REQUEST FOR PROPOSAL
FOR

City of Milwaukee and
Waukesha County

Regional Recycling System for Processing and Marketing of Single-Stream Recyclables

August 2013

Proposals Due: October 29, 2013

Official Notice # 118-2013

(Updated to include Addendum No.1)

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
841 N. BROADWAY
MILWAUKEE, WI 53202

WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND USE
515 W. MORELAND BLVD
WAUKESHA, WI 53188

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I. PROJECT OVERVIEW (OFFICIAL NOTICE 118-2013)

CITY OF MILWAUKEE & WAUKESHA COUNTY
Department of Public Works / Department of Parks & Land Use
Request for Regional Recycling System for Processing and Marketing of Single Stream Recyclables
Official Notice # 118-2013

The City of Milwaukee Department of Public Works ("City"), and Waukesha County Department of Parks and Land Use ("County") (hereinafter collectively referred to as "Entity"), are soliciting proposals for qualified firms to provide a **Regional Recycling System for Processing and Marketing of Single Stream Recyclables**. The intent of the Entity is to contract for services for a period of 10 years with an option to extend for an additional 5 years. All proposals in response to the Request for Proposal (RFP) must be submitted to DPW Contract Office no later than Monday, October 29, 2013 at 3:00 P.M. (CST), in Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

The RFP and supporting documentation will be available under "Sanitation" on the City of Milwaukee's Department of Public Works Official Bid Notice website http://mpw.milwaukee.gov/services/bids_home on August 27, 2013. CALL 414-286-3314 TO HAVE YOUR COMPANY'S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER'S LIST ONCE YOU PRINT OFF THE REQUEST FOR PROPOSAL.

The services in this RFP include provision of a Materials Recovery Facility (MRF) and Transfer Station(s) for the receiving, processing and marketing of single stream recyclable materials from the residential customers of the Entity. Proposals must include either: 1.) the redevelopment of an existing publicly-owned dual stream MRF at 1401 W Mt Vernon Ave, Milwaukee, into a regional single stream MRF or; 2) the transfer to and processing of Entity recyclables at an existing or newly developed privately-owned MRF. For all proposals, Contractor must assume that materials from Waukesha County will be transferred from 220 S. Prairie Ave, Waukesha, WI. Processing Operations are to start July 1, 2014 or as soon after that date as practical. Companies responding to this RFP shall review and comply with the requirements specified in the RFP and remain within the Scope of Services as defined within the RFP.

A mandatory pre-proposal conference is scheduled for September 17, 2013, from 9:30 a.m. to 12:30 p.m. (This includes time for site visits). The pre-proposal conference location is 1313 W Mt Vernon Ave, Milwaukee, WI, 53233. The site visits follow, beginning at 1401 W Mt Vernon Ave in Milwaukee and concluding at 220 S. Prairie Ave in Waukesha.

A Proposal security, in the form of a Bid Bond, a certified check, or cashier's check, in the amount of 10% of proposed costs (sum of total design/build costs plus first year's operation costs) shall accompany the Proposal. Corporate surety is required on Bid Bonds.

The Entity reserves the right to reject any and all proposals and accept only such proposals as are in the best common interest of the City of Milwaukee and Waukesha County.

II. PROJECT SCHEDULE

The following is a listing of key proposal and project milestones:

Project Milestone	Due Date
RFP Release	August 27, 2013
Pre-Proposal Conference	**September 17, 2013**
Questions on RFP Due By	September 20, 2013
Responses to Questions By	September 27, 2013
Proposals Due by	**3:00 p.m. CDT on Tuesday, October 29, 2013**
Interviews (if necessary)	Week of November 18-22, 2013
Notification of Intent to Award	December 6, 2013
Estimated Contract Award	January 30, 2014
Estimated Services Start	July 1, 2014
Estimated Services End	June 30, 2024 (with a possible 5-year extension)

III. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference is scheduled for:

Date: Tuesday, September 17, 2013

Time: 9:30 a.m. to 12:30 p.m. (CDT)

Location: City of Milwaukee MRF
1313 West Mt. Vernon Avenue
Milwaukee, Wisconsin 53233

All potential Contractors are required to attend the pre-proposal conference. Reservations are required. Please RSVP with company contact information to Rick Meyers (City of Milwaukee, Resource Recovery Program Manager) at rick.meyers@milwaukee.gov.

The pre-proposal conference will begin at the City of Milwaukee MRF and proceed to the site of the Waukesha County MRF Transfer Station following the business portion of the conference. Contractors are responsible for their own transportation from one site to the next at no cost to the Entity. Travel time from the Milwaukee MRF to the Waukesha County MRF Transfer Station site is approximately 30 minutes. Time required for travel is included in the time slot provided for the pre-proposal conference.

IV. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION ON THE RFP

This RFP is issued on behalf of Waukesha County and the City of Milwaukee. Prospective Contractors shall direct all inquiries/questions ***by email attachment only*** to the Project Coordinator:

Rick Meyers, Resource Recovery Program Manager
City of Milwaukee, Department of Public Works
rick.meyers@milwaukee.gov

Phone inquiries will not be accepted.

The Project Coordinator is the sole source of contact during the RFP process and no information provided by any other personnel will be considered binding. All questions shall be clearly stated in a document attached to the email message, including company contact information and the RFP number and description. The Project Coordinator will acknowledge receipt of all questions received.

Questions are allowed and encouraged up until the final question deadline. No questions are allowed after **2:00 p.m. (CDT), Friday, September 20, 2013**. Responses to all questions will be posted by **Friday, September 27, 2013 on the City of Milwaukee's Department of Public Works Official Bid Notice website, under "Sanitation" at:**

http://mpw.milwaukee.gov/services/bids_home

V. CLARIFICATIONS/AMENDMENTS

If you discover any significant ambiguity, error, omission or other deficiency in the RFP, immediately notify the Project Coordinator. All questions must be submitted to the Project Coordinator via email as an attached memo including company contact information, the RFP number, and description by the deadline noted in Section II (Project Schedule) above. We encourage you to submit preliminary questions prior to the pre-proposal conference.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the City of Milwaukee website in accordance with Section VI (Addenda to the RFP) below. It is the responsibility of prospective vendors to check the website for any amendments. All amendments must be acknowledged on the RFP Signature Page in the area provided. **Failure to do so may result in your response being rejected.**

The County and City prohibit Contractors from initiating contact with any City of Milwaukee or Waukesha County employee, consultant or representative evaluating or considering the proposals prior to the time an award has been made. The Project Coordinator cannot vary the terms of the RFP. The pre-proposal conference will give all vendors a full opportunity to discuss proposal matters directly with the Entity.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

The awarded Contractor's primary interface with the Entity will be with the Contract Managers for the City and the County who will act as the Entity's designated representatives for the Project:

City of Milwaukee Contract Manager**:**
Rick Meyers, Resource Recovery Program Manager
Milwaukee Department of Public Works
841 N. Broadway, Room 620
Milwaukee, WI 53202
rick.meyers@milwaukee.gov

Waukesha County Contract Manager**:**
Perry Lindquist, Land Resources Manager

Waukesha County Dept. of Parks and Land Use
515 W. Moreland Blvd.
Room 260 - Administration Center
Waukesha WI 53188
PLindquist@waukeshacounty.gov

VI. ADDENDA TO RFP

The Contractor is responsible to check for any posted addenda to the RPF and acknowledge all on the signature page. If any addendum is issued for this RFP, it will be posted on the City's website under "Sanitation" at:

http://mpw.milwaukee.gov/services/bids_home

VII. CURRENT OPERATIONS AND BACKGROUND INFORMATION

The City of Milwaukee and Waukesha County each own a Materials Recovery Facility (MRF) that historically has been operated under private contract and has processed similar annual quantities of recyclables. Similarities between the two facilities and programs:

1. Publicly-owned/privately operated dual-stream MRFs (City's MRF idled in fall of 2011);
2. Tonnage processed at each Facility (approx. 22,000/year.);
3. Aging facilities facing costly updates;
4. Desire to improve program efficiencies;
5. Desire to operate a Single-Stream rather than dual-stream collection and processing system to reduce collection and landfill disposal costs and increase recycling rates;
6. Concerns about future price stability for material processing; and
7. 15-year history of coordinating recycling education efforts.

Copies of available MRF floor plans and machinery layout plans for both the Waukesha County and Milwaukee MRFs are available as downloads at the above noted web site. Reduced images of some of these drawings are also included in the cost proposal forms D-2 and D-3 of this RFP.

Between 2007 and 2012, both the County and the City completed a series of studies to determine the best path for meeting future recyclables processing needs while adapting to equipment innovations and modern collection practices. Due to a number of program-efficiency advantages that Single-Stream recycling has over dual-stream recycling, the studies strongly recommended that both the County and City implement a Single-Stream recycling system.

To maximize return on investment and the recovery of community recycling collection costs, the above-noted studies also recommended that the County and City work cooperatively on upgrading the existing City-owned MRF to serve as a joint County/City Single-Stream MRF to process recyclables from both communities. The City of Milwaukee switched to Single-Stream collection in the fall of 2011, at which point it idled its existing dual-stream equipment. Waukesha County plans to switch to Single-Stream as a result of this RFP. A summary of the last three years of recyclable material processed at the two MRFs is provided below.

Milwaukee/Waukesha RFP Recycling Quantities

	Waukesha County			City of Milwaukee			Entity Tons		
MATERIAL	**2012**	**2011**	**2010**	**2012**	**2011**	**2010**	**2012**	**2011**	**2010**
	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons	Tons
Aluminum	303	293	333	161	152	149	464	445	482
Cartons and Aseptic Containers	0	16	0	14	0	0	14	16	0
FE/Tin	608	586	623	599	567	554	1,207	1,153	1,177
Glass, mixed	5,404	4,307	3,860	5,106	4,832	4,726	10,510	9,139	8,586
Mixed Paper	0	0	0	885	837	819	885	837	819
OCC	1,816	2,102	2,040	2,471	2,338	2,287	4,286	4,440	4,327
ONP #8	10,369	11,380	11,581	10,829	10,247	10,023	21,198	21,628	21,604
Plastic, HDPE color	332	328	345	329	311	304	661	639	649
Plastic, HDPE natural	382	390	405	407	386	377	789	775	782
Plastic, PET	1,171	1,101	1,096	943	893	873	2,115	1,993	1,969
Plastic mixed rigid olefins (#'s 2,4,5)	0	0	0	219	207	0	219	207	0
Scrap Metal	0	5	8	116	110	108	116	115	116
Other	26	918	1,370	64	73	276	90	991	1646
TOTAL TONS	20,411	21,426	21,661	22,143	20,953	20,496	42,554	42,379	42,157
Residue	641	729	763	2,057	1,947	1,904	2,698	2,675	2,667

To help the County and City determine the best long-term plan for recyclable processing, this RFP allows proposals to be submitted for other recyclable processing plans than described above. Copies of all MRF-related studies, a summary of the studies, a recent project PowerPoint presentation and fact sheet are available on the Waukesha County web site www.waukeshacounty.gov/mrfstudies .

VIII. FORM OF PROPOSALS

The Contractors shall submit eight (8) hard copies and two CD's of their MRF Technical Proposal, and eight (8) hard copies and two CD's of their MRF Cost Proposal to the City of Milwaukee Department of Public Works.

The Technical and Cost Proposals shall each be in separately sealed envelopes, separately labeled "MRF Technical Proposal" and "MRF Cost Proposal," respectively. The corresponding Technical and Cost Proposals shall be placed in a common envelope or box, labeled:

City of Milwaukee Department of Public Works Contracts Office
Attention: Rick Meyers, Resource Recovery Program Manager
RFP # 118-2013
841 N. Broadway, Room 516
Milwaukee, WI 53202

The submittal shall be made no later than 3:00 p.m. (CDT), October 29, 2013.

The Contractors shall provide the information in their proposal in sufficient detail to demonstrate that the evaluation criteria have been satisfied as specified in Section XI (Evaluation of Proposals). **If submitting a proposal for more than one option, Contractors must submit a separate proposal for each option.**

All Proposals must be arranged in consecutive order as shown below. References to applicable forms are shown in parenthesis for general guidance only and are not all inclusive. Contractors shall refer to Attachment B (Detailed Submittal Requirements), contained within this RFP, for further information related to the proposal content and format. Hard copy proposals shall be bound and printed double-sided:

"MRF Technical Proposal"

1. Technical Proposal Checklist (Form C-1)
2. Executive Summary (Form C-2)
3. Contractor Qualifications and References (Form C-3 and sub-forms)
4. Technical Proposal (provide all that apply, submit a separate proposal for each applicable option) (Form C-4 and sub-forms)
    a. Option A: Milwaukee MRF and Waukesha Transfer Station
    b. Option B: Dual Transfer from Milwaukee and Waukesha Transfer Stations to Existing Private MRF
    c. Option C: Dual Transfer from Milwaukee and Waukesha Transfer Stations to New Private MRF and Processing of Recyclables at a new MRF location
5. Designation of Confidentiality and Proprietary Information (Form C-5C)
6. Exceptions to the Sample Contract presented in Attachment E (attach itemized list)

The Executive Summary section is intended to serve as the document that the RFP evaluation panel can use to quickly understand technical and business aspects of the proposal. An evaluation panel made up of representatives of both the City of Milwaukee and Waukesha County and consultants will review proposals.

"MRF Cost Proposal"

1. Cost Proposal Checklist (Form D-1)
2. Milwaukee MRF Equipment Worksheet (Form D-2)
3. Waukesha County MRF Equipment Worksheet (Form D-3)
4. Cost Proposals (provide all that apply, submit a separate proposal for each applicable option)
    a. Option A: Milwaukee MRF and Waukesha Transfer Station (Form D-4 and sub-forms)
    b. Option B: Dual Transfer from Milwaukee and Waukesha Transfer Stations to Existing Private MRF (Form D-5 and sub-forms)
    c. Option C: Dual Transfer from Milwaukee and Waukesha Transfer Stations to New Private MRF (Form D-5 and sub-forms)
5. Revenue Share Example (Form D-6)
6. Bid Bond (Form D-7)
7. Company Financial Information (Form D-8 and sub-forms)
8. Signature Page (Form D-9)

IX. FINANCIAL ASSURANCES AND LABOR REQUIREMENTS

Financial Assurance Requirements:

1. **Bid Bond –** required to be submitted with the proposal and to be returned upon execution of a Contract. Require a Bid Bond of 10% of proposed costs (sum of total design/build costs and first year's operation costs). Bid Bond details are provided in Attachment B (Detailed Submittal Requirements).
2. **Performance and Payment Bond–** to cover all design services, equipment, labor and services during construction phase and operation phase, including payment of sub-contractors (1st phase - required for 100% of proposed construction costs; 2nd phase – required for 100% of the first year of processing costs). Refer to Attachment E (Sample Contract) for details.
3. **Payment Guarantee** – covers estimated revenue to Entity (required to cover one full year of estimated revenue payments to Entity for sale of recyclables based on $100/ton average plus fees for equipment replacement, building maintenance and education programs). Refer to Attachment E (Sample Contract) for details.

