



## REQUEST FOR PROPOSALS (RFP)

Department of Administration  
County of Dane, Wisconsin

**COUNTY AGENCY**

Department of Highway, Transportation and Public Works

**RFP NUMBER**

**#110046**

**RFP TITLE**

**Bridge Inspection and Re-Inspection**

**PURPOSE**

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for [bridge inspection and re-inspection services](#).

**DEADLINE FOR  
RFP SUBMISSIONS**

2:00 P.M. Central Time

**April 27, 2010**

**LATE, FAXED OR UNSIGNED PROPOSAL WILL BE REJECTED**

**SUBMIT RFP TO  
THIS ADDRESS**

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

**SPECIAL  
INSTRUCTIONS**

- Label the lower left corner of your sealed submittal package with the RFP number**
- Place the Signature Affidavit as the first page of your proposal**
- Submit one original and ( 2 ) copies of your technical proposal**
- Submit one original and ( 1 ) copy of your cost proposal**
- Submit one electronic copy in Microsoft Word or PDF format burned to a CD or DVD**

**DIRECT ALL  
INQUIRES TO**

<b>NAME</b>	Carolyn Clow
<b>TITLE</b>	Purchasing Agent
<b>PHONE #</b>	608/266-4966
<b>FAX #</b>	608/266-4425
<b>EMAIL</b>	<a href="mailto:clow@co.dane.wi.us">clow@co.dane.wi.us</a>
<b>WEB SITE</b>	<a href="http://www.danepurchasing.com">www.danepurchasing.com</a>

## 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 608.266.4966. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction and Background

The Dane County Department of Public Works, Highway and Transportation is interested in obtaining the services of an engineering consulting firm to complete municipal structure inspection. Work under this project will be completed in the 2010 and 2011 calendar years.

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for bridge inspections

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

The contract resulting from this RFP will be administered by Dane County, Department of Public Works Highway and Transportation

The contract administrator will be Greggar Petersen.

This Request for Proposal (RFP is issued on behalf of Dane County by the Purchasing Division, which is the sole point of contact for the County during the procurement process.

### 1.2 Scope of the Project

#### 1.2.1 Project Description

The work under this agreement with a Wisconsin Department of Transportation (hereinafter referred to as "WisDOT") approved professional engineering firm, (hereinafter referred to as "Provider"), and Dane County Department of Public Works, Highway and Transportation, (hereinafter referred to as "County"), shall consist of the inspection and re-inspection of bridges in various municipalities within Dane County.

Bridges with undetermined scour in HSIS will require a scour action plan.

These inspections must conform to and be in accordance with Wisconsin Statutes 84.17 and TRANS 212, Standards for the Inspection of the Bridges in the State of Wisconsin. The inspections shall be in conformance with the procedures set out in the Wisconsin Department of Transportation, State of Wisconsin Structure Inspection Manual, Part 1 & 2.

#### 1.2.2 Reports

Individual bridge inspection and re-inspection reports of the 2010 & 2011 inspections shall be entered into the HSIS database by November 30,

2010 and 2011 respectively. Additional update information that cannot be directly entered into the database shall be submitted directly to the WisDOT bridge section.

Two copies of the bridge inspection reports, along with one copy of the location data, one copy of update information and a brief summary report stating the overall findings of the bridge inspections shall be submitted to the County no later than November 30, 2010 and 2011 respectively.

The cost of bridge reports, update information, bridge location data and summary reports shall be incidental to the costs of the individual bridge inspections and shall constitute no additional compensation.

Failure to have all reports submitted to the County by the dates specified above will result in a \$100 per day penalty being assessed against the Provider until all required reports are received.

In addition to the reports listed above for those bridge that are listed as undetermined scour in HSIS, a scour action plan will need to be prepared and submitted to WisDOT, Dane County and the Local Municipality. These reports shall be paid as per the amount shown on the cost summary sheet.

The COUNTY reserves the right to disapprove any inspection reports, provided that such disapproval is given to the Provider within thirty (30) days of date of delivery of the bridge inspection reports. Disapproval is deemed delivered as of the date of mailing, postage prepaid, addressed to the Provider at the address set forth in this document.

All reports and documents prepared under the Agreement become the property of the County and shall not be disclosed to any third party except by written order of the County. The County reserves the right to cancel this Agreement at any time upon ten (10) days notice, deemed delivered as of the date of mailing, postage prepaid, to the Provider at the address set forth in this document.

### 1.2.3 Information Provided

- 1) The County will provide a detailed list (Schedule "A") of the bridges that are to be inspected and those requiring a re-inspection.
- 2) The County will designate which bridges require a fracture critical inspection on the bridge list.
- 3) The County will monitor the field work of the Provider and review the inspection, inventory and rating reports for their completeness and correctness.

### 1.3 Definitions

The following definitions are used throughout the RFP.

