



## REQUEST FOR PROPOSALS (RFP)

Department of Public Works, Highway & Transportation  
County of Dane, Wisconsin

**COUNTY AGENCY:**

Solid Waste Division

**RFP NUMBER:**

**107139**

**RFP TITLE:**

**Environmental Monitoring at Three  
Dane County Landfill Sites**

**PURPOSE:**

Work to include measuring groundwater, surface water & leachate elevations; collecting samples; analyzing samples; measuring methane, oxygen, carbon dioxide concentrations; submitting reports; etc.

**DEADLINE FOR  
RFP  
SUBMISSIONS:**

2:00 P.M. Central Time  
**Tuesday, November 13, 2007**  
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

**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 an original and three (3) complete copies

**DIRECT ALL  
INQUIRES TO:**

**NAME** Robert Regan

**TITLE** Solid Waste Engineer

**PHONE #** 608/266-4139

**FAX #** 606/267-1533

**EMAIL** [regan@co.dane.wi.us](mailto:regan@co.dane.wi.us)

**WEB SITE** [www.co.dane.wi.us.com](http://www.co.dane.wi.us.com)

DATE RFP ISSUED: 10-26-07

**LEGAL NOTICE**

**INVITATION TO PROPOSE**

The Dane County Purchasing Division, Room 425, City-County Bldg, 210 Martin Luther King Jr. Blvd., Madison, WI 53703, will receive sealed Proposals until:

**2:00 P.M., TUESDAY, NOVEMBER 13, 2007**

**REQUEST FOR PROPOSALS #107139**

**ENVIRONMENTAL MONITORING  
AT THREE DANE COUNTY LANDFILL SITES**

Work to include measuring groundwater, surface water and leachate elevations; collecting samples; analyzing samples; measuring methane, oxygen, carbon dioxide concentrations; submitting reports; etc.

All bidders / proposers wishing to submit a bid / proposal should be registered with Dane County Purchasing before bid opening and must be registered before award of contract. Complete a Vendor Registration Form at [www.danepurchasing.com](http://www.danepurchasing.com) or obtain one by calling 608-266-4131.

A Request for Proposals package may be obtained at the Dane County Public Works, Highway & Transportation Department, 1919 Alliant Energy Center Way, Madison, WI 608-266-4018, or downloading it from [www.countyofdane.com/pwht/bid](http://www.countyofdane.com/pwht/bid). Please call Robert Regan at 608-266-4139 for any questions or additional information.

**Publish: October 29 & November 5, 2007 - Wisconsin State Journal**

**ENVIRONMENTAL MONITORING AT DANE COUNTY LANDFILLS**  
**SITE NO. 1 – VERONA (License No. 2680)**  
**SITE NO. 2 – RODEFELD (License No. 3018)**  
**TRUAX LANDFILL (License No. 3306)**

**I. GENERAL REQUIREMENTS**

**A. SCOPE OF WORK**

1. Contractor shall furnish all labor, materials, equipment and services necessary to perform environmental monitoring at Dane County Landfill Site No. 1 (Verona), Site No. 2 (Rodefeld) and the Truax Landfill (see attached map for general locations) as called for in this Request For Proposals.
2. Environmental monitoring shall include, but not be limited to, the following items:
  - a. Measuring groundwater, surface water and leachate elevations at designated monitoring points;
  - b. Collecting representative water and leachate samples from designated monitoring points;
  - c. Filtering and preserving water samples when appropriate;
  - d. Analyzing samples for the parameters indicated in the RFP;
  - e. Measuring methane, oxygen, and carbon dioxide concentrations at designated monitoring points; and
  - f. Preparing and submitting a monitoring report to the Engineer.
3. Engineer shall provide assistance in locating the monitoring points at the time of sampling.

**B. ENGINEER**

The Engineer shall be the Dane County Public Works Department.

**C. INTERPRETATION OF SPECIFICATIONS**

Questions concerning this RFP shall be brought to the attention of the Engineer. If it should be found necessary, a written addendum shall be sent to each Contractor. Dane County shall not be held responsible for oral instructions.

**D. ADDENDA**

All addenda issued by the Engineer shall become part of the RFP and will be made part of the contract. Contractors shall acknowledge receipt of all addenda. The Engineer shall issue addenda no later than three (3) days prior to the submittal date for the RFP.

**E. DAMAGES**

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

**F. AWARD OF CONTRACT**

1. The Proposal deemed to be most advantageous to Dane County will be accepted. The contract will be awarded based on qualifications and price.
2. Dane County reserves the right to award separate contracts for monitoring to be conducted at each of the landfills.

G. MEASUREMENT AND PAYMENT

1. Measurement for payment shall be made at the discretion of the Engineer following each quarterly monitoring period.
2. Payments shall be made in accordance with the agreed upon unit prices.
3. Payments, in accordance with the unit prices, shall include full compensation for all equipment, tools, labor and incidentals necessary to complete the environmental monitoring.

H. ESTIMATED QUANTITIES

Estimated quantities indicated in the RFP are for planning purposes only and are not guaranteed.

I. LABORATORY CERTIFICATION

Contractor shall be aware that the Department of Natural Resources requires that all water quality tests specified in this RFP be conducted by a certified laboratory as defined in ss 144.95(1)(b) Wisc. Stats.

J. INFORMATION TO BE PROVIDED WITH THE RFP

The Contractor shall furnish all required information as indicated in this RFP.