Labor-Related Requirements:

1. **Prevailing Wage**. Depending upon the proposal accepted the final contracts may be subject to the prevailing wage requirements of subsection 66.0903 Wisconsin Statutes.
2. **Residents Preference Program** (City of Milwaukee Only). This provision applies only to any City of Milwaukee contract executed under this RFP and generally requires 40% of total Worker Hours to be performed by Unemployed or Underemployed Residents of the City of Milwaukee. Since the City of Milwaukee represents about 50% of this RFP, the 40% requirement results in the provision applying to approximately 20% of the total Worker Hours involved in this project. Details are provided in Attachment F (City of Milwaukee Additional Contract Provisions).
3. **Service Contract Wage Requirement Provisions** (City of Milwaukee Only). This provision applies only to any City of Milwaukee contract executed under this RFP and generally requires that each and every employee is paid no less than $9.39 per hour (2013). Details are provided in Attachment F (City of Milwaukee Additional Contract Provisions).

X. DEFINITIONS

For purposes of this RFP, including Attachment E and F (Sample Contract/City of Milwaukee Additional Contract Provisions), the following words and phrases shall be given the following respective meanings:

"Acceptance" or "Accepted" means that the Full Acceptance Standard has been met or, if the Full Acceptance Standard cannot be met, that the Facility has been accepted at the Minimum Acceptance Standard.

"Acceptance Date" means the date on which Acceptance of the MRF/TS occurs.

"Acceptance Standard" means compliance of the MRF/TS with the Full Acceptance Standard or Minimum Acceptance Standard.

"Acceptance Test" and "Acceptance Testing" means the tests described in the test plan, together with the test procedures specified in the attached Contract Schedules.

"Addenda" or "Addendum" means all revisions of and supplements to the plans and specifications incorporated in or attached to this request for proposals and becoming an integral part of the Contract Documents.

"Authorized Representative" means the City's, County's and Contractor's representatives.

"Bid Bond" means a written guaranty from a third party guarantor submitted to the Entity by the Contractor as part of their response to the RFP.

"Building" means the structure that is housing the recycling or transfer operations.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a recognized Entity Holiday.

"Bypassed Recyclable Material" means the Tons of Recyclable Material which the Contractor was obligated to process which were not processed.

"Capacity Guarantee" means compliance of the MRF/TS with the Performance Standards for the Daily Guaranteed Recyclables Capacity.

"Capital Costs" mean one-time expenditures to purchase Stationary Equipment and buildings or building renovations. Capital Costs are generally considered fixed and therefore not subject to price indexing.

"Change in Law" means the enactment, adoption, promulgation, modification or repeal after the Contract Date of any federal, state, or local statute having jurisdiction with respect to the construction, start-up, or Acceptance Testing of the MRF/TS, which necessitates a Work Change and necessarily modifies the Contractor's guarantees of MRF performance by establishing requirements with respect to the construction, start-up, or Acceptance Testing of the MRF/TS which are more burdensome than the most stringent requirements in effect in Waukesha County or Milwaukee, Wisconsin, on the Contract Date.

"City" means the City of Milwaukee, in the State of Wisconsin.

"City Contribution" means any moneys paid by the City toward the Capital Costs or site improvements required for the MRF/TS "Commencement Date" means 12:01 a.m. on the Day next succeeding the Acceptance Date as established pursuant to this Contract.

"Commissioner" means the "Commissioner of Public Works" or his designee for the City of Milwaukee Department of Public Works. This position or his designee is charged with enforcement of certain provisions of the Contract.

“Contaminated Recyclable Material” means material that is normally considered Recyclable Material but has been rendered Non-recyclable due to some type of contamination other than Hazardous or Infectious Waste.

"Contract Date" means the date the Contract becomes effective which shall commence once both parties have signed this contract.

“Contract Manager” means the assigned contacts to act as the designated representatives for the project. A representative will be designated for each the City and the County.

"Contract Documents" means all Addenda, Schedules, Proposal Forms, signed Bond Forms, signed Contract, signed Proposal, Instructions to Contractors, including all written modifications incorporated into any of the documents.

"Contractor" means any individual, firm, partnership, corporation, or a combination of any or all jointly submitting a proposal, and, for the purposes of the Contract, the successful Contractor to whom the Contract is awarded by the Entity or its heirs, executors, administrators, successors, or assigns. The Contractor is responsible for all Sub-contractors.

"Contractor Fault" means any material breach, failure, nonperformance or noncompliance by the Contractor with the terms and provisions of this Contract or the negligent or willful misconduct or omission of any agent, employee, contractor, Sub-contractor at any tier, or independent contractor hired by the Contractor which prevents or delays the Entity from performing its obligations under this Contract or which deprives the Entity of any of its rights under this Contract other than any breach, failure, nonperformance or noncompliance caused by an Uncontrollable Circumstance of which Contractor has provided prompt written notice or Entity Fault.

“Cost Proposal” means proposal response as defined in Attachment D.

“Cost Substantiation” means cost, claim, or estimate supported by authenticated and/or verifiable cost data.

"County" means the County of Waukesha, in the State of Wisconsin.

"County Contribution" means any moneys paid by the County toward the capital costs or site improvements required for the MRF/TS.

"Day" shall mean a calendar day, beginning at 12:01 a.m. in the central time zone of the United States coinciding with the calendar day, whether or not a Sunday or Entity Holiday.

"Direct Costs" means costs in connection with any cost or expense incurred by either Party. For payment of Direct Costs by the other Party, the Entity or the Contractor shall provide documentation describing the reason for incurring the Direct Cost, the amount of the Direct Cost, the event or Section of this Contract giving rise to the Party's right to incur the Direct Cost and that the Direct Cost is at a fair market value price for the service or materials supplied. With respect to Direct Costs incurred by the Contractor, the amount shall be increased to provide for the payment of a profit only when expressly authorized pursuant to the terms of this Contract.

"Engineer" or "Entity Engineer" is the Engineer designated by the Entity, acting personally or through any assistants authorized in writing by the Entity Engineer to act for the Entity Engineer to oversee the design, construction, and processing that may occur under this Contract.

"Entity" refers to the City of Milwaukee and Waukesha County whereby each will exercise its individual powers for the joint purpose of processing and marketing of Single-Stream recyclable materials from their respective residential customers.

"Entity Fault" means any material breach, failure, nonperformance or noncompliance by the Entity which prevents or delays the Contractor from substantially performing its obligations under this Contract or which substantially deprives the Contractor of any of its rights under this Contract for any reason other than any breach, failure, nonperformance or noncompliance caused by an Uncontrollable Circumstance or Contractor Fault.

"Entity Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or other County or City recognized Holidays as may be designated from time to time by the County or City.

"Entity Indemnified Parties" means the Entity and its officers, officials, employees, agents and consultants.

"EPA" means the United States Environmental Protection Agency.

"Event of Default" means any one or more of those events described in the associated sections about default.

"Extension Period" means an additional period of time added to the number of days that are specified in the definition of Scheduled Acceptance Date as mutually agreed to by all parties.

"Facility" means any place where County and City recyclables may be delivered. Depending on the option the Facility may be a MRF, Transfer Station or both.

"Full Acceptance Standard" means compliance of the MRF/TS with the Performance Standards.

"Guarantee" means the Contract between the Guarantor and the Entity. The Guarantor is assumed to be the Contractor unless specified differently in the attached Schedules.

"Hazardous Waste" means any material or substance which, as of the Contract Date, and for the duration of this Contract (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 et seq., as amended, replaced or superseded, and the regulations implementing same; (b) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, et seq., as amended, replaced or superseded, and the regulations implementing same; (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (d) hazardous waste substance or material as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same; or (e) treated as hazardous waste or substance or material under applicable federal, state, or local law. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are

hazardous or harmful to health when processed at the MRF/TS, then any substances or materials shall be Hazardous Waste for purposes of this Contract.

"Infectious Waste" means any of the following when not generated from a household or from a farm operation or agricultural business: (1) cultures and stocks of infectious agents and associated biological, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (2) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (3) pathological waste; (4) sharps; (5) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals; and (6) waste treated as Infectious Waste pursuant to federal, state, or local laws. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are infectious, then any substance shall be Infectious Waste by purpose of this Contract.

"Key Personnel" means the Key Personnel under Form C-3A.

"Landfill" means any landfill the Entity may designate during the term of this Contract.

"Material Delivery Standards" means the delivery requirements for the Single-Stream recyclable commingled material identified in defined in General Provisions D. Materials to be Processed, including the compacting standards, moisture of the material, bagged or loose material standards and any other clarifications related to any specific material type.

"Marketable Recyclables" means the total of the recyclable material that was marketed, plus the marketable material that is also in the residue.

"MRF/TS" means Materials Recovery Facility and Transfer Station, together with appurtenant structures, system and Stationary Equipment.

"Non-Marketable Recovered Materials" means materials recovered from Processing Recyclable Material which are removed from the MRF/TS following notice by the Contractor stating that they are not marketable using all reasonable efforts even at a negative value or which the Entity has instructed the Contractor not to market at prevailing markets.

"Non-Recyclable Material" means that portion of solid waste, exclusive of Contaminated Recyclable Material, Hazardous Waste or Infectious Waste, which is not Recyclable Material.

"Notice to Proceed" means the written notification from the Entity delivered to the Contractor that all of the Conditions Precedent described in the Contract, except for issuance of the Notice to Proceed, have been satisfied or waived.

"Notice to Proceed Date" means the date which the Entity has specified in the Notice to Proceed notifying the Contractor that it may proceed with the project design, permitting and construction.

"Operation and Maintenance Cost" means the associated cost for regular operation of the MRF/TS facilities and the related scheduled maintenance for the Stationary Equipment and Rolling Stock.

"Operation and Maintenance Manual" means the documents for the MRF/TS that provide the overall background and guidance necessary for proper Facility operation and maintenance that is in addition to and supplements the manufacturer's operation and maintenance manuals supplied for all mechanical equipment.

“Operation and Maintenance Plan” means the arrangement for regular operation of the MRF/TS facilities and related scheduled maintenance for associated Stationary Equipment and Rolling Stock.

"Party" or "Parties" means either, or both, the Entity or the Contractor, as the context of the usage of the term may require.

"Pass Through Costs" means those Direct Costs incurred by the Contractor which are reimbursable by the Entity according to the terms of this Contract.

“Payment Bond” means an instrument issued by means of a surety that guarantees that sub-contractors will be paid for labor expended on bond given to protect the Entity.

“Payment Guarantee” means commitment to pay a debt according to the terms of the debt agreement.

“Performance Bond” means a bond given to protect the Entity against loss in case the terms of the Contract are not fulfilled. The Contractor assumes liability for nonperformance.

"Performance Standard" means the measures of performance identified in the attached Contract Schedules.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government, agency or political subdivision.

"Process" "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of Recyclable Material, into Recovered Materials and Residual Material.

"Processing Guarantee" means the Contractor's obligation to process all Recyclable Materials delivered to the MRF/TS by the Entity as required by the Contract and described in the form of a Performance Standard in the attached Contract Schedules, or a lesser amount as may result from a reduction in capacity of the MRF/TS due to an Uncontrollable Circumstance or Entity Fault provided, however, that the Processing Guarantee is dependent upon delivery of Recyclable Material in the form provided in the attached Contract Schedules.

“Progress Payments” means the payments the Entity makes to the Contractor after specific milestones are completed.

“Project” means the proposed scope of work that is awarded under the Contract. The Contract will be any of the three options that may be awarded under the Contract.

"Proposal Date" means October 21, 2013.

"Recovered Materials" or “Recoverable Materials” means all materials resulting from the Processing of Recyclable Material including those in accordance with the attached Contract Schedules.

"Recovered Materials Guarantee" means the Contractor's obligation with respect to the quantity and quality of Recovered Materials produced from each Ton of Recyclable Material, as required by the Contract and described in the form of a Performance Standard in the attached Contract Schedules with the production of Recovered Materials being consistent with the marketing plan provided.

"Recyclable Material" means source-separated, commingled and/or pre-sorted materials delivered to the MRF/TS, consisting of the materials designated in the attached Contract Schedules, or other materials

which the Parties by mutual agreement may designate as Recyclable Material from time to time; provided, however, the materials are not contaminated Recyclable Material.

"Regional Recycling System" means the Single-Stream recycling program managed and operated by both the City of Milwaukee and Waukesha County.

"Rejected Material" means that portion of the Recyclable Material delivered to the MRF/TS that consists of material that is not identified-as meeting the delivery requirements specified in the attached Contract Schedules.

"Resident" means a person who maintains his or her place of permanent abode in the City of Milwaukee. Domiciliary intent is required to establish that a person is maintaining his or her place of permanent abode in the City. Mere ownership of real property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitations, the location where a person votes, pays personal income taxes, or obtains a driver's license.

"Residual Material" means the un-recycled portion of material that results after passing through the recycling process.

"Rolling Stock" means any machinery that is self-propelled, mobile or portable, including but not limited to compactors, semi-tractors, semi-trailers, forklifts, front-end loaders, and any other mobile equipment.

"Schedule" means an exhibit attached hereto and incorporated in this Contract, unless otherwise expressly indicated by the terms of this Contract.

"Scope of Services" means proposal response as defined in Attachment A.

"Single-Stream" (also known as "fully commingled" or "single-sort") means a system in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the depositor into separate commodities. Both the collection and processing systems are designed to handle this fully commingled mixture of recyclables, with recyclable materials being separated at a MRF or delivered to the Transfer Station. The list of the required materials that are included in the commingled mixture of recyclable material is defined in General Provisions paragraph D. (Materials to be Processed).

"Small Business Enterprise" (SBE) means a small business that is 51% owned, operated, and controlled by one or more individuals who are a minority, woman, and/or a small business owner (who are at an "economic disadvantage"). The individuals must have day-to-day operational and managerial control and interest in capital, financial risks and earnings commensurate with the percentage of their ownership.

"Solid Waste" means all solid materials or substances generally discarded or rejected as being spent, useless, worthless, or valueless to the owners at the time of discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, demolition and other construction debris; excluding Hazardous Waste and Infectious Waste.

"Start-up Date" means 12:01 a.m. on the Day which the Contractor specifies on the notice to the Entity referred to as the first Day on which the Facility is capable of Processing Recyclable Material.

"State" means the State of Wisconsin and all of its appropriate administrative, contracting and regulatory agencies and offices.

"Stationary Equipment" means large non-mobile equipment used for separating and processing Recyclable Material at a MRF. Stationary Equipment includes equipment and its supporting structure and electrical controls such as conveyors, various material separation devices on the sort line, balers, storage bins and bunkers. Stationary Equipment is exclusive of Rolling Stock.

"Sub-contractor" means the individual, firm, partnership, or corporation to whom the Contractor, with the written consent of the Entity, sublets, assigns, or otherwise disposes of any part of the work covered by the Contract documents.

"Surety" means the approved Surety Corporation licensed to do business in the State of Wisconsin bound with and for the Contractor to insure acceptable performance of the Contract and for payment of all obligations under the Contract.

"System" means the Single-Stream processing line and associated appurtenances to be furnished and installed by the Contractor at the Facility to Process Recyclable Materials into Recovered Materials and to compact and transfer Solid Waste.

"Third Party" means a municipality or private sector recycling service provider other than the City of Milwaukee or its authorized haulers and the contracted service providers for municipalities participating in the Waukesha County recycling program.

"Third Party Recyclable Material" means recyclable tonnage originating from any Third Party as defined above.

"Ton" means a short ton of two thousand (2,000) pounds.

"TPD" means Tons per Day.

"TPY" means Tons per Billing Year.

"Transfer Station" means a site owned by the City or the County where Recyclable Material is delivered through the City or the County recyclable collection programs, and subsequently compacted in a large semitrailer and hauled to another site for processing.

