



Request for Proposals

County of Dane, Wisconsin

Department of Public Works,
Highway & Transportation
Solid Waste Division

RFP #105138

**Hazardous Waste Collection, Transport & Disposal from Dane County
Clean Sweep Facility at 2302 Fish Hatchery Road, Madison, WI**

Proposals must be received
no later than
2:00 p.m., December 28, 2005

SPECIAL INSTRUCTIONS:

1. Place the signed Signature Affidavit as the first page of your proposal.
2. Label the lower left corner of your sealed submittal envelope as follows:
RFP #105138
Clean Sweep
2:00pm, December 28, 2005
3. Mail or Deliver to:
DANE COUNTY PURCHASING DIVISION
ROOM 425 CITY-COUNTY BLDG
210 MARTIN LUTHER KING JR BLVD
MADISON WI 53703-3345

For further information regarding this proposal,
contact Dave Radisewitz at (608) 294-5358.

Issued by
Dane County Purchasing Division
Department of Administration

December 28, 2005

LATE, FAXED, AND/OR UNSIGNED PROPOSALS WILL BE REJECTED

Mandatory Requirement

All vendors shall either be an eligible contractor in accordance with the Wisconsin Department of Agriculture Trade and Consumer Protection ATCP 34 or pay annually the maximum allowable DATCP grant to Dane County each January throughout the contract period. For 2006, the DATCP grant amount is \$37,000.

For 2006, the following contractors are considered eligible under ATCP 34:

- Heritage Environmental Services
- Onyx Environmental Services
- Pollution Control Industries
 - Teris
 - WRR

ATCP 34 can accessed via the internet at

<http://www.legis.state.wi.us/rsb/code/atcp/atcp034.pdf>

Dane County Vendor Registration Program

All bidders wishing to submit a bid/proposal must be a *paid registered vendor* with Dane County. Prior to the bid opening, you can complete a registration form online by visiting our web site at <http://www.co.dane.wi.us/purch/purch.htm>, or you can obtain a Vendor Registration Form by calling 608.266.4131. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

I. GENERAL SPECIFICATIONS

A. Scope of Work:

1. The Dane County Clean Sweep Facility is a collection program for hazardous waste from households in Dane County. The permanent site is located behind the Dane County Highway and Transportation Garage at 2302 Fish Hatchery Road, Madison, Wisconsin. The site is scheduled to be open from 7:30 a.m. through 2:00 p.m. on Tuesday, Wednesday, Friday, and Saturday, from May through October. It will receive an estimated 480,000 pounds of material for packing, transporting and recycling/disposal. An electronic copy of the 2004 Dane County and City of Madison Clean Sweep Program Annual Summary report can be found at <http://www.danecountycleansweep.com/pdf/2004annualreport.pdf>.
2. The Contractor shall provide all containers and other materials, labor, tools, equipment, expertise, insurance, and permits necessary to classify, sort, containerize, inventory, manifest, label and transport drums, cubic yard boxes, and rolloffs of hazardous and non-hazardous waste and to be responsible for final disposition of such waste at approved facilities, consisting of containers of pesticides, flammable liquids, flammable gas, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, PCBs, dioxin forming compounds, latex paint, and other hazardous wastes.

Clean Sweep/Dane County and/or Contractor's personnel will pack wastes in accordance with the Contractor's operating procedures, when allowed by State and Federal regulations.

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

Clean Sweep/Dane County personnel may bulk containers of latex paint, oil-based paint, halogenated solvents, and nonhalogenated solvents. Each waste category will be bulked separately. County personnel will box paints for recycling in cubic yard boxes and latex paint in 25/30/40-cubic yard dumpsters and cubic yard boxes.

B. Permits:

The Contractor shall secure all permits required for the work prior to the commencement of work.

C. Codes:

The Contractor shall comply with all applicable Federal, State, and local codes and regulations.

D. Supervision:

1. The Contractor shall be responsible for the supervision and direction of their workers.
2. The Contractor is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract.

E. Site Layout & Operations:

All contractors shall contact Dave Radisewitz, Hazardous Waste Coordinator (Telephone No. 608 / 294-5358; e-mail: dradisewitz@cityofmadison.com) to discuss site layout and operations prior to submitting a proposal. **A site visit is required prior to submitting a proposal.** If your company has met with Dave Radisewitz and has completed a site visit with him during the last 6 months, the site visit requirement will be considered as having been met.

