

Dane County Contract Cover Sheet

Revised 01/2022

RES 123
Significant

Dept./Division	Waste & Renewables		
Vendor Name	Tann Corporation	MUNIS #	31438
Brief Contract Title/Description	Regenerative Thermal Oxidizer Service and Parts		
Contract Term	9/1/22 - 12/31/26		
Contract Amount	\$280,000		

Contract # Admin will assign	14828
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Roxanne Wienkes	Name	Amber Van Heyden
Phone #	608-509-6681	Phone #	9207663600
Email	Wienkes.Roxanne@countyofdane.com	Email	avanderheyden@tanncorporation.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req # 948	Org: SWMETHGO	Obj: 31761	Proj:	\$ 46,000.00
	Year 2022	Org: SWMETHGO	Obj: 20105	Proj:	\$ 10,000.00
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	123
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2022.07.25 07:54:40 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 8/22/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, August 23, 2022 10:43 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14828
Attachments: 14828.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 8/23/2022 10:45 AM	Approve: 8/23/2022 10:45 AM
	Patten (Purchasing), Peter		Approve: 8/23/2022 11:29 AM
	Gault, David	Read: 8/23/2022 10:51 AM	Approve: 8/23/2022 10:52 AM
	Lowndes, Daniel	Read: 8/23/2022 11:24 AM	Approve: 8/23/2022 11:58 AM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14828

Department: Waste & Renewables

Vendor: Tann Corporation

Contract Description: Services & Supply of Goods as needed to operate and maintain the Regenerative Thermal Oxidizer at the RNG Plant (Res 123)

Contract Term: 9/1/22 – 12/31/26

Contract Amount: \$280,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

1 **2022 RES-123**

2
3 **WASTE AND RENEWABLES CONTRACT FOR PURCHASE OF SERVICES AND GOODS ON**
4 **AN AS-NEEDED BASIS FROM TANN CORPORATION.**
5

6 The Dane County Department of Waste & Renewables (W&R) operates an active landfill and
7 Renewable Natural Gas (RNG) Plant at its location at 7102 US Hwy 12/18, Madison, Wisconsin
8 53718. The landfill gas is cleaned, compressed and injected into the high pressure natural gas
9 pipeline.

10
11 TANN Corporation (TANN) is based out of Kaukauna, Wisconsin and is the manufacturer and
12 sole authorized service provider to the Regenerative Thermal Oxidizer (RTO) unit at the RNG
13 Plant, a critical system which serves to combust tail gas generated from the process. This scope
14 is for services and supply of goods (parts and equipment) as needed to operate and maintain
15 the RTO.

16
17 W&R requested a waiver of bid and received approval from the Dane County Board of
18 Supervisors' Personnel and Finance Committee on January 10, 2022 to utilize TANN for
19 services and procurement of goods. W&R subsequently negotiated a new contract with the
20 company. The scope of the contract includes supply service and goods. This scope is for
21 services and supply of goods (parts and equipment) as needed to operate and maintain the
22 RTO at W&R's request. The term of the contract is 2 years with 3 optional years.

23
24 **NOW, THEREFORE, BE IT RESOLVED** that TANN and W&R wish enter into an Agreement for
25 supply of parts, consumables, and equipment with a total contract amount of \$280,00.00; and

26
27 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized to
28 sign the Agreement; and

29
30 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed to
31 ensure complete performance of the Agreement.

DANE COUNTY CONTRACT # 14828

Revised 06/2021



Department: Waste & Renewables
Provider: TANN Corporation
Expiration Date: December 31, 2024
Maximum Cost: \$280,000

Registered Agent (if applicable):
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and TANN Corporation (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713 desires to purchase parts, equipment, and services on an as-needed basis from PROVIDER for the purpose of maintaining the Regenerative Thermal Oxidizer (RTO); and

WHEREAS PROVIDER, whose address is 2300 Northridge Drive, Kaukauna, WI 54130, is able and willing to provide such services and goods;

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

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES AND GOODS:

A. PROVIDER agrees to provide the services and goods detailed on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

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

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services and goods covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services and goods. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services and goods rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services and goods rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's

insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

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

5. Workers' Compensation.

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

6. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings

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. 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.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

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

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

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

XVII. COUNTERPARTS:

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

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

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

XXI. DEBARMENT:

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

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

FOR PROVIDER:

Quinn Vance Hyde, Service Coordinator 09/22/22
NAME Date
TITLE

FOR COUNTY:

Joseph T. Parisi _____
Dane County Executive Date

Scott McDonell _____
Dane County Clerk Date

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

SCHEDULE A

Scope of Services and Goods

I. Scope

A. Overview

Dane County Department of Waste & Renewables (W&R or OWNER) owns and operates a Renewable Natural Gas (RNG) Plant that converts landfill gas (LFG) to pipeline quality RNG that is injected into the interstate transmission pipeline. A critical system within the process is the Regenerative Thermal Oxidizer (RTO) which serves to combust tail gas generated from the process. This scope is for services and supply of goods (spare parts, consumables, and equipment) as needed to operate and maintain the RTO.