"Technical Proposal**"** means proposal response as defined in Attachment B.

"Uncontrollable Circumstance" means a force majeure event, such as: natural disaster, flood, fire, riot, explosion, war, or decrees of governmental bodies that cause the performance of any part of this Contract by Contractor to be delayed or rendered impossible.

"Unemployed or Underemployed" means a Resident that has worked less than 1,200 hours in the preceding 12 months or has not worked in the preceding 30 days or, regardless of employment status, has household income at or below the federal poverty guidelines as adjusted by the Wisconsin Department of Public Instruction to define eligibility for reduced lunch in public schools. A Resident will continue to qualify as unemployed or underemployed for five years from the date he or she first participates in a Contract under Chapter 309 of the Milwaukee Code of Ordinances. If a Resident becomes an apprentice for a Contractor or becomes a participant in an on-the-job training program as determined by the City

immediately after or in the course of performing on a particular construction Contract, he or she shall continue to qualify as unemployed or underemployed for a period not exceeding five years from the date the person became an apprentice or participant in such on-the-job training program.

"Week" means a period commencing Sunday at 12:01 a.m. and ending at midnight on the following Saturday.

"Work" means the design, construction, Acceptance Testing, and operation of the Facility by the Contractor in accordance with the Contract.

"Worker Hours" means the total hours worked on a Contract by skilled and unskilled workers, whether those workers are employed by the Contractor or any Sub-contractor. In determining the total worker hours to be furnished at a construction site, the number of hours devoted to all tasks customarily performed on a construction site shall be included, whether or not such tasks are performed on the construction site. "Worker Hours" includes work performed by persons filling apprenticeships and participating in on-the-job training programs and excludes the number of hours of work performed by all non-Wisconsin residents.

XI. EVALUATION OF PROPOSALS

Proposals shall be clear and concise and prepared in conformance with the format provided in Attachment B (Detailed Submittal Requirements). Proposals that exclude or inadequately address any of the required information in the required format may be rejected.

Contractors agree, through submission of their proposal, to hold open their proposal 150 days after the proposals have been received and opened.

Contractors must be qualified and capable of providing technically, environmentally and financially sound transportation, processing and marketing operation of Single-Stream recyclables with experienced management and Key Personnel. The strength and experience of the Contractor in these areas will be an important element in the selection process of the successful Contractor.

Proposals will be evaluated based on the required criteria listed below in this section and Attachment B (Detailed Submittal Requirements).

The Entity reserves the right to ask for additional information and clarification from or about any or all of the Contractors and their respective proposals.

A. PROPOSAL ELIMINATION CRITERIA

Proposals may be excluded from further consideration in the event of any of the following circumstances:

1. Proposal submitted after deadline;
2. Incomplete proposal/missing significant information requested in the RFP;
3. Non-attendance at the pre-proposal conference;

4. Fewer than five years in business providing the type of services requested in this RFP; or
5. Inappropriate contacts to the City of Milwaukee, Waukesha County, their employees, consultants or representatives regarding this RFP.

B. EVALUATION CRITERIA

Proposals not excluded through the Proposal Elimination Criteria above will then receive a separate and more comprehensive evaluation in accordance with the criteria below and the descriptions in the following sections. The Entity intends to make an award to the responsive, responsible Contractor who complies with the requirements and scores the highest total on the evaluation criteria as it pertains to the overall needs of the Entity.

1. Financial Capability (pre-requisite)

   Note: The information provided in Forms D-8 (and sub-forms) will be used for determination.
2. Experience and Strength of Operations - 25%
3. Technical - 25%
4. Project Cost (Evaluated separately from the Financial Capability, Experience/Strength of Operations and Technical proposal criteria) - 50%

B.1 Financial Capability Criteria

In order for the Entity to move forward with confidence in developing a Regional Recycling System for Processing and Marketing of Single-Stream Recyclables, the Contractor must demonstrate its financial capability to successfully undertake the requirements contained in this RFP. This Financial Capability pre-requisite is independent of the Contractor's cost proposal. The Entity requires that all proposed Contractors will need to pass a Financial Capability pre-requisite before moving on to a full review of their Technical Proposals. Those proposals which fail to pass the Financial Capability pre-requisite will be excluded from further consideration.

The information described below shall be submitted for the Contractor entity with which the public Entity will be contracting. Any material guarantees or other support arrangements through a related party to the Contractor entity which strengthens the contractual commitments to the Entity should be described and detailed in the proposal. Please see section B.1.1 #4 below.

Financial capability will be evaluated according to criteria below:

1. The strength of the Contractor entity's financial position as indicated by audited financial statements for the most recently completed fiscal year. This assessment will

include liquidity, debt, net equity, and other factors. Related party support arrangements will be considered.

2. The five-year profit performance of the Contractor entity as indicated by its most recent five years of audited financial statements. Additional years of financial statements may be submitted to support the financial performance of the Contractor entity.

B.1.1 Financial Capability

The following documentation is required:

1. Audited Financial Statements for each of the Contractor's last five fiscal years or for the years that the Contractor has been in business if less than five years. This documentation includes the financial statements, audit opinion, notes to the financial statements, auditor's management letter and any other produced audit work products.

If the 'balance sheet' date of the most recently audited Financial Statements provided is prior to December 31, 2012, the Contractor must also provide **Interim Financial Statements** consisting at a minimum of a Balance Sheet and Income Statement for the period beginning with the balance sheet date of the most recently audited financial statements **through June 30, 2013 or later.**

2. Statement of Subsequent Events Certification by the Contractor's Chief Financial Officer disclosing the occurrence or non-occurrence of any material events subsequent to the release of the most recently audited financial statements that could adversely impact the financial position of the Contractor entity or its related parent/supporting entity is required. Such events would include a current or anticipated bankruptcy filing, the assumption of material additional debt obligations, debt or credit rating downgrade, payment or technical default of a debt indenture agreement, material write down or write-off of company assets, etc. Should such material events occur, additional information may be required by the Entity.

3. Confirmation Letter from the Contractor's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of July 31, 2013 or later.

4. Statement of Related Party Support Arrangements If a parent company or other related party is guaranteeing, securing, or otherwise supporting the continuous financial and operational performance of the Contractor throughout the term of this recycling Contract, such arrangements should be fully documented. The purpose of the support arrangement, the extent or scope of the support and the method(s) utilized to provide the desired support should be explained. **In this case, the related party's financial information is also required consistent with section B.1.1**.

NOTE: If the Contractor is **a subsidiary** of a parent company, then the subsidiary company's financial information must be provided consistent with this section B.1.1. If any proposal is submitted by a **Joint Venture**, the specific financial information detailed in this section B.1.1 is required from each corporate venturer. For individual venturers, financial information regarding the individual venturer(s) may be required and will be identified and communicated to the proposer within five business days of the proposal submittal due date. **Major subcontractors** may be required to submit financial information dependent on the Entity's subsequent analysis of each subcontractor's financial and operational responsibilities. Any such financial information requirements for subcontractors will be identified and communicated to the proposer within five business days following the proposal submittal due date.

B.2 Experience and Strength of Operations Criteria

The Entity will consider the experience of the Contractor and the strength of the Contractor's operations. All proposals will be evaluated by criteria that will include, but are not limited to:

1. Completeness of proposal in addressing the RFP requirements;
2. Demonstrated strength and experience in processing and marketing Single-Stream recyclables;
3. Demonstrated experience providing contracted processing services to municipalities;
4. Previous experience in successfully designing and implementing transition plans from existing operations as required for program change-over;
5. Experience in working with public agencies in the design, implementation and operation of recycling processing services targeted at high recycling participation and diversion;
6. Demonstrated commitment to customer service excellence and effective communication, both internal and external to the organization;
7. Demonstrated commitment to high performance and quality management;
8. Management knowledge and methods to deliver on performance requirements;
9. Demonstrated expertise in using data management systems to assure accurate data collection, analysis, and regular reporting to the public agency; and
10. Recommendations and references. The Contractor must provide at least three references for services it has provided within the past five years that are sufficiently related to the Entity's required services to have a direct bearing on the Contractor's qualifications and experience for this Contract. Each reference should include a contact name, organization, position, and contact information, along with a brief explanation of the services provided to the referenced organization.

B.3 Technical Criteria

The Entity will consider the technical aspects of the Contractor's services to determine if the Contractor can meet the Performance Standard and criteria on a long-term basis. All proposals will be evaluated according to criteria that will include, but are not limited to:

1. Capabilities and structure of project management team, experience of Facility manager and Key Personnel, and relationships between management team and corporate management;
2. Internal controls employed to promote operational and fiscal accountability and prevent fraud, waste, and abuse;
3. Assessment of proposed Facility and its potential to meet the Entity's requirements;
4. Extent and quality of prior Contractor team services similar to those being proposed by the Contractor;
5. Quality of proposed operations and maintenance plans for existing and/or proposed facilities;
6. Review of Contractor's detailed technical operations and Stationary Equipment plans to confirm the performance predictions as represented in the proposal;
7. Time required to develop a functioning system;
8. Ability to meet implementation schedule and the soundness of the plan for transition to operations as described in the proposal;
9. Ability and willingness to accept and market a broad range of materials for recycling;
10. Ability and willingness to accommodate educational and public tours of the processing and transfer facilities;
11. Commitment to public promotion and education;
12. Commitment to equal employment opportunity; and
13. Commitment to employee and public safety.

B.4 Cost Proposal Criteria

Submit the "Cost Proposal" and associated electronic copy (via CD) in a separate sealed envelope from the "Technical Proposal".

In evaluating Cost Proposals submitted by Contractors, the Entity will compile and analyze the financial and performance inputs provided in each Cost Proposal separate from the Technical Proposals. A financial analysis for each Cost Proposal will be completed covering the full term of service (assuming 15 years) with the aid of net present value evaluations. The Entity will consider the Contractor's proposed costs and revenue sharing associated with providing the services requested along with balance of system costs and external costs in determining which Contractor best meets the financial needs of the City and County. Proposals will be evaluated by criteria including, but not limited to:

1. Verification that the proposed costs are consistent with the activities described in the Technical Proposal and the Contractor's operations and maintenance plans;
2. Capital Cost Proposal for MRF/TS development including proposed new MRF/TS equipment, and building upgrades (if any);
3. Credit/Cost for existing City and County MRF Stationary Equipment and scrap;
4. Transportation costs per ton to transfer recyclable material;
5. Proposed revenue sharing arrangements and costs (if any);
6. Appropriateness of the basis for unit cost escalation if different than the Consumer Price Index (CPI) identified in the Cost Proposal forms; and
7. Financial sensitivity to changes in revenue projections.
8. Optional (not required) financial contribution to capital costs.

By submission of a proposal, the Contractor is required to certify, as to its contracting entity, that in connection with this proposal:

1. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any other Contractor or with any competitor; and

2. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to award directly or indirectly to any other Contractor or to any competitor.

XII. INTERVIEWS/ORAL PRESENTATION

Based on the technical scoring criteria described above (B.2. and B.3.), a Technical Evaluation Panel will make a list of qualified Contractors who may be formally interviewed as part of the final selection, as deemed necessary by the Entity. Specifically, the Entity requests that the Contractor's Project Manager lead the presentation and that actual members of the project team (including any Sub-contractors) participate in the formal presentation/interview.

Interviews/Oral Presentations from qualified Contractors may consist of the following elements:

1. Discussion of the Contractor's approach to providing services for this Project based upon the Scope of Services described herein;
2. Overview of the Contractor's experience as related to the Scope of Services, including qualifications and experience of assigned staff; and
3. Addressing any questions or requests for clarification provided by the evaluation panel. **Note:** Cost proposals are not allowed to be discussed during this interview.

The Technical Evaluation Panel will schedule and arrange for the interviews as stated in Section II (Project Schedule) of the RFP. **Contractors must be available on the days noted – no exceptions.**

A separate Financial Evaluation Panel will review all submitted company financial information and score cost proposals independent of the above noted Technical Evaluation Panel. The Financial Evaluation Panel may contact the Contractor for clarification of any financial information submitted, request additional financial information, or require the Contractor to participate in an additional interview independent of the Technical Evaluation Panel, but on the same day. This interview may consist of discussion of any financial information, including the cost proposals. It is recommended Contractors schedule accordingly to allow for the above noted interview process.

XIII. ADDITIONAL INFORMATION AND AWARD PROCESS

The Entity reserves the right to check all available references and consider responses received in determining the award.

The Entity reserves the right to conduct on-site visits of proposed facilities and perform investigations as may be deemed necessary to assure performance of the Contract and to verify the accuracy of the contents of proposals.

Based on the top cumulative scores in the above noted scoring process, the Technical Evaluation Panel and the Financial Evaluation Panels will jointly prepare a recommendation of award to the City of Milwaukee and Waukesha County. The selected Contractor should be prepared to begin contract negotiations. The scope, terms and conditions of the Contract shall be similar to the terms, conditions and specifications described in this RFP. The award of final contracts is subject to approval by the City of Milwaukee Common Council and the Waukesha County Board of Supervisors.

XIV. CONTRACT TERM

While the City and County will jointly operate this project, each will enter into one or more separate contracts with the successful Contractor for implementing the selected option. The result will be separate but similar contracts with the Contractor for a term of ten (10) years with a five (5)-year renewal term at the Entity's sole discretion. Both City and County contracts will be based on the same pricing, as negotiated through this RFP process. However, City and County contracts will contain different provisions relating to services provided to each community, such as transportation of recyclables or building modifications. The City contract shall contain the additional provisions noted in Attachment F.

XV. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the Technical and Cost Proposal of the successful Contractor will become contractual obligations with the proposals attached by reference to the final Contract documents subject to any subsequent mutually agreed upon changes. Failure of the successful Contractor to accept these obligations will result in cancellation of the award.

XVI. RIGHT TO REJECTION OF PROPOSALS

The City and County reserve the right to reject all proposals.

XVII. PUBLIC RECORDS LAW

Public Records: All proposals and materials contained therein are subject to the State of Wisconsin Public Records Law (Wis. Stat. sec. 19.31-19.39) and, after Contract award, may be viewed by any member of the public, subject to any applicable statutory exceptions limiting access to such information. If you should indicate that your proposal or portions thereof are confidential, describe the applicability of a statutory exception to the Public Records Law. Use Form C-5C of Attachment C if designating confidential material in your proposal. Entity reserves the right to make final determinations of confidentiality. In no event will price be deemed confidential.

ATTACHMENT A: SCOPE OF SERVICES

It is the intent of this document to outline a general description of the Project, the extent of services required, and the relationship of this Project to other work, and the agencies or other parties that will interact with the Contractor. The contents of this document are considered representative of the Project as a whole, but are by no means conclusive.

Proposed services must fit into at least one of the following options and be specified as such in the proposal:

Option A: Milwaukee MRF and Waukesha Transfer Station
Equip and operate the existing MRF building at 1401 W. Mt. Vernon Avenue, Milwaukee, Wisconsin 53233 to process Entity recyclables and convert and operate the existing Waukesha MRF to a Transfer Station at 220 S. Prairie Avenue, Waukesha, Wisconsin 53186 (Section II.A).

Option B: Dual Transfer from Milwaukee and Waukesha Transfer Stations to Existing Private MRF
Transfer and process Entity recyclables from the existing City and County locations and process at an existing private MRF (Section II.B).