**County** means Dane County, Department of Highway & Transportation  
**Proposer/vendor** means a firm submitting a proposal in response to this RFP.  
**Contractor** means proposer awarded the contract.  
**WisDOT** means Wisconsin Department of Transportation

1.4 Clarification and/or revisions to the specifications and requirements

All inquiries concerning this RFP must be directed to the **person indicated on the cover page** of the RFP Document. (electronic mail is the preferred method)

Any questions concerning this RFP must be submitted in writing by mail, fax or e-mail on or before the stated date on the **Calendar of Events** (see Section 1.6)

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFP document at this point in the RFP process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFP document.

**Mailing Address:**

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

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

1.5 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be posted on the Purchasing Division web site at [www.danepurchasing.com](http://www.danepurchasing.com)

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

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

## 1.6 Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by the County. In the event that the County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing a supplement to this RFP and posting such supplement on the Dane County web site at [www.danepurchasing.com](http://www.danepurchasing.com) . There may or may not be a formal notification issued for changes in the estimated dates and times.

<b>DATE</b>	<b>EVENT</b>
April 1, 2010	Date of issue of the RFP
April 21, 2010, 4:00 p.m.	Last day for submitting written inquiries
April 21, 2010	Supplements or revisions to the RFP posted on the Purchasing Division web site at <a href="http://www.co.dane.wi.us/purch/purch.htm">www.co.dane.wi.us/purch/purch.htm</a>
April 27, 2010, 2:00 p.m.	Proposals due from vendors
May 11, 2010	Notification of intent to award sent to vendors
May 18, 2010	Contract start date

## 1.7 Contract Term and Funding

The contract shall be effective on the date indicated on the purchase order or the contract execution date and shall run through November 30, 2011.

## 1.8 Reasonable Accommodations

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

## 2.0 PREPARING AND SUBMITTING A PROPOSAL

### 2.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

### 2.2 Proprietary Information

All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

### 2.3 Incurring Costs

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

### 2.4 Vendor Registration

All proposers wishing to submit a proposal must be a **paid registered vendor** with Dane County. Prior to the rfp opening, you can complete a registration form online by visiting our web site at [www.danepurchasing.com](http://www.danepurchasing.com), or you can obtain a Vendor Registration Form by calling 608.266.4966. Your completed Vendor Registration Form and Registration Fee must be received for your bid to be considered for an award.

### 2.5 Submittal Instructions

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

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

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

### 2.6 Required Copies

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

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

## 2.7 Proposal Organization and Format

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

- Introduction (See Section 4 of this RFP)
- Response to general requirements (See Section 4 of this RFP)
  - Organizational qualifications
  - Staff qualifications and Facilities
  - References
- Response to technical requirements (See Section 5 of this RFP)
- Cost proposal (See Section 6 of this RFP)
- Required forms (See Section 8 of this RFP)
  - Attachment A      Signature Affidavit
  - Attachment B      Vendor Data Sheet
  - Attachment C      Reference Data Sheet
  - Attachment D      Designation of Confidential and Proprietary Information
  - Attachment E      Fair Labor Practices Certification
  - Attachment F      Cost Summary Page
  - Attachment G      Questionnaire
- Appendices (Additional Information the proposer submits)

## 2.8 Multiple Proposals

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

## 3.0 PROPOSAL SELECTION AND AWARD PROCESS

### 3.1 Preliminary Evaluation

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

### 3.2 Proposal Scoring

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

### 3.3 Right to Reject Proposals and Negotiate Contract Terms

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

The proposals will first be reviewed to determine if requirements in Section 2.0 are met, and if additional mandatory requirements are met. (see Section 4.4). Failure to meet mandatory requirements will result in the proposal being rejected. In the event that all vendors do not meet one or more of the mandatory requirements, the County reserves the right to continue the evaluation of the proposals and to select the proposal which most closely meets the requirements specified in this RFP.

### 3.4 Evaluation Criteria

The proposals will be scored using the following criteria:

<u>Description</u>	<u>Percent</u>
1. Firm Qualifications & Proposal	40
a. Firm Experience & References	10
b. Consultant Present Committed Work	10
b. Proposal Scope & Time	20
2. Staff Qualifications	50
a. Registered WisDOT Inspector (Req'd)	10
b. # of Bridges Inspected	30
c. Structure Load Ratings	10
3. Cost	<u>10</u>
Total	100

### 3.5 Award and Final Offers

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

### 3.6 Notification of Intent to Award

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

## 4.0 GENERAL PROPOSAL REQUIREMENTS

### 4.1 Organization Capabilities

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

### 4.2 Staff Qualifications

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

### 4.3 Proposer References

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

### 4.4 Mandatory Requirements

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

- 4.4.1 The successful applicant must have staff assigned to the project who meet the requirements of the WisDOT Bridge Inspection program as outlined in the State of Wisconsin Structure Inspection Manual. In addition, inspection team leaders must appear on the WisDOT list of qualified inspectors prior to award of contract.

