sals, faxed proposals, electronic mail proposals or unsigned		
	proposals will be rejected.			
	CITY COUNTY BUILDING			
SUBMIT PROPOSAL	DANE COUNTY PURCHASING DIVISION			
TO THIS ADDRESS	210	MARTIN LUTHER KING JR BLVD ROOM 425		
		MADISON, WI 53703-3345		
	NAME Carolyn A. Clow			
DIDECT	TITLE Purchasing Agent			
DIRECT ALL INQUIRES TO	PHONE # 608-266-4966			
ALL IIIQUINEO IO	EMAIL	Clow.carolyn@countyofdane.com		
WEB S		www.danepurchasing.com		
DATE ISSUED: August 27, 2018				

PROPOSAL SUBMISSION CHECKLIST				
# of Proposals	Proposal Delivery			
 □ (1) original □ (2) copies □ (1) electronic copy of your proposal and cost proposal in PDF format on a flash drive □ Up-to-date Vendor Registration 	☐ Sealed envelope/package containing proposals and labeled with: Vendor Name Bid Number Bid Deadline Date/Time			
PROPOSALS MUST BE DATE/TIME STAMPED BY A DANE COUNTY DEPARTMENT OF ADMINISTRATION STAFF MEMBER				

1.0 GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Clarification of the Specifications
- 1.3 Reasonable Accommodations
- 1.4 Addendums and/or Revisions
- 1.5 Calendar of Events
- 1.6 Contract Term and Funding
- 1.7 Submittal Instructions
- 1.8 Multiple Proposals
- 1.9 Required Copies
- 1.10 Proposal Organization and Format
- 1.11 Proprietary Information
- 1.12 Cooperative Purchasing
- 1.13 Vendor Registration
- 1.14 Local Purchasing Ordinance
- 1.15 Dane County Sustainability Principles
- 1.16 Fair Labor Practice Certification

2.0 PROPOSAL SELECTION AND AWARD PROCESS

- 2.1 Preliminary Evaluation
- 2.2 Proposal Scoring
- 2.3 Oral Presentations/Interview
- 2.4 Right to Reject Proposals and Negotiate Contract Terms
- 2.5 Evaluation Criteria
- 2.6 Award and Final Offers
- 2.7 Notification of Intent to Award

3.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

- 3.1 Definitions and Links
- 3.2 Scope of Services/Specification Overview

4.0 PROPOSAL PREPARATION REQUIREMENTS

- 4.1 Required Form Attachment A Vendor Information
- 4.2 Table of Contents
- 4.3 Tab 1: Introduction
- 4.4 Tab 2: Organization Capabilities
- 4.5 Tab 3: Staff Qualifications
- 4.6 Tab 4: Proposer References
- 4.7 Tab 5: Bicycle/Pedestrian Facility Planning
- 4.8 Tab 6: Wetlands & Floodplain Planning
- 4.9 Tab 7: Bicycle/Pedestrian Facility Construction Documents
- 4.10 Required Form Attachment B Designation of Confidential & Proprietary Information

5.0 COST PROPOSAL

- 5.1 General Instructions on Submitting Cost Proposals
- 5.2 Format for Submitting Cost Proposals
- 5.3 Fixed Price Period

6.0 REQUIRED FORMS – ATTACHMENTS

- 6.1 Attachment A Vendor Information
- 6.2 Attachment B Designation of Confidential & Proprietary Information
- 6.3 Attachment C Cost Proposal

7.0 STANDARD TERMS AND CONDITIONS

1.0 GENERAL INFORMATION

1.1 <u>Introduction</u>

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal to provide survey, environmental, design and engineering services for the segment of the Lower Yahara River Trail between Fish Camp County Park and Lake Kegonsa State Park for the Dane County Land and Water Resources Department, Parks Division, 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 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** (Section 1.5).

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 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).

1.4 Addendums and/or Revisions

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

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

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

1.5 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with <u>specific</u> 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 <u>website</u>. There may or may not be a formal notification issued for changes in the estimated dates and times.