Option C: Dual Transfer from Milwaukee and Waukesha Transfer Stations to a New Private MRF
Transfer and process Entity recyclables at a new MRF location (Section II.C).

I. GENERAL PROVISIONS

The following general provisions apply to services to be provided by the Contractor for **all three options** (Sections II.A., II.B., and II.C). Contractor may submit proposals for any of the three options. If Contractors are proposing more than one option, they must submit a separate Technical and Cost Proposal response for each option. It is important to note that the Cost Proposal shall not be included in the Technical Proposal submittal. As stated before, all Cost Proposals must be submitted in a separate sealed envelope from the Technical Proposals.

A. Compliance with Laws and Regulations

The Contractor shall, at its sole cost and expense, obtain and maintain throughout the term of the Contract all permits, licenses, and approvals necessary or required for it or its employees and agents including Sub-contractors, to perform work and services described in full compliance with laws and regulations.

B. Permitting

The Wisconsin Department of Natural Resources (WDNR) requires the MRF owner to complete a self-permitting process and WDNR staff completes a site inspection. It shall be the Contractor's obligation to obtain and secure all necessary permits for operation of the MRF. Local zoning permits may also be required for Facility changes and will be the responsibility of the Contractor to obtain approval.

C. Minimum Standards

Proposals for any of the three options must meet the following minimum technical standards:

1. Contractor shall give priority to Recyclable Material delivered by or on behalf of the Entity and track all tonnage in accordance with the following sections;
2. Delivery of recyclables from City and County must be accepted when delivered any time during business hours 7:00 a.m. to 4:00 p.m. weekdays. Additional hours may be negotiated. Contractor must have the ability to have flexible hours to accept Recyclable Material from the Entity;
3. Adequate tipping space must be provided such that no materials are stored outside;
4. Contractor must keep up with processing such that no material is stored in an unprocessed form more than five days;
5. Contractor must provide a backup processing plan to assure that materials will be processed or suitably stored during times of Stationary Equipment and Rolling Stock failure or other Facility downtime; and
6. Contractor shall remove the existing recyclable processing system Stationary Equipment at both MRFs and sell as used Stationary Equipment and/or scrap metal to offset the cost of the Project. Lists of current equipment of both County and City Stationary Equipment are attached (Attachment D: Cost Proposal Submittal Forms D-2 and D-3).

In addition, all Contractors must provide the following:

1. The implementation process and schedule for all steps required to complete a successful implementation, from the design to operation;
2. Specifications required for Stationary Equipment, Rolling Stock, and Facility modifications, including installation, service initiation, and maintenance plan which includes pricing and quotes; and
3. Transition plan from old to new processing systems.

D. Materials to be Processed

Assume Recyclable Material will be collected Single-Stream by the Entity using a curbside collection system. There will be a transition period for Waukesha County material as 25 community hauling contracts are switched to Single-Stream collection. The Contractor will be required to process all curbside and drop-off collected Recyclable Material delivered by the Entity, whether the material is delivered Single-Stream or full or partially separated by material. The Contractor shall be able to process the following Recyclable Materials Single-Stream:

1. Newspaper, magazines
2. Box/gray board including cereal, snack and tissue boxes, egg cartons, beverage carriers, paper roll cores
3. Office paper
4. Junk mail
5. Corrugated cardboard
6. Phone books and paperback books
7. Glass bottles and jars
8. All rigid plastic food and beverage and household cleaner containers
9. Aluminum food and beverage containers and foil
10. Steel food and beverage containers
11. Aseptic and gable-top cartons
12. Bulky rigid plastics
13. Metal pots and pans

E. Processing and Marketing

<u>Products and Product Quality</u>

The Contractor will be expected to be able to produce, at a minimum, the following salable products within the MRF providing processing services:

1. Old Corrugated Cardboard (OCC)
2. Old News Print (ONP)
3. Mixed Paper (MP)
4. Mixed glass
5. #1 PET bottles and #1 PET thermoforms, combined or separate
6. #2 natural HDPE bottles
7. #2 colored HDPE bottles
8. #2, #4, and #5 mixed plastics (tubs and lids – olefin containers)
9. Bulky rigid plastics
10. UBC aluminum and/or all food and beverage aluminum
11. Steel cans
12. #52 cartons
13. Scrap metal (sheet iron)

The actual products produced and marketed may be adjusted according to market conditions to provide the Entity with the best product value.

The Contractor is encouraged to accept and recycle additional materials, where this can result in reducing the waste disposed by Entity communities. Any materials that are part of the above products for the sake of this document are Recoverable Material.

F. Throughput Requirements

This RFP requires that the Contractor is able to process all materials delivered by the Entity.

Delivery volumes are estimated as follows; however, there is no guaranteed volume:

1. County current dual-stream volume is 22,000 tons/year with an anticipated growth from conversion to Single-Stream of 25%. The projected volume is 27,500 tons per year.
2. City current Single-Stream volume is 23,800 tons/year with an anticipated growth of 14%. The projected volume is 27,100 tons/year.
3. The estimated combined volume from the City and the County is 54,600 tons/year not including any Third Party tonnage. For purposes of this RFP, the Contractor must be able to process a minimum of 35 tons/hour or 60,000 tons/year in one 8-hour shift, not including Third Party tonnage. Performance testing will be required as a component of a final contract.

G. Hours of Operation

Currently, collection vehicles from both the City and the County tip loads Monday – Friday from 7:00 a.m. to 4:00 p.m.

The hours of operation at any Transfer Station or MRF operated by the Contractor will need to remain flexible and open to negotiation throughout the life of the Contract. Hours in the future may be amended as curbside collection times for the participating communities may change.

H. Record Keeping and Internal Controls

The Contractor shall propose and implement internal controls to prevent waste, fraud, and abuse, and to accurately account for the processing, sale, or disposal of all material delivered to the Facility by the County and the City recycling programs. Internal controls may include, but are not limited to, staff training; security systems and cameras; multiple employee's assigned record keeping duties and tracking incoming and outgoing tonnage; scale calibration; regular bale inventories; cross-compliance monitoring; and mass balance analysis of material.

Any proposed internal controls are subject to negotiation and approval by the Entity as part of any future contract. The Entity shall have access to all records involving the Facility operation, including the transfer and processing of its material. The Entity shall also have access to all records regarding any Recyclable Material from other sources that moves through a Facility owned by the Entity (e.g. Third Party Recyclable Material). All inbound and outbound load weights shall be recorded. All market sales weights, pricing, rejects and payments shall be recorded. All Residual Material shall be weighed and recorded. All records shall be open to review at any time by the Entity.

I. Receipt of Recyclable Material; Rejection Rights

Recyclables Material Delivery - The Entity shall cause to be delivered to the Facility Recyclable Material for each operating year in accordance with the terms of this Contract. NO AMOUNT OF RECYCLABLE MATERIAL IS GUARANTEED.

Priority - The Contractor shall give priority to Recyclable Material delivered by or on behalf of the Entity. The Contractor must provide a backup processing plan to assure that materials will be processed or suitably stored during times of Stationary Equipment failure or other Facility downtime.

Rejection of Deliveries - The Contractor may reject deliveries of: (i) Recyclable Material delivered at hours other than the receiving time; (ii) Recyclable Material which the Facility is unable to accept or process as a result of an Uncontrollable Circumstance; (iii) Hazardous Waste or Infectious Waste; and (iv) Non-Recyclable Material. Unless otherwise required by applicable permits or federal, state, and local laws, ordinances, rules or regulations, the Contractor shall only exercise its right of rejection of an entire load in a reasonable and equitable manner, under the terms and procedures set forth in the Operation and Maintenance Plan, which shall include appropriate prior written warnings and which shall not be capricious or arbitrary. Warnings are to be provided directly to firms, municipalities, or other organizations delivering materials, with a copy to either the City or County wherever the load originated. Contractor shall notify the City or County within two hours of any such rejection, stating the date and the time of rejection, the hauler's name, and the reason for rejection.

J. Inadvertent Deliveries of Non-Recyclable Waste

1. The Entity shall use reasonable efforts to cause only Recyclable Material to be delivered to the Facility and to minimize the quantities of Non-Recyclable Material or Contaminated Recyclable Material included therein. However, deliveries inadvertently containing items other than non-contaminated Recyclable Material, which occur despite such efforts, shall not constitute a breach of the Entity's obligation.

2. Non-Recyclable Material or Contaminated Recyclable Material which is delivered to the Facility may be rejected by the Contractor if the load contains greater than 20 percent by weight of Non-Recyclable Material or Contaminated Recyclable Material. The Contractor shall have the authority to require the hauler at the hauler expense, to remove the Non-Recyclable Material or Contaminated Recyclable Material. The Contractor shall provide for the removal and disposal of all such Non-Recyclable Material or Contaminated Recyclable Material which is rejected, and the amount of such Non-Recyclable Material or Contaminated Recyclable Material shall not be credited towards the Processing Guarantee. The Entity and the Contractor may develop a mutually agreeable procedure for Processing rather than rejecting loads with greater than 20 percent by weight of Non-Recyclable Material or Contaminated Recyclable Material.

3. The Contractor shall not permit separate sorting or scavenging of Recyclable Material or Contaminated Recyclable Material at the Facility by any other Person.

4. If any Solid Waste is delivered to the MRF/TS which in the reasonable judgment of the Contractor (a) may present a substantial endangerment to public or employee health or safety, or (b) will materially and adversely affect the operation of the Facility, then the Contractor may consider such Solid Waste to be Non-Recyclable Material. If Solid Waste is delivered to the Facility and is deemed Non-Recyclable Material by the Contractor solely under the terms of the preceding sentence, the Contractor shall promptly so notify the City or County wherein the load originated and the Contractor shall immediately remove and dispose of such Solid Waste at the Contractor's expense.

5. Nothing in this Contract shall be construed to mean that the inadvertent receipt of Non-Recyclable Material, Hazardous Waste or Infectious Waste at the Facility creates on the part of the Entity or the Contractor any ownership interest in, or confers on the Entity or the Contractor any title to, such Non-Recyclable Material or Hazardous Waste or Infectious Waste.

K. Removal and Disposal of Non-Recyclable Material

The Contractor shall provide for the disposal of Non-Recyclable Material, Rejected Material, and Residual Material which is not Recyclable Material, and for the disposal or proper storage of Non-Marketable Recovered Materials during start-up, Acceptance Testing and operation of the Facility and shall continue to provide for the disposal or storage throughout the term of the Contract. The Contractor shall be responsible for hauling Rejected Material, Non-Marketable Recovered Materials, Non-Recyclable Material and Residual Material for disposal or storage. The Contractor shall use all reasonable efforts to remove these materials consistent with reasonable operating procedures and shall remove and dispose of all waste materials consistent with all federal, state, and local laws. The Contractor shall be responsible for on-site storage and loading for removal of all waste materials and Recovered Materials from the MRF to solid waste disposal facilities or markets.

L. Storage

Recyclable Material, Non-Recyclable Material, Hazardous Waste, Infectious Waste, Recovered Materials, or Rejected Material shall be stored in areas at the Facility designated for that purpose in accordance with all applicable permits and federal, state, and local laws, ordinances, rules, or regulations. There shall be no outside storage of Processed or unprocessed materials, unless authorized by the Entity.

M. Hazardous and Infectious Waste

1. Prevention of Delivery. The Entity shall use reasonable efforts to prevent and avoid the delivery to the Facility of Hazardous Waste or Infectious Waste.

2. Prevention of Acceptance. The Contractor shall use reasonable efforts to avoid the deposit or acceptance of Hazardous Waste or Infectious Waste at the Facility.

3. Removal, Transport, and Disposal. If Hazardous Waste or Infectious Waste is delivered to the Facility, such Hazardous Waste or Infectious Waste shall be contained, set aside, isolated, and maintained separately by the Contractor from all other materials in the Facility, and the Entity shall be immediately notified of the location, general character, and amount of such material. The Contractor shall promptly remove or cause to be removed, such Hazardous Waste or Infectious Waste from the Facility and shall transport and dispose of, or shall provide for the transport and disposal of, such material in accordance with applicable local, state, and federal law, at a duly licensed and permitted Hazardous Waste or Infectious Waste disposal facility.

4. Expenses. All Direct Costs incurred by the Contractor for Hazardous Waste or Infectious Waste containment, removal, cleanup, and disposal that occurs as a result of actions of the Entity or material delivered by the Entity shall be Pass Through Costs, to the extent of Cost Substantiation, excluding profit. The Contractor shall use reasonable efforts to identify the source of the Hazardous Waste or Infectious Waste by noting the load on which the subject wastes were delivered. The Contractor will cooperate with the Entity in any attempts for cost recovery from the party(ies) responsible for delivering the Hazardous or Infectious Wastes.

N. Composition Analyses of Incoming Loads

At the Contractor's expense, a minimum of once per year as designated by the Entity, the Contractor shall perform a composition analysis of incoming loads to establish average percent by weight of all Recyclable and Non-Recyclable Material as received. The Contractor shall provide the Entity with a written proposed protocol for this analysis within three months after this Contract is executed. The Entity will approve or amend the proposed protocol prior to performance of the composition analysis. Such initial approval does not negate the Entity's right to amend the protocol, nor does it prohibit the Contractor from proposing an amended protocol, prior to successive composition analyses. An acceptable reference for this protocol is the following standard: *ASTM D5231 - 92(2008) Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste*. The Entity may observe the composition analysis process.

The Entity's intent for this composition analysis is to estimate the quality and percent composition of the incoming material (including Non-Recyclable Materials) so as to help analyze the effectiveness of both public education and Facility Contractor performance. The Contractor must collaborate with Entity to ensure that sample sources are as representative of City and County material as possible. At a minimum, the Contractor's protocol shall provide for the following methods to be described in detail:

1. Number of loads, tonnage, and streams to be sampled;
2. Methods of keeping samples for the composition analyses separate from other, regular incoming materials, and outbound commodities;
3. Specific sorting guidelines as to how each commodity (including Non-Recyclable Materials) shall be defined for purposes of the sorting and analysis;
4. Methods of separating each material into their respective outbound commodity product categories such that the sampled material is as representative as possible of regular, full operations, and product quality;
5. Methods of weighing each commodity;
6. Methods of recording raw data of weights;
7. Methods of analysis of raw data, including statistical significance of averages based on number of samples proposed;
8. Minimum advanced notice to the Entity of date and time of each composition analysis; and
9. Guaranteed turnaround time on the report back to the Entity of findings, results, and analysis of each composition analysis.

O. Residual Material

The Contractor shall achieve a high level of recovery from the stream of Recyclable Materials delivered. The MRF must operate with a minimum recovery of the materials that can be included in the above products identified in Section I-E. of 98.5%. That means that Residual Materials

from the Facility cannot contain more than 1.5% of the designated Recoverable Materials in the delivered stream.

Residual Materials shall be sampled (minimum 200 lb. sample) and sorted for Recovered Materials at least once per month at the Contractor's expense to ascertain the percentage of each Recyclable Material within the Residual Materials. Each sort shall be documented and results reported to Entity within one week of sort. At least one week in advance of the sort, the Entity shall be invited to send a representative to observe sampling and sorting. Details are outlined in Attachment E, Sample Contract.

If the Entity is not provided with adequate proof that the required recovery rate is being met, the Entity may order on demand testing to verify if the recovery rate meets or exceeds the rate specified above. Cost of testing shall be split 50-50 between the Entity and the Contractor and if test results do not meet the standard, testing will continue at Contractor's sole cost until the required recovery rate is met.