## 5.0 TECHNICAL REQUIREMENTS

- 5.1 The Provider shall review the “Annual Bridge Inspection Reports” prepared for previous bridge inspections. These reports are available on the WisDOT HSIS system.
- 5.2 The provider shall download these reports and insure that all inspections are complete and entered into the HSIS system prior to the compliancy date. Hard copies of the completed inspections shall not be due to the County until all inspections are completed for each inspection year.
- 5.3 The Provider may review plans and drawings in lieu of field measurements. The Provider is solely responsible for obtaining these resources.
- 5.4 The Provider shall conduct a routine inspection, or fracture critical inspection if required, of each bridge. The provider shall itemize all structure elements, assign condition states, and include any comments about the bridge inspection procedure, problems encountered, etc. on the Bridge Element Data Collection Form.
- 5.5 The provider shall take GPS latitude and longitude readings at each bridge that does not already have a GPS reading in the HSIS system. The reading should be degrees-minutes-seconds to the 1/100 second. The location should be on the approach side of the bridge, at the right edgeline and facing the cardinal direction of the highway (south looking north or west looking east). The inspector should enter these readings into an excel spreadsheet that WisDOT central office will put into the bridge database. (see example below)

Specify B or P	County	Last digits of B-number	Latitude Information			Longitudinal Information		
			Degrees	Minutes	Seconds	Degrees	Minutes	Seconds
B	13	264	43	2	4.69	89	26	36.66
P	13	107	43	4	4.44	89	24	33.33

- 5.6 The Provider shall complete the four NBI ratings located below the bridge element portion of the form.
- 5.7 A completed Bridge Inspection Report and Re-inspection Report (as necessary), for each structure shall be provided together with any other significant structural information.
- 5.8 All updated Bridge Inspection Reports and Re-inspection Reports shall be submitted in duplicate to the County with a brief report summarizing the overall findings of the field inspections. The Bridge Inspection Reports and all supplemental reports shall be electronically entered into the WisDOT HSIS software program by the Provider.

- 5.9 If the condition of an element has changed significantly, the Provider shall take field measurements and/or photographs to document the change. If the condition is critical or near critical, the Provider shall so advise the County and the municipality as soon as possible so that necessary action can be promptly initiated.
- 5.10 No new capacity rating calculations are anticipated. However, if a bridge has experienced a substantial change in condition since the last rating, field data will have to be collected for purposes of performing a capacity rating. The capacity ratings shall be calculated for the controlling main load-carrying member(s) of the structure, noting the design, inventory and operational ratings. The County shall be notified in advance of the indicated need of any capacity rating requirements.
- 5.11 The Provider shall complete a Bridge Inventory Report (Form EB 575) for those bridges where a significant change has occurred due to major repairs, rehabilitation, or replacement and for those structures requiring new capacity ratings. The Provider shall be responsible for obtaining the necessary forms.
- 5.12 Each municipality shall be notified of the date of anticipated bridge inspections and re-inspections in their area so they can accompany the bridge inspection team if they so wish. The bridge inspector shall verify with the municipality that bridges to be inspected will not be replaced during the calendar year that the inspection is due. If the structure is to be replaced in the inspection year the inspection shall take place after construction.
- 5.13 The structures for which a 2011 re-inspection is anticipated are so noted under the unit price column in Attachment E.
- 5.14 The Provider will be responsible for determining and conducting the type and frequency of underwater bridge inspection that will be required for each structure. This inspection requirement will be based on the Wisconsin Department of Transportation Underwater Bridge Inspection Policy, Document #80929872.
- 5.15 The Provider will be responsible to determine if a bridge is to be re-constructed during the inspection year. Inspections shall be delayed until after the re-construction.
- 5.16 The Provider will be responsible for completion of a scour action plan on bridges listed as undetermined scour in HSIS.

## 6.0 COST PROPOSAL

### 6.1 General Instructions on Submitting Cost Proposals

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

Cost proposal should be submitted in a separate envelope labeled **Cost Proposal** with the

written proposal. (Refer to Cost Proposal Form)

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

## 6.2 Fixed Price Period

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

## 7.0 SPECIAL CONTRACT TERMS AND CONDITIONS

### 7.1 Liquidated Damages

The contractor acknowledges that damages will be incurred by the County, in the amount of \$100.00 per working day, not to exceed one-half of the total of the contract, for every day past the scheduled delivery dates. The contractor agrees that the contractor's invoices, in the amount equal to the damages incurred, or by direct billing County shall have the right to liquidate such damages, through deduction from the of the contractor.

### 7.2 Domestic Partner Equal Benefits Requirement

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

### 7.3 Living Wage Requirement

All employees working on this project are covered by the Dane County Living Wage Ordinance Section 25.015 (d). See Section 28.0 Standard Terms and Conditions. The minimum living wage rate for 2010 is \$10.61. The successful Proposer will be required to sign a Living Wage Certification upon completion of the contract. Details are available on the Dane County Purchasing Division web site at [www.co.dane.wi.us/purch/purch.htm](http://www.co.dane.wi.us/purch/purch.htm).

