



REQUEST FOR PROPOSAL

Department of Administration
Purchasing Division

COUNTY DEPT	Dane County Regional Airport	
RFP NUMBER	116081	
RFP TITLE	Truax Landfill Monitoring Services	
PURPOSE	The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit a proposal for landfill monitoring services.	
DEADLINE FOR RFP SUBMISSIONS	2:00 P.M. Central Time September 7, 2016 Late bids, faxed bid, electronic mail bids or unsigned bid will be rejected.	
SUBMIT RFP TO THIS ADDRESS	DANE COUNTY PURCHASING DIVISION ROOM 425 CITY COUNTY BUILDING 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345	
SPECIAL INSTRUCTIONS	August 2, 2016 – RFP Issued August 19, 2016 – Last Day to Submit Written Questions (2:00 pm CST) August 24, 2016 – Addendums or Supplements to the RFP Posted on the Purchasing Web Site at www.danepurchasing.com September 7, 2016 – Proposals Due from Vendors (2:00 pm CST)	
PLEASE DIRECT ALL INQUIRES TO	NAME	Pete Patten
	TITLE	Purchasing Agent
	PHONE #	608-267-3523
	FAX #	608-266-4425
	EMAIL	patten.peter@countyofdane.com
	WEB SITE	www.danepurchasing.com
DATE BID ISSUED: August 2, 2016		

TABLE OF CONTENTS

RFP# 116081

Page 1: Table of Contents
Page 2: General Information
Page 3: Submittal Instructions
Page 4: Signature Page
Page 5: Vendor Data Sheet & Local Purchasing Provisions
Page 6: Contract Compliance Program Worksheet
Page 7: Contract Compliance Program Definitions
Page 8: Vendor Registration Certification
Page 9: Designation of Confidential & Proprietary Information
Page 10: Fair Labor Practices Certification
Page 11: Dane County Equal Benefits Requirement
Page 12: Proposal Evaluation Criteria
Page 13: Information Required to be Submitted with Proposal
Page 14-27: Purchase of Services Agreement Example

- Schedule A – Engineer Services to be Provided
- List of Exhibits (1-5) which will become Schedule A of the final contract. Proposers are obligated to review and understand all exhibits as part of the RFP response. Exhibits can be found on the Purchasing Division's website – www.danepurchasing.com.
 - Exhibit 1
 - State of Wisconsin Department of Natural Resources document entitled Plan Modification To Reduce Groundwater And Gas Probe Monitoring Requirements At The Dane County Truax Landfill (#03306) FID 113183620, dated October 15, 2007.
 - Exhibit 2
 - Document entitled Appendix E, Landfill Gas Management System Operating Plan, dated February 1999.
 - Exhibit 3
 - Map entitled Landfill Gas Extraction System dated July 2014.
 - Exhibit 4
 - Map entitled Groundwater Monitoring Location dated July 2014.
 - Exhibit 5
 - Expedited Plan Modification, Reduction in Data Reporting, Dane County Truax Landfill, WDNR License No. 3306, dated and submitted to WDNR on April 23, 2012. WDNR approval letter for the Expedited Plan Modification Request dated May 31, 2012.
- Title VI – List of Pertinent Nondiscrimination Acts and Authorities

Page 28-32: Dane County Standard Terms and Conditions

GENERAL INFORMATION

CALENDAR OF EVENTS:

<u>DATE</u>	<u>EVENT</u>
August 2, 2016	- RFP Issued
August 19, 2016	- Last Day to Submit Written Questions (2:00 p.m. Central Time)
August 24, 2016	- Addendums or Supplements to the RFP Posted on the Purchasing Division Web Site at www.danepurchasing.com
September 7, 2016	- Proposals Due from Vendors (2:00 p.m. Central Time)

CLARIFICATION OF SPECIFICATIONS:

All inquiries or questions concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document and submitted in writing by mail, fax or email on or before the stated date on the Calendar of Events in 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.

ADDENDUMS AND/OR REVISIONS:

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

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

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

CONTRACT TERM:

The contract shall be effective on the date indicated on the purchase order or the contract execution date. The contract term will be negotiated with the successful proposer and cannot exceed five years.

SUBMITTAL INSTRUCTIONS

One (1) original and three (3) complete hard copies of your responsive proposal materials and one (1) copy of the proposal on a flash drive must be received by the Dane County Purchasing Division at the address shown on the cover page of this request for proposals by 2:00 p.m. on September 7, 2016.