P. Quality of Processing – Bale Audit

Commodity bale audits are intended to collect primary data on the composition of processed, ready to be baled, or baled (if bunkers cannot be accessed) material collected from the Entity's curbside recycling collection programs. The audits will occur at least once per year at the Contractor's expense to be conducted at the MRF at a time of mutual convenience. Additional sampling events may occur at the request of the Entity. Sampling requests, in addition to the annual bale audit, may not exceed more than one each quarter.

1. The Contractor has overall responsibility for:
    a. Providing appropriate space in the Facility for the bale audit, not less than a 20' x 20' area in an out-of-the-way area with low traffic flow and adequate lighting and ventilation;
    b. Assisting the audit contractor in obtaining sample material from bunkers and/or cages where necessary;
    c. Coordinating communications between the audit contractor and on-site staff, Contractors and other affected parties;
    d. Cooperating and ensuring the cooperation of the Contractor's staff where applicable, with the audit contractor to ensure their responsibilities are met, including:
        a. The maximum range of materials is available for sampling on the day of the audit;
        b. The audit is performed when the Facility is operating at normal capacity under normal operating conditions (i.e. with the usual number of staff on the lines and the equipment operating properly);
        c. Times where Third Party material is being Processed are avoided; and
        d. Determination of what materials (if any) are received from Industrial, Commercial, and Institutional (IC&I) sources as these materials are not to be sorted and measured.
    e. Contractor should expect the audit contractor to spend a minimum of one day, up to a maximum of two days, sampling at a Facility.

2. All audits shall be completed by September 30th of each year and data submitted to the Entity within three working Days thereafter, unless Contractor proposes and Entity approves an alternate schedule.
3. Product Sampling Considerations: Samples will be taken from Recovered Materials that are either ready to be baled or ready to be shipped loose. Audit results will be compared to commodity specifications for the marketed materials, such as those listed below. If any variances from commodity specifications are shown to be affecting marketability of the material, the Contractor is obligated to prepare and implement an action plan to address the issue, unless otherwise waived by the Entity.

    a. Old Corrugated Cardboard (OCC)
    b. Old News Print (ONP #8 or #6)
    c. Mixed paper (MP)
    d. Mixed glass
    e. #1 PET bottles and #! PET thermoforms, combined or separate
    f. #2 natural HDPE bottles
    g. #2 colored HDPE bottles
    h. #2 ,#4, and #5 mixed plastics (tubs and lids – olefin containers)
    i. Bulky rigid plastics
    j. UBC aluminum and/or all food and beverage aluminum
    k. Steel cans
    l. #52 carton
    m. Scrap metal (sheet iron)

Q. Reporting and Invoicing

The Contractor will provide the following reports in a format and layout approved by the Entity:

1. Daily report of scale weight tickets for each incoming City of Milwaukee and Waukesha County load, showing, at a minimum, the chronological ticket number, date, time scaled in and out, hauler's name, truck number, type of material received , and weight of material (with visible gross, tare, and net pounds) in pounds and tons;
2. Monthly, and annual reports showing the tabulation of the same data as above;
3. Monthly and annual reports on end-products shipped and revenue by type (e.g. ONP), the receiving market number of bales, weight of material, and overall residue rate; and
4. Monthly calculations, with supporting data (e.g. market indices documentation) as required for any revenue sharing arrangement formulas (e.g. calculation of a weighted average commodity revenue).

All invoices shall be based on the above-noted reports.

R. Educational Fund, Facilities and Tours

Since public education on residential recycling is critical to a successful recycling program, the Contractor will be an active participant in the recycling education programs for the Entity. At a minimum, the Contractor is required to:

1. Contribute $2 per ton of Entity material processed to a separate non-lapsing "Recycling Education Fund" for the purpose of funding recycling education programs at the sole discretion of the Entity; and

2. Provide the opportunity for safe on-site tours through the Materials Recycling Facility for students and adults to learn about the recycling process and the various technologies involved in each step in the processing of recyclables. Viewing from catwalks is desirable.

Contractors are encouraged to propose other recycling education opportunities in their proposals, such as providing on-site classrooms, video connections to the various processing stages, and educational material development and distribution. The Entity reserves the right to negotiate with the Contractor on Facility modifications, Stationary Equipment, and other methods to improve recycling educational opportunities. Under Option A in particular, through the Technical Proposal, Contractors are encouraged to propose improvements to the existing Milwaukee MRF education room and a catwalk connection to the processing line (see Attachment C, Form C-4I).

S. Site Security / Shared Use of City MRF Site

The Contactor is responsible for the security of any and all MRF and Transfer Station buildings and scale houses. Doors and gates will remain locked during non-working hours, and the Contractor will take all necessary steps to maintain site security.

The west end of the existing Milwaukee site will continue to be used by the City of Milwaukee for parking and fueling of its vehicles. The City will be responsible for site security for that portion of the site.

T. Marketing Plan

The Contractor will be responsible for preparing a draft marketing strategy for material from the Entity. The marketing strategy shall include the Contractor's activity in marketing materials over the past two years, with a description of marketing history from Contractor facilities. The Contractor is encouraged to secure local markets for processed materials. The Contractor will cooperate with Entity-initiated and Entity-managed efforts to develop materials markets. The marketing plan shall be included as part of the Technical Proposal, following the details outlined in Attachment B, Section 4.

U. Worker Safety

The Contractor shall institute measures necessary to ensure that a safe working environment is provided for all employees working at the Facility and comply with all OSHA requirements including those for hand sorting or recyclables at MRFs. All employees involved in MRF operations shall be sufficiently trained in the Facility's safety procedures, which should include but are not limited to hazard recognition, lock-out/tag-out, safe vehicle operation, and duties and procedures to follow in the event of a fire, natural disaster, or other contingency. All workers shall be issued adequate personal protective equipment to perform their daily assignments safely. This may include, but is not limited to, work gloves of appropriate material and construction, safety glasses, safety shoes or protective eye goggles, and earplugs or other approved hearing protection.

The Entity will have the right to inspect the MRF/TS at any time during Operating Hours to verify compliance with the provisions of this subsection.

II. TECHNICAL SPECIFICATIONS – OPTION SPECIFIC

The following technical specifications are intended to define recycling services and facilities to be provided by the Contractor to the Entity. The rules for payment, enforcement, penalties and adjustments will all be covered in the attached Sample Contract (Attachment E). The technical specifications set performance standards for processing and define other components that the Contractor must provide for

each of the three specific options (A, B or C).

A. OPTION A: MILWAUKEE MRF AND WAUKESHA TRANSFER STATION

1. Project Overview

Proposals for Option A will provide a solution for a Milwaukee Single-Stream MRF and Waukesha County Transfer Station. Proposals shall outline the Contractor's ability to replace the existing Milwaukee dual-stream processing system with a Single-Stream processing system to accept residential recycling material from the City of Milwaukee and convert the Waukesha County MRF into a Transfer Station and deliver material to the Milwaukee Single-Stream Facility for processing. Both Facilities will be operated by the Contractor, but publicly owned by the Entity. Proposals for this option shall follow all requirements outlined in Section I, General Provisions, of this Attachment A and this Section II.A.

Contractor shall be responsible for final design, construction, documents, approvals, and permitting, as well as soliciting proposals/bids for the construction of the site and building improvements.

Contractor or Entity may propose processing recyclables from Third Party sources at the Milwaukee MRF under this option, which shall be subject to negotiation. The City of Wauwatosa has expressed interest in participating, but no guarantee is implied.

2. Designated Facilities/Tipping of Recyclable Material

Recyclable Materials from the 25 Waukesha County communities will be tipped at the Waukesha County Transfer Station site at 220 South Prairie Avenue, Waukesha, Wisconsin 53186 and transferred by the Contractor to the Milwaukee MRF. Recyclable Materials collected from the City of Milwaukee's curbside program and Waukesha County's Transfer Station will be tipped at the Milwaukee MRF site at 1401 West Mt. Vernon Avenue, Milwaukee, Wisconsin 53233.

3. Capital

The Entity will fund identified and agreed upon capital costs for the Stationary Equipment for recyclable processing at the Milwaukee MRF and certain building and grounds improvements as described below. The Contractor will be responsible for proposing all of the Stationary Equipment needed to process the specified Recyclable Materials as outlined in the General Provisions section of this Attachment. The Contractor is encouraged, but not required, to identify any financial contribution to the capital costs for new equipment needed to process the specified Recyclable Materials as outlined in the General Provisions section of Attachment A.
The Contractor will fund the capital for and maintain ownership of all Rolling Stock associated with the Waukesha County Transfer Station and the Milwaukee MRF. Rolling Stock includes, but is not limited to, compactors, semi-tractors, semi-trailers, forklifts, front-end loaders, and any other mobile equipment.

4. Facility Improvements

Option A: Milwaukee MRF and Waukesha County Transfer Station
Who Performs the Work – Who Pays for the Work:
Work Performed by City, Paid for by City
• New Milwaukee MRF building roof (Estimated completion in fall of 2013); • New fire suppression system in Milwaukee MRF; • Restoration of the seawall along Menomonee River along the south side of the Milwaukee MRF; • Repaving around the Milwaukee MRF; • Replacing the chain link fence around the Milwaukee MRF; • Remove obsolete signage on the fence and install new signage identifying the Facility and its function around the Milwaukee MRF; and • Initial cleaning and painting inside Milwaukee MRF building structure (coordinate with the Contractor's removal of existing, obsolete Stationary Equipment).
Work Performed by County, Paid for by County
• Repair Waukesha County Transfer Station scale.
Work Performed by Contractor, Paid for by City
• Replace damaged wall covering metal at Milwaukee MRF to provide an attractive and weather-tight building enclosure; • Replace all doors to be used in the Milwaukee MRF operation. Doors not used in MRF operation can be replaced with a reasonable structure and siding, or replaced with new weather-tight doors; • Remove all existing and obsolete Milwaukee MRF Stationary Equipment from Facility and sell as used Stationary Equipment and/or scrap metal to offset the total cost of the Project. A list of all the current equipment within the Milwaukee MRF is outlined in Attachment D, form D-2; • Coordination with the City on cleaning and painting internal building structure after removal of existing Stationary Equipment; and • Improve or replace electrical, lighting, plumbing, drainage, communications, HVAC, and structural upgrades to Milwaukee MRF.
Work Performed by Contractor, Paid for by County
• The Contractor will propose and implement Waukesha Transfer Station design/build requirements and the County will provide all mutually agreed upon Transfer Station design/build costs, not including Rolling Stock; • Remove all existing and obsolete MRF Stationary Equipment from the Waukesha Facility and sell as used equipment and/or scrap metal to offset the total cost of the Project. A list of all the current Stationary Equipment within the Waukesha County MRF is outlined in Attachment D, form D-3; and • Perform all identified and agreed upon site modifications and Facility repairs to convert the existing County MRF to a Transfer Station.

Work Performed by Contractor, Paid for by City and County (Entity)
• The Contractor will propose and implement the Milwaukee Single-Stream MRF Stationary Equipment design/build requirements and the City and County will each provide 50 percent of all mutually agreed upon Single-Stream MRF Stationary Equipment design/build costs; • Resurface tipping floor at Milwaukee MRF; and • Construct the conveyor pits and other building modifications required to accommodate proposed Stationary Equipment and operations at the Milwaukee MRF.
Work Performed by Contractor, Paid for by Contractor
• The Contractor is responsible for the purchase of all Rolling Stock required for operation of both the Milwaukee MRF and Waukesha County Transfer Station.

5. Construction Timeline and Startup Date

Construction for the Milwaukee Single-Stream MRF and the Waukesha County Transfer Station shall begin as soon as the Contractor receives the Notice to Proceed, currently scheduled late-January 2014. The startup date for the updated Single-Stream facilities is scheduled to begin July 1, 2014 or as soon thereafter as possible. Time is of the essence. The ability of the Contractor to start the construction and implement the processing of material in a timely manner will be a factor when evaluating proposals.

6. Scale Operations

6.1 Milwaukee MRF Scale

The Milwaukee MRF site has two recently installed truck scales (Rice Lake EZ 7011-SC-100-OTR). The Contractor is responsible for operating the scales. The City has built its own scale software and the Contractor shall continue to use this software at the Milwaukee MRF. The City will provide a computer for use with the software, but the Contractor also may use their own computer. All other computer equipment (hardware, software, and peripherals), along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

6.2 Waukesha County Transfer Station Scale

Waukesha County will repair the scale at the Waukesha County MRF Site. The Contractor is responsible for operating the scale. All computer software and equipment along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

7. Maintenance Record Keeping

All building and Stationary Equipment maintenance, including all preventative maintenance, shall be recorded, reported monthly, and organized in a maintenance data tracking system available anytime at the Entity's request. All maintenance records shall be saved and available for 7 years after Contract termination.

8. Offices, Washrooms, Lunchrooms, Maintenance Spaces and Educational Spaces

The Contractor will have the use of all auxiliary spaces in the building. The Contractor is responsible for maintaining these spaces. The Education Space(s) must be clean and ready for its primary purpose during

any time its use is scheduled by the Entity and its communities.

9. Processing Design Requirements

The Milwaukee MRF throughput design shall have the capacity to process 60,000 tons per year.

10. Performance

The Milwaukee MRF must be designed and operated to achieve the processing and sorting quality defined above in the General Provisions Section I. of Attachment A. Success in meeting throughput and quality standards must be verifiable through records maintained by the Contractor. Performance Standards and testing will be negotiated and outlined in the final contract between the Entity and the Contractor.

11. Stationary Equipment and Rolling Stock Standards

Contractor shall propose, design, build, and construct all MRF and Transfer Station Equipment and the Entity shall purchase all Stationary Equipment as outlined in this Attachment Section II. A-3. All MRF Stationary Equipment proposed must be suitable for use. All Stationary Equipment shall be new and unused and not previously titled. Units classified as factory rebuilt units, demonstrators, and prototype or discontinued are not acceptable. All proposed Stationary Equipment shall have been previously demonstrated to work under similar applications and must be rated for at least the anticipated throughput. Completed system shall be capable of achieving suitable product and specified residual levels under the conditions the Facility will be operated. All Rolling Stock proposed must be suitable for use and in well-maintained condition.

Proposals will not be considered for Stationary Equipment which has previously failed to perform satisfactorily. Entity will require detailed specifications for all Stationary Equipment proposed including make and model number. Costs shall be outlined in Attachment D.

The Contractor shall provide as-built Computer-Aided Drafting and Design (CADD) files for all Stationary Equipment and their positions within the buildings, including the Milwaukee MRF and the Waukesha County Transfer Station.

The Contractor will be responsible for providing and installing the entire processing line and other Stationary Equipment needed to implement the MRF and Transfer Station operations. The Entity shall pay for and own the Stationary Equipment throughout the life of the Stationary Equipment. The Contractor shall purchase all Rolling Stock associated with both the Transfer Station and MRF and own/lease the Rolling Stock throughout this Contract. Stationary Equipment includes but is not limited to:

1. Sort line
2. Balers
3. Storage bins and bunkers
4. Equipment electrical and controls

Rolling Stock for both the Transfer Station and MRF includes but is not limited to:

1. Rubber tire loaders
2. Forklifts
3. Over the road tractors
4. Tractor trailers (compacting, walking floor, dump, etc.)
5. Compactors
6. Excavators

12. Maintenance of MRF Building and Stationary Equipment

Attention to the operation and maintenance of the Stationary Equipment and buildings is a high priority to the Entity. The Contractor accepts responsibility for assuring this priority. The Entity expects that at the end of the Contract term, the Stationary Equipment and buildings will be left in a condition that reflects consistent, high quality maintenance.