DATE	EVENT
August 27, 2018	RFP Issued
September 28, 2018	Last day to submit written inquiries (2:00 p.m. CST)
October 1, 2018	Addendums or supplements to the RFP posted on the Purchasing Division website
October 11, 2018	Proposals due (2:00 p.m. CST)
November 2018	Interviews (if needed)
January 2019	Vendor Selection/Award

1.6 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run until completion of the project.

1.7 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.

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

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

1.8 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.

1.9 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.

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

1.10 Proposal Organization and Format

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

1.11 **Proprietary Information**

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the Required Form – Attachment B "Designation of Confidential and Proprietary Information". 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.

1.12 Cooperative Purchasing

Participating in cooperative purchasing gives vendors opportunities 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.

1.13 **Vendor Registration Program:**

All proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an 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.

1.14 <u>Local Purchasing Ordinance</u>

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.

1.15 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.

1.16 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

SECTION 1 – GENERAL INFORMATION

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.

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. 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
Organizational Capabilities (Section 4.4)		10%
Staff Qualifications (Section 4.5)		20%
Bicycle Pedestrian Facility Planning (Section 4.7)		20%
Wetlands & Floodplain (Section 4.8)		20%
Bicycle/Pedestrian Facility Construction Documents (Section 4.9)		20%
Cost		Percent
Cost (Section 5)		10%
	Total	100%

SECTION 2 – PROPOSAL SELECTION AND AWARD PROCESS

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 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 <u>Notification of Intent to Award</u>

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 <u>Definitions and Links</u>

The following definitions and links are used throughout the RFP.

County: Dane County

County Agency: Department/Division utilizing the service or product.

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

this RFP.

Dane County Purchasing website: www.danepurchasing.com
Fair Labor Practices websites: www.nlrb.gov and http://werc.wi.gov

3.2 Scope of Services/Specification Overview

Project Description

In 1996 the Dane County Parks and Open Space Plan included a recommendation for a trail that would span from Lake Farm County Park to the City of Stoughton. The trail would later be named the Lower Yahara River Trail with phase 1 from the Capital City Trail to McDaniel Park in the Village of McFarland being completed in 2017.

Phase 2 implementation of the Lower Yahara River Trail by Dane County is envisioned to span approximately 1.3 miles between Fish Camp County Park and Lake Kegonsa State Park. The project is anticipated to begin at the Fish Camp carp removal interpretive site parking lot and end on the western boundary of Lake Kegonsa State Park. The Wisconsin DNR will be responsible for identifying the exact location of where the trail will enter the state park and how it will traverse through the park. Dane County is seeking a private consulting firm to provide survey, environmental, design and engineering services for the segment of the Lower Yahara River Trail between Fish Camp County Park and Lake Kegonsa State Park that are outlined more specifically under Project Design Delivery Requirements within this section.

Wetlands, archaeological resources, floodplain and soils are anticipated to be primary planning considerations. Both design and construction of the trail is anticipated to be locally funded, there are no federal funds associated with this project.

The project area is defined as the following:

Starting from the western parking lot of Fish Camp County Park and traveling east along the service road / trail and crossing Fish Camp Road and continuing to follow the service road / trail until this ends. After this point crossing Door Creek and continuing east within county land until ending at an existing easement that provides access to Fairview Street. At Fairview Street the trail will continue to utilize an existing easement on the south side of the road to the western boundary of Lake Kegonsa State Park, exact location to be determined. See Exhibits for a graphic representation of the project area and approximate trail alignment.

Project Design Delivery Requirements

The following deliverables are required for this project:

Wetland Delineation

- (1) Conduct wetland determination and delineation within project area prior to 15% plan completion in compliance with the procedures and standards set forth in in the USACE Manual (USACE 1987), subsequent guidance documents (USACE 1991, 1992), Guidelines for Submitting Wetland Delineations in Wisconsin to the St. Paul District Corps of Engineers (USACE 1996), and the Basic Guide to Wisconsin's Wetlands and their Boundaries (Wisconsin Department of Administration Coastal Management Program 1995). Locate, stake and GPS wetland boundary as determined.
- (2) Provide GIS shapefile data of delineated boundary from GPS survey.