K. CONTRACT PERIOD

1. The monitoring, as required by the Contract Documents and Specifications, shall be conducted during the 2008, 2009, and 2010 calendar years.
2. Quarterly monitoring shall be conducted in accordance with the following schedule:
  - a. Calendar Year 2008
    - 1st Quarter - within 15 days of March 15, 2008
    - 2nd Quarter - within 15 days of June 15, 2008
    - 3rd Quarter - within 15 days of September 15, 2008
    - 4th Quarter - within 15 days of December 15, 2008
  - b. Calendar Year 2009
    - 1st Quarter - within 15 days of March 15, 2009
    - 2nd Quarter - within 15 days of June 15, 2009
    - 3rd Quarter - within 15 days of September 15, 2009
    - 4th Quarter - within 15 days of December 15, 2009
  - c. Calendar Year 2010
    - 1st Quarter - within 15 days of March 15, 2010
    - 2nd Quarter - within 15 days of June 15, 2010
    - 3rd Quarter - within 15 days of September 15, 2010
    - 4th Quarter - within 15 days of December 15, 2010
3. All gas probes and wells at the Verona site shall be monitored on a monthly basis. All gas wells at the Rodefeld site shall be monitored on a monthly basis and all gas probes on a quarterly basis.
4. The contract may be renewed for the 2011 and 2012 calendar years by mutual agreement of both contracting parties.
5. Dane County reserves the right to terminate the contract upon thirty (30) days notice in writing if, in the opinion of the Engineer, the work performed under the contract is not satisfactory.



4. LEACHATE MONITORING

a. Leachate from the leachate tank (L-1) (DNR ID 182) shall be tested quarterly for the following parameters:

00940 chloride	00900 hardness, total
00340 COD, unfiltered	74010 iron, total
00400 field pH	00094 field conductivity @ 25C
00410 alkalinity, total	01027 cadmium, total
01034 chromium, total	01032 chromium, hexavalent
01042 copper, total	00720 cyanide, total
01051 lead, total	01067 nickel, total
01077 silver, total	01092 zinc, total
00310 BOD5	COD
00625 nitrogen, Kjeldahl, total	00150 suspended solids, total
71900 mercury, total	01147 selenium, total
01055 manganese, total	00665 phosphorus, total
00002 color	00001 odor
00003 turbidity	VOCs (EPA Solid Waste Method 8260B)
00010 field temperature	

b. In addition, leachate from the leachate tank (L-1) shall be tested annually (June) for the following parameters.

34043 phenolics, total	00929 sodium, total
01002 arsenic, total	00937 potassium, total
01007 barium, total	00945 sulfate, total
00740 sulfite	

c. Leachate samples shall not be field filtered.

5. LEACHATE HEAD WELL MONITORING

a. Leachate elevation shall be measured in the following leachate head wells (DNR ID) quarterly:

GW1 (355)	GW2 (356)	GW3 (357)	GW4 (358)
GW5 (359)	GW6 (360)	GW7 (361)	GW8 (362)
GW9 (363)	GW11 (365)	GW12 (366)	GW13 (367)
GW14 (368)	GW15 (369)	GW16 (370)	GW17 (371)
GW18 (372)	GW19 (373)		

6. GAS MONITORING

a. Monthly Monitoring Locations

aa. Gas Probes (DNR ID)

GP-1 (300)	GP-2 (301)	GP-3 (302)	GP-4 (303)
GP-5 High (304)	GP-5 Low (305)	GP-6 (306)	GP-7 High(307)
GP-7 Low (308)	GP-8 (nipple)(309)	GP-8 (open)(378)	GP-10 (330)
GP-11 (331)	MW-28 (314)	GP-13 (333)	GP-14 (334)
GP-15 (335)	GP-16 (336)	GP-17 (337)	GP-18 (338)
GP-19 (339)	GP-20 (340)	GP-21 (341)	GP-22 (342)
GP-23 (343)	MW-29P (315)	MW-30 (316)	

bb. Gas Extraction System (DNR ID)

GW1 (355)	GW2 (356)	GW3 (357)	GW4 (358)	GW5 (359)
GW6 (360)	GW7 (361)	GW8 (362)	GW9 (363)	GW11 (365)
GW12 (366)	GW13 (367)	GW14 (368)	GW15 (369)	GW16 (370)
GW17 (371)	GW18 (372)	GW19 (373)	GW20 (374)	GW21 (375)
GW22 (376)	blower building			

cc. All of the above monitoring locations shall be monitored monthly for percent methane (85547) and percent oxygen (85550). Carbon dioxide shall be monitored at gas extraction wells and reported to Dane County only. In addition, the gas extraction wells shall be monitored monthly for well head pressure (46385).

b. Quarterly Monitoring Locations

aa. Buildings (DNR ID)

- Robinson basement (317)
- Badger Prairie Health Care Center milk house (320)
- Badger Prairie Health Care Center:
  - Storeroom #4 (321)
  - North stairwell (322)
  - North air room (323)
  - Storeroom #6 (324)
  - South stairwell (380)
  - South air room (326)

bb. All of the above monitoring locations shall be monitored monthly for percent methane (85547) and percent oxygen (85550).

c. The site conditions (DNR ID 399) (barometric pressure (00025), barometric trend (46381), air temperature (00011), wind speed and wind direction) shall be reported for the sampling date. These readings do not have to be taken on site and may be obtained from the nearest weather station.