F. Interpretation of Specifications:

1. Questions concerning the RFP shall be brought to the attention of Dave Radisewitz (Telephone No. 608 / 294-5358 or Email: dradisewitz@cityofmadison.com) by December 19, 2005 at 4:00 p.m.
2. If it should be found necessary, a written addendum shall be posted on the Purchasing Division web site at www.co.dane.wi.us/purch/purch.htm . Dane County shall not be held responsible for oral instructions.

G. Addenda:

All addenda issued by Dane County shall become part of the contract documents. Contractors shall acknowledge receipt of all addenda in their proposal.

H. Change Orders:

Major changes in the work, which are required for the completion of the project but are not included in these Specifications, shall be by written change order with the approval of the Director of Public Works.

I. Damages:

The Contractor shall repair any and all damages to the buildings, grounds, or equipment of Dane County by their operations or personnel at no expense to Dane County.

J. Safety:

The Contractor shall implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.

K. Cleanup:

The Contractor shall maintain clean and orderly conditions at the work site. The Contractor shall clean up any spills caused by or resulting from their packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner. Upon completion of the work, the work site shall be left in a neat and orderly condition.

L. Work Start-up, Continuity, and Completion:

1. The Contractor shall conduct waste pickups every two to four weeks, or within 1 week of notification that fifty-five gallon drums, cubic yard boxes, or a full latex paint rolloff, have accumulated at the site. All waste pickups shall be coordinated with Dave Radisewitz (Telephone No. 608 / 294-5358).
2. The Contractor shall pursue the work regularly and continuously at a reasonable rate.

M. Evaluation of Proposals:

1. The Proposal(s) deemed to be most advantageous to Dane County will be accepted. The contract(s) will be awarded based on the following evaluation criteria:

25% Quality of Service - The Contractor will be evaluated based on their experience, personnel, training, and references.

25% Disposal Sites - The Contractor will be evaluated based on the facility(s) history, audit(s) and how the facility(s) rank in the preferred disposal hierarchy.

30% Costs - The Contractor will be evaluated based on the total cost of their proposal.

20% Overall Responsiveness - The Contractor will be evaluated based on their completeness in responding to the request for proposals and their compliance with (or exceedance of) the requirements in the Specifications.

2. An interview may be required as part of the selection process.
3. A site visit to the Dane County Clean Sweep facility is required as part of prior to submitting a proposal. If your company has met with Dave Radisewitz and has completed a site visit with him during the last 6 months, the site visit requirement will be considered as having been met.
4. Dane County may elect to award multiple contracts, with the selected Contractors each responsible for different waste materials as selected by Dane County.

N. Contract Period:

1. The Contract and Specifications, shall be in effect for the 2006, 2007, and 2008 calendar years.
2. Adjustments for 2007 and 2008 contract prices shall be based on the percentage change in the annual Consumer Price Index for all items for Midwest urban consumers.
3. The contract may be renewed for the 2009 and 2010 calendar years by mutual agreement of contracting parties, with pricing based upon the CPI increase as noted in #2.
4. Dane County reserves the right to terminate the contract upon thirty (30) days notice in writing if, in the opinion of the Dane County Public Works Department, the work performed under the contract is not satisfactory.

O. Estimated Quantities:

1. Estimated quantities are for a one-year period, and are based on previous years collection data.
2. Estimated quantities indicated in the RFP are for planning purposes only and are not guaranteed.

P. Insurance:

1. The Contractor shall procure and maintain during the life of this Contract, the following insurance for the limits stated and shall be primary with Dane County and the City of Madison as an additional insured. The types and limits of insurance carried will be included among the evaluation criteria considered by the evaluation committee in making the Contractor selection.

Category	Minimum Limits
Worker's Compensation & Employer's Liability	\$1,000,000
Commercial General Liability	\$5,000,000 combined single limits per occurrence
Environmental Impairment Liability	\$5,000,000 combined single limits per occurrence or claims made
Commercial Automobile	\$1,000,000 combined single limits per occurrence
Sudden & Accidental PCB Pollution	\$1,000,000 each occurrence, \$5,000,000 aggregate

2. Insurance Certificates must be included as part of the Contractor's proposal packet. Copies of applicable insurance certificates should be enclosed for the TSD facilities listed by the Contractor in Schedule C.
3. The Contractor's insurance policy shall include MCS-90 and CA-9948 endorsements. Copies of these endorsements shall be included as part of the Contractor's proposal packet.
4. Insurance policies shall be endorsed to provide thirty (30) days written notice to Dane County upon cancellation or modification.
5. Upon the request of Dane County, the Contractor shall provide copies of insurance policies in effect during the duration of this contract.