 Provide PDF file of Wetland Delineation Report and Data Forms documenting work performed, existing conditions, maps and findings.

Survey

- (1) Conduct a topographic survey at 1' contour interval of existing land features, utility infrastructure and easements, existing trail easement, property boundaries, and any other information necessary to complete design and permitting within the project area identified on Exhibits. Owner will provide CSMs of existing trail easement at Fairview Street and County owned lands within the project area. Conduct topographic survey tied into the NAVD88 datum and Dane County Coordinate System.
- (2) Provide rebar with cap benchmarks for establishing future horizontal and vertical control as necessary to design and construct the trail.
- (3) Provide ascii electronic file for all survey and benchmark points in format of point, northing, easting, elevation, description.
- (4) Provide survey plan in electronic (CAD) format. The electronic CAD format shall be consistent with AutoCAD Civil 3D 2014. The CAD format shall include points, breaklines, linestyles representing features, and 1 foot contours.
- (5) Field stake approximately 3000' of centerline of proposed trail centerline horizontal alignment every 100' at 30%, 60% and final plan completion levels. Assume proposed trail corridor will be accessible to conduct field survey staking by foot or ATV.

Geotechnical Survey

The purpose of the Geotechnical Investigation is to provide subsurface information for construction plans and to develop recommendations for the construction of the trail and associated structures. The following will be provided:

- (1) A Site Investigation Report (SIR). The SIR describes the subsurface investigation, laboratory testing, analyses, computations and recommendations for structure loads. Initially, up to 16 subsurface borings will be completed ranging in depths from 5' to 75' in depth. See Exhibits for approximate locations and depths. All data relative to the underground conditions which may affect the design of the proposed structure's foundation are reported.
- (2) Subsurface Exploration (SE) sheet. The SE sheet is a CAD drawing that illustrates the soil boring locations and is a graphical representation of the driller's findings.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

(3) Provide survey report in electronic (Word) format. Provide survey plan in electronic (CAD) format. The electronic CAD format shall be consistent with AutoCAD Civil 3D 2014.

Archaeological/Cultural Review

The archaeological/cultural review will be used to determine if historic or culturally sensitive sites are within areas proposed to be disturbed at the 30% plan completion milestone. Archaeological/cultural review will be limited to an approximate 500'x40' wide corridor of existing mown trail in Fish Camp County Park and an approximate 3000' x 40' proposed trail corridor that will be field staked between Lake Kegonsa State Park and the Door Creek wetland complex. Utilization of federal funds is not anticipated for design or construction of the trail, and therefore is not subject to review under Section 106 of the National Historic Preservation Act or Wisconsin Statutes. Scope of services for this task item includes:

- (1) Complete the Wisconsin Public Lands Field Archaeological Permit and submit to Wisconsin State Historical Society, Division of Historic Preservation pursuant to the Field Archaeology Act. (Wisconsin Statute 44.47).
- (2) Complete literature and records review. Records review to include review of Wisconsin State Historical Society, Division of Historic Preservation records, and records associated with the Wisconsin Burial Sites Preservation Office for information regarding previously recorded archaeological/cultural resources within the proposed trail corridor.
- (3) Provide an archaeological reconnaissance survey of an area approximately 3500'x40' of proposed trail corridor that includes shovel test survey and visual inspection. Shovel testing to consist of excavation of small test pits down to archaeologically sterile soil and limited to areas of interest based on records review and visual inspection. Dane County strongly practices preservation in place and desires only the minimum number of test pits necessary to determine if archaeological/cultural resources are present within areas proposed to be disturbed.
- (4) Non burial cultural resources inadvertently discovered during shovel testing shall be documented including GPS coordinates and immediately returned as closely as possible to their original location.
- (5) Inadvertent burial discoveries are not anticipated within this corridor. A contract change order will be negotiated in the event of an inadvertent burial discovery.
- (6) Provide a report of investigations including results of the records check, field survey work and recommendations for areas of avoidance. (If any are discovered.)
- (7) Assume project area is accessible by foot or ATV.