**B. LANDFILL SITE NO. 2 (RODEFELD)**

**1. GROUNDWATER MONITORING**

a. Monitoring Wells (DNR ID)

M9A (012)	M9B (013)	M14A (017)	M14B (018)	M17A (019)
M17B (020)	M23 (023)	M25A (025)	M26A (027)	M26B (028)
M28 (034)	M29 (035)	WT-103A (045)	P-103B (047)	WT-105AR (126)
WT-108A (053)	P-108B (123)	WT-119A (065)	P-119B (067)	WT-201AR (124)
WT-202A (115)	P-202B (116)	WT-203A (117)	WT-204A (118)	WT-205A (119)
WT-207A(121)	WT-208A (122)			

The above monitoring wells shall be sampled and analyzed semiannually (June and December) for the following parameters:

00940 chloride	72020 groundwater elevation
00400 field pH	00094 field conductivity @ 25C
39036 total alkalinity, filtered	22413 total hardness, filtered
00001 odor	00002 color
00003 turbidity	00010 field temperature

In addition, the above monitoring wells shall be sampled annually (June) for VOCs using EPA Solid Waste Method 8260B. The 4 Sub-title D wells listed above (M-17A, WT-103A, WT-105AR and WT-119A) shall be sampled semi-annually (June and December) for VOCs.

b. Groundwater Elevation Monitoring Wells

Monitoring wells M5A (005), M5B (006), M6A (007), M6B (008), M6C (009), M22 (022), WT-101A (040), P-101B (042), and WT-113A (057) shall be monitored for groundwater elevation (72020) only during the June sampling round.

c. Private Wells (DNR ID)

Community Well (098)  
Suter (105)  
Hope Tavern (108)  
Alar (099)

Crossroads Tavern (101)  
R. Gundlach (106)  
Hope Church (109)

S. Gundlach (104)  
Stillman (107)  
Leonhardt (110)

The above private wells shall be sampled and analyzed quarterly for the following parameters:

00940 chloride	00010 field temperature
00400 field pH	00094 field conductivity @ 25C
74010 iron, total	00900 hardness, total
00410 alkalinity, total	00001 odor
00002 color	00003 turbidity

In addition, the above private wells shall be sampled and analyzed annually (June ) for the following parameters:

01002 arsenic, total	01027 cadmium, total
00951 fluoride, total	71900 mercury, total
01077 silver, total	00630 NO <sub>2</sub> + NO <sub>3</sub> , total, (as N)
01007 barium, total	01034 chromium, total
01051 lead, total	01042 copper, total
01147 selenium, total	01055 manganese, total
00929 sodium, total	01092 zinc, total
VOCs (EPA Solid Waste 8260B)	00945 sulfate, total

2. COLLECTION LYSIMETER MONITORING

a. Collection lysimeters (DNR ID)

lysimeter 1 (300)  
lysimeter 4 (303)

lysimeter 2 (301)  
lysimeter 6 (304)

lysimeter 3 (302)

b. Collection lysimeters shall be sampled annually during June. The samples shall not be field filtered and shall be analyzed for the parameters listed below. If the quantity of a sample is not of sufficient volume to test for all listed parameters, priority shall be given to analyzing for: 1) Field pH, 2) Field Conductivity, 3) VOCs, and 4) Chloride.

00094 field conductivity @ 25C	01005 manganese, total
00400 pH-field	00630 NO <sub>2</sub> + NO <sub>3</sub> , total, (as N)
00340 COD, unfiltered	00929 sodium, total
00900 hardness, total	00945 sulfate, total
00410 alkalinity, total	74010 iron, total
00940 chloride	00001 odor
00002 color	00003 turbidity
VOCs (EPA Solid Waste Method 8260B)	

3. LEACHATE MONITORING

a. Leachate from metering vault (402) shall be sampled and analyzed quarterly for the following parameters:

00400 pH-field	00094 field conductivity @ 25C
00310 BOD5	00150 suspended solids, total
00001 odor	00665 phosphorus, total
00002 color	00003 turbidity
00010 field temperature	

b. In addition, leachate shall be monitored annually (June) for the following parameters:



00340 COD, unfiltered	00410 alkalinity, total
00630 NO <sub>2</sub> + NO <sub>3</sub> , total, (as N)	00900 hardness, total
00929 sodium, total	00940 chloride
00945 sulfate, total	00951 fluoride, total
01002 arsenic, total	01007 barium, total
01012 beryllium, total	01027 cadmium, total
01032 chromium, total	01037 cobalt, total
01042 copper, total	01051 lead, total
01055 manganese, total	01059 thallium, total
01067 nickel, total	01077 silver, total
01087 vanadium, total	01092 zinc, total
01097 antimony, total	01147 selenium, total
71900 mercury, total	74010 iron, total
VOCs (EPA Solid Waste Method 8260B)	

c. Leachate Headwells (DNR ID)

MLH-1 (517)	MLH-2 (518)	MLH-3 (519)
MLH-4 (520)	MLH-6N (521)	MLH-6S (522)
MLH-7N (523)	MLH-7S (524)	MLH-8 (to be assigned)

The leachate head wells shall be monitored monthly for leachate head elevation (00023) and the depth of leachate above the liner (00031).