Q. Measurement and Payment:

1. The Contractor shall include in their disposal unit prices the cost for mobilization and demobilization of all labor, tools, and equipment necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials (including any rental, transportation, drop charges, and plastic liners for latex rolloffs and accumulation/transportation trailers left on site) from the Dane County Clean Sweep Facility, at 2302 Fish Hatchery Road, Madison, Wisconsin and possible satellite sites in Dane County.
2. The Contractor shall include in their disposal unit prices the cost for all safety equipment necessary to effect the proper site operations for Contractor personnel, including but not limited to; chemical fire extinguishers, spill containment systems, ground covers, and personal protective equipment for all Contractor personnel.
3. The Contractor shall include in their disposal unit prices the cost for all insurance necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials from the

Dane County Clean Sweep Facility, at 2302 Fish Hatchery Road, Madison, Wisconsin or satellite sites in Dane County.

4. The Contractor shall include in their disposal unit prices the cost for all orientation/training required to instruct Dane County personnel on the Contractor's procedures for waste segregation, packaging, bulking, labeling, and site safety.
5. The contractor shall provide separate unit prices for DOT-approved containers including cubic yards boxes, absorbents and pads, and pallets.
6. Item 1 - Waste Profile, Handling, Transportation and Disposal
 - A. Waste Profile includes all testing, either on-site or laboratory, for any verification of bulked material required by the Contractor.
 - 1) Bulked materials may include latex paints, oil-based paints, halogenated solvents, and nonhalogenated solvents.
 - B. The Contractor shall include in their unit price the cost for all materials, labor, tools, equipment, transportation, and supervision necessary for any waste profile required by the Contractor.
 - C. The Contractor shall include in their unit price the cost for all labor, tools, equipment, transportation, insurance, waste analysis of unknowns, and supervision necessary to effect the proper lab packing, labeling, collection, and transport and disposal of the specified materials from the Dane County Clean Sweep Facility, at 2302 Fish Hatchery Road, Madison, Wisconsin, or satellite sites in Dane County.
 - 1) Waste Analysis includes all testing, either on-site or laboratory, for unknowns required by the Contractor. The Contractor should be capable of performing this analysis on-site.
 - D. All payments shall be based on one of the following unit prices for each waste category listed in the Bid Schedule. 1). Unit price per pound of waste material packed. 2). Unit price per pound of waste material bulked. 3). Unit price per waste container packed. 4). Unit price per roll-off of latex paint.
 - E. The net weight of each waste category (as listed in the Specifications) shall be determined by weighing each packed container including the weight of the container. Each container shall contain only one waste category.

- F. Payment requests each waste category in this item may be submitted upon receipt of completed manifests, for the waste category, by the Hazardous Waste Coordinator (see section G below). 80% of the total bill will be paid upon completion. Payment for the remaining 20% of each waste category in this item may be submitted upon receipt of Certificates of Recycling/Certificates of Disposal packets, for the waste category, to the Hazardous Waste Coordinator (see section H below). Payment will be following approval by the Hazardous Waste Coordinator.
- G. All payment requests shall be submitted by hardcopy invoice. Handwritten invoices will not be accepted. Invoices must be submitted in duplicate and must, at a minimum, include the following: contractor name, unique invoice number, invoice date, shipment pick-up date, WDNR/EPA manifest number, waste description, unit price (in format as submitted in RFP; i.e.: container or pound), unit, number of units billed, number of containers billed (regardless of unit price), price per line item, total price, and actual payment amount due adjusted by 20% COD retainage. Each wastestream picked-up shall be listed as a separate line item. Each pick-up date shall be listed on a separate invoice
- H. COD packets shall contain the actual certificate of disposal/recycling (COD/R) of the waste stream, two copies of the invoice for the wastestream indicating the 20% retainer to be paid, and a copy of the manifest with the waste stream listed. The packet must clearly show that the COD/R is for the wastestream that is listed on the manifest and the invoice. The Hazardous Waste Coordinator must be able to track the waste from pick-up through final destruction/recycling at the endsite, and relate it to the invoice using the COD packet in order to pay the 20% retainage.