## 8.0 REQUIRED FORMS

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

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

**SIGNATURE AFFIDAVIT**

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposal to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the County in this Request for Proposal, and declares that the attached proposal and pricing are in conformity therewith.

\_\_\_\_\_  
Name (Type or Print) Title

\_\_\_\_\_  
Signature Firm

\_\_\_\_\_  
Address: (Street, City , State, Zip Code)

\_\_\_\_\_  
Telephone Fax E-Mail

\_\_\_\_\_  
Date

VENDOR DATA SHEET

1. **Proposing Company Name** \_\_\_\_\_

Telephone \_\_\_\_\_ Toll Free Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

2. **Contact Person in the event there are questions about your proposal**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

3. **All vendors that are awarded \$20,000 or more on this contract will be Required to Submit Affirmative Action Information to the Department. Please list the Person in your Company we can contact about this plan.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

4. **Mailing address where County purchase orders/contracts are to be mailed and person the Department can contact concerning orders and billing.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Toll Free Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip + Four: \_\_\_\_\_

REFERENCE DATA SHEET

FOR VENDOR:

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Product(s) and/or Service(s) Used: \_\_\_\_\_  
\_\_\_\_\_

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

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

Section	Page Number	Topic

**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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Print Name-Authorized Representative

\_\_\_\_\_  
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.nlr.gov](http://www.nlr.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.

## 2010 Dane County Municipal Bridge Inspection Cost Summary Sheet Attachment F

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
C Fitchburg	B-13-0287	Lacy Road	0.4 Mile W Jct CTH MM	27	Box Culvert	_____	Not Req'd	Not Req'd
C Fitchburg	P-13-0188	Syene Road	0.9 Mile S Jct USH 14	30	Pipe Culvert	_____	Not Req'd	Not Req'd
C Fitchburg	P-13-0933	Lacy Road	0.2 Mile W Jct CTH MM	23	Flat Slab	_____	_____	_____
C Middleton	B-13-0514	Market Street	0.2 Mile W Jct Demming	61	Flat Slab	_____	Not Req'd	Not Req'd
C Middleton	B-13-0534	Bike Path	Section 11	104	Deck Girder	_____	Not Req'd	Not Req'd
C Middleton	B-13-0546	Greenway Blvd	0.3 Mile W Jct Demming	21	Concrete Box	_____	Not Req'd	Not Req'd
C Middleton	B-13-0563	Airport Road	1.3 Mile W. Jct USH 12	81	Flat Slab	_____	Not Req'd	_____
C Middleton	B-13-0564	Airport Road	1.3 Mile W. Jct USH 12	81	Flat Slab	_____	Not Req'd	_____
C Middleton	B-13-0580	Deming Way	0.5 Mile N Jct USH 14	110	Deck Girder	_____	Not Req'd	Not Req'd
C Middleton	B-13-0602	Parmenter Street	0.6 Mile S Jct CTH M	70	Deck Girder	_____	Not Req'd	Not Req'd
C Middleton	B-13-0603	Parmenter Street	0.6 Mile S Jct CTH M	70	Deck Girder	_____	Not Req'd	Not Req'd
C Middleton	P-13-0775	Park Street	0.4 Mile S Jct CTH M	33	Pipe Culvert	_____	Not Req'd	Not Req'd
C Middleton*	Ped Br. #1	Park Trail	0.5 Mile N Century Ave	90	Steel/Wood	_____	Not Req'd	Not Req'd
C Middleton*	Ped Br. #2	Park Trail	0.5 Mile N Centruy Ave	60	Steel Wood	_____	Not Req'd	Not Req'd
C Monona	B-13-0074	Tecumseh Avenue	1.6 Mile N Jct USH 12	24	Flat Slab	_____	Not Req'd	Not Req'd
C Monona	B-13-0084	Tecumseh Avenue	1.7 Mile N Jct USH 12	37	Flat Slab	_____	Not Req'd	Not Req'd