B. Services

Services as outlined in the subsections below will be performed at will/request of the COUNTY. PROVIDER shall complete and submit an inspection report for each quarterly inspection, scheduled/routine maintenance event, and emergency service call. Reports shall be submitted to COUNTY within 7 days of the service and invoices will not be processed for payment until documentation of the service event has been obtained. Reports shall at a minimum include a summary of work performed, diagnosis of issues (if applicable), hours onsite, technician name, and any other relevant photos or information.

1. Quarterly Inspections

PROVIDER shall perform four (4) inspections of the RTO per year. Two inspections will be full internal/external, and two will be external inspections only. PROVIDER'S staff will be adequately qualified to safely perform the work, including a confined space attendant if needed. COUNTY may provide a confined space attendant and/or supervisor for PROVIDER entrance person. If COUNTY cannot provide one, PROVIDER will provide one at an additional cost. Inspection shall not be completed without an authorized attendant/supervisor.

2. Routine Maintenance

PROVIDER shall perform cleaning of the RTO using the dry ice blasting method. Blasting sessions will be performed annually or at a frequency as recommended by the PROVIDER and approve the COUNTY.

3. Corrective Maintenance

PROVIDER shall provide COUNTY with a list of corrective actions for deficiencies identified during Quarterly Inspections, Routine Maintenance, etc/ PROVIDER shall correct deficiencies at will/request of the COUNTY.

4. Non-Routine and Emergency Service

PROVIDER shall provide on call services at COUNTY's request for non-routine and emergency services. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 48 hours of request

5. Engineering Support and Technical Assistance

Technical Engineering service requested by the COUNTY may include a wide array of services including but not limited to the following items:

- a. General engineering services, technical assistance and programming support for the operations and maintenance of the RTO
- b. Technical engineering support with troubleshooting and correcting operational issues with the RTO
- c. Assistance with analysis of RTO performance including diagnosis of shutdowns, failures, and tracking of other key performance indicators

- d. Assistance with engineering studies to identify performance issues and identify solutions to improve operations and RTO efficiency.
- e. Engineering and design services for RTO modifications, expansions or repairs
- f. Maintenance or development of as-built documentation, process flow diagrams, drawings, and figures related to the RTO.
- g. Training of COUNTY staff.

6. Health and Safety

- a. PROVIDER shall maintain confined space entry plans, certifications, and other records per industry standard and as requested by COUNTY.
- b. PROVIDER staff shall be trained and certified for services completed – e.g. a confined space attendant must be trained in confined space rescue.
- c. If requested by COUNTY, PROVIDER will participate in any drills or onsite training for confined space entry with local authorities. Provide health and safety, and confined space entry plan and certification.

C. Supply of Parts and Equipment

At COUNTY's request PROVIDER will supply consumables, spare parts, and equipment for various components for which the PROVIDER is an authorized vendor. All orders are at the will/request of the COUNTY. PROVIDER shall obtain written approval to proceed with initiating an order for consumables, spare parts, and equipment.

II. Time and Place of Service and Delivery of Goods

A. Location

Service and goods shall be performed at / delivered to the RNG Plant located at Dane County Department of Waste & Renewables Landfill Site #2, address 7102 US Hwy 12&18, Madison WI 53718.

B. Hours of Service and Delivery of Goods

Services and goods as outlined under this Agreement shall be performed /delivered during regular working hours, excluding holidays, of COUNTY and PROVIDER. Service and goods provided may be accepted outside of these hours as mutually agreed upon by PROVIDER and COUNTY. Normal working hours for COUNTY are:

Regular Hours:

Monday – Friday
7:00AM - 3:30PM CST

C. Hours of Emergency Services

On call emergency services requested by COUNTY shall include work performed outside of normal working hours ("off hours"). In all cases, PROVIDER shall acknowledge and provide anticipated response time within 24 hours of first contact. PROVIDER shall make all commercially reasonable efforts to meet COUNTY requests for service within 48 hours of request. COUNTY off hours are defined as:

After Hours:

Daily
3:30PM - 7:00AM CST

Weekend Hours:

3:30PM Friday – 7:00AM Monday CST

Holiday On-call Schedule

3:30PM day before holiday – 7:00AM day after holiday CST

D. Acceptance of Goods

Goods shall be inspected by COUNTY upon receipt. COUNTY will notify PROVIDER within 14 days of any damages to be rectified as noted in Schedule B of this Agreement.

III. **Service and Goods Requests and Authorization**

All services and supply of goods are at the will/request of the COUNTY. PROVIDER shall obtain written approval to proceed with services prior to starting work and prior to placing an order for goods.

SCHEDULE B

Pricing Structure and Payment

IV. Payment

A. Purchase Order

COUNTY to issue a Purchase Order (PO) to PROVIDER for invoicing purposes prior to commencement of onsite work and goods order placement. PO will include separate line items for service, parts, and equipment and allow for partial shipments.