4. GAS MONITORING

a. Gas Monitoring Probes (DNR ID)

G-1 shallow (500)	G-1deep (501)	G-2 shallow (502)
G-2 deep (503)	G-3 shallow (504)	G-3 deep (505)
G-4 shallow (506)	G-4 deep (507)	G-5 shallow (508)
G-5 deep (509)	G-6 shallow (510)	G-6 deep (511)
G-7 (512)	G-8 (513)	G-9 (514)
G-10 (515)	G-11 (516)	G-12 (525)
G-13 (526)	G-14 (527)	G-15(528)
G-16 (529)		

The above gas probes shall be monitored quarterly for percent methane (85547), percent oxygen (85550) and soil gas pressure (46389). The barometric pressure (00025), barometric trend (46381), wind speed and direction, air temperature (00011) and ground conditions shall be reported for the sampling date. These Site Conditions readings (DNR ID 999) do not have to be taken on site and may be obtained from the nearest weather station.

b. Gas Extraction Wells (DNR ID)

GW-1 (531)	GW-2R (571)	GW-3 (533)	GW-4R (593)	GW-5R (594)
GW-6 (536)	GW-7R (595)	GW-8R (596)	GW-9A (562)	GW-10R (597)
GW-11 (541)	GW-12A (563)	GW-13A (564)	GW-14A (565)	GW-15A (566)
GW-16R (598)	GW-17 (547)	GW-18 (548)	GW-19A (567)	GW-20A (568)
GW-21A (569)	GW-22 (552)	GW-23 (553)	GW-24 (554)	GW-25 (555)
GW-26 (556)	GW-27 (557)	GW-28R (574)	GW-29R (575)	GW-30R (576)
GW-31 (561)	GW-32 (577)	GW-33 (578)	GW-34 (579)	GW-35 (580)
GW-37 (582)	GW- (585)	GW-47 (592)		

All gas extraction wells shall be monitored monthly for the following parameters:

85547 methane, percent	85550 oxygen, percent
46385 well head pressure (inches of water)	46386 flow rate (cfm)
46387 valve opening (percent open)	46388 gas temperature (degrees F)

In addition, the gas sampling point at the blower building (DNR ID 530)) shall be monitored monthly for the following parameters:

85547 methane, percent	85550 oxygen, percent
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46385 well head pressure (inches of water)                      46386 flow rate (cfm)

The gas sampling point at the blower building (DNR ID 530) shall also be monitored annually during June for VOCs using EPA Method TO-14.

Carbon dioxide shall also be monitored monthly at gas extraction wells and the blower building and reported to Dane County only.

C. TRUAX LANDFILL

1. GROUNDWATER MONITORING

a. Monitoring Wells (DNR ID)

MW-3 (007)	MW-3A (009)	MW-4A (013)	MW-4B (015)	MW-5A (019)
MW-5B (021)	MW-10 (031)	MW-11 (063)	MW-12B (073)	MW-12C (077)
MW-14 (071)				

The above monitoring wells shall be sampled and analyzed semiannually (March and September) for the following parameters:

01056 manganese, filtered	00010 field temperature C
00400 field pH	00094 field conductivity @ 25C
01046 iron, filtered	22413 total hardness, filtered
39036 total alkalinity, filtered	72020 groundwater elevation
00631 nitrate + nitrite, filtered	00946 sulfate, filtered
01000 arsenic, filtered	01005 barium, filtered
01025 cadmium, filtered	01049 lead, filtered
00001 odor	00003 turbidity
00002 color	

In addition, the above monitoring wells shall be sampled annually (September) for VOCs using EPA Solid Waste Method 8260B.

b. Monitoring Wells (DNR ID)

MW-1 (001)	MW-1A (003)	MW-4 (011)	MW-5 (017)	MW-7 (025)
MW-13 (067)	MW-13A (069)	MW-15 (079)	TG-2 (035)	

The above monitoring wells shall be sampled and analyzed annually (September) for the following parameters:

01056 manganese, filtered	00010 field temperature C
00400 field pH	00094 field conductivity @ 25C
01046 iron, filtered	22413 total hardness, filtered
39036 total alkalinity, filtered	72020 groundwater elevation
00631 nitrate + nitrite, filtered	00946 sulfate, filtered
01000 arsenic, filtered	01005 barium, filtered
01025 cadmium, filtered	01049 lead, filtered
00001 odor	00003 turbidity
00002 color	

2. GAS CONDENSATE MONITORING

a. A gas condensate sample shall be taken at the lift station (DNR ID 770) annually (September) and analyzed for the following parameters:

00940 chloride  
00400 field pH  
74010 iron, total  
00410 total alkalinity  
01032 chromium, total  
00340 COD, unfiltered  
01027 cadmium, total  
01055 manganese, total  
00610 total ammonia nitrogen  
00929 sodium, total  
VOCs EPA Method 8260B

00150 total suspended solids  
00094 field conductivity @ 25C  
00900 total hardness  
00310 BOD5  
00945 sulfate, total  
00951 fluoride, total  
01051 lead, total  
71900 mercury, total  
00625 total Kjeldahl nitrogen  
Base neutral/acid extractable EPA Method 8270

### III. MONITORING PROCEDURES

#### A. GENERAL

1. It shall be the Contractor's responsibility to ensure that the methods and procedures used while conducting environmental monitoring at the landfill sites are acceptable to the Department of Natural Resources, Bureau of Solid Waste Management.
2. The methods used for the sample collection, preservation and analysis shall be accomplished in accordance with standard methods for the examination of water and wastewater or other methods approved in writing by the Department of Natural Resources, Bureau of Solid Waste Management (NR 140, NR 149, PUBL-DG-036-96 and PUBL-DG-037-96).
3. Samples should be analyzed as soon as possible after collection. The maximum holding times for which a sample may be held before analysis must correspond to those given in Table F, NR 219.