7. Item 3 - Disposal

- A. All payments shall be based on one of the following unit prices for each waste category listed in the Bid Schedule. 1). Unit price per pound of waste material packed. 2). Unit price per pound of waste material bulked. 3). Unit price per waste container packed 4). Unit price per roll-off of latex paint.

II. STATEMENT OF QUALIFICATIONS

- A. The Contractor Shall Furnish the Following Information:

1. A description of qualifications, experience, specialized equipment, organization, and resources. Include any experience with programs accepting household hazardous waste, agricultural wastes, very small quantity generator (vsqg) waste, and mobile programs.
2. A list of at least 5 projects which demonstrate the firms competence to perform work similar to that required on this project. Include a table listing the name of the facility, the contact person with telephone number, the date of work, a description of the work involved including waste volumes and number of events/pick-ups, and the fees for your work.
3. Provide the name and description of each facility/sub-contractor to be involved in the transfer, treatment, disposal, or storage of these materials, including an EPA identification number, name of contact person, and telephone number including all sub-contractors. All facilities must be licensed and in compliance with all applicable regulations and are subject to approval by Dane County. List any judgments, claims, arbitration proceedings or suits pending or outstanding against each facility or its officers.
4. A list of staff who will be committed to the project with their professional resumes and societal affiliations. Limit resumes to only those personnel who will have major project involvement. Changes in personnel listed here and assigned to the project will not be allowed without permission from Dane County.
5. Describe the techniques to be used in approaching the project. Describe special response procedures for spill situations and the receipt of any especially dangerous material (such as picric acid, ether, or permanganates).
6. Describe any techniques to be used for disposal of non-hazardous waste streams such as pourables or latex paint.
7. Evidence of financial stability. Provide the last three audited fiscal statements for your company.
8. State clearly any limitations you wish to include in the contract and advise of any conditions that you may have. A copy of the contract boiler plate is included in Appendix A.
9. Company Profile:
 - a. Where is your organization's home office located? What is the location of the office that will be servicing this contract?
 - b. Where are your organizations transportation services located?
 - c. How many years has your organization been in business as a Contractor?

- d. How many years has your organization been in business under its present name?
- e. Has your organization ever failed to complete any work awarded to it? (if yes please attach details)
- f. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)
- g. Has your organization ever been in business under another name? If yes, please answer the following:
 - 1) How many years was your organization in business under its previous name?
 - 2) Did your previous organization ever fail to complete any work awarded to it? (if yes please attach details)
 - 3) Were there any judgments, claims, arbitration proceedings or suits pending or outstanding against your previous organization or its officers? (if yes please attach details, such as what the claim or judgment was for and how much was actually paid)

10. Waste materials to be packed will consist of at least the following categories: pesticides, flammable liquids, flammable gas, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, reactives, PCB wastes, dangerous-when-wet lab packs, spontaneously combustible lab packs, non-rechargeable lithium batteries, dioxin forming wastes (2-4-5-T and pentachlorophenol), latex paint, oil based paint, and pourables. Indicate if any of these waste types cannot be handled by your organization.

11. Describe your organization's experience conducting one-day satellite HHW collection events.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION SPECIFICATIONS

A. Waste Disposal:

1. Dane County's waste shall not be mixed with the waste from any other facility at any time during the transporting or disposal process.
2. Preference shall be given to the following waste disposal hierarchy:
 - Reuse
 - Reprocessing
 - Fuel Blending
 - Incineration (RCRA B with ash disposal in a Subtitle C landfill only).
3. All facilities must be licensed and in compliance with all applicable regulations. Their use is subject to prior approval by the Hazardous Waste Coordinator. Any facility not on the approved list must obtain written

approval by the Hazardous Waste Coordinator. Any costs associated with the approval process, such as site audits and visits (for 2 persons), shall be at the expense of the Contractor. No changes from the specified facilities will be allowed without prior written approval by the Hazardous Waste Coordinator. Facilities used under the contract will be subject site audits at the contractor's expense during the contract period. Each facility used under this contract may be audited up one time annually.