Follow these instructions for submitting a proposal:

1. Under cover of a **signed** Signature Page in the form shown on page 3, attach the following completed documents under separate tabs.
 - (A) Vendor Data Sheet & Local Purchasing Provisions, in the form shown on page 5.
 - (B) A signed Contract Compliance Program Worksheet, in the form shown on page 6 below.
 - (C) A signed Vendor Registration Certification, in the form shown on page 8.
 - (D) A signed Designation of Confidential & Proprietary Information, in the form shown on page 9.
 - (E) A signed Fair Labor Practices Certification, in the form shown on page 10.
 - (F) A Statement of the Total Amount of Proposal, as described on page 13.
 - (G) A Schedule of Total Annual Charges, as described on page 13.
 - (H) A Schedule of Hourly Rates, as described on page 13.
 - (I) A Statement Identifying Subcontractors, Testing Lab(s), and Testing Methodology, as described on page 13.
 - (J) A Statement of Proposer's Qualifications, as described on page 13.
 - (K) A Statement of Comparable Work, as described on page 13.
 - (L) A Statement of Office Location(s) setting forth the address(es) of proposer's office(s), as described on page 13.
2. On the lower left-hand corner of a sealed envelope containing your proposal response and a copy of the proposal on a flash drive, type or clearly print the following:

Request for Proposal # 116081
Engineering Services related to the Truax Landfill and the Landfill Gas Extraction System
Submittal Deadline: 2:00 p.m., September 7, 2016

3. Mail or deliver the appropriate number of your complete responsive proposal so that it is received at the following address by 2:00 p.m., September 7, 2016:

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

SIGNATURE PAGE



County of Dane
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
Room 425, City-County Building
210 Martin Luther King, Jr. Blvd.
Madison, Wisconsin 53703
(608) 266-4131

COMMODITY/SERVICE: **Engineering Services for Truax Landfill Monitoring**

REQUEST FOR PROPOSAL #: 116081	PROPOSAL DUE DATE: September 7, 2016	BID BOND: N/A	PERFORMANCE BOND: N/A
-----------------------------------	---	------------------	--------------------------

PROPOSAL INVALID WITHOUT SIGNATURE

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS PROPOSAL ON BEHALF OF THE BELOW NAMED PROPOSER AND SAID PROPOSER HEREBY AGREES TO BE BOUND BY ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSALS. THE PROPOSAL SUBMITTED UNDER COVER OF THIS SIGNATURE PAGE SHALL BE BINDING UPON THE PROPOSER FOR A PERIOD OF NINETY DAYS AFTER IT IS SUBMITTED. IN THE EVENT THE CONTRACT THAT IS THE SUBJECT OF THIS PROPOSAL IS AWARDED TO THE PROPOSER, THE PROPOSER COVENANTS AND AGREES THAT IT WILL EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE EXAMPLE PURCHASE OF SERVICES AGREEMENT THAT HAS BEEN PROVIDED AS PART OF THE REQUEST FOR PROPOSALS MATERIALS AND SHALL RENDER THE SERVICES REQUIRED THEREUNDER FOR THE PRICE SET FORTH IN THIS PROPOSAL.

THE UNDERSIGNED CERTIFIES THAT IT HAS NOT 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 SUBMIT A PROPOSAL, AND THAT THIS PROPOSAL HAS NOT BEEN KNOWINGLY DISCLOSED TO ANY OTHER PROPOSER OR COMPETITOR.

SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)	DATE:
SUBMITTED BY: (Type or Print Name)	TELEPHONE: (Include Area Code)
COMPANY NAME:	
ADDRESS: (Street, City, State, Zip Code)	

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

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

☐ **Exhibits** -This company hereby acknowledges Exhibits 1 – 5 have been reviewed and are understood.

VENDOR DATA SHEET & LOCAL PURCHASING PROVISIONS

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

1. Company Name:

ADDRESS:

CITY:

COUNTY:

STATE:

ZIP+4:

TEL:

TOLL FREE TEL:

FAX:

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

NAME

TITLE:

TEL

TOLL FREE TEL

FAX

E-MAIL

3. Local Vendor:

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

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

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

Select one:

We are claiming a preference as a Dane County Business

☐ **Dane County**

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

☐ **Columbia County**

☐ **Dodge County**

☐ **Green County**

☐ **Iowa County**

☐ **Jefferson County**

☐ **Rock County**

☐ **Sauk County**

CONTRACT COMPLIANCE PROGRAM WORKSHEET

Dane County has an established a Contract Compliance Program that encourages the types of targeted enterprises identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement System database to provide data that will be valuable to Dane County's Contract Compliance Program and will be used in establishing computerized bidder lists for future solicitations. All vendors completing the Contract Compliance Program Worksheet will be added to the database whether or not they qualify as targeted enterprises.

Following are the acronyms for the enterprises that are targeted under the Contract Compliance Program. See the following page for Contract Compliance Program definitions applicable to the targeted enterprises.

DBE Disadvantaged Business Enterprise
MBE Minority Business Enterprise
WBE Women Business Enterprise
ESB Emerging Small Business

Please select the category or categories that best describe your business by marking the letter for each column in the box provided at the bottom of the column:

<div style="border: 1px solid black; padding: 2px; display: inline-block;">D</div>	DBE	<div style="border: 1px solid black; padding: 2px; display: inline-block;">B</div>	African American	<div style="border: 1px solid black; padding: 2px; display: inline-block;">L</div>	Male	<div style="border: 1px solid black; padding: 2px; display: inline-block;">E</div>	ESB
<div style="border: 1px solid black; padding: 2px; display: inline-block;">M</div>	MBE	<div style="border: 1px solid black; padding: 2px; display: inline-block;">H</div>	Hispanic American	<div style="border: 1px solid black; padding: 2px; display: inline-block;">F</div>	Female		
<div style="border: 1px solid black; padding: 2px; display: inline-block;">W</div>	WBE	<div style="border: 1px solid black; padding: 2px; display: inline-block;">N</div>	Native American / American Indian				
		<div style="border: 1px solid black; padding: 2px; display: inline-block;">A</div>	Asian Pacific American				
		<div style="border: 1px solid black; padding: 2px; display: inline-block;">I</div>	Asian-Indian American				
↓		↓		↓		↓	
<div style="border: 1px solid black; width: 30px; height: 20px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 30px; height: 20px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 30px; height: 20px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 30px; height: 20px; margin: 0 auto;"></div>	

The undersigned certifies that the above information is true and correct. If no category is marked, the undersigned business does not fall within the definition of any of the targeted enterprises.

Proposer's Name: _____

Signature: _____

Date: _____

Title: _____

CONTRACT COMPLIANCE PROGRAM DEFINITIONS

Disadvantaged Business Enterprise (DBE): A DBE is a small business with at least fifty one (51) percent of the ownership or equity interest in the business held by one or more socially and economically disadvantaged individuals who control the management and daily operation of the business.

Socially and Economically Disadvantaged Individuals: The following persons are considered to be socially and economically disadvantaged:

1. Individuals with a current Section 8(a) certification from the Small Business Administration.
2. Citizens or lawfully permanent residents of the United States who are in any of the following groups:
 - A. Women;
 - B. Black Americans, which includes persons having origins in any of the Black racial groups of Africa;
 - C. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - D. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - E. Asian-Pacific Americans, which includes persons whose origins are Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the Republic of Palua, the Republic of the Marshall Islands, the Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; or
 - F. Asian-Indian Americans, which includes persons whose origins are India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

Minority Business Enterprise (MBE): A MBE is an independent business with at least fifty one (51) percent of the ownership or equity interest in the business held by one or more minority individuals who control the management and daily operation of the business.

Women Owned Enterprise (WBE): A WBE is an independent business with at least fifty-one (51) percent of the ownership or equity interest in the business held by one or more women who control the management and daily operation of the business.

Emerging Small Business (ESB): An ESB must meet each of the following criteria:

1. It must have been operating as an independent business concern for at least one year;
2. It must be located in the State of Wisconsin;
3. It must be comprised of less than 25 employees;
4. It must not have aggregate gross sales over the preceding three years in excess of three million dollars; and
5. It must not have a history of failing to complete projects.

VENDOR REGISTRATION CERTIFICATION

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

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

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

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

CERTIFICATION

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

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

Vendor Number # _____

Paid until _____

Date Signed: _____

Officer or Authorized Agent

Business Name

DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

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

Section	Page Number	Topic

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

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

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

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

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

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

Signature

Title

Name (type or print)

Date

FAIR LABOR PRACTICES CERTIFICATION

Dane County Ordinance 25.11 (28)

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

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

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

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

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

Date Signed: _____

Officer or Authorized Agent

Business Name

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

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

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

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

DANE COUNTY EQUAL BENEFITS REQUIREMENT

By submitting a proposal, the Proposer acknowledges that the contract awarded under Request for Proposal# 116081 will require the contractor to provide equal benefits pursuant to Section 25.016 of the Dane County Code of Ordinances. For more information regarding Dane County's equal benefits requirement see: www.danepurchasing.com/partner_benefit.aspx

Dane County is an Equal Opportunity Employer

PROPOSAL EVALUATION CRITERIA

Proposals submitted in response to RFP# 116081 will be evaluated using the following criteria:

Past Experience With Similar Projects	40%
Project Personnel Qualifications and Experience	30%
Pricing / Cost Proposal	<u>30%</u>
Total	100%

INFORMATION REQUIRED TO BE SUBMITTED WITH PROPOSAL

Each proposal submitted in response to RFP# 116081 shall contain the following information under separate tabs:

- (1) A Statement of the Total Amount of Proposal setting forth the total amount of all costs and expenses the proposer is proposing to charge Dane County for the provision of all of the services described in Schedule A, attached to the Example Purchase of Services Agreement provided with RFP# 116081, for the entire five year term of the proposed Purchase of Services Agreement.
- (2) A Schedule of Total Annual Charges showing the total amount the proposer is proposing to charge Dane County for the provision of the services described in Schedule A during each year of the five year term of the proposed Purchase of Services Agreement. The sum of the proposed annual charges must be equal to the amount designated in the Statement of the Total Amount of Proposal.
- (3) A Schedule of Hourly Rates identifying by position title proposer's employees who would provide the services described in the foregoing Schedule A and the hourly rate charged for such services. Include any changes in the specified hourly rates through the five year term of the proposed Agreement.
- (4) A Statement Identifying Subcontractors, Testing Lab(s), and Testing Methodology listing the name and address of any subcontractors and testing laboratories the proposer intends to use in performing the services described in the foregoing Schedule A and describing the testing methodology the proposer intends to apply.
- (5) A Statement of Proposer's Qualifications describing the proposer's qualifications, experience, business organization and resources. Include resumes of key staff and any consultants who will be providing the services described in this RFP.
- (6) A Statement of Comparable Work listing recent work done by the proposer involving monitoring, testing and maintaining landfill gas collection systems at closed landfills and the performance of tasks similar to those set forth in the above referenced Schedule A, including the date the work was performed, a brief description of the work, and the name, address and telephone number of the client for whom the work was performed.
- (7) A Statement of Office Location(s) setting forth the address(es) of Proposer's office(s).