#### B. QUALITY CONTROL/QUALITY ASSURANCE

1. The Contractor shall have quality control and quality assurance procedures in the field and in the laboratory to prevent contamination and ensure accurate results. The Contractor shall, at a minimum, meet all quality control and quality assurance requirements in NR 149.14 and NR 149.24.
2. The quality control program shall be documented and such documents shall be available, upon request, to the Engineer.
3. Intralaboratory quality control shall include routine analyses of reference standards, spikes and duplicates. Spikes and duplicates are to be analyzed on a minimum of 10 percent of the samples.
  - a. Quality control charts for precision and accuracy shall be kept for each parameter. Accuracy and precision charts shall be available upon request.
  - b. If the quality control limit is exceeded, the samples in that analysis batch must be reanalyzed and the quality control limit met. Quality control testing shall be at the Contractor's expense. Documentation shall be available to the Engineer, upon request, indicating that corrective action was taken to bring results back within limits.
4. Interlaboratory quality control using US EPA reference standards should be performed, at a minimum, on a quarterly basis.
5. Field quality control procedures shall include, at a minimum, the following:
  - a. Field duplicates shall be collected for every 10 samples collected.
  - b. A minimum of one field blank shall be collected at each Landfill site.
  - c. For trips involving organics sampling, a trip blank shall be collected for each cooler.
  - d. Analysis results for the above samples shall be made part of the monitoring report. The Engineer will not be charged for any blank results.

- e. In cases where the field blank or trip blank show contamination at a significant level (i.e. above the PAL), resampling and analysis of affected wells, if deemed necessary by the Engineer, must be done at the Contractor's expense.

#### C. WATER LEVEL MEASUREMENT

1. Water elevations (MSL) shall be determined prior to sample collection.
2. Engineer will provide a reference elevation (MSL) at each monitoring point to aid in determining the water elevation. (Refer to attached sheet for well information.)

#### D. WATER SAMPLE COLLECTION AND PRESERVATION

1. Water samples shall be collected by personnel who have been specially trained in water sample collection methods.
2. Only new sampling containers shall be used.
3. Monitoring wells shall be purged immediately prior to collecting samples by removing at least four (4) volumes of standing water in each well. Contractor shall determine the volume of standing water in each well by measuring the distance from the top of the water table to the bottom of the well. Well purging shall be done in accordance with sampling procedures and guidelines contained in DNR publications PUBL-DG-037-96 and PUBL-DG-038-96.
4. Appropriate precautions shall be taken to prevent well contamination and to ensure that uncontaminated, representative water samples are taken.
5. Water samples from monitoring wells and surface water locations shall be field filtered through a 0.45-micron filter, except for the portion on which field pH, field conductivity and VOCs will be determined. Private well samples, leachate samples and collection lysimeter samples shall not be field filtered.
6. Water samples shall be preserved immediately after collection in accordance with standard methods and stored at temperatures at or below 4<sup>o</sup> C.
7. Samples shall be transported to the laboratory the same day they are collected.

#### E. WATER QUALITY ANALYSIS

1. The field pH of each sample shall be determined at the time of collection with an accurate portable pH meter.
2. The field conductivity (at 25<sup>o</sup> C) of each sample shall be determined at the time of collection with an accurate portable conductivity meter.
3. All other water quality parameters shall be determined in a laboratory using standard analytical methods and equipment as approved by the Department of Natural Resources.
4. All analyses shall have a LOD and LOQ below the PAL, or else produce the lowest available LOD and LOQ above the PAL.

#### F. GAS MONITORING

1. All gas monitoring points shall be monitored using standard methods approved by the Department of Natural Resources.
2. Gas monitoring shall be performed using meters capable of detecting methane, oxygen, and carbon dioxide concentrations of 0.1% or less.

### IV. MONITORING REPORT

#### A. GENERAL

1. A monitoring report for each landfill site shall be prepared and submitted to the Engineer following each quarterly monitoring period, within 45 days of the date the monitoring was conducted.
2. The reports for Dane County Sites No. 1 and 2 shall contain the following information:
  - a. Name and qualifications of the persons conducting the monitoring.
  - b. Time and date of monitoring.
  - c. A description of the methods, procedures, and equipment used, including: (Note: a description of Standard Operating Procedures and standard equipment for both the field and laboratory needs to be submitted only once. The quarterly reports only need to discuss variations.)
    - aa. Calculations of the amount of standing water in each well and the number of gallons that were removed before sampling;
    - bb. Procedures used to flush wells prior to collecting samples and the approximate time lapsed between flushing and sampling;
    - cc. Procedures for cleaning samplers (e.g. bailers) between wells and the order of well sampling;
    - dd. Equipment used to measure conductivity and pH in the field;
    - ee. Volume of samples collected; procedures used to filter the sample (if applicable) prior to analysis; and procedures for chemical preservation of samples;
    - ff. Methods for transporting samples to the lab; the time spent transporting the samples to the lab; and the time passed before the samples are analyzed in the lab.
    - gg. Groundwater and gas sampling field data sheets.
  - d. Analytical procedures used in the lab for each required parameter, including make and model of any automated analytical equipment used. If procedures are exactly as described in published sources, reference may be listed to fulfill this requirement.
  - e. Water level elevations in MSL (include the measured distance from the top of the well casing to the water level and the measured distance from the top of the well casing to the bottom of the well).
  - f. Analytical results for each sample.
  - g. Historical summaries for all inorganic parameters at each sampling location that shows the last 8 rounds of data.
  - h. Historical summaries of detected VOCs at each sampling location that shows the last 8 rounds of data.
  - i. All required DNR submittal materials including the Groundwater Monitoring Data Certification sheets, data diskettes, and an exceedance summary table addressing the cause and significance of noted exceedances.
  - j. All trip blank or method blank detects (VOCs only).
  - k. Gas monitoring results.
  - l. Any problems encountered during the monitoring, including a list of any monitoring points not monitored and the reason why.
  - m. Any quality control problems encountered and a summary of any corrective actions taken.
3. The report for the Truax Landfill shall consist of:
  - a. Monitoring data in DNR electronic format.
  - b. Field notes.

c. Laboratory analytical report.