B. Waste Characterization:

1. Hazardous waste materials to be packed may include the following categories: pesticides, flammable liquids, flammable gas, gas cylinders acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, mercury amalgam, reactives, dangerous-when-wet lab packs, spontaneously combustible lab packs, and dioxin forming wastes (2-4-5-T, & pentachlorophenol).
2. The category of PCB Wastes consists of any hazardous waste contaminated with PCB's, including any ballasts containing PCB's. Waste containing less than 50 ppm of PCB's shall be disposed of at a RCRA facility. Waste containing greater than or equal to 50 ppm of PCB's shall be disposed of at a TSCA facility.
3. Non-hazardous and/or universal waste materials to be packed may include the following: latex paint, pourables, antifreeze, and non rechargeable lithium batteries.

C. The Contractor Will Be Required to:

1. Accept bulked drums containing either oil-based paint, latex paint, nonhalogenated solvents, or halogenated solvents. Accept loose packed cubic yard boxes of oil based and latex paint, flammable liquids, flammable gasses, solid pesticides/toxics, liquid pesticides/toxics. Accept loose packed drums of flammable liquids, flammable gasses, flammable solids, solid pesticides/toxics, liquid pesticides/toxics, mercury containing devices, PCB containing ballasts, oxidizers, and mercury amalgam. Accept lab packs of specified materials as generated. Accept rollofs of stacked latex paint cans for recycling and/or fuel blending.
2. Accept any other appropriate containers of hazardous waste comprised of the materials specified.
3. Containerize materials, which are not packed by Clean Sweep/Dane County personnel, for transport in accordance with all applicable statutes and regulations. Records must be kept to document the number of

containers, type of waste material and approximate volume of each container packed into each container.

4. Inventory, manifest, label and transport these materials off-site and be responsible for their final disposition (reuse, reprocessing, fuel blending, treatment, disposal, etc.) in accordance with all applicable statutes and regulations.
5. Provide all safety equipment necessary to effect the proper site operations, including but not limited to; chemical fire extinguishers, spill containment systems, absorbent materials, ground covers, and personal protective equipment for both County personnel and Contractor personnel.
6. Be able to make pickups every two to four weeks or when notified that containers have accumulated at the Dane County Clean Sweep Facility at 2302 Fish Hatchery Road, Madison, Wisconsin.
7. Be able to provide a shipping trailer (minimum 48 foot) to be left at the Dane County Clean Sweep Facility for accumulation of waste between shipments. This trailer will be picked up by the contractor on the day of shipment and an empty trailer left to accumulate waste for the next shipment (ie. "drop and hook"). No trailer will need to be left for the off-season after the final shipment at the end of the program season.
8. Be able to provide a minimum 25-cubic yard rolloff with a side-hinged back door to allow for stacking of one-gallon and five-gallon latex paint containers between shipments. This rolloff will be picked up by the contractor on the day of shipment and an empty rolloff left to accumulate latex paint for the next shipment. No rolloff will need to be left for the off-season after the final shipment at the end of the program season.
9. Be able to make occasional pick-ups at off-site locations throughout Dane County when notified. These pick-ups include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
10. Be able to conduct a minimum of two annual satellite collection events at off-site locations throughout Dane County. The Contractor must provide trained and experienced personnel to collect and pack materials. These collection events include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
11. Be licensed to haul and process hazardous waste and be able to perform all of the above hazardous waste activities in compliance with applicable U.S. Environmental Protection Agency, Department Of Transportation, and Wisconsin Department of Natural Resources (WDNR) regulations, and all

other applicable regulatory agencies. All facilities involved in the transfer, treatment, disposal, and storage must also be licensed and in compliance.

12. Provide yearly reports tabulating the disposition of all materials accepted as appropriate for WDNR . Reports shall at a minimum include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists. An additional on-line information system that can be accessed via the world wide web is preferred.
13. Provide copies of all manifests and all other documents to the Hazardous Waste Coordinator within 5 days of the date of waste shipment from the site. Submit a final report within 6 weeks of the date of final waste shipment for the year. Extensions may be granted only with the prior approval of the Hazardous Waste Coordinator.

PRICE QUOTATION

PROPOSAL NO. 105138

We (I) propose to pack (as required) and transport from the Dane County Clean Sweep Facility at 2302 Fish Hatchery Road, in Madison, Wisconsin, or satellite collection sites, containers of hazardous wastes listed in this RFP proposal; to see that such materials are used, recycled, or disposed of in accordance with WDNR and EPA regulations; and to furnish the labor, equipment, tools, expertise, insurance, and permits required to complete the work.