The Contractor shall develop an Operation and Maintenance Manual for the MRF/TS prior to the start-up of the Facility, in accordance with this RFP. This manual will provide the overall background and guidance necessary for proper Facility operation and maintenance. This document shall be in addition to and supplement the manufacturer's operation and maintenance manuals supplied for all mechanical equipment.

After the initial Facility improvements to the Transfer Station and MRF have been completed by the City and the County, the Contractor will be required to perform all repairs and routine maintenance to both Facilities. The Contractor will be responsible for maintaining the MRF and Transfer Station buildings, building systems, and portions of the MRF site used by the Contractor. Maintenance of the building and related infrastructure is to include electrical distribution from the breakers to the Stationary Equipment, inside lighting (replacement lamps and ballasts only), fire protection, security systems, and plumbing. Any damage to the building shall be promptly repaired. The Entity reserves the right to have its representatives inspect the building at any time to determine if the building and its systems are being adequately maintained. Contractor is also responsible for correcting pavement damage and any drainage issues that may develop during the course of the contract.

Stationary Equipment maintenance, repairs, and related costs are the responsibility of the Contractor. This includes preventive maintenance (PM) Stationary Equipment and Rolling Stock repairs, fluid replacement, replacement of wear parts, and any repair of damaged Stationary Equipment due to negligence of Contractor employees. In the case of negligence, the Contractor shall provide equivalent quality replacement Stationary Equipment approved by the Entity as necessary. Maintenance costs are to be included in the proposed processing cost per ton. The Contractor is responsible for preparing and implementing an Operation and Maintenance Plan for all Stationary Equipment and this plan will be approved by the Entity. All Stationary Equipment is to be maintained to manufacturer standards or better. The Entity reserves the right to have its representatives inspect Stationary Equipment at any time to determine if it is being adequately maintained.

13. Stationary Equipment Replacement

Based on the Contractor supplied Stationary Equipment list, the Contractor shall prepare a Stationary Equipment replacement cost schedule identifying what amount of replacement funds will need to be accumulated each year for a 15 year period. The replacement schedule shall be approved by the Entity. The Contractor shall cooperate with the Entity on periodic Stationary Equipment replacement activities by participating in discussions and planning for scheduled Stationary Equipment replacement, assisting in development of Stationary Equipment specifications, obtaining competitive bids for review by the Entity, and managing the installation of the replacement Stationary Equipment. An annual fund accumulation rate will be determined suitable to meet that need. The annual fund contribution will be divided by the projected number of tons to be processed to determine how much needs to be contributed to the fund for each ton processed. All replacement Stationary Equipment shall be the property of the Entity.

For tons delivered by the Entity, the Entity will contribute one half of the per-ton fund contribution and the Contractor will contribute one half of the per ton fund contribution. For non-Entity tons, the Contractor will contribute the full per ton fund contribution.

Rolling Stock is not included in the Stationary Equipment replacement schedule. All Rolling Stock purchased and used to operate the MRF and Transfer Station will be the property of the Contractor

throughout the Contract and after termination.

14. Payment for Services

Contractor shall propose a processing cost per ton on material delivered by the Entity and Third Party sources for both a 60% and 80% revenue sharing scenarios for all revenues received from sale of material. Costs are to be included in the Cost Proposal of the RFP response and shall be submitted separately. No payment for services or other cost information shall be included in the Technical Proposals. Tonnage processed at the MRF from Third Party sources is subject to additional per ton fees for Entity capital costs. A summary of payments is provided following Form D-4E.

15. End of Contract Conditions

At the end of the contract period, both Facilities (Milwaukee MRF and Waukesha County Transfer Station) will be relinquished to the Entity. The MRF building and site will remain the property of the City. The Stationary Equipment in the building will remain the property of the Entity. The Waukesha County Transfer Station will remain the property of the County. The Transfer Station and MRF Rolling Stock will remain the property of the Contractor. All Stationary Equipment in the Transfer Station (if any) will remain the property of the County.

All MRF/TS buildings and Stationary Equipment listed in the proposal and mutually agreed upon in the Contract shall be fully operable in good condition with all maintenance current at the time of handover.

B. OPTION B: DUAL TRANSFER FROM MILWAUKEE AND WAUKESHA TRANSFER STATIONS TO EXISTING PRIVATE MRF

1. Project Overview

Proposals for Option B will outline the Contractor's ability to convert the existing Milwaukee MRF and Waukesha County MRF to two Transfer Stations. Both Transfer Stations will be publicly owned by the respective City and County and shall be operated by the Contractor to deliver Single-Stream material to an existing privately owned MRF. Proposals for this option shall follow all requirements outlined in Section I, General Provisions, of this Attachment A and this Section II.B.

Contractor shall be responsible for final design, construction, documents, approvals, and permitting, as well as soliciting proposals/bids for the construction of the site and building improvements.

2. Designated Facilities/Tipping of Recyclable Material

Recyclable Materials from the 25 Waukesha County communities will be tipped at the Waukesha County Transfer Station site at 220 South Prairie Avenue, Waukesha, Wisconsin 53186 and transferred by the Contractor to a privately owned MRF. Recyclable Materials collected from the City of Milwaukee's curbside program will be tipped at the Milwaukee MRF site at 1401 West Mt. Vernon Avenue, Milwaukee Wisconsin, 53233 and transferred by the Contractor to a privately owned MRF. (Direct haul options may be proposed according to number 6 below.)

3. Capital

The Entity will fund identified and agreed upon Capital Costs for both the City and the County Transfer Stations only. The Contractor will be responsible for proposing all of the Stationary Equipment needed to process the specified Recyclable Materials as outlined in the General Provisions section of Attachment A. The Contractor will fund the capital for all Rolling Stock associated with both Transfer Stations. Rolling

Stock includes but is not limited to compactors, semi-tractors, semi-trailers, forklifts, frontend loaders, and any other mobile equipment.

4. Facility Improvements

Option B: Dual Transfer to Existing Private MRF
Who Performs the Work – Who Pays for the Work:
Work Performed by City, Paid for by City
• New Milwaukee Transfer Station building roof (Estimated completion in fall of 2013); • New fire suppression system in Milwaukee Transfer Station; • Restoration of the seawall along Menomonee River along the south side of the Milwaukee Transfer Station; • Repaving around the Milwaukee Transfer Station; • Replacing the chain link fence around the Milwaukee Transfer Station; • Remove obsolete signage on the fence and install new signage identifying the Facility and its function around the Milwaukee Transfer Station; and • Initial cleaning and painting inside Milwaukee Transfer Station building structure (coordinate with the Contractor's removal of existing, obsolete Stationary Equipment).
Work Performed by County, Paid for by County
• Repair Waukesha County Transfer Station scale.
Work Performed by Contractor, Paid for by City
• The Contractor will propose and implement the Transfer Station design/build requirements and the City will provide all mutually agreed upon Transfer Station design/build costs; • Replace damaged wall covering metal at Milwaukee Transfer Station to provide an attractive and weather-tight building enclosure; • Replace all doors to be used in the Milwaukee Transfer Station operation. Doors not used in Transfer Station operation can be replaced with a reasonable structure and siding, or replaced with new weather tight doors; • Remove all existing and obsolete Milwaukee MRF Stationary Equipment from Facility and sell as used Stationary Equipment and/or scrap metal to offset the total cost of the Project. A list of all the current Stationary Equipment within the Milwaukee MRF is outlined in Attachment D, form D-2; • Coordination with the City on cleaning and painting internal building structure after removal of existing Stationary Equipment; and • Perform all identified and agreed upon site modifications and Facility repairs to convert the existing City MRF to a Transfer Station.
Work Performed by Contractor, Paid for by County
• The Contractor will propose and implement Waukesha Transfer Station design/build requirements and the County will provide all mutually agreed upon Transfer Station design/build costs, not including Rolling Stock; • Remove all existing and obsolete MRF Stationary Equipment from the Waukesha County Facility and sell as used Stationary Equipment and/or scrap metal to offset the total cost of the Project. A list of all the current Stationary Equipment within the Waukesha County MRF is outlined in Attachment D, form D-3; and • Perform all identified and agreed upon site modifications and Facility repairs to convert the existing County MRF to a Transfer Station.
Work Performed by Contractor, Paid for by Contractor

- The Contractor is responsible for the purchase of all Rolling Stock required for operation of both the City of Milwaukee Transfer Station and Waukesha County Transfer Station.

5. Construction Timeline and Startup

Construction or renovation of the Milwaukee Transfer Station and the Waukesha County Transfer Station shall begin as soon as the Contractor receives the Notice to Proceed, currently scheduled late- January 2014. The Contractor must submit a proposed schedule. The startup date for the updated facilities is scheduled to begin July 1, 2014 or as soon thereafter as possible. Time is of the essence. The ability of the Contractor to start the construction and implement the processing of material in a timely manner will be a factor when evaluating proposals.

6. Possibility of Direct Hauling

If the Contractor determines that direct haul to the MRF site specified in the proposal could result in substantial cost savings to Waukesha County, its partner communities and/or the City of Milwaukee, the Contractor is encouraged to propose a direct haul solution as an option in whole or in part. Because each of the 25 participating Waukesha communities has an existing collection contract that is based on hauling to the Waukesha County MRF, the proposed option would need to include a provision to operate a Transfer Station at the Waukesha County MRF site until the existing contracts expire or could be renegotiated. Any direct haul option would also need to include receiving hours that would be acceptable to all collectors in affected communities.

7. Scale Operations

7.1 Milwaukee Transfer Station Scale

The Milwaukee Transfer Station site has two recently installed truck scales (Rice Lake EZ 7011-SC-100-OTR). The Contractor is responsible for operating the scales. The City has designed its own scale software and the Contractor shall use this software at the Milwaukee Transfer Station. The City will provide a computer for use with the software. All other computer equipment (hardware, software, and peripherals), along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

7.2 Waukesha County Transfer Station Scale

Waukesha County will repair the scale at the Waukesha County MRF Site. The Contractor is responsible for operating the scales. All computer software and equipment along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

7.3 Private MRF

The Contractor will be responsible for delivering all Recyclable Material from the City and County Transfer Station to the private MRF. All inbound loads are to be weighted, tracked, and relayed to the respective County and City offices on a daily basis.

8. Maintenance Record Keeping

All Transfer Station building and equipment maintenance, including all preventative maintenance, shall be recorded, reported monthly and organized in a maintenance data tracking system available anytime at the Entity's request. All maintenance records shall be saved and available for 7 years after Contract

termination.

9. Offices, Washrooms, Lunchrooms, Maintenance Spaces and Educational Spaces

The Contractor will have the use of all auxiliary spaces in each of the buildings. The Contractor is responsible for maintaining these spaces. The Education Space(s) must be clean and ready for its primary purpose during any time its use is scheduled by the Entity and its communities.

10. Processing Design Requirements

Milwaukee Transfer Station

City current Single-Stream volume is 23,800 tons/year with an anticipated growth of 14%. The projected volume is 27,100 tons/year. The Milwaukee Transfer Station shall be capable of handling the transfer of approximately 120 tons per work day in one shift to a private MRF.

Waukesha County Transfer Station

County current dual-stream volume is 22,000 tons/year with an anticipated growth from conversion to Single-Stream of 25%. The projected volume is 27,500 tons per year. The Waukesha County Transfer Station shall be capable of handling the transfer of approximately 120 tons per work day in one shift to a private MRF.

Private MRF

The final privately owned MRF destination throughput design shall be able to process a minimum of 60,000 tons per year from the Entity in anticipation of program growth. Tonnage is not guaranteed.

11. Performance

The MRF must be designed and operated to achieve the processing and sorting quality defined above in the General Provisions Section I. of Attachment A. Success in meeting throughput and quality standards must be verifiable through records maintained by the Contractor. Performance Standards and testing will be negotiated and outlined in the final contract between the Entity and the Contractor.

12. Stationary Equipment and Rolling Stock Standards

All proposed Stationary Equipment (if any) and Rolling Stock shall have been previously demonstrated to work under similar applications and must be rated for at least the anticipated volume. The Contractor must provide and maintain the Rolling Stock necessary to perform operations.

Rolling Stock for both the City and County Transfer Stations includes but is not limited to:

1. Rubber tire loaders
2. Forklifts
3. Over the road tractor
4. Tractor trailers (compacting, walking floor, dump, etc.)
5. Compactors
6. Excavators

13. Maintenance of Transfer Station Buildings and Stationary Equipment

Attention to the operation and maintenance of the Stationary Equipment, Rolling Stock, and buildings is a high priority to the Entity. The selected Contractor accepts responsibility for assuring this priority. The Entity expects that at the end of the Contract term, the Transfer Station buildings and equipment will be left in a condition that reflects consistent, high quality maintenance.

The Contractor shall develop an Operation and Maintenance Manual for the Transfer Stations prior to the

start-up of the Facility, in accordance with this RFP. This manual will provide the overall background and guidance necessary for proper Facility operation. This document shall be in addition to and supplement the manufacturer's operation and maintenance manuals supplied for all mechanical Stationary Equipment (if any).

Notwithstanding the initial Facility improvements to the Transfer Stations to be paid by the City and the County, the Contractor will be required to perform all repairs and routine maintenance to both Facilities. The Contractor will be responsible for maintaining the Transfer Station buildings, building systems, and all portions of the Transfer Stations sites used by the Contractor. Maintenance of the building and related infrastructure is to include electrical distribution from the breakers to the Facility equipment, inside lighting (replacement lamps and ballasts only), fire protection, security systems, and plumbing. Any damage to the building shall be promptly repaired. The Entity reserves the right to have its representatives inspect the buildings at any time to determine if the buildings and their systems are being adequately maintained. Contractor is also responsible for correcting pavement damage and any drainage issues that may develop during the course of the contract.

Building and equipment maintenance, repairs, and related costs are the responsibility of the Contractor. This includes preventive maintenance (PM) building equipment and Rolling Stock repairs, fluid replacement, replacement of wear parts, and any repair of damaged buildings and equipment and Rolling Stock due to negligence of Contractor employees. The Contractor shall provide equivalent quality replacement of any building or equipment approved by the Entity as necessary. Maintenance costs are to be included in the proposed processing cost per ton.

14. Payment for Services

Contractor shall state a processing cost per ton and a transfer cost per ton on material delivered for both a 60% and 80% revenue sharing scenario for all revenues received from sale of material. Costs are to be included in the Cost Proposal of the RFP response and shall be submitted separately. No payment for services or other cost information shall be included in the Technical Proposals. A summary of payments is provided following Form D-5E.

15. End of Contract Conditions

At the end of the contract period, both Transfer Station Facilities will be relinquished to the Entity. The buildings, equipment (if any), and site will remain the property of the Entity. All of the Rolling Stock will remain the property of the Contractor. All Transfer Station building and equipment shall be fully operable and in good condition with all maintenance current at the time of handover.