Dane County retains the right to reject any proposal on grounds that the County at its sole discretion deems material. Dane County reserves the right to negotiate terms of a final agreement after the successful proposer is selected. Selection will be based only on the proposal submitted by each proposer. Therefore, proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) days following the proposal opening.

PURCHASE OF SERVICES AGREEMENT EXAMPLE

THIS AGREEMENT, made and entered into by and between the County of Dane (hereafter, "COUNTY") and _____ (hereafter, "ENGINEER"), shall be effective as of the date it is fully executed on behalf of each party.

W I T N E S S E T H :

WHEREAS COUNTY, whose address is c/o Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, desires to enter an agreement with ENGINEER for the purpose of monitoring and maintaining the Truax Landfill and the landfill gas extraction system located at said landfill; and

WHEREAS ENGINEER, whose address is _____ is able and willing to enter into such an agreement;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party, COUNTY and ENGINEER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of _____, 2016 and shall end as of _____, 2021, unless otherwise agreed to in writing by the parties or as set forth below.
- II. **SERVICES TO BE PROVIDED.**
 - A. During the term of this Agreement ENGINEER shall provide the services described in **Schedule A**, attached hereto. In the event COUNTY requests additional services, such services shall be provided by ENGINEER at the rates set forth in the Schedule of Hourly Rates attached hereto as Schedule B [*Note to proposer: This Schedule B will reflect the Schedule of Hourly Rates provided by proposer under RFP No. 116081*].
 - B. ENGINEER shall secure at ENGINEER's own expense all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY or to have any direct contractual relationship with COUNTY.
- III. **PAYMENTS.** COUNTY shall make payments for ENGINEER'S performance under this Agreement in the amount and manner specified in the attached Schedule C [*Note to proposer: This Schedule C will call for monthly payments of one twelfth of the annual charges set forth in the Schedule of Total Annual Charges provided by proposer under RFP No. 116081*]. Notwithstanding any language to the contrary in this Agreement, including the attachments hereto, COUNTY shall not be required to pay to ENGINEER more than [the total five year amount as proposed] for performance under this Agreement.

- IV. ASSIGNMENT AND TRANSFER: ENGINEER shall not assign or transfer any interest or obligation under this Agreement without the prior written consent of COUNTY unless otherwise provided herein.
- V. TERMINATION.
- A. Failure of ENGINEER to fulfill any of its obligations under this Agreement in a timely manner, or violation by ENGINEER of any of the terms of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving written notice to ENGINEER specifying a date of termination not less than 30 days after the date said notice is delivered to ENGINEER.
- B. The following shall constitute grounds for immediate termination:
1. ENGINEER's violation of or failure to comply with directives of the Airport Director or any federal, state, or local law, regulation, ordinance or rule.
 2. ENGINEER's failure to obtain and maintain licenses or certifications as required by law, regulation, ordinance or rule for the performance of the services called for hereunder.
 3. ENGINEER's inability to perform the work called for herein.
- C. Failure of the Dane County Board of Supervisors or, if applicable, the State or Federal Governments, to appropriate sufficient funds to carry out COUNTY's obligations hereunder shall result in automatic termination of this Agreement as of the date funds are no longer available.
- D. In the event this Agreement is terminated prior to its expiration all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by ENGINEER under this Agreement shall, at the option of COUNTY, become the property of COUNTY, and ENGINEER shall be entitled to receive just and equitable compensation for any satisfactory work completed in the preparation or provision of such documents, services, papers, data, products or the like. Notwithstanding the above, ENGINEER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by ENGINEER, and COUNTY may withhold any payments to ENGINEER for the purpose of set-off.
- VI. DELIVERY OF NOTICES AND OTHER COMMUNICATIONS. Notices, bills, invoices, reports and other communications between the parties hereto shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party of such change in writing within a reasonable time.
- VII. INSURANCE AND INDEMNIFICATION.