All work shall be completed for the unit prices stated in Schedule A with materials processed at the sites designated in Schedule B, included in this proposal. Schedule A shall apply where the entire scope of work is awarded in a single contract and shall also apply where the scope of work is split into multiple contracts. All primary disposal facilities shall be stated in Schedule B of this proposal.

AWARD OF RFP TO BE BASED ON THE PROPOSED COST, WITH CONSIDERATION GIVEN TO DISPOSAL SITES, QUALITY OF SERVICE, AND OVERALL RESPONSIVENESS.

Vendor's Name and Address: _____

Telephone No. _____

Fax No.: _____

E-mail Address: _____

Signature: _____

(RFP Invalid Without Signature)

Printed Name: _____

Date: _____

Option 1:
Total Price for Schedule A: _____
w/ latex rolloff recycling

Option 2:
Total Price for Schedule A: _____
w/ latex rolloff fuel blending

(Enter N.A. if the Contractor cannot handle all of the materials identified in the Schedule)

SCHEDULE A Combined Bid (All Waste Materials) Unit Prices

ITEM NUMBER	UNIT PRICE	ESTIMATED ANNUAL QUANTITIES	TOTAL COST	PROPOSED PACKAGING
1. Laboratory Analyses and Testing				
TCLP without pesticides and herbicides	\$ /test	4 tests	\$	N/A
RCRA metals	\$ /test	4 tests	\$	N/A
Full waste characterization	\$ /test	4 tests	\$	N/A
PCB screen	\$ /test	4 tests	\$	N/A
2. Handling, Transport and Disposal				
Latex Paint (bulked)	\$ /drum	5 55-gal. drums	\$	
Latex Paint (c.y. box)	\$ /box	60 boxes	\$	
*Latex Paint (rolloff for recycling)	\$ /rolloff	9 25-CY rollofs	\$	
*Latex Paint (rolloff for fuel blending)	\$ /rolloff	9 25-CY rollofs	\$	
Oil-Based Paint (bulked)	\$ /drum	5 55-gal. drums	\$	
Oil-Based Paint (c.y. box)	\$ /box	120 boxes	\$	
Nonhalogenated Solvent	\$ /drum	60 55-gal.drums	\$	
Halogenated Solvents	\$ /drum	5 55-gal. drums	\$	
Flammable Liquids loose pack (not bulked)	\$ /lb.	21,000 lbs.	\$	
Flammable Gas loose pack	\$ /lb.	13,000 lbs.	\$	
Acids loose/labpacks	\$ /drum	2 55-gal. drums	\$	
Alkalines loose/labpack	\$ /drum	2 55-gal. drums	\$	
Toxics liquids loose/labpack	\$ /lb.	11,000 lbs.	\$	
Toxic solids loose/labpack	\$ /lb.	11,000 lbs.	\$	
Oxidizers loose/labpack	\$ /lb.	3 drums.	\$	
Flammable Solids labpack	\$ /drum	2 15-gal. drum	\$	
Spontaneously Combustible labpack	\$ /drum	1 5-gal. drum	\$	
Dangerous When Wet labpack	\$ /drum	1 5-gal. drum	\$	
Organic Peroxides labpack	\$ /drum	1 5-gal. drum	\$	
Metallic Mercury labpack	\$ /drum	2 5-gal. drum.	\$	

Mercury Devices/Debris loosepack	\$ /lb.	700 lbs.	\$	
Mercury Amalgam loosepack	\$ /lb.	100 lbs.	\$	
Mercury Compounds labpack	\$ /drum	1 5-gal. drum	\$	
PCB Contaminated Liquid	\$ /lb.	5 drums	\$	
PCB Containing Devices	\$ /lb.	3,200 lbs.	\$	
Antifreeze	\$ /lb.	1 55 gal. drum	\$	
Lithium Batteries	\$ /lb.	150 lbs.	\$	
Diesel Debris	\$ /lb.	1,500 lbs.	\$	
Pesticide/Herbicide contaminated Sludge/Soil	\$ /lb.	2,500 lbs.	\$	
Empty Steel Drums	\$ /drum	5 55-gal. drums	\$	
Dioxin Wastes	\$ /lb.	1,000 lbs.	\$	
Waste Not Otherwise Specified (incineration)	\$ /lb.	1,000 lbs.		
Waste Not Otherwise Specified (pumpable for fuel blending)	\$ /drum	10 55-gal. drums	\$	
2. Satellite Event Mobilization, Staffing, Waste Packing, and Transport				
Provide 4 base staff and conduct a satellite collection event within Dane County	\$ ea.	2 per year (Assume 200 customers per 4 hr event)	\$	N/A
Provide the costs to add (or subtract) a staff person for the event	\$ ea.	2 per year (Assume 200 customers per 4 hr event)	\$	N/A
3. Supplies and DOT-approved Containers				
5-gallon plastic container	\$ ea.	10 ea.	\$	N/A
15-gallon plastic container	\$ ea.	10 ea.	\$	N/A
30-gallon plastic container	\$ ea.	5 ea.	\$	N/A
55-gallon plastic container	\$ ea.	10 ea.	\$	N/A
**55-gallon steel container	\$ ea.	5 ea.	\$	N/A
85-gallon steel overpack	\$ ea.	1 ea.	\$	N/A