Trail Plans

- (1) Prepare 15% wetland crossing plans to show sufficient detail of possible structures or construction materials for proposed methods of traversing wetlands. This task will be completed and submitted for County review before a 30% plan will be prepared.
- (2) Prepare 30% shared use trail plans from Fish Camp County Park to State Park boundary to show sufficient detail for commencing permit application submittals and archaeological review. Designs should provide the best balance between minimizing environmental impacts, practical construction considerations, right of way limitations, acceptable slopes, aesthetics, compatibility with existing utilities and cost considerations.

SECTION 3 - PROJECT OVERVIEW AND SCOPE OF SERVICES

- (3) Prepare 60% plans, specifications and estimates of shared use trail plans from Fish Camp County Park to State Park.
- (4) Upon approval of necessary water regulatory/erosion control/stormwater management permits, finalize plans, specifications and cost estimates (PSE) for shared use trail including:
 - a. Typical cross sections at 50' intervals, plan and profile sheets for proposed at grade trail segments.
 - b. Hydrology and hydraulic calculations necessary for all proposed culvert crossings. Includes equalizing culverts for proposed at-grade trail sections.
 - c. Plan and profile sheets for all proposed culvert crossings. The plans shall be of sufficient detail to allow for field survey staking with customary degree of accuracy.
 - d. Fully dimensioned plans and specifications for boardwalk/bridge structures with controlling elevations. The plans shall be of sufficient detail to allow for field survey staking with customary degree of accuracy.
 - e. Piling plans shall be shall be of sufficient detail to allow for field survey staking with customary degree of accuracy.
 - f. Construction documents shall include signage, erosion control and traffic control plans.
 - g. Plan and profile sheets are anticipated to be prepared to a 1"=40' scale on 11 inch by 17 inch size sheets.
 - h. All final plans, specifications and estimates subject to County review and approval.
 - i. All final plans, specifications and estimates shall be of sufficient detail for County bidding and Contractor construction purposes.

Agency Coordination*

- *Assumption some level of wetland fill will be proposed and purchase of wetland banking credits by County will be mitigation method. This item is not considered complete until all necessary permits have been approved.
 - (1) Wisconsin DNR WRAPP Permit
 - a. Wisconsin DNR Individual Wetland Permit (Fill)
 - b. Wisconsin DNR Individual Chap. 30 Permit (Bridge)
 - (2) Army Corps. of Engineers Permit
 - a. Prepare Section 404 Permit (Wetland Fill)
 - (3) Dane County
 - a. Prepare Stormwater and Floodplain Zoning Permits

Meetings

(1) Attend meetings with County at Dane County Land and Water Resources Offices as listed below to discuss status of the project. This includes preparation of electronic exhibits for discussion purposes.

SECTION 3 – PROJECT OVERVIEW AND SCOPE OF SERVICES

Anticipated meetings and subjects are:

- 1. Initial on-site tour/kick off meeting.
- 2. Site analysis/wetland delineation review prior to development of 15% wetland crossing plan.
- 3. 15% wetland crossing plan review.
- 4. 30% shared use trail plan review.
- 5. Pre-permit application discussion.
- 6. 60% shared use trail plan review.
- 7. Pre-submittal permit review.
- 8. Final plan, specification and estimate (PSE) shared use trail plan review.
- 9. Project closeout discussion.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.0 PROPOSAL PREPARATION REQUIREMENTS

Proposals should be organized to comply with the section numbers and names as shown below. Each section heading should be separated by tabs or otherwise clearly marked. Accordingly, graphics, tables and charts are encouraged, but the page limitations shall include these as well. Hardcopies shall be bound in an 8½" x 11" format, but 11"x17" pages for graphics may be included. The RFP sections which should be submitted/responded to are:

4.1 Required Form – 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 Tab 1: Introduction

Provide a one page overview of the firm's bicycle facility planning background and familiarity with completing plan, specification and estimate (PS&E) for bicycle facilities.