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
C Monona	B-13-0120	Winnequah Road	0.5 Mile N Jct USH 12	58	Deck Girder	_____	_____	Not Req'd
C Monona	B-13-0495	Copps Avenue	0.1 Mile W USH 51	34	Twin Arch	_____	Not Req'd	Not Req'd
C Monona	P-13-0155	Femrite Road	0.2 Mile W Jct USH 51	26	Pipe Culvert	_____	Not Req'd	Not Req'd
C Monona	P-13-0725	Bridge Road	0.3 Mile N Jct USH 12	135	Haunched Slab	_____	Not Req'd	Not Req'd
C Stoughton	B-13-0031	Forton Street	0.2 Mile N Jct USH 51	84	Deck Girder	_____	Not Req'd	Not Req'd
C Stoughton	B-13-0374	Fourth Street	0.2 Mile S Jct USH 51	22	Box Culvert	_____	Not Req'd	Not Req'd
C Stoughton	B-13-0375	Fourth Street	0.2 Mile S Jct USH 51	40	Box Culvert	_____	Not Req'd	Not Req'd
C Stoughton	B-13-0512	USH 51(Main Street)	1.1 Mile N Jct CTH N(N)	88	Deck Girder	_____	Not Req'd	Not Req'd
C Stoughton*	Ped Br	Coopers Causeway	0.4 Mile N Jct USH 51	Unknown	Unknown	_____	Not Req'd	Not Req'd
C Stoughton*	Ped Br	Jefferson Street	0.1 Mile S Jct USH 51	Unknown	Unknown	_____	Not Req'd	Not Req'd
C Verona	B-13-0053	Verona Ave (Old MV)	1.3 Mile E Jct G	24	Box Culvert	_____	Not Req'd	Not Req'd
C Verona	B-13-0427	Edward Street	0.3 Mile W Jct CTH M	31	Box Culvert	_____	Not Req'd	Not Req'd
C Verona	B-13-0506	Bruce Street	0.2 Mile E STH 69	40	Flat Slab	_____	Not Req'd	Not Req'd
C Verona	B-13-0547	Half Mile Road	0.2 Mile S USH 151	23	Flat Slab	_____	Not Req'd	_____
C Verona	B-13-0625	Northern Lights Rd	0.1 Mile N Jct Nine Mound	36	Box Culvert	_____	Not Req'd	Not Req'd
C Verona	P-13-0912	Meister Road	0.9 Mile N Jct USH 18	25	Pipe Culvert	_____	Not Req'd	Not Req'd
Dane County**	B-13-0952	CTH MS(Univ. Av.)	1.5 Mile E JCT CTH Q	578	Deck Girder	_____	Not Req'd	Not Req'd
T Albion	B-13-0045	Aarback Road	1.9 Mile E Jct STH 73	65	Deck Girder	_____	_____	Not Req'd

<b>Municipality</b>	<b>Structure Number</b>	<b>Road or Street</b>	<b>Bridge Location</b>	<b>Structure Length/Ft</b>	<b>Structure Type</b>	<b>Routine Inspection</b>	<b>Interim Inspection</b>	<b>Scour Action Plan</b>
T Albion	B-13-0236	Edgerton Road	0.9 Mile S Jct STH 106	36	Flat Slab	_____	Not Req'd	Not Req'd
T Albion	B-13-0279	Bliven Road	0.2 Mile S Jct STH 106	34	Flat Slab	_____	_____	Not Req'd
T Albion	B-13-0446	Albion Road	0.1 Mile S Jct STH 106	40	Flat Slab	_____	Not Req'd	Not Req'd
T Albion	B-13-0581	Willow Drive	0.7 Mile W Jct CTH A	36	Flat Slab	_____	Not Req'd	Not Req'd
T Albion	B-13-0582	Lein Drive	1.6 Mile E Jct STH 73	30	Flat Slab	_____	Not Req'd	Not Req'd
T Berry	B-13-0041	South Valley Road	0.1 Mile S Jct USH 14	42	Box Culvert	_____	Not Req'd	Not Req'd
T Berry	B-13-0575	Spring Valley Road	0.4 Mile W Jct CTH KP	36	Flat Slab	_____	Not Req'd	Not Req'd
T Black Earth	B-13-0340	Olson Road	0.1 Mile E Jct CTH KP	60	Flat Slab	_____	Not Req'd	Not Req'd
T Black Earth	P-13-0131	Reeve Road	3.7 Mile W Jct CTH F	32	Deck Girder	_____	Not Req'd	Not Req'd
T Black Earth	P-13-0132	Sutcliffe Road	3.0 Mile W Jct CTH F	31	Deck Girder	_____	Not Req'd	Not Req'd
T Blue Mounds	B-13-0349	W. Blue Mounds Road	0.8 Mile E Jct CTH Z	25	Flat Slab	_____	Not Req'd	Not Req'd
T Blue Mounds	B-13-0419	Barber Road	0.1 Mile N Jct CTH Z	33	Flat Slab	_____	Not Req'd	Not Req'd
T Blue Mounds	B-13-0447	Collins Road	0.1 Mile E Jct CTH Z	36	Flat Slab	_____	Not Req'd	Not Req'd
T Bristol	B-13-0353	Greenway Road	1.8 Mile E Jct CTH VV	66	Deck Girder	_____	Not Req'd	Not Req'd
T Bristol	B-13-0392	Twin Lane Road	1.0 Mile S Jct USH 151	48	Deck Girder	_____	Not Req'd	Not Req'd
T Bristol	B-13-0445	Vinburn Road	2.3 Mile E Jct CTH N	38	Flat Slab	_____	Not Req'd	Not Req'd
T Bristol	P-13-0021	Elder Lane	1.0 Mile S Jct CTH VV	38	Deck Girder	_____	_____	_____
T Bristol	P-13-0925	Russet Road	0.8 Mile S Jct CTH V	22	Box Culvert	_____	_____	Not Req'd