DANE COUNTY SANITARY LANDFILL SITE NO. 1

WELL INFORMATION

Well Name (DNR ID)	Type of Well	Casing type	Casing I.D.	Well Depth (feet)	Top of Well Casing	Approximate Watertable
MW12PR (183)	PIEZ	PVC	2"	62	979.61	948
MW12R (176)	OW	PVC	2"	40.15	980.22	948
MW14 (114)	OW	PVC	2"	46	991.71	950
MW14P (184)	PIEZ	PVC	2"	81.2	991.70	949
MW15 (115)	OW	PVC	2"	53	990.83	949
MW17P (185)	PIEZ	PVC	2"	52.8	962.90	948
MW17P2 (209)	PIEZ	PVC	2"	92.2	963.08	948
MW17R2 (201)	OW	PVC	2"	22.3	962.57	948
MW18R (186)	OW	PVC	2"	31	974.88	948
MW26 (126)	OW	PVC	2"	41.5	985.36	949
MW28 (178)	OW	PVC	2"	53.4	999.06	951
MW28P (187)	PIEZ	PVC	2"	83.2	998.73	949
MW29 (179)	OW	PVC	2"	44.6	991.31	958
MW29P (180)	PIEZ	PVC	2"	61.2	991.40	949
MW29P2 (188)	PIEZ	PVC	2"	124	990.16	949
MW30 (181)	OW	PVC	2"	54.05	990.90	949
MW31 (189)	OW	PVC	2"	53.7	991.82	949
MW32 (190)	OW	PVC	2"	35.6	978.89	948
MW33 (191)	OW	PVC	2"	34.08	973.39	948
MW33P (192)	PIEZ	PVC	2"	56.15	973.27	948
MW35 (195)	OW	PVC	2"	33.15	974.68	948
MW35P (210)	PIEZ	PVC	2"	56.6	975.50	948
MW36 (196)	OW	PVC	2"	64.5	996.81	949
MW36P (211)	PIEZ	PVC	2"	78.6	996.06	949
MW37 (197)	OW	PVC	2"	64.1	1004.72	949
MW39 (199)	OW	PVC	2"	57.5	1001.87	948
MW40 (200)	OW	PVC	2"	74.4'	1007.61	948
MW41 (202)	OW	PVC	2"	17.6	966.50	951
MW43 (204)	OW	PVC	2"	18.6	953.62	944
MW43P (213)	PIEZ	PVC	2"	76.6	953.36	949
MW45 (216)	OW	PVC	2"	42.5	986.79	951
MW45P (217)	PIEZ	PVC	2"	75	986.70	951
GW1 (355)	LHW	PVC	1"	39.1		
GW2 (356)	LHW	PVC	1"	36.2		
GW3 (357)	LHW	PVC	1"	39.2		
GW4 (358)	LHW	PVC	1"	37.3		
GW5 (359)	LHW	PVC	1"	35.2		
GW6 (360)	LHW	PVC	1"	18.4		
GW7 (361)	LHW	PVC	1"	29.9		
GW8 (362)	LHW	PVC	1"	19.0		
GW9 (363)	LHW	PVC	1"	21.1		
GW11 (365)	LHW	PVC	1"	25.6		
GW12 (366)	LHW	PVC	1"	31.6		
GW13 (367)	LHW	PVC	1"	34.7		
GW14 (368)	LHW	PVC	1"	37.3		
GW15 (369)	LHW	PVC	1"	37.8		
GW16 (370)	LHW	PVC	1"	34.0		
GW17 (371)	LHW	PVC	1"	27.3		
GW18 (372)	LHW	PVC	1"	26.4		
GW19 (373)	LHW	PVC	1"	34.1		

DANE COUNTY SANITARY LANDFILL SITE NO. 2

WELL INFORMATION

Well Name (DNR ID)	Type of Well	Casing type	Casing I.D.	Well Depth (feet)	Top of Well Casing	Approximate Watertable
M5A (005)	OW	PVC	2"	16	864.30	858
M5B (006)	PIEZ	PVC	2"	38	864.30	858
M6A (007)	OW	PVC	2"	20	864.50	859
M6B (008)	PIEZ	PVC	2"	36	864.60	859
M6C (009)	PIEZ	PVC	2"	56	864.60	859
M9A (012)	OW	PVC	2"	29.05	876.60	860
M9B (013)	PIEZ	PVC	2"	55.75	875.90	860
M14A (017)	OW	PVC	2"	17.56	866.00	859
M14B (018)	PIEZ	PVC	2"	44.5	866.00	859
M17A (019)*	OW	PVC	2"	29.6	882.20	866
M17B (020)	PIEZ	PVC	2"	45.9	882.40	866
M22 (022)	OW	PVC	2"	25.71	869.47	859
M23 (023)	OW	PVC	2"	27	882.44	864
M25A (025)	OW	PVC	2"	20.15	870.73	860
M26A (027)	OW	PVC	2"	19.0	870.85	860
M26B (028)	PIEZ	PVC	2"	36.35	870.85	860
M28 (034)	OW	PVC	2"	40.9	887.91	860
M29 (035)	OW	PVC	2"	57.3	906.22	861
WT-101A (040)	OW	PVC	2"	17.2	867.50	860
P-101B (042)	PIEZ	PVC	2"	42	867.46	860
WT-103A (045)*	OW	PVC	2"	17.45	866.82	859
P-103B (047)	PIEZ	PVC	2"	41.75	866.99	859
WT-105AR (126)*	OW	PVC	2"	17.7	869.79	860
WT-108A (053)	OW	PVC	2"	27.1	879.80	861
P-108B (123)	PIEZ	PVC	2"	44.8	880.11	860
WT-113A (057)	OW	PVC	2"	17.2	867.13	860
WT-119A (065)*	OW	PVC	2"	27.95	881.54	861
P-119B (067)	PIEZ	PVC	2"	51.6	881.59	861
WT-201AR (124)	OW	PVC	2"	15.3	869.60	860
WT-202A (115)	OW	PVC	2"	17.9	870.55	860
P-202B (116)	PIEZ	PVC	2"	34.9	866.03	860
WT-203A (117)	OW	PVC	2"	20.5	870.91	860
WT-204A (118)	OW	PVC	2"	22.1	873.51	860
WT-205A (119)	OW	PVC	2"	23.95	872.82	861
WT-207A (121)	OW	PVC	2"	15.25	865.40	861
WT-208A (122)	OW	PVC	2"	26.27	878.71	862
MLH1 (517)	Leachate head	STEEL	4"	77		
MLH2 (518)	Leachate head	STEEL	4"	84.5		
MLH3 (519)	Leachate head	STEEL	4"	76		
MLH4 (520)	Leachate head	STEEL	4"	65.77	949.59	