- A. General Indemnification. ENGINEER is and shall be deemed to be an independent contractor exclusively responsible for its own acts or omissions. ENGINEER shall indemnify, hold harmless and defend the Airport, COUNTY, COUNTY's agents, representatives, appointees and employees from and against all claims for losses, costs, attorney fees, expenses and damages arising out of, resulting from or relating to any loss of or damage to any property or business or any injury to or death of any person, where such loss, damage, injury, or death actually or allegedly arises, whether directly or indirectly, wholly or in part, from (i) any action or omission of ENGINEER, ENGINEER's employees, agents, contractors, suppliers or invitees while on Airport property, including the Truax Landfill site; or (ii) the exercise of the rights granted herein by ENGINEER, ENGINEER's employees, agents, contractors, suppliers or invitees. ENGINEER's obligation of indemnification, as set forth herein, shall not apply to damages or liability resulting from the acts or omissions of COUNTY. The obligations of ENGINEER under this paragraph shall survive the expiration or termination of this Agreement.
- B. Environmental Protection and Indemnification. ENGINEER, at its own expense, shall ensure that ENGINEER and ENGINEER's employees, agents, contractors, suppliers or invitees comply with all present and hereafter enacted or amended Environmental Laws affecting ENGINEER's activities on the Airport. As used in this Agreement, "Environmental Laws" shall mean all laws, rules, regulations, regulatory agency guidance provisions and policies, ordinances, applicable court decisions, and airport guidance documents, directives, policies (whether enacted by any local, state or federal governmental authority, or reasonably issued by the Airport Director) now in effect or hereafter enacted or issued that deal with the regulation or protection of the environment (including, but not limited to, air, water, soil and subsurface elements), or with the generation, handling, storage, disposal or use of chemicals or substances that could be detrimental to health, public welfare, or the environment. ENGINEER shall indemnify, defend and hold COUNTY harmless from and against any and all liability, loss, damage, expense, penalties and costs (including legal fees and all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work) arising from or related to any proceeding, claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all proceedings, claims or actions brought or asserted by any party or governmental authority of any kind, alleging or arising in connection with (i) contamination of, or adverse effects on the environment (whether known, alleged, potential, or threatened), or (ii) alleged or potential violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are brought as a result of any activity or operation of ENGINEER, ENGINEER's employees, agents, contractors, suppliers or invitees conducted on Airport property, including the Truax Landfill site, or under authority of this Agreement. ENGINEER's obligations and liabilities under this subsection shall continue so long as COUNTY may bear any liability or responsibility under Environmental Laws for any activities conducted by ENGINEER, ENGINEER's employees, agents, contractors, suppliers or invitees on Airport property, including the Truax Landfill site, or under authority of this Agreement. COUNTY's right to indemnification hereunder shall not be in limitation or exclusion of any other rights and remedies provided by law. ENGINEER

shall promptly notify COUNTY of any action or condition that is contrary to any provision of this section.

- C. Insurance Requirements. ENGINEER shall, by the commencement date of this lease, obtain Commercial General Liability Insurance, including automobile, property damage, and environmental impairment (pollution) liability endorsements, with coverage of at least \$1,000,000, combined single limits. Notwithstanding the foregoing, ENGINEER may satisfy the coverage requirements set forth herein through separate policies, each providing coverage of at least \$1,000,000, combined single limits. The insurance required hereunder shall be primary and provide coverage for ENGINEER's obligations of indemnity as set forth in subsections A and B above. All insurers providing the insurance required herein shall be authorized to do business in the State of Wisconsin and approved by COUNTY. All policies shall name COUNTY as an additional insured. ENGINEER shall, prior to commencing activities at the Airport, provide COUNTY with a certificate or certificates of insurance evidencing the insurance coverage required under this Agreement. Each insurance policy obtained hereunder shall contain a provision that ENGINEER's insurer shall send to COUNTY written notice of cancellation or any material change in said policy at least 10 days in advance of the effective date thereof. Further, if insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincide with the commencement date of this agreement and the certificate of insurance provided therefore shall state that coverage is claims-made and indicate the retroactive date. ENGINEER shall maintain all insurance coverage required hereunder for the duration of this Agreement and for one year following the termination or expiration hereof
- D. Subcontractor Insurance. In the event of any subcontract of work under this Agreement, ENGINEER shall furnish evidence that each subcontractor has in force and effect insurance policies providing coverage identical to that required of ENGINEER hereunder.
- E. Waiver of Insurance Requirements. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements contained in this Agreement, such waiver to be in writing only. 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 liability exposure under this Agreement.

VIII. NO WAIVER BY PAYMENT OR ACCEPTANCE. The making of any payment or acceptance of any labor or materials provided under this Agreement shall not constitute or be construed as a waiver by COUNTY of any breach of the terms of this Agreement or a waiver of any default of ENGINEER. The making of any payment or acceptance of any labor or materials by COUNTY while ENGINEER is in default or breach hereunder shall not impair or prejudice the right of COUNTY to recover damages under all remedies available for such default or breach.

IX. NON-DISCRIMINATION. ENGINEER shall not in any manner associated with the employment of personnel or the provision of the services called for under this Agreement discriminate on the basis

of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record, conviction record, political beliefs, or military participation including membership in the national guard or any other reserve component of federal or state military forces. ENGINEER shall comply with all requirements imposed by or pursuant to Title 49 Code of Federal Regulations Part 21 and the Americans with Disabilities Act, as said regulations may be amended. ENGINEER shall post in conspicuous places, available to ENGINEER's employees and applicants for employment, notices setting forth the provisions of this Agreement as it relates to affirmative action and non-discrimination. The exceptions and special cases relating to discrimination enumerated in sections 111.33 through 111.365 of the Wisconsin Statutes shall be applicable to the provisions of this section