4.4 <u>Tab 2: Organization Capabilities</u>

Describe the firm's experience and capabilities in providing similar services to those required under Section 3. Be specific and identify projects, dates, and results.

4.5 Tab 3: Staff Qualifications

Provide resumes describing the educational and work experiences for each of the <u>key</u> staff who would be assigned to the project that address project needs outlined in Section 3.

4.6 Tab 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.

4.7 Tab 5: Bicycle/Pedestrian Facility Planning

The majority of the horizontal trail alignment for this project will offer little to no consideration for the potential of alternative locations. However, identifying a proposed alignment from Fish Camp County Park and Lake Kegonsa State Park will involve addressing a variety of bicycle trail planning challenges. Proposers should provide a narrative to demonstrate past project experience that relates to identifying a preferred multi-use trail alignment through a variety of planning environments.

4.8 Tab 6: Wetlands & Floodplain Planning

The project planning area primarily consists of wetland/floodplain environments. If subsurface soil conditions and permitting agencies allow, it is anticipated an at grade paved path will be the preferred construction method for an extensive segment of trail that is within wetland and floodplain areas. The Dane County Land and Water Resources Department is also anticipating a forthcoming **separate** planning effort to study the lower Door Creek watershed that includes potential flood mitigation and wetland restoration strategies for this region. It is expected there will be some level of overlap between these two planning projects. Proposers should demonstrate familiarity with meeting wetland and floodplain mitigation regulatory requirements.

SECTION 4 – PROPOSAL PREPARATION REQUIREMENTS

4.9 Tab 7: Bicycle/Pedestrian Construction Documents

Because of the wide variety of conditions throughout the planning area, it is anticipated multiple types of off road trail facilities and wetland/water crossing treatments may be required. Preliminary alignments that have been investigated suggest the following potential trail facility may be needed: bridges, boardwalk, paved at grade. Proposers should provide a narrative to demonstrate a diverse background of experience for preparing PS&E for a variety of bicycle/pedestrian facility construction documents.

4.10 Required Form – Attachment B – Designation of Confidential & Proprietary Information

5.0 COST PROPOSAL

5.1 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.

5.2 Format for Submitting Cost Proposals

See Required Form – Attachment C – Cost Proposal

5.3 Fixed Price Period

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

SECTION 6 – REQUIRED FORMS – ATTACHMENT A

VENDOR INFORMATION								
VENDOR NAME:								
Vendor Information (address below will be used to confirm Local Vendor Preference)						erence)		
Address	ation (aa		1 DO U	000 10 0011	200	ai Voilae	<u> </u>	5101100)
City					County			
State					Zip+4			
Vendor Rep. Na Email	ame				Title	.		
Dane County V	endor #				Telepho Date La			
Dano County V	ondor n				Dato La	ot i aia		
		tification (check						
☐ Relations	Commissi	n found by the Natio on ("WERC") to hav n years prior to the o	e violat	ed any statute	e or regula	tion regard	e Wiscor ing labor	nsin Employment standards or
Relations	Vendor has been found by the National Labor Relations Board ("NLRB") or the Wisconsin Employment							
Local Vendor F	Purchasii	ng Preference						
Are you claiming a local purchasing preference under DCO 25.08(7)? □ No □ Yes (complete remainder of this see				section)				
Preference as a	a Dane C	ounty Business	S :	□ Dane				
Preference as a business located in a			☐ Columb ☐ Green ☐ Jefferso		∃ Sauk ∃ Dodge		□ Iowa □ Rock	
Cooperative Pu	ırchasino	3						
	•	e commodities or se	rvices	of this bid to o	ther munic	ipalities.		
☐ I do not a	gree to fur	nish the commoditie	s or se	rvices of this b	oid to other	r municipali	ities.	
Addondon				• 41				,
Addendums – this vendor herby acknowledges receipt/review of the following addendums, if Addendum #1 Addendum #2 Addendum #3 Addendum #4 None								
Signature Affidavit								
In signing this bid, 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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.								
The undersigned agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified on Attachment B. The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Bid, and declares that the attached bid and pricing are in conformity therewith.								
Signature					Title			
Name (Printed)					Date			

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

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

☐ Proposer is not designating any information as proprietary and confidential which qualifies as trade secret.