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
T Bristol***	P-13-0938	Muller Road	0.8 Mile W Jct USH 151	23	Flat Slab	_____	Not Req'd	Not Req'd
T Burke	B-13-0096	Daentl Road	0.6 Mile W Jct USH 51	46	Deck Girder	_____	Not Req'd	Not Req'd
T Christiana	B-13-0357	Hoopen Road	2.5 Mile E Jct STH 73	69	Deck Girder	_____	Not Req'd	Not Req'd
T Cottage Grove	B-13-0277	North Jargo Road	1.1 Mile S Jct CTH BB	79	Deck Girder	_____	Not Req'd	Not Req'd
T Cottage Grove	B-13-0354	Ridge Road	1.0 Mile S Jct CTH BB	42	Flat Slab	_____	Not Req'd	Not Req'd
T Cottage Grove	B-13-0496	Vilas Road	0.2 Mile N Jct USH 12	32	Flat Slab	_____	Not Req'd	Not Req'd
T Cottage Grove	P-13-0150	West Ridge Road	1.1 Mile W Jct CTH BB	34	Deck Girder	_____	Not Req'd	Not Req'd
T Cottage Grove	P-13-0151	Uphoff Road	0.9 Mile S Jct CTH BB	34	Deck Girder	_____	Not Req'd	Not Req'd
T Cottage Grove	P-13-0153	Baxter Road	1.1 Mile N Jct CTH BB	30	Pipe Culvert	_____	Not Req'd	Not Req'd
T Cottage Grove	P-13-0939	Femrite Drive	0.8 Mile N Jct USH 12	27	Deck Girder	_____	_____	_____
T Cross Plains	B-13-0231	Scherbel Road	0.4 Mile S Jct USH 14	42	Deck Girder	_____	Not Req'd	Not Req'd
T Dane	B-13-0443	Lee Road	1.5 Mile W Jct STH 113	42	Flat Slab	_____	Not Req'd	Not Req'd
T Dane	B-13-0444	Lee Road	0.1 Mile E Jct CTH Y	32	Deck Girder	_____	Not Req'd	Not Req'd
T Deerfield	B-13-0032	Oak Park Road	1.4 Mile S Jct CTH BB	62	Deck Girder	_____	Not Req'd	_____
T Deerfield	B-13-0481	London Road	1.1 Mile E Jct STH 73	38	Flat Slab	_____	Not Req'd	Not Req'd
T Dunkirk	B-13-0508	Hammond Road	2.1 Mile E Jct CTH N	44	Flat Slab	_____	Not Req'd	Not Req'd
T Dunn	B-13-0352	Exchange Street	0.3 Mile S Jct USH 51	136	Haunched Slab	_____	Not Req'd	Not Req'd
T Dunn**	P-13-0190	East Dyreson Road	0.6 Mile W Jct CTH AB	127	Overhead Truss	_____	_____	_____

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
T Dunn	P-13-0904	Schneider Drive	1.1 Mile E Jct CTH MM	23	Box Culvert	_____	Not Req'd	Not Req'd
T Dunn	P-13-0905	R-D T Line Road	1.6 Mile W Jct CTH MM	27	Box Culvert	_____	Not Req'd	Not Req'd
T Madison	B-13-0571	E Badger Road	0.5 Mile W Jct Rimrock	100	Deck Girder	_____	Not Req'd	Not Req'd
T Mazomanie	B-13-0255	Hudson Road	0.3 Mile E Jct CTH Y	85	Flat Slab	_____	Not Req'd	Not Req'd
T Mazomanie	B-13-0584	Hudson Road	0.7 Mile N Jct USH 14	132	Haunched Slab, 3-Span	_____	Not Req'd	Not Req'd
T Mazomanie	P-13-0926	Wilkenson Road	1.8 Mile E Jct STH 78	23	Flat Slab	_____	Not Req'd	_____
T Medina	B-13-0348	Canal Road	1.5 Mile W Jct STH 73	61	Prestr Girder	_____	Not Req'd	Not Req'd
T Medina	B-13-0373	Cherry Lane	1.3 Mile N Jct STH 19	48	Timber Slab	_____	Not Req'd	Not Req'd
T Middleton	B-13-0256	Capitol View Road	2.3 Mile W Jct USH 12	28	Flat Slab	_____	Not Req'd	Not Req'd
T Middleton	B-13-0560	Low Road	0.8 Mile S Jct USH 14	26	Pipe Culv-Conc	_____	Not Req'd	Not Req'd
T Montrose	B-13-0127	Sun Valley Parkway	0.9 Mile E Jct CTH PB	117	Deck Girder	_____	Not Req'd	Not Req'd
T Montrose	B-13-0367	French T Road	0.5 Mile W Jct STH 69	73	Flat Slab	_____	Not Req'd	Not Req'd
T Montrose	B-13-0372	Range Trail	0.4 Mile N Jct CTH PB	74	Haunched Slab	_____	Not Req'd	Not Req'd
T Montrose	B-13-0381	Walter Road	0.3 Mile W Jct CTH PB	30	Flat Slab	_____	Not Req'd	Not Req'd
T Montrose	B-13-0399	Fritz Road	0.5 Mile S Jct CTH A	74	Flat Slab	_____	Not Req'd	Not Req'd
T Montrose	B-13-0437	French T Road	0.9 Mile W Jct STH 69	30	Flat Slab	_____	Not Req'd	Not Req'd
T Montrose	P-13-0216	Fritz Road	0.4 Mile N Jct CTH A	27	Box Culvert	_____	_____	Not Req'd
T Oregon	P-13-0209	Bell Brook Road	1.5 Mile E Jct CTH D	23	Flat Slab	_____	Not Req'd	_____