X. CIVIL RIGHTS COMPLIANCE.

- A. If ENGINEER has 20 or more employees and is being paid \$20,000 or more per calendar year through contracts with COUNTY, ENGINEER shall submit to COUNTY a current Civil Rights Compliance (CRC) Plan meeting the requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981, and the Americans with Disabilities Act of 1990. ENGINEER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances, and shall provide COUNTY with a copy of its discrimination complaint form. Failure to provide the submittals required under this subsection within ten days of the effective date of this Agreement shall be a material breach and grounds for termination of the Agreement. If a plan required under this subsection has been received and approved by COUNTY during the year prior to the effective date of this Agreement, submission of an update for such plan shall be sufficient hereunder. If ENGINEER has less than 20 employees, but is being paid \$20,000 or more per calendar year through contracts with COUNTY, it may be required by COUNTY to submit a CRC Action Plan to correct any problems discovered as the result of complaint investigation or CRC monitoring. If ENGINEER submits a CRC or AA Plan to the Wisconsin Department of Workforce Development, or a division thereof, or to the Wisconsin Department of Health and Family Services, or a division thereof, that is applicable to the services provided under this Agreement, a verification of acceptance by the State of the plan(s) is sufficient to satisfy the plan submission requirements under this subsection.
- B. ENGINEER shall comply with COUNTY's civil rights policies and procedures, including those applicable to civil rights monitoring and the examination of records and files maintained by ENGINEER that may relate to affirmative action and non-discrimination. ENGINEER shall cooperate with COUNTY in developing, implementing and monitoring corrective action in the event ENGINEER is not in compliance with COUNTY's civil rights policies and procedures. Sections 19.50 through 19.72 of the Dane County Code of Ordinances are incorporated into this Agreement as if fully set forth herein.

- C. ENGINEER shall post its discrimination complaint procedure and the name of its Equal Opportunity Coordinator in conspicuous places available to its employees, recipients of its services, and applicants for employment. The complaint process shall be in compliance with COUNTY's policies and procedures and made available in languages and formats understandable to ENGINEER's clients, customers and employees.
- D. ENGINEER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.

XI. LIVING WAGE.

- A. If this Agreement is a service contract as defined in section 25.015 of the Dane County Code of Ordinances, ENGINEER shall pay all of its employees providing services under this Agreement, whether full-time or part-time, no less than the living wage established pursuant to the Dane County Code of Ordinances. Upon request, ENGINEER shall make available for inspection ENGINEER's payroll records relating to workers providing services under this Agreement.
- B. If ENGINEER'S payroll records contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments, suspend or terminate this Agreement and may suspend ENGINEER from participating in bidding on future COUNTY contracts.
- C. Prior to final payment under this Agreement, ENGINEER shall submit to COUNTY a certification stating that it has complied with the living wage requirements established under section 25.015 of the Dane County Code of Ordinances.
- D. ENGINEER shall display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by ENGINEER.
- E. ENGINEER shall ensure that any subcontractors it may use in performance hereunder comply with the provisions of this section.

- XII. DOMESTIC PARTNER EQUAL BENEFITS. If this Agreement is a service contract within the meaning of section 25.016 (2) of the Dane County code of Ordinances, ENGINEER is subject to the provisions of this section and shall provide the same economic benefits to its employees with domestic partners, as that term is used in the Dane County Code of Ordinances, as it does to employees with spouses, or the cash equivalent if any such benefit cannot reasonably be provided. ENGINEER agrees to make available for COUNTY inspection ENGINEER's payroll records relating to employees providing services under this Agreement. If ENGINEER's payroll records contain any false, misleading or fraudulent information, or if ENGINEER fails to comply with the provisions of section 25.016 of the Dane County Code of Ordinances, COUNTY may withhold payments, terminate, cancel or suspend this Agreement in whole or in part; or deny ENGINEER the right to participate in bidding on future COUNTY

contracts. Final payment under this Agreement shall not be made until ENGINEER certifies to COUNTY, on a form provided by COUNTY, that it has complied with the requirements of section 25.016 of the Dane County Code of Ordinances during the term of the Agreement.

XIII. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement ENGINEER shall report to COUNTY's Contract Compliance Officer any allegations filed with, or findings made by the National Labor Relations Board or Wisconsin Employment Relations Commission asserting or finding that ENGINEER has violated a statute or regulation regarding labor standards or relations. The foregoing report shall be provided COUNTY within 10 days of the filing of the allegations or, if the allegations were not filed during the term of this Agreement, within 10 days of the issuance of the findings regarding the allegations. If, after an investigation of the allegations or a review of the findings, COUNTY's Contract Compliance Officer determines that ENGINEER breached its obligations under this Agreement and recommends termination or suspension of this Agreement, COUNTY may take the recommended action after the determination becomes final under the following appeal procedures.
- B. Appeal Process. ENGINEER may appeal an adverse determination made by COUNTY's Contract Compliance Officer under this section pursuant to the procedures set forth in section 25.015(11)(c) through (e) of the Dane County Code of Ordinances.
- C. Notice Requirement. ENGINEER 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 local laws and regulations addressing retaliation or collective bargaining."