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

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

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

In the event the Designation of Confidentiality of this information is challenged, proposer 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 agrees to hold the County harmless for any damages arising out of the release of any material unless they are specifically identified above.

COST PROPOSAL				
VENDOR NAME:				

Pricing shall be inclusive of all labor, delivery costs and other expenses necessary to provide product in accordance with the specifications and terms and conditions of this bid document and your proposal.

Task	Cost
1-Wetland Delineation	\$
2-Survey	\$
3-Geotechnical Survey	\$
4-Archaeological/Cultural Review	\$
5-Trail Plans	\$
6-Agency Coordination	\$
7-Meetings	\$
Not to Exceed Total:	\$

STANDARD TERMS AND CONDITIONS

Request for Bids/Proposals/Contracts
Rev. 03/2018

- 1.0 APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the County of Dane acquires goods or services, or both.
- 1.1 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County. Unless otherwise stated in the agreement, these standard terms conditions supersede any other terms and/or conditions applicable to this agreement.
- 1.2 DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.
- 2.0 SPECIFICATIONS: The specifications herein are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Dane County shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications that may result in rejection of their bid.
- 3.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully in writing, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation.
- 4.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.
- 5.0 QUANTITIES: The quantities shown herein are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.
- 6.0 DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. County will reject shipments sent C.O.D. or freight collect.
- 7.0 PRICING: Unit prices shown on the bid shall be the price per unit of sale as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid evaluation and contract administration.

- 7.1 Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the Purchasing Division thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.
- 7.2 Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.
- 8.0 ACCEPTANCE-REJECTION: Dane County reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the County. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the County an option valid for 60 days after the date of submission to the County.
- 8.1 Bids **MUST** be dated and time stamped by the Dane County Purchasing Division Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing division is necessary; timely deposit in the mail system is not sufficient. THERE WILL BE NO EXCEPTIONS TO THIS POLICY.
- 9.0 METHOD OF AWARD: Award shall be made to the lowest responsible responsive bidder conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis.
- 10.0 ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Dane County Purchasing Division.
- 11.0 PAYMENT TERMS AND INVOICING: Unless otherwise agreed, Dane County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods and services. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.
- 11.1 NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed

SECTION 7 – STANDARD TERMS AND CONDITIONS

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.
- **COPYRIGHT** 17.0 PATENT, 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,

SECTION 7 – STANDARD TERMS AND CONDITIONS

commissions and representatives may sustain, incur or be required to pay by reason of vendor furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of County, its agencies, boards, commissions, officers, employees or representatives. The obligations of vendor under this paragraph shall survive the expiration or termination of this Agreement.

In order to protect itself and County its officers, 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 If vendor's insurance is required insurance policies. 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 claimsmade 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 claimsmade 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 Vendor shall furnish evidence of adequate proceeding. 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.