\* Subtitle D wells.

TRUAX LANDFILL SITE

WELL INFORMATION

Well Name (DNR ID)	Type of Well	Casing type	Casing I.D.	Well Depth (feet)	Top of Well Casing	Approximate Watertable
MW-1 (001)	OW	PVC	2"	21.4	858.43	840
MW-1A (003)	PIEZ	PVC	2"	202.3	858.33	
MW-3 (007)	OW	PVC	2"	65.0	881.3	830
MW-3A (009)	PIEZ	PVC	2"	128.1	881.6	
MW-4 (011)	OW	PVC	2"	20.2	860.89	845
MW-4A (013)	PIEZ	PVC	2"	193.3	860.55	
MW-4B (015)	PIEZ	PVC	2"	279.4	859.91	
MW-5 (017)	OW	PVC	2"	19.9	856.31	840
MW-5A (019)	PIEZ	PVC	2"	177.2	855.53	
MW-5B (021)	PIEZ	PVC	2"	349.4	855.67	
MW-7 (025)	OW	PVC	2"	17.5	852.68	840
MW-10 (031)	OW	PVC	2"	17.8	859.57	845
MW-11 (063)	OW	PVC	2"	45.5	877.57	840
MW-12B (073)	OW	PVC	2"	60.6	881.10	
MW12C (077)	PIEZ	PVC	2"	87	880.80	
MW-13 (067)	OW	PVC	2"	65.4	893.61	840
MW-13A (069)	PIEZ	PVC	2"	149.0	893.67	
MW-14 (071)	OW	PVC	2"	29.7	864.79	840
MW-15 (079)	OW	PVC	2"	54	886.14	840
TG-2 (035)	PIEZ	PVC	2"	27.2	861.09	

The following information must be submitted along with the proposal:

1. Description of qualifications, experience, organization and resources.
2. A brief list of similar work previously completed with the name, address and telephone number of the client for whom the work was done.
3. A detailed description of the monitoring procedures and sampling protocol (including equipment) to be used while performing the environmental monitoring as required by this RFP.
4. The analytical procedures to be used while conducting water quality analyses.
5. Test methods to be used for VOC analyses and the applicable detection limits.
6. Blind performance results on Wisconsin State Lab of Hygiene and U.S. EPA performance evaluation samples for the past year.
7. A description of the quality control and quality assurance programs to be used while performing the environmental monitoring as required by this RFP.
8. Representative accuracy and precision control charts and/or tables from the past year for all parameters (groundwater matrix only).
9. A unit price and a total price for each item.



LANDFILL SITE NO. 1

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	68	\$	\$
2. Water Sample Collection and Preservation	88	\$	\$
3. Water Quality Analysis			
a. color	84	\$	\$
b. odor	84	\$	\$
c. turbidity	84	\$	\$
d. field pH	84	\$	\$
e. COD	84	\$	\$
f. hardness	84	\$	\$
g. alkalinity	84	\$	\$
h. field conductivity	84	\$	\$
i. dissolved iron	68	\$	\$
j. chloride	84	\$	\$
k. arsenic	1	\$	\$
l. barium	1	\$	\$
m. cadmium	4	\$	\$
n. chromium, total	4	\$	\$
p. lead	4	\$	\$
q. mercury	4	\$	\$
r. selenium	4	\$	\$
s. silver	4	\$	\$
t. copper	4	\$	\$
v. total Kjeldahl nitrogen	4	\$	\$
w. sulfate	1	\$	\$
x. zinc	4	\$	\$
y. sodium	1	\$	\$
z. manganese	4	\$	\$
aa. phosphorus	4	\$	\$
bb. phenols	1	\$	\$
cc. BOD <sub>5</sub>	4	\$	\$
dd. total suspended solids	4	\$	\$
ee. total potassium	1	\$	\$
ff. nickel	4	\$	\$
gg. sulfite	1	\$	\$
hh. total iron	16	\$	\$
ii. CBOD	4	\$	\$
jj. chromium (hexavalent)	4	\$	\$
kk. cyanide	4	\$	\$
ll. VOCs	88	\$	\$
4. Gas Monitoring Probes	356	\$	\$
5. Gas Monitoring Wells	264	\$	\$
6. Leachate Head Elevation	72	\$	\$
7. Monitoring Report	4	\$	\$

LANDFILL SITE NO. 1 TOTAL (Sum of TOTAL PRICE Amounts):	\$
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LANDFILL SITE NO. 2