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
T Perry	B-13-0489	Kittleson Road	0.2 Mile E Jct CTH H	39	Flat Slab	_____	Not Req'd	Not Req'd
T Perry	P-13-0224	Drammen Valley Road	2.0 Mile S Jct CTH A	33	Deck Girder	_____	_____	_____
T Perry	P-13-0943	Lee Valley Road	2.3 Mile E Jct STH 78	26	Timber Girder	_____	Not Req'd	Not Req'd
T Pleasant Springs	B-13-0136	Williams Drive	2.1 Mile N Jct CTH B	55	Deck Girder	_____	Not Req'd	Not Req'd
T Pleasant Springs	B-13-0259	Circle Drive	2.0 Mile W Jct CTH N	91	Flat Slab	_____	Not Req'd	Not Req'd
T Pleasant Springs	P-13-0915	Spring Road	0.7 Mile S Jct CTH B	27	Flat Slab	_____	Not Req'd	_____
T Primrose	B-13-0401	Primrose Center Road	0.9 Mile N Jct CTH A	40	Flat Slab	_____	Not Req'd	Not Req'd
T Rutland	B-13-0253	Old Stage Road	0.7 Mile W Jct STH 138	62	Deck Girder	_____	Not Req'd	Not Req'd
T Rutland	B-13-0362	Stone Road	2.8 Mile W Jct STH 138	64	Deck Girder	_____	Not Req'd	Not Req'd
T Rutland	B-13-0679	Lake Kegonsa Road	0.2 Mile S Jct CTH A	31	Deck Girder	_____	Not Req'd	Not Req'd
T Rutland	P-13-0910	Sunrise Road	0.7 Mile N Jct STH 138	29	Box Culvert	_____	Not Req'd	Not Req'd
T Springdale	B-13-0567	Spring Rose Road	0.2 Mile N. Jct G	30	Flat Slab	_____	Not Req'd	Not Req'd
T Springdale	B-13-0568	Paulson Road	0.7 Mile E. Jct J	46	Flat Slab	_____	Not Req'd	Not Req'd
T Springfield	P-13-0929	Hyer Road	0.5 Mile E Jct CTH P	27	Box Culvert	_____	Not Req'd	Not Req'd
T Vermont	B-13-0402	Blue Mounds Trail	0.1 Mile E Jct CTH F	30	Flat Slab	_____	Not Req'd	Not Req'd
T Vermont	B-13-0587	Bohn Road	0.1 Mile N Jct CTH JG	31	Flat Slab	_____	Not Req'd	Not Req'd
T Verona	B-13-0335	Riverside Road	0.5 Mile W Jct STH 69	88	Deck Girder	_____	Not Req'd	Not Req'd
T Verona	B-13-0346	Valley Road	1.0 Mile W Jct STH 69	74	Haunched Slab	_____	Not Req'd	Not Req'd