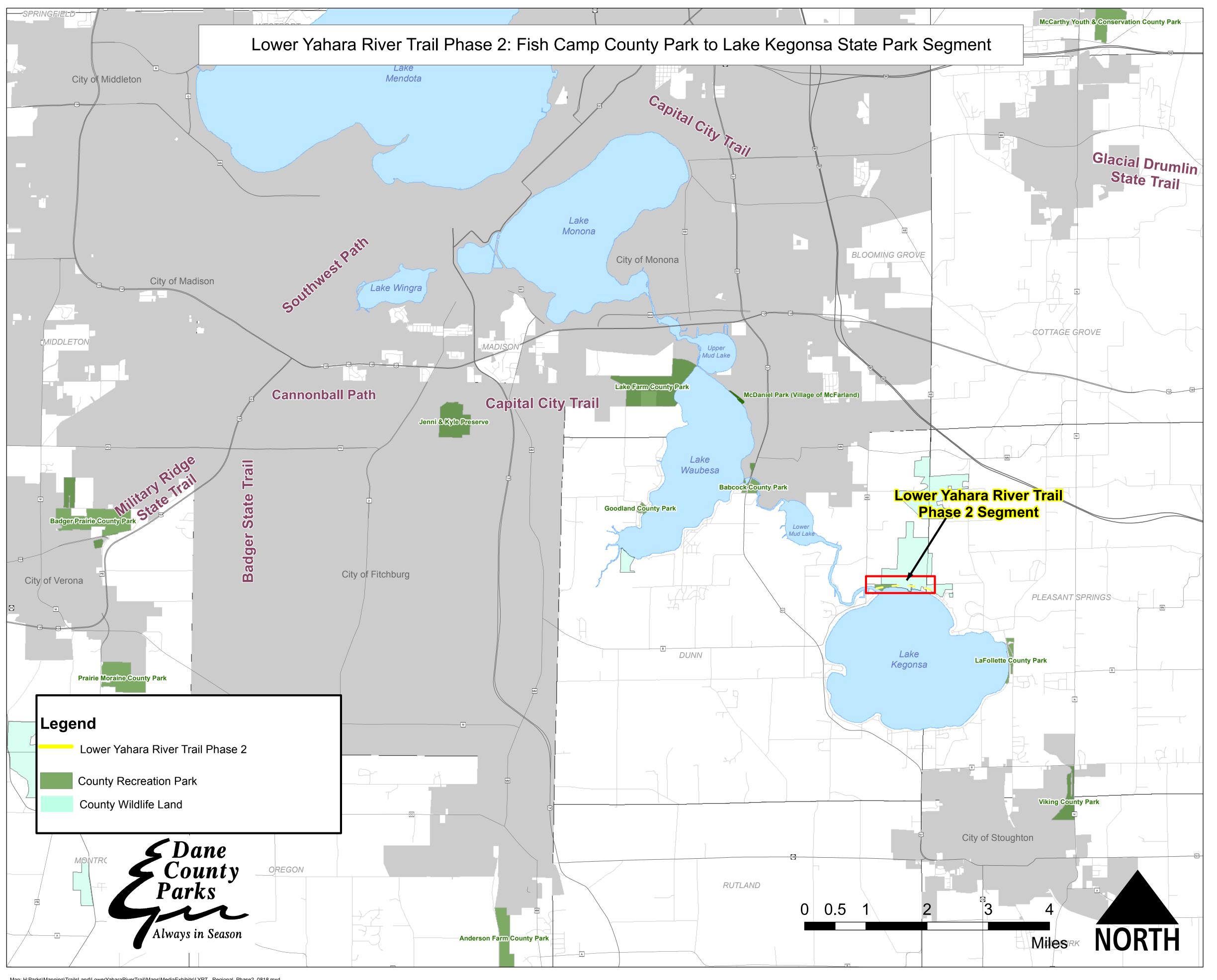
- 20.4. The parties do hereby expressly agree that County, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required 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

SECTION 7 – STANDARD TERMS AND CONDITIONS

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.

- PROPRIETARY INFORMATION: If the vendor 22.1 asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.
- 22.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. Pricing will not be held confidential after award of contract.
- 22.3 Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the County.
- 23.0 RECYCLED MATERIALS: Dane County is required to purchase products incorporating recycled materials whenever technically and economically feasible. Vendors are encouraged to bid products with recycled content which meet specifications.
- 24.0 PROMOTIONAL ADVERTISING: Reference to or use of Dane County, any of its departments or sub-units, or any county official or employee for commercial promotion is prohibited.

- 25.0 ANTITRUST ASSIGNMENT: The vendor and the County of Dane recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the Purchaser. Therefore, the successful vendor hereby assigns to the County of Dane any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 26.0 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 27.03 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"



Lower Yahara River Trail Phase 2: Fish Camp County Park to Lake Kegonsa State Park Segment





County Park Land

County Resource Area

Proposed Lower Yahara Trail: Phase 2
Lower Yahara River Trail: Future Phase
Proposed Bike/Pedestrian Bridge