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	63	\$	\$
2. Water Sample Collection and Preservation	103	\$	\$
3. Water Quality Analysis			
a. color	103	\$	\$
b. odor	103	\$	\$
c. turbidity	103	\$	\$
d. field pH	103	\$	\$
e. COD	6	\$	\$
f. hardness	100	\$	\$
g. alkalinity	100	\$	\$
h. field conductivity	103	\$	\$
i. dissolved iron	0	\$	\$
j. chloride	100	\$	\$
k. arsenic	11	\$	\$
l. barium	11	\$	\$
m. cadmium	11	\$	\$
n. chromium	11	\$	\$
o. fluoride	11	\$	\$
p. lead	11	\$	\$
q. mercury	11	\$	\$
r. selenium	11	\$	\$
s. silver	11	\$	\$
t. copper	11	\$	\$
u. NO <sub>2</sub> + NO <sub>3</sub> (as N)	16	\$	\$
v. total Kjeldahl nitrogen	0	\$	\$
w. sulfate	16	\$	\$
x. zinc	11	\$	\$
y. sodium	16	\$	\$
z. manganese	16	\$	\$
aa. phosphous	4	\$	\$
bb. BOD <sub>5</sub>	4	\$	\$
cc. total suspended solids	4	\$	\$
dd. nickel	1	\$	\$
ee. total iron	46	\$	\$
ff. CBOD	0	\$	\$
gg. chromium (hexavalent)	0	\$	\$
hh. cyanide	0	\$	\$
ii. beryllium, total	1	\$	\$
jj. thallium, total	1	\$	\$
kk. antimony, total	1	\$	\$
ll. cobalt, total	1	\$	\$
mm. vanadium, total	1	\$	\$
nn. VOCs	47	\$	\$
4. Gas Monitoring Probes	88	\$	\$
5. Gas Monitoring Wells	468	\$	\$
6. Gas Sample EPA TO-14	1	\$	\$
7. Leachate Head Elevation	108	\$	\$
8. Monitoring Report	4	\$	\$

LANDFILL SITE NO. 2 TOTAL (Sum of TOTAL PRICE Amounts):	\$
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TRUAX LANDFILL

ITEM	ESTIMATED QUANTITY PER YEAR	UNIT PRICE	TOTAL PRICE
1. Water Level Measurement	31	\$	\$
2. Water Sample Collection and Preservation	32	\$	\$
3. Water Quality Analysis			
a. color	31	\$	\$
b. odor	31	\$	\$
c. turbidity	31	\$	\$
d. field pH	32	\$	\$
e. COD	1	\$	\$
f. hardness	32	\$	\$
g. alkalinity	32	\$	\$
h. field conductivity	32	\$	\$
i. dissolved iron	31	\$	\$
j. chloride	1	\$	\$
k. arsenic	31	\$	\$
l. barium	31	\$	\$
m. cadmium	32	\$	\$
n. fluoride	1	\$	\$
p. lead	32	\$	\$
q. mercury	1	\$	\$
r. selenium	0	\$	\$
s. nitrogen, total dissolved	1	\$	\$
t. NO <sub>2</sub> + NO <sub>3</sub> , filtered	31	\$	\$
v. total Kjeldahl nitrogen	1	\$	\$
w. sulfate	32	\$	\$
x. zinc	0	\$	\$
y. sodium	1	\$	\$
z. manganese	32	\$	\$
aa. phosphorus	0	\$	\$
bb. phenols	0	\$	\$
cc. BOD <sub>5</sub>	1	\$	\$
dd. total suspended solids	1	\$	\$
ee. total potassium	0	\$	\$
ff. nickel	0	\$	\$
gg. sulfite	0	\$	\$
hh. total iron	1	\$	\$
ii. CBOD	0	\$	\$
jj. chromium, total	1	\$	\$
kk. base neutral/acid extract (EPA 8270)	1	\$	\$
ll. VOCs (EPA 8260B)	12	\$	\$
4. Monitoring Report	4	\$	\$

TRUAX LANDFILL TOTAL (Sum of TOTAL PRICE Amounts):	\$
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**FAIR LABOR PRACTICES CERTIFICATION**

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

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

\_\_\_ 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 signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlrb.gov](http://www.nlrb.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

- C. (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 the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

**Bid Check List:**

These items **must** be included with Bid or completed **before** bidding

- Bid Form     Fair Labor Practices Certification     Vendor Registration

**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/vendor competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals 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 Proposals, 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. Proposer/Vendor Company

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. All proposers/vendors that have 20 or more employees and that are awarded \$20,000 or more on this contract will be required to submit Affirmative Action information to the County Contract Compliance Office. Please list the person in your Company we can contact about this plan.

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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: \_\_\_\_\_ Fax: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**REFERENCE DATA SHEET**

**FOR PROPOSER/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 RFP. If proposer/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: \_\_\_\_\_  
 \_\_\_\_\_

**DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

The attached material submitted in response to this RFP 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 and Proprietary Information of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality and Proprietary Information.**

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

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

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

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

\_\_\_\_\_  
Date



**COST SUMMARY SHEET**

<u>Services Description</u>	<u>Cost Per Hour</u>
Principal-In-Charge	\$_____
Project Manager	\$_____
Professional Engineer	\$_____
Senior Engineer	\$_____
Junior Engineer	\$_____
Senior Designer	\$_____
Junior Designer	\$_____
Surveyor	\$_____
Two-Person Survey Crew	\$_____
Draftsperson	\$_____
Clerical Staff	\$_____
_____	\$_____
_____	\$_____

List any additional cost such as, travel related expenses, equipment, etc.

_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____
_____	\$_____

## 9.0 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.