C. OPTION C: DUAL TRANSFER FROM MILWAUKEE AND WAUKESHA TRANSFER STATIONS TO A NEW PRIVATE MRF

1. Project Overview

Proposals for Option C will outline the Contractor's ability to build a new MRF in a convenient location to both the City of Milwaukee and the communities within Waukesha County. The MRF will be owned and operated by the Contractor. This option could convert both the City and County's MRF sites to Transfer Station Facilities to haul material to the new MRF or could include options for some or all of the participating communities to direct haul to the new MRF Facility, in whole or in part. Because each of the 25 participating Waukesha communities has an existing collection contract that is based on hauling to the Waukesha County MRF, the proposed option would need to include a provision to operate a Transfer Station at the Waukesha County MRF site until the existing contracts with the Waukesha communities expire or could be renegotiated. Both Transfer Stations will be publicly owned by the respective City and

County and shall be operated by the Contractor to deliver Single-Stream material to the new privately owned MRF. The proposals for this option must provide joint processing services for the Recyclable Material from both the City and the County programs and give priority to Entity materials. Proposals for this option shall follow all requirements outlined in Section 1, General Provisions, of this Attachment A and this Section II.C.

Contractor shall be responsible for final design, construction, documents, approvals, and permitting, as well as soliciting proposals/bids for the construction of the site and building improvements.

2. Designated Facilities/Tipping of Recyclable Material

Recyclable Materials from the 25 Waukesha County communities will be tipped at the Waukesha County Transfer Station site at 220 South Prairie Avenue, Waukesha, Wisconsin 53186 and transferred to a privately owned MRF or directly hauled to a privately owned MRF. Recyclable Materials collected from the City of Milwaukee's curbside program will be tipped at the Milwaukee MRF site at 1401 West Mt. Vernon Avenue, Milwaukee, Wisconsin 53233 or directly hauled to a privately owned MRF.

3. Capital

In the event this option includes Transfer Stations at both the City and County sites, the Entity will fund identified and agreed upon capital costs for both the City and the County Transfer Stations, not including Rolling Stock. The Contractor will be responsible for proposing all of the Stationary Equipment and Rolling Stock needed to process the specified Recyclable Materials as outlined in General Provisions Section I. of Attachment A. The Contractor will fund the capital for all Rolling Stock associated with both Transfer Stations. Rolling Stock includes but is not limited to compactors, semi-tractors, semi-trailers, forklifts, frontend loaders, and any other mobile equipment. The Contractor will be responsible for all capital costs associated with the new MRF.

4. Facility Improvements

Option C: Dual Transfer to a New Private MRF
Who Performs the Work – Who Pays for the Work:
Work Performed by City, Paid for by City ***(Only if proposal includes a Transfer Station at the current Milwaukee MRF site)***
• New Milwaukee Transfer Station building roof (Estimated completion in fall of 2013); • New fire suppression system in Milwaukee Transfer Station; • Restoration of the seawall along Menomonee River along the south side of the Milwaukee Transfer Station; • Repaving around the Milwaukee Transfer Station; • Replacing the chain link fence around the Milwaukee Transfer Station; • Remove obsolete signage on the fence and install new signage identifying the Facility and its function around the Milwaukee Transfer Station; and • Initial cleaning and painting inside Milwaukee Transfer Station building structure (coordinate with the Contractor's removal of existing, obsolete equipment).
Work Performed by County, Paid for by County
• Repair Waukesha County Transfer Station scale.

Work Performed by Contractor, Paid for by City ***(Only if proposal includes a Transfer Station at the current Milwaukee MRF site)***
• The Contractor will propose and implement the Transfer Station design/build requirements and the City will provide all mutually agreed upon Transfer design/build costs; • Replace damaged wall covering metal at Milwaukee Transfer Station to provide an attractive and weather-tight building enclosure; • Replace all doors to be used in the Milwaukee Transfer Station operation. Doors not used in Transfer Station operation can be replaced with a reasonable structure and siding, or replaced with new weather tight doors; • Remove all existing and obsolete Milwaukee MRF Stationary Equipment from Facility and sell as used Stationary Equipment and/or scrap metal to offset the total cost of the Project. A list of all the current Stationary Equipment within the Milwaukee MRF is outlined in Attachment D, form D-2; • Coordination with the City on cleaning and painting internal building structure after removal of existing Stationary Equipment; and • Perform all identified and agreed upon site modifications and Facility repairs to convert the existing City MRF to a Transfer Station.
Work Performed by Contractor, Paid for by County
• The Contractor will propose and implement Waukesha Transfer Station design/build requirements and the County will provide all mutually agreed upon Transfer Station design/build costs, not including Rolling Stock; • Remove all existing and obsolete MRF Stationary Equipment from the Waukesha County Facility and sell as used Stationary Equipment and/or scrap metal to offset the total cost of the Project. A list of all the current Stationary Equipment within the Waukesha County MRF is outlined in Attachment D, form D-3; and • Perform all identified and agreed upon site modifications and Facility repairs to convert the existing County MRF to a Transfer Station.
Work Performed by Contractor, Paid for by Contractor
• The Contractor is responsible for the purchase of all Rolling Stock required for operation of both the City of Milwaukee Transfer Station and Waukesha County Transfer Station.

5. Construction Timeline and Startup Date

Construction of a Single-Stream MRF or redevelopment of any Transfer Station shall begin as soon as the Contractor receives the Notice to Proceed, currently scheduled late January 2014. The Contractor must submit a proposed schedule. The startup date for the Single-Stream processing and marketing is scheduled to begin July 1, 2014 or as soon thereafter as possible. Time is of the essence. The ability of the Contractor to start the construction and implement the processing of material in a timely manner will be a factor when evaluating proposals.

6. Possibility of Direct Hauling

If the Contractor determines that direct haul to the MRF site specified in the proposal could result in substantial cost savings to Waukesha County and/or the City of Milwaukee when including additional direct haul costs, the Contractor is encouraged to propose a direct haul solution as an option, in part or in whole. Because each of the 25 participating Waukesha communities has an existing collection contract that is based on hauling to the Waukesha County MRF, the proposed option would need to include a provision to operate a Transfer Station at the Waukesha MRF site until the Waukesha communities' existing contracts expire or could be renegotiated. Any direct haul option would also need to include receiving hours that would be acceptable to all collectors in affected communities.

7. Scale Operations

7.1 Milwaukee Transfer Station Scale

The Milwaukee Transfer Station site has two recently installed truck scales (Rice Lake EZ 7011-SC-100-OTR). The Contractor is responsible for operating the scales. The City has designed its own scale software and the Contractor shall use this software at the Milwaukee Transfer Station. The City will provide a computer for use with the software. All other computer equipment (hardware, software, and peripherals), along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

7.2 Waukesha County Transfer Station Scale

Waukesha County will repair the scale at the Waukesha County MRF Site. The Contractor is responsible for operating the scales. All computer software and equipment along with Internet access for the operation of the Facility, maintenance of the scale, and associated equipment shall be provided and maintained by the Contractor. This includes the annual state licensing inspections. All inbound and outbound loads are to be weighed, tracked, and relayed to the City of Milwaukee and Waukesha County offices on a daily basis.

7.3 Private MRF

The Contractor will be responsible for delivering all Recyclable Material from the City and County Transfer Stations to the private MRF with the exception of any direct haul option for this proposal. All inbound loads are to be weighted, tracked, and relayed to the respective County and City offices on a daily basis.

8. Maintenance Record Keeping

All Transfer Station building and equipment maintenance, including all preventative maintenance, shall be recorded, reported monthly, and organized in a maintenance data tracking system available anytime at the Entity's request. All records shall be saved and available for 7 years after Contract termination.

9. Offices, Washrooms, Lunchrooms, Maintenance Spaces and Educational Spaces

The Contractor will have the use of all auxiliary spaces in either of the two existing buildings that may be redeveloped to operate as Transfer Stations. The Contractor is responsible for maintaining these spaces. The Education Space in any recycling processing facility must be clean and ready for its primary purpose during any time its use is scheduled by the Entity and its communities.

10. Processing Design Requirements

Milwaukee Transfer Station (if applicable)

City current Single-Stream volume is 23,800 tons/year with an anticipated growth of 14%. The projected volume is 27,100 tons/year. The Milwaukee Transfer Station shall be capable of handling the transfer of approximately 120 tons per work day in one shift to a private MRF.

Waukesha County Transfer Station

County current dual-stream volume is 22,000 tons/year with an anticipated growth from conversion to Single-Stream of 25%. The projected volume is 27,500 tons per year. The Waukesha County Transfer Station shall be capable of handling the transfer of approximately 120 tons per work day in one shift to a

private MRF.

Private MRF

The final privately owned MRF destination throughput design shall be able to process a minimum of 60,000 tons per year from the Entity in anticipation of program growth. Tonnage will not be guaranteed.

11. Performance

The MRF must be designed and operated to achieve the processing and sorting quality defined above in the General Provisions Section I. of Attachment A. Success in meeting throughput and quality standards must be verifiable through records maintained by the Contractor. Performance Standards and testing will be negotiated and outlined in the final contract between the Entity and the Contractor.

12. Stationary Equipment and Rolling Stock Standards

All proposed Stationary Equipment (if any) and Rolling Stock shall have been previously demonstrated to work under similar applications and must be rated for at least the anticipated volume. The Contractor must provide and maintain the Rolling Stock necessary to perform operations.

Rolling Stock for both the City and County Transfer Stations includes but is not limited to:

1. Rubber tire loaders
2. Forklifts
3. Over the road tractor
4. Tractor trailers (compacting, walking floor, dump, etc.)
5. Compactors
6. Excavators

13. Maintenance of Transfer Station Buildings and Stationary Equipment

Attention to the operation and maintenance of the Stationary Equipment, Rolling Stock, and buildings is a high priority to the Entity. The selected Contractor accepts responsibility for assuring this priority. The Entity expects that at the end of the contract term, the Transfer Station buildings and equipment will be left in a condition that reflects consistent, high quality maintenance.

The Contractor shall develop an Operation and Maintenance Manual for the Transfer Stations prior to the start-up of the Facility, in accordance with this RFP. This manual will provide the overall background and guidance necessary for proper Facility operation. This document shall be in addition to and supplement the manufacturer's operation and maintenance manuals supplied for all mechanical Stationary Equipment (if any).

Notwithstanding the initial Facility improvements to the Transfer Stations to be paid for by the City and the County, the Contractor will be required to perform all repairs and routine maintenance to both Facilities. The Contractor will be responsible for maintaining the Transfer Station buildings, building systems, and all portions of the Transfer Stations sites used by the Contractor. Maintenance of the building and related infrastructure is to include electrical distribution from the breakers to the Facility equipment, inside lighting (replacement lamps and ballasts only), fire protection, security systems, and plumbing. Any damage to the building shall be promptly repaired. The Entity reserves the right to have its representatives inspect the buildings at any time to determine if the buildings and their systems are being adequately maintained. Contractor is also responsible for correcting pavement damage and any drainage issues that may develop during the course of the contract.

Building and equipment maintenance, repairs, and related costs are the responsibility of the Contractor. This includes preventive maintenance (PM), building, equipment and Rolling Stock repairs, fluid

replacement, replacement of wear parts, and any repair of damaged buildings and equipment and Rolling Stock due to negligence of Contractor employees. The Contractor shall provide equivalent quality replacement of any building or equipment approved by the Entity as necessary. Maintenance costs are to be included in the proposed processing cost per ton.

14. Payment for Services

Contractor shall state a processing cost per ton and a transfer cost per ton on material delivered for both a 60% and 80% revenue sharing scenario for all revenues received from sale of material. Costs are to be included in the Cost Proposal of the RFP response and shall be submitted separately. No payment for services or other cost information shall be included in the Technical Proposals. A summary of payments is provided following Form D-5E.

15. End of Contract Conditions

At the end of the contract period, both Transfer Stations (City and County, if applicable) will be relinquished to the Entity. The new MRF building and Stationary Equipment will remain the property of the Contractor. The Transfer Station Rolling Stock will remain the property of the Contractor.

All Transfer Station buildings and equipment will remain the property of the Entity and shall be fully operable in good condition with all maintenance current at the time of handover.

ATTACHMENT B: DETAILED SUBMITTAL REQUIREMENTS

The following is a detailed description of the specific sections and content required for the Proposal (Forms referenced correspond to response forms provided in Attachments C and D):

1. **TECHNICAL PROPOSAL CHECKLIST (FORM C-1)**

    a. Fill out the checklist and include it in your proposal.

2. **EXECUTIVE SUMMARY (FORM C-2)**

At a minimum, the Executive Summary shall provide the following information:

a. Outline the content of the Proposal.
b. Identify the responsibilities of the proposed project team members.
c. Explain the Contractor's management philosophy.
d. State the Contractor understanding of this RFP.
e. Provide a brief description of the technical approach to transfer, processing, and marketing of recyclables, and disposal of residuals.
f. Provide a brief description of the technical approach to data management.

Note: The Executive Summary shall NOT include any reference to Cost Proposals.

3. **CONTRACTOR QUALIFICATIONS AND REFERENCES (FORM C-3)**

Forms **C-3A** through **C-3I** shall include the following information:

General Information about Contractor (Form C-3A): This section of the Proposal shall fully identify the Contractor, present general information about the Contractor and Key Personnel involved. If the Contractor is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action shall be fully disclosed.

For purposes of the evaluation, the Proposal shall clearly identify the members of the Contractor's team that will serve in roles as they relate to the proposed services. These roles should define the Project Manager and Key Personnel, and may be provided entirely by one firm or may be allocated among a number of firms as long as a single firm assumes overall responsibility. The Contractor shall recognize that its team, as proposed, will be used as a basis for determining eligibility to provide the contract services.

Previous Similar Experience (Form C-3B): This section should clearly identify similar projects/contracts involving the Contractor, highlighting experience in and Processing Single-Stream Recycled Materials. A brief description of similar projects shall be provided, including the history of operation, current status, and a description of the Contractor's specific involvement in these projects. References from projects or relevant sources such as a regulator should be provided with appropriate contact information.

Contractors interested in responding to this RFP should be able to document as part of their Technical Proposal on the forms provided, at least five years of experience delivering similar services to comparable clients.

Management Structure (Form C-3C): Describe the Contractor's organization and proposed management structure. Include an organization chart that identifies the Project Manager, all key management staff, and assigned responsibilities. If the Contractor's Key Personnel is comprised of more than one firm, and major Sub-contractors, at a minimum, this summary shall identify which firms will undertake the roles of project leadership, operations, and financial backing. If the management structure changes once construction is complete, provide a description of both the construction and operating management plans.

In this section, please indicate the Contractor organization that will assume overall responsibility for performance under the contract and a primary contact person from this organization.

Personnel (Form C-3D): This section should indicate the number of staff available within the Contractor's firm and/or Sub-contractors firm for work on the project and resumes of all Contractors' Key Personnel should be attached. The resumes should identify discipline, level of expertise, years of experience in areas of specialty, and any direct work experience on the projects listed under "Previous Similar Experience" above.

Use of Sub-contractors (Form C-3E): This section should provide a list of Sub-contractors, if any, which the Contractor intends to utilize on the Project. Clear indication of previous associations with those Sub-contractors as well as the Sub-contractor's experience and their intended participation should be included as well as the Contractor's commitments to assume responsibility for their performance.

Safety Programs (Form C-3F): A description of the Contractor's overall safety program, including any violations cited by governmental safety agencies or OSHA, recognized safety awards, and the Contractor's lost-time accident record compared with industry standards. A description and examples should be included of how worker health and safety considerations have been incorporated into MRF design at existing Contractor facilities.