container				
Cubic yard cardboard box with plastic liner	\$ ea.	300 ea.	\$	N/A
Absorbents, pads, packing material	\$ /pk. or bag	75 total	\$	N/A
***Pallets	\$ /ea.	10 ea.	\$	N/A
Total w/ latex rolloff recycling option – Option 1			\$	
Total w/ latex rolloff fuel blending option – Option 2			\$	

- * Unit prices must be given for disposal of latex paint rolloffs with a recycling option (Option 1), and for latex paint rolloffs with a fuel blending option (Option 2).
- ** Currently, Dane County uses empty 55-gal. open-top, bungless steel drums generated by the Dane County Highway Garage for bulking solvents and paint. These drums formerly contained latex marking paint and were pumped empty.
- *** Currently, Dane County uses pallets generated by the Dane County Highway Garage.

All drum prices provided shall be based on the following scale:

- 1-5 gallon container at 25%
- 6-20 gallon container at 40%
- 21-30 gallon container at 75%
- 31-55 gallon container at 100%
- 56-85 gallon container at 150%
- 86-100 gallon container at 200%

SCHEDULE B

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

Waste Category	Recycling / Disposal Method	Primary Facility Name	Secondary Facility Name
Latex Paint (bulked)			
Latex Paint (c.y.box)			
Latex Paint (rolloff-recycling)			
Latex Paint (rolloff –fuel blending)			
Oil-Based Paint (bulked)			
Oil-Based Paint (c.y.box)			
Nonhalogenated Solvent			
Halogenated Solvent			
Flammable Liquids			
Flammable Gas			
Acids			
Alkalines			
Toxic Liquid			
Toxic Solids			
Oxidizers			
Flammable Solids			
Spontaneously Combustible			
Dangerous When Wet			
Organic Peroxides			
Metallic Mercury			
Mercury Devices/Debris			
Mercury Amalgam			
Mercury Compounds			
PCB Contaminated Liquid			

PCB Containing Devices			
Compressed Gas Cylinders			
Antifreeze			
Lithium Batteries			
Diesel Debris			
Pesticide/Herbicide contaminated Sludge/Soil			
Empty Steel Drums			
Dioxin Waste			

STANDARD TERMS AND CONDITIONS (Request For Bids/Proposals/Contracts)

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.

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 in this request 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 which 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 on this request 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, e.g., gal., cs., doz., ea., etc., 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. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

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 or services, or combination of both. 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 **INSURANCE RESPONSIBILITY:** The successful vendor shall:

20.1 Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

20.2 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 the successful vendor furnishing the services or goods required to be provided under the contract with the County, 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 the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

20.3 At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary. County shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish County with a certificate of insurance listing County as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. The successful vendor shall furnish County, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either the successful 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 the successful 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 the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

20.4 The County reserves the right to require higher or lower insurance limits where County deems necessary.

20.5 In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and

every subvendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

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 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.

22.3 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. In any event, bid prices will not be held confidential after award of contract.

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 County of Dane (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 YEAR 2000 COMPLIANT: Vendor warrants that: a) all goods, services and licenses sold otherwise provided pursuant to this procurement have been tested for and are fully year 2000 compliant, which means they are capable of correctly and consistently handling all date-based functions before, during and after the year 2000; b) the date change from 1999 to 2000, or any other date changes, will not prevent such goods, services or licenses from operating in a merchantable manner, for the purposes intended and in accordance with all applicable plans and specifications and without interruption

before, during and after the year 2000; and c) vendor's internal systems, and those of vendor's vendors, are year 2000 compliant, such that vendor will be able to deliver such goods, services and licenses as required by this procurement.