<b>Municipality</b>	<b>Structure Number</b>	<b>Road or Street</b>	<b>Bridge Location</b>	<b>Structure Length/Ft</b>	<b>Structure Type</b>	<b>Routine Inspection</b>	<b>Interim Inspection</b>	<b>Scour Action Plan</b>
T Verona	B-13-0363	White Crossing Road	0.4 Mile S Jct CTH PD	42	Flat Slab	_____	Not Req'd	Not Req'd
T Verona	B-13-0617	Shady Oak Lane	1.2 Mile N Jct CTH PD	28	Slab	_____	Not Req'd	Not Req'd
T Verona	B-13-0784	Old CTH PB	0.4 Mile S Jct CTH MV	26	Deck Girder	_____	_____	Not Req'd
T Verona	B-13-0785	Old CTH PB	0.2 Mile S Jct CTH MV	32	Deck Girder	_____	Not Req'd	Not Req'd
T Windsor	B-13-0234	Windsor Road	0.5 Mile W Jct CTH CV	38	Deck Girder	_____	Not Req'd	Not Req'd
T Windsor	B-13-0261	Portage Road	0.1 Mile N Jct STH 19	38	Flat Slab	_____	Not Req'd	Not Req'd
T Windsor	B-13-0282	Yahara Road	1.3 Mile S Jct CTH DM	38	Flat Slab	_____	Not Req'd	Not Req'd
T Windsor	B-13-0559	Smith Road	1.8 Mile E Jct CTH I	157	Deck Girder	_____	Not Req'd	Not Req'd
V Belleville	B-13-0342	Remy Road	0.2 Mile N Jct STH 92	85	Deck Girder	_____	Not Req'd	Not Req'd
V Black Earth	B-13-0355	Park Street	0.4 Mile E Jct STH 78	42	Flat Slab	_____	Not Req'd	Not Req'd
V DeForest	B-13-0364	River Road	1.6 Mile S Jct CTH V	42	Flat Slab	_____	Not Req'd	Not Req'd
V DeForest	B-13-0562	River Road	1.0 Mile S Jct CTH V	44	Flat Slab	_____	Not Req'd	Not Req'd
V DeForest	B-13-0566	South Street	0.7 Mile W Jct CTH CV	43	Flat Slab	_____	Not Req'd	Not Req'd
V Marshall	B-13-0483	Waterloo Road	0.7 Mile E Jct STH 73	61	Flat Slab	_____	Not Req'd	Not Req'd
V Mazomanie	B-13-0350	Bridge Street	0.3 Mile N Jct CTH Y	75	Haunched Slab	_____	Not Req'd	Not Req'd
V Mazomanie	B-13-0454	Voss Road	0.4 Mile W Jct STH 78	29	Flat Slab	_____	Not Req'd	Not Req'd
V McFarland	B-13-0470	Terminal Drive	0.3 Mile N Jct USH 51	234	Deck Girder	_____	Not Req'd	Not Req'd
V McFarland* RFP No. 110046	Not a Bridge	Burma Road	0.1 Mile W US 51	15	Pipe culvert	_____	Not Req'd	Not Req'd

Municipality	Structure Number	Road or Street	Bridge Location	Structure Length/Ft	Structure Type	Routine Inspection	Interim Inspection	Scour Action Plan
V McFarland*	Not a Bridge	Lake Edge	0.1 Mile E South Ct	15	Pipe Culvert	_____	Not Req'd	Not Req'd
V McFarland*	Not a Bridge	Terminal Drive	0.8 Mile S US 51	15	Flat Slab	_____	Not Req'd	Not Req'd
V Mt. Horeb	B-13-0493	6th Street	0.1 Mile W Jct STH 92	62	Flat Slab	_____	Not Req'd	Not Req'd
V Shorewood Hills	P-13-0715	Lake Mendota Drive	0.8 Mile N Jct CTH MS	85	Deck Girder	_____	Not Req'd	_____

\* Several municipalities have requested inspections of structures that are not classified as bridges or do not need to be input into the HSIS system under Federal requirements. The structures are to be inspected to the same standards as other Federal Bridges and a typed and signed report is to be sent to Dane County as well as the municipal maintaining authority.

\*\* Dane County Bridge, B-13-0952 and Town of Dunn Structure, P-13-0190 are fracture critical. The cost listed under routine inspection is to include the Routine Inspection as well as the Fracture Critical inspection and reports.

\*\*\* T Bristol structure, P-13-0938, is scheduled for replacement in 2010. The inspection shall be delayed until construction work is complete and will include the SAI and initial inspection.

QUESTIONNAIRE  
for  
BRIDGE INSPECTIONS & RE-INSPECTIONS  
DANE COUNTY MUNICIPALITIES (2010 & 2011)

1. Total number of qualified bridge inspectors on your staff:

\_\_\_\_\_ Professional Engineers

\_\_\_\_\_ Technicians

2. Approximate number of structures previously inspected under the State bridge inspection program:

\_\_\_\_\_ Structures

3. Approximate number of structure capacity ratings previously made under the State bridge inspection program:

\_\_\_\_\_ Structures

4. Total length of time required for completion of this agreement is estimated to be:

\_\_\_\_\_ Days

5. List your personnel by name, classification, and experience, in the bridge design and inspection field, that will be assigned to this project if you are the successful firm.

Name            Classification            Experience

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Of those listed above, indicate which have attended the FHWA Bridge Inspector's Training Course, Inspection of Fracture Critical Bridge Members Training Course, and the WisDOT PONTIS Element Training Course.

FHWA Bridge Inspector's Training Course:

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Inspection of Fracture Critical Bridge Members Training Course:

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WisDOT PONTIS Element Training Course:

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

Dane County Purchasing Division

Rev. 07/07

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, RFP No. 110046

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.

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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.

28.03 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.

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

28.05 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 or union organizing."