XIV. SUBCONTRACTORS. Services performed under this Agreement may be performed pursuant to subcontract only with COUNTY's the prior written approval. *[If applicable, there will be listed here pre-approved subcontractors as proposed and services being provided by each subcontractor, including lab and testing services]*

XV. FEDERAL LAW PROVISIONS. The provisions in this section are included in this Agreement as prescribed by federal law.

- A. General Civil Rights Provisions. Engineer shall comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision binds Engineer and any subtier contractors from the contract solicitation period through the termination of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

B. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, Engineer, its assignees, and successors in interest (in this section hereinafter collectively referred to as Engineer) agrees as follows:

- (1) Compliance with Regulations: Engineer will comply with the acts and authorities compiled in the Title VI List of Pertinent Nondiscrimination Acts and Authorities, attached hereto as Schedule D and fully incorporated herein, as they may be amended from time to time [*Note to proposer: Schedule D is attached to this Example Purchase of Services Agreement*].
- (2) Non-discrimination: Engineer, with regard to the work performed by it under the terms of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including those involved in the procurement of materials, consulting, and the leasing of equipment. Engineer will not participate directly or indirectly in discrimination prohibited by the Nondiscrimination Acts and Authorities listed in attached Schedule D, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Engineer for work authorized under this Agreement to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Engineer of the obligations of Engineer and its subcontractors under this Agreement and the Nondiscrimination Acts and Authorities listed in Schedule D.
- (4) Information and Reports: Engineer will provide all information and reports required by the Nondiscrimination Acts and Authorities listed in Schedule D, including all regulations, instructions and directives adopted or issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and regulations, instructions and directives adopted or issued pursuant thereto. Where any information required of Engineer is in the exclusive possession of another who fails or refuses to furnish the information, Engineer will so certify to the County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event Engineer fails to comply with the non-discrimination provisions of this Agreement, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Engineer under the Agreement until Engineer complies; and

- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- (6) Incorporation of These Provisions: Engineer will include the provisions of this paragraph and the preceding paragraphs (1) through (5) in every subcontract under this Agreement, including subcontracts for the procurements of materials and leases of equipment, unless exempt under the Nondiscrimination Acts and Authorities listed in Schedule D and the regulations, instructions and directives adopted or issued pursuant thereto. Engineer will take action with respect to any subcontract, lease or procurement as the County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Engineer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Engineer may request the County to enter into any litigation to protect the interests of the County. In addition, Engineer may request the United States to enter into the litigation to protect the interests of the United States.
- C. Provisions of 29 CFR part 201. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if provided in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Engineer has full responsibility to monitor compliance with 29 CFR part 201. Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division
- D. Requirements of 29 CFR Part 1910. This Agreement does, and any contracts and subcontracts entered into under authority of this Agreement shall, incorporate by reference the requirements of 29 CFR Part 1910, the Occupational Safety and Health Act of 1970, with the same force and effect as if given in full text. Engineer and any subcontractors performing work under this Agreement shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to an employee. Engineer shall comply with, and monitor the compliance of its subcontractors with, the Occupational Safety and Health Act of 1970, and shall address any claims or disputes that pertain to such Act directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

XVI. MISCELLANEOUS.

- A. Authority To Do Business and Compliance With Laws. ENGINEER warrants that it has complied with all requirements to do business in the State of Wisconsin and that the person executing this Agreement on its behalf is authorized to do so. Performance hereunder shall be in compliance with directives issued by the Airport Director, and all applicable federal, state, and local laws and regulations.

- B. Controlling Law and Venue. In the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Amendment. This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may be modified or amended only in writing executed by the duly authorized representatives of the parties hereto, such representative on the part of COUNTY being the Director of the Dane County Regional Airport.
- E. Counterparts and Copies. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. A photocopy, facsimile, or electronic copy of this Agreement shall have the same effect for all purposes as an original.

IN WITNESS WHEREOF, COUNTY and ENGINEER, by their respective authorized agents, have executed this Agreement on the dates indicated below.

FOR ENGINEER:

Date Signed: _____

FOR COUNTY:

Date Signed: _____

Date Signed: _____

SCHEDULE A

ENGINEER SERVICES TO BE PROVIDED

Engineer shall provide the following engineering services under Purchases of Services Agreement No. _____:

- (1) Unless otherwise expressly provided in this Schedule A, Engineer shall provide services with respect to operations, maintenance, monitoring, analysis, record keeping and reporting as specified and required of Dane County in the following exhibits attached to this Schedule A:
 - (a) EXHIBIT 1. State of Wisconsin Department of Natural Resources document entitled Plan Modification To Reduce Groundwater And Gas Probe Monitoring Requirements At The Dane County Truax Landfill (#03306) FID 113183620, dated October 15, 2007. **NOTE:** (i) The services described in the foregoing Plan Modification document at Paragraphs 1, 2, and 3 in the section captioned Conditional Plan Approval have been intentionally struck and are not applicable, and (ii) Table 1, also attached to the foregoing Plan Modification document, has been intentionally struck and is not applicable. **NOTE ALSO:** Exhibit 5 below modifies the requirements set forth in Exhibit 1.
 - (b) EXHIBIT 2. Document entitled Appendix E, Landfill Gas Management System Operating Plan, dated February 1999.
 - (c) EXHIBIT 3. Map entitled Landfill Gas Extraction System, dated July 2014, showing system components referenced in other exhibits.
 - (d) EXHIBIT 4. Map entitled Groundwater Monitoring Locations, dated July 2014.
 - (e) EXHIBIT 5. Expedited Plan Modification, Reduction in Data Reporting, Dane County Truax Landfill, WDNR License No. 3306, dated and submitted to WDNR on April 23, 2012. WDNR approval letter for the Expedited Plan Modification Request dated May 31, 2012.
- (2) Notwithstanding any requirement to the contrary contained in the above referenced exhibits, Engineer is not required to monitor or analyze groundwater at the landfill site. Groundwater data will be provided to Engineer by others for inclusion in reports prepared by Engineer as required under the foregoing exhibits.
- (3) Notwithstanding any requirement to the contrary contained in the above referenced exhibits, Engineer is not required to analyze gas for VOC scan.
- (4) Notwithstanding any requirement to the contrary contained in the above referenced exhibits, Engineer is not required to provide gas condensate sampling and analysis. Data derived from gas condensate analysis will be provided to Engineer by others for inclusion in reports prepared by Engineer as required under the foregoing exhibits.

- (5) In addition to the services specified in the attached exhibits, Engineer shall provide the following services:
- (a) Lubricate blower bearings per manufacturer's recommendations.
 - (b) Inspect flare semiannually and clean ultra violet sensor as necessary.
 - (c) Inspect extraction wells, extraction trenches, and valves monthly for evidence of integrity failure.
 - (d) Inspect the condensate lift station and condensate levels monthly.
 - (e) Inspect and clean condensate management system annually.
 - (f) Perform gas extraction valve adjustments as necessary to minimize lateral subsurface gas migration.
 - (g) Troubleshoot, adjust and restart the blower/flare system per the attached exhibits.
 - (h) Monitor and report with respect to gas extraction wells N-4 and N-5 in the same manner that the attached exhibits specify as to gas extraction wells N-1, N-2, and N-3.
 - (i) Record barometric pressure, air temperature, and barometric trend during all monitoring events required hereunder.
 - (j) Report results of inspections and monitoring activities performed under this section (5) to the Dane County Regional Airport.
 - (k) Monitor and report with respect to gas extraction well W-16 (as shown on attached Exhibit 3) in the same manner that that the attached exhibits specify as to gas extraction wells W-1 through W-15.
 - (l) Respond to restart the flare, as specified under the attached exhibits, within twenty four (24) hours of notice of flame failure.
- (6) Engineer shall on an annual basis, by January 1 of each year under the term of the Purchase of Services Agreement, prepare and submit to the Dane County Regional Airport an itemized projected budget estimate for operation, repair and maintenance tasks at the Truax Landfill that need to be performed during next calendar year and are not included within the foregoing scope of services.
- (7) Engineer shall prepare and submit in an appropriate and timely manner all reports, plans, records, and documentation referred to in the above identified Exhibit 1 and Exhibit 2, as such may be modified under the plan modification request and approval attached as Exhibit 5. All submittals required under this Agreement shall be in a format that is acceptable to the recipient agency and shall contain all data and documentation required by said agency(s).
- (8) Engineer shall provide to the Dane County Regional Airport copies of all reports, plans, records, and documentation submitted to any governmental agency on behalf of the Airport or Dane County.

EXHIBIT 1

State of Wisconsin Department of Natural Resources document entitled Plan Modification To Reduce Groundwater And Gas Probe Monitoring Requirements At The Dane County Truax Landfill (#03306) FID 113183620, dated October 15, 2007.

EXHIBIT 2

Document entitled Appendix E, Landfill Gas Management System Operating Plan, dated February 1999.

EXHIBIT 3

Map entitled Landfill Gas Extraction System dated July 2014.

EXHIBIT 4

Map entitled Groundwater Monitoring Location dated July 2014.

EXHIBIT 5

Expedited Plan Modification, Reduction in Data Reporting, Dane County Truax Landfill, WDNR License No. 3306, dated and submitted to WDNR on April 23, 2012. WDNR approval letter for the Expedited Plan Modification Request dated May 31, 2012.

TITLE VI

LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this Agreement, PROVIDER , its assignees, and successors in interest shall comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, reasonable steps must be taken to ensure that LEP persons have meaningful access to covered programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)).

STANDARD TERMS AND CONDITIONS

(Request for Bids/Proposals/Contracts)

Dane County Purchasing Division Rev. 11/13

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.0 INDEMNIFICATION & INSURANCE.

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

officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

22.1 PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., County will not release

such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, County shall be obligated to and will release the records.

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

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

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

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

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

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

26.1 RECORDKEEPING AND RECORD RETENTION-COST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs, vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The County contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the

contract for a period of not less than three (3) years after final payment is made.

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

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

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

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

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

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

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