28.0 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.

28.01 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.

28.02 Bidders are exempt from the above requirements 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.

**APPENDIX A
PREAPPROVED DISPOSAL FACILITIES**

FACILITY NAME AND LOCATION	TYPES OF TREATMENT AND/OR DISPOSAL RENDERED
Heritage Transportation 7901 West Morris Street Indianapolis, IN 46231 (317) 243-0811 IND 058484114	Transportation
Heritage Environmental Services, Inc. 15330 Canal Bank Road Lemont, Illinois 60439 (630) 739-1151 ILD 085349264	10-day transfer
Heritage Environmental Services, Inc. 7901 West Morris Street Indianapolis, IN 46231 (317) 243-0811 IND 093219012	Corrosives, solvents, paints, poisons, cyanide, waste oil, metal salts, liquids and solids - treatment and recycling, mercury retort
INMETCO Rt. 488 Ellwood City, PA 16117 (412) 758-5515 PAD 087561015	Rechargeable batteries reclamation and disposal
Von Roll / WTI 1250 St. George Street East Liverpool, OH 43920 (216) 385-7336 OHD 980613541	Incineration
Bethlehem Apparatus 890 Front Street Hellertown, Pennsylvania 18055 (610) 838-7034 PAD 002390961	Mercury retorting
Amazon Environmental, Inc. Recycling Facility 1732 Terrance Drive Roseville, MN 55113	Latex paint recycling
Trade Waste Incineration Sauget, IL EPA ID#: ILD098642424	RCRA incineration
Onyx Environmental Services Menomonie Falls, WI	Corrosives, solvents, paints, poisons, cyanide, waste oil, liquids and solids - treatment and recycling

APPENDIX A

FACILITY NAME AND LOCATION	TYPES OF TREATMENT AND/OR DISPOSAL RENDERED
Giant Resource Recovery Arvonnia, VA	Fuel blending, aerosols
Onyx Environmental Services Port Arthur, TX	TSCA incineration
Onyx Environmental Services Phoenix, AZ	PCB ballasts
Onyx –Trade Waste Incineration Sauget, IL	RCRA incineration
Missouri Fuel Recycling (MFR) Hannibal, MO	Fuel blending
ESSROC Logansport, IN	Fuel blending
Lonestar Alternative Fuels Greencastle, IN	Fuel blending

Sites not on this list may be proposed for this contract. Audit information and possible site visits will be required (as requested by Dane County on a case by case basis) for sites not on the approved site list, and will be subject to approval by Dane County.

**APPENDIX B
CONTRACT BOILER PLATE**

**COUNTY OF DANE
Purchase of Services Agreement**

Number of Pages, including schedules: _____
Agreement No. _____
Expiration Date: _____
Authority: Res. _____, 2004-2005
Department: _____
Maximum Cost: _____
Registered Agent: _____
Address: _____

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter

referred to as "COUNTY") and _____(hereafter, "PROVIDER"),

W I T N E S S E T H :

WHEREAS COUNTY, whose address is _____,
desires to purchase services from PROVIDER for the purpose of _____; and

WHEREAS PROVIDER, whose address is _____,
is able and willing to provide such services;

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 for itself, COUNTY and PROVIDER do agree as follows:

- I. **TERM.** The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of

**APPENDIX B
CONTRACT BOILER PLATE**

PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES.

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute

APPENDIX B
CONTRACT BOILER PLATE

grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 3. failure of PROVIDER to comply with reporting requirements contained herein.
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or 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, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.
- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

APPENDIX B
CONTRACT BOILER PLATE

- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement 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 in writing within a reasonable time.
- VIII. INSURANCE.
- A. 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.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services*) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance

**APPENDIX B
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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 coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two 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.

- C. 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.
 - D. 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.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. 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 this Agreement or a waiver of any default of PROVIDER 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.

**APPENDIX B
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- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to 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 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 against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI 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 Americans with Disabilities Act (ADA) of 1990. PROVIDER 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. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and

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Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.

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- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider 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;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
 - 8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

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XIII. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that 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. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

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IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____

Date Signed: _____

* * *

FOR COUNTY:

Date Signed: _____
KATHLEEN M. FALK, County Executive

Date Signed: _____
ROBERT OHLSEN, County Clerk

* [print name and title, below signature line of any person signing this document]