B. Quotes

When additional service (service not including routine maintenance and schedule inspections) is requested by COUNTY, PROVIDER will not be required to submit a formal written quote for incidental services as long as the estimated time to complete the request is 4 service hours or less. Where the anticipated time would exceed 4 hours, PROVIDER shall provide a written quote for additional services. The quote shall include a description of the tasks to be completed, the number of hours that are anticipated and the personnel/billing rates that will be charged. These items shall be billed as separate line items or invoices.

C. Invoicing

PROVIDER shall bill engineering services on a time and materials basis in accordance with the rate table included in Schedule C and/or the quotes supplied for individual projects/tasks. PROVIDER shall issue an invoice for services approximately bi-weekly for ongoing activities, or upon completion of services for short-duration requests. Service hours are subject to be invoiced approximately every 2 weeks until completion or after completion of service ticket. PROVIDER will invoice for installation fees within 60 days after work is completed. Invoices must reference the COUNTY purchase order number issued for the services/deliverables described herein. Invoices shall be sent to COUNTY electronically at invoices-waste@countyofdane.com.

D. Supporting Documentation

For each contract year, the PROVIDER shall track the total amount of work authorized to date, total hours billed, and work outstanding and provide an updated summary with each invoice.

E. Payment Terms

Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise agreed to in writing by PROVIDER. COUNTY shall pay PROVIDER directly.

PROVIDER shall be paid on the basis of work completed, when completed per each of the attached quotations. Services provided shall not exceed the allocated maximum purchase amount of \$280,000 over the contract term.

F. PROVIDER whose work is found deficient or fails to conform to the requirements set forth in the AGREEMENT, is not entitled to further payments, until corrected to the satisfaction of the COUNTY.

G. Payments to the PROVIDER may be withheld for damages sustained by COUNTY due to error, omission, unauthorized changes or negligence on the part of the PROVIDER. COUNTY will notify the PROVIDER in writing of the alleged, specified damages and amounts involved within fourteen (14) days. Services that are found to be deficient or fail to conform to the requirements set forth in the AGREEMENT will not entitle the PROVIDER to further payments, until corrected to the satisfaction of the COUNTY.

H. In the event that COUNTY cancels the Agreement it will be responsible for reimbursing PROVIDER for any expenses PROVIDER has incurred prior to the date of cancellation. Further, COUNTY shall reimburse PROVIDER for any costs or expenses for which PROVIDER is obligated as the result of a commitment being made by the PROVIDER prior to the cancellation date of the Agreement.

V. **Contract Term**

The term of the Contract shall commence on the Effective Date and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract. It is COUNTY's intention to establish a two year contract with PROVIDER, plus three optional renewal years. Unless notified in writing by either Party, the contract term shall automatically renew in option years 1 through 3.

Year	Term
1st Year	(Date of Execution) thru December 31, 2022
2nd Year	January 1, 2023 thru December 31, 2023
1st Renewal Year	January 1, 2024 thru December 31, 2024
2nd Renewal Year	January 1, 2025 thru December 31, 2025
3rd Renewal Year	January 1, 2026 thru December 31, 2026

VI. Estimated Schedule of Costs

Contract Term (Year)	Description of Service/Goods	Estimated Contract Amount
2022	Quarterly Inspection -with TANN provided confined space attendant (4 per year)	\$22,500
	Dry Ice Blasting Session (1 per year)	\$8,000
	Goods (as needed)	\$10,000
	On Demand / Emergency Labor	\$15,500
	Subtotal	\$56,000
2023	Quarterly Inspection -with TANN provided confined space attendant (4 per year)	\$22,500
	Dry Ice Blasting Session (1 per year)	\$8,000
	Goods (as needed)	\$10,000
	On Demand / Emergency Labor	\$15,500
	Subtotal	\$56,000
2024 (Optional)	Quarterly Inspection -with TANN provided confined space attendant (4 per year)	\$22,500
	Dry Ice Blasting Session (1 per year)	\$8,000
	Goods (as needed)	\$10,000
	On Demand / Emergency Labor	\$15,500
	Subtotal	\$56,000
2025 (Optional)	Quarterly Inspection -with TANN provided confined space attendant (4 per year)	\$22,500
	Dry Ice Blasting Session (1 per year)	\$8,000
	Goods (as needed)	\$10,000
	On Demand / Emergency Labor	\$15,500
	Subtotal	\$56,000
2026 (Optional)	Quarterly Inspection -with TANN provided confined space attendant (4 per year)	\$22,500
	Dry Ice Blasting Session (1 per year)	\$8,000
	Goods (as needed)	\$10,000
	On Demand / Emergency Labor	\$15,500
	Subtotal	\$56,000
Total		\$280,000

VII. Maximum Cost

The PROVIDER shall not be paid more than the sum of \$280,000 for its obligations of this agreement over the two year contract term, plus the three optional renewal years unless additional purchase of services and goods is approved by the COUNTY. COUNTY may increase the contract amount as mutually agreed upon by PROVIDER and COUNTY, in the form of an Addendum to this AGREEMENT.