Permits, Licensure, Fines, Etc. (Form C-3G): The Contractor shall submit documentation of the status of existing permits, licenses, and other approvals from state and local sources. The Contractor shall identify and explain any regulatory citations, notice of violations (NOVs), other pending regulatory actions, etc. for the last two years. Copies of existing permits and licenses shall be provided with the proposal.

Leases (C-3H): If the Contractor does not own the trucks, processing/recycling facility, or any major pieces of equipment needed for the proposed services, copies of the existing lease(s) shall be provided with an explanation of any terms that could have a material impact on the Contractor's ability to meet this Scope of Services for the 10-year contract period. The intent of the Entity is to contract for services for a period of 10 years with an option to extend for an additional five years.

4. TECHNICAL PROPOSAL (FORM C-4)

PROCESSING DESCRIPTION AND SPECIFICATIONS

Contractors are to fully describe the construction process, systems, and equipment being proposed and the operation of those systems. Sufficient information shall be provided to allow those reviewing the proposal to understand the arrangement and operation of the proposed systems. Use Forms **C-4A** through **C-4H**. Use additional pages as needed.

MRF Construction/Operation Plan – Option A Proposals (Form C-4A) Describe the construction process and timeline for MRF construction. Include the following:

1. Describe all modifications to Milwaukee MRF site and building that will be required;
2. Indicate that existing MRF equipment at both sites will be removed and the Entity will be compensated for equipment value;
3. Provide a site plan indicating traffic flow for delivery and shipping;
4. Provide a detailed description of the proposed processing equipment to be installed at the Milwaukee MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement;
5. Describe building spaces used for tipping, processing, bale storage and estimated storage capacity;
6. Provide Facility design specifications for throughput, residual rates, and up-time;
7. Listing of material handling equipment and description of functions;
8. State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch;
9. Describe weighing procedures for inbound and outbound loads; and
10. Provide a detailed timeline for design construction and startup.

Existing MRF Operation Plan – Option B Proposals (Form C-4B) Describe the location and delivery.

Describe weighing procedures for inbound and outbound loads.

1. Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure;
2. Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream; and

Include the following:

1. Provide Facility address and describe transfer routes from the proposed Transfer Stations for Entity materials. State legal load weight for defined routes. Provide a location map;
2. Provide a site plan indicating traffic flow for delivery and shipping;
3. Describe scale equipment;
4. Provide a narrative of how arriving loads will be directed on site and tipped

including expected time on site from arrival to departure;
5. Describe tipping area including number of tipping doors, total volume of recyclables that can be stored, and guaranteed number of days of tipping floor storage when processing line is not operating;
6. Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream;
7. Provide Facility design specifications for throughput, residual rates, and up-time;
8. State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch;
9. State level of processing priority that will be assured for Entity materials;
10. Proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels; and
11. Provide a timeline for acceptance of Entity materials.

Proposed New MRF Construction/Operation Plan – Option C Proposals (Form C-4C) Describe the construction process and timeline for MRF construction. Include the following:

1. Provide Facility address and describe transfer routes from the proposed Transfer Stations for Entity materials. State legal load weight for defined routes. Provide a location map;
2. Provide a site plan indicating traffic flow for delivery and shipping;
3. Describe scale equipment;
4. Describe weighing procedures for inbound and outbound loads;
5. Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure;
6. Describe tipping area including number of tipping doors, total volume of recyclables that can be stored, and guaranteed number of days of tipping floor storage when processing line is not operating;
7. Provide a detailed description of the proposed processing equipment to be installed at the MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement;
8. Provide Facility design specifications for throughput, residual rates, and up-time;
9. Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream;
10. State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch;
11. State level of processing priority that will be assured for Entity materials;
12. Proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels; and
13. Provide a detailed timeline for design construction and startup.

Transfer Station Development at Waukesha County MRF Site – Required with all Proposals (Form C-4D) Describe the construction process and timeline for Transfer Station construction. Include the following:

1. Describe all modifications to Waukesha MRF site and building that will be required;
2. Indicate that existing MRF equipment will be removed and the County will be compensated for equipment value;
3. Provide a site plan indicating traffic flow for delivery and shipping;
4. Describe weighing procedures for inbound and outbound loads;
5. Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure;
6. Provide a detailed description of the proposed transfer equipment to be installed at the Waukesha MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement; and
7. Provide a detailed timeline for design construction and startup.

Transfer Station Development at Milwaukee MRF Site – Required with Option B and C Proposals (Form C-4E) Describe the construction process and timeline for Transfer Station construction. Include the following:

1. Describe all modifications to Milwaukee MRF site and building that will be required;
2. Indicate that existing MRF equipment will be removed and the City will be compensated for equipment value;
3. Provide a site plan indicating traffic flow for delivery and shipping;
4. Describe weighing procedures for inbound and outbound loads;
5. Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure;
6. Provide a detailed description of the proposed transfer equipment to be installed at the Milwaukee MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement; and
7. Provide a detailed timeline for design construction and startup.

Optional New Transfer Station Development at New Site – Option B and C Proposals (Form C-4F) Describe the construction process and timeline for Transfer Station construction. Include the following:

1. Provide Facility address and describe transfer routes to MRF. State legal load weight for defined routes. Provide a location map;
2. Provide a site plan indicating traffic flow for delivery and shipping;
3. Describe scale equipment;
4. Describe weighing procedures for inbound and outbound loads;
5. Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure;
6. Provide a detailed description of the proposed transfer equipment to be installed at the site. Provide plan and elevation drawings as needed to explain equipment arrangement; and
7. Provide a detailed timeline for design construction and startup.

Marketing Plan – Required with All Proposals (Form C-4G) Describe how sorted

products will be marketed.

1. List end products to be produced from Entity recyclables;
2. Document Contractor history of having produced and marketed listed products;
3. Identify planned end markets for each product (material, market, and current price); and
4. Document working history with end markets.

Recordkeeping Plan – Required with All Proposals (Form C-4H) Describe how Operational Data will be recorded.

1. Describe data and level of detail that will be collected from operations including:
    a. Inbound and outbound weights
    b. Bale production by material
    c. Shipping data by material
    d. Product sales records
    e. Product quality reports
    f. Residual weights and composition
    g. Maintenance records
    h. Safety records
2. Document history of similar record keeping efforts in other projects; and
3. Provide an example form of the records.

Education Program – Required with All Proposals (Form C-4I) Describe education facilities and services offered. Provide documentation of similar experience.

1. List teaching tools provided (audio, visual, models and samples of products, etc.);
2. State maximum number of students and adults that can be accommodated;
3. Describe opportunities for tours of the MRF; and
4. Document experience with similar education programs.

Transition Plan – **Required with All Proposals (Form C-4J)** Describe a transition plan from the existing usage of City and County facilities to their usage under the proposal.

5. LABOR REQUIREMENTS AND CONFIDENTIALITY (FORM C-5)

Forms C-5A, and C-5B are provided for information only to show compliance requirements. Submit Form C-5C if applicable.

Form C-5A: Prevailing Wage. Depending upon the proposal accepted the final contract(s) may be subject to the prevailing wage requirements of Section 66.0903 Wisconsin Statutes.
Form C-5B: Resident Preferred Program (City of Milwaukee – DPW's Form I)
Form C-5C: Designation of Confidential and Proprietary Information

6. COST PROPOSAL (FORMS D-1 to D-9)

SINGLE-STREAM RECYCLING PROCESSING SERVICES

Each Contractor shall submit a Cost Proposal for Single-Stream Recycling Processing Services that includes all cost information as identified and described below. **Cost Proposal must be sealed separately from Technical Proposal**. For each cost element, the Contractor should identify any and all significant assumptions on which the proposed cost is based and provide sufficient detail support for all costs estimates for which it is not responsible. The Cost Proposal will be evaluated in part on the quality of the cost analysis and proposal as well as the proposed cost estimates.

Cost Proposal Checklist (Form D-1)

City of Milwaukee Existing MRF Equipment List (Form D-2)
Contractor is required to remove all existing MRF equipment. Proposal must include price for existing equipment, net of removal costs.

Waukesha County Existing MRF Equipment List (Form D-3)
Contractor is required to remove all existing MRF equipment. Proposal must include price for existing equipment, net of removal costs.

Milwaukee MRF/Waukesha Transfer Station (Form D-4)
Contractor is required to complete the Single-Stream Capital Costs Proposal, Single-Stream Recycling Processing Fee, Transportation Transfer Fee and Revenue Sharing Cost Proposal Form.

Form D-4A: Single-Stream Capital Costs

1. Milwaukee MRF new equipment (City/County)
2. Milwaukee MRF building upgrades (City)
3. Credit/cost for existing Milwaukee MRF equipment and scrap steel
4. Waukesha MRF building modifications (County)
5. Credit/cost for existing Waukesha MRF equipment and scrap steel
6. Optional financial contribution to the capital costs for new equipment needed to process the specified Recyclable Materials

Form D4-B: Operation and Maintenance Cost per Ton for Processing

1. Milwaukee and Waukesha tonnage with 80% revenue share
2. Milwaukee and Waukesha tonnage with 60% revenue share

Form D-4C: Transportation Transfer Costs per Ton from Waukesha (County)

1. Waukesha tons (County)

Form D-4D: Processing Revenue Share Method (check box)
Option D-4D.1 – Average Commodity Revenue (ACR) approach
Option D-4D.2 – Other approaches

Form D-4E: Residue Rate and Disposal Costs

Processing at an Existing Private MRF or Processing at a New MRF (Form D-5)
Contractor is required to complete the Transfer Station Capital Costs, Single-Stream Recycling Processing Fee, Transportation Transfer Fee and Revenue Sharing Cost Proposal Form.

Form D-5A: Capital Costs

1. Milwaukee MRF building Modifications (City)
2. Credit/cost for existing Milwaukee MRF equipment and scrap steel
3. Waukesha MRF building modifications (County)
4. Credit/cost for existing Waukesha MRF equipment and scrap steel

Form D-5B: Operation and Maintenance Cost per Ton for Processing

1. Milwaukee and Waukesha tonnage with 80% revenue share to Entity
2. Milwaukee and Waukesha tonnage with 60% revenue share to Entity

Form D-5C: Transportation Transfer Costs per Ton Entity

1. Waukesha Tons (County)
2. Milwaukee Tons

Form D-5D: Processing Revenue Share Method (check box)
Option D-5D.1 – Average Commodity Revenue (ACR) approach
Option D-5D.2 – Other approaches

Form D-5E: Residue Rate and Disposal Costs

Single-Stream Recycling Revenue Sharing Example (Form D-6)
Provide an attached sheet showing an example of the revenue share formula applied to 44,000 tons delivered in year 1 of the contract for all options.

Bid Bond (Form D-7)
City of Milwaukee, Wisconsin, Department of Public Works Licensed Surety Corporation Bid Bond required to be submitted with the proposal and to be returned upon execution of a Contract. Require a bid bond of 10% of proposed costs (sum of total design/build costs and first year's operation costs).

Company Financial Information (Form D-8)

Form D-8A: Financial Capability

In order for the Entity to move forward with confidence in developing a Regional Recycling System for Processing and Marketing of Single-Stream Recyclables, the

Contractor must demonstrate its financial capability to successfully undertake the requirements contained in this RFP. This Financial Capability pre-requisite is independent of the Contractor's cost proposal. The Entity requires that all proposed Contractors will need to pass a Financial Capability pre-requisite before moving on to a full review of their Technical Proposals. Those proposals which fail to pass the Financial Capability pre-requisite will be excluded from further consideration.

The information described below shall be submitted for the Contractor entity with which the public Entity will be contracting. Any material guarantees or other support arrangements through a related party to the Contractor entity which strengthens the contractual commitments to the Entity should be described and detailed in the proposal. Please see section B.1.1 #4 below.

Financial capability will be evaluated according to criteria below:

1. The strength of the Contractor entity's financial position as indicated by audited financial statements for the most recently completed fiscal year. This assessment will include liquidity, debt, net equity, and other factors. Related party support arrangements will be considered.
2. The five-year profit performance of the Contractor entity as indicated by its most recent five years of audited financial statements. Additional years of financial statements may be submitted to support the financial performance of the Contractor entity.

Financial Capability Documentation

The following documentation is required:

1. Audited Financial Statements for each of the Contractor's last five fiscal years or for the years that the Contractor has been in business if less than five years. This documentation includes the financial statements, audit opinion, notes to the financial statements, auditor's management letter and any other produced audit work products.

If the 'balance sheet' date of the most recently audited Financial Statements provided is prior to December 31, 2012, the Contractor must also provide **Interim Financial Statements** consisting at a minimum of a Balance Sheet and Income Statement for the period beginning with the balance sheet date of the most recently audited financial statements **through June 30, 2013 or later.**

2. Statement of Subsequent Events Certification by the Contractor's Chief Financial Officer disclosing the occurrence or non-occurrence of any material events subsequent to the release of the most recently audited financial statements that could adversely impact the financial position of the Contractor entity or its related parent/supporting entity is required. Such events would include a current or anticipated bankruptcy filing, the assumption of material additional debt obligations, debt or credit rating downgrade, payment or technical default of a debt indenture agreement, material write down or write-off of company assets,

etc. Should such material events occur additional information may be required by the Entity.

3. Confirmation Letter from the Contractor's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of July 31, 2013 or later.

4. Statement of Related Party Support Arrangements If a parent company or other related party is guaranteeing, securing, or otherwise supporting the continuous financial and operational performance of the Contractor throughout the term of this recycling Contract, such arrangements should be fully documented. The purpose of the support arrangement, the extent or scope of the support and the method(s) utilized to provide the desired support should be explained. **In this case, the related party's financial information is also required consistent with this section.**

NOTE: If the Contractor is **a subsidiary** of a parent company, then the subsidiary company's financial information must be provided consistent with this section. If any proposal is submitted by a **Joint Venture**, the specific financial information detailed in this section B.1.1 is required from each corporate venturer. For individual venturers, financial information regarding the individual venturer(s) may be required and will be identified and communicated to the proposer within five business days of the proposal submittal due date. **Major subcontractors** may be required to submit financial information dependent on the Entity's subsequent analysis of each subcontractor's financial and operational responsibilities. Any such financial information requirements for subcontractors will be identified and communicated to the proposer within five business days following the proposal submittal due date.

Form D-8B: Litigation History

The Contractor must provide a history for the last five years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving $100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Contractor must provide the following:

1. The name of the claim, arbitration, litigation or action;
2. The amount at issue or the criminal charges alleged; and
3. The status or final disposition of the case.

The Contractor must also provide details of any current or threatened legal actions against the Contractor or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Contractor or its parent company for services relating to solid waste management, or against such a government entity by the Contractor or its parent company or joint venture company(ies). For each action, the Contractor must provide the following:

1. The name of the action and the court in which the action is pending; and
2. The action number and the amount at issue.

The Contractor shall provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Wisconsin Department of Natural Resources or any local enforcement agency. The list shall include name of the regulatory agency and the date of enforcement action.

The Contractor shall inform the City if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five years.

The Contractor must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five years.

Form D-8C: Business References

The Entity requires the Contractor to submit at least three business references.

Signature Page (Form D-9)

The Single-Stream Recycling Processing Services Cost Proposal Signature Page must be signed by an officer of the proposing organization empowered to sign a document that commits the Contractor to the price quotes stated in the Cost Proposals.

ATTACHMENT C: TECHNICAL PROPOSAL SUBMITTAL FORMS

The attached forms shall be completed and included as part of the Contractors proposal. Failure to complete and submit the forms may be considered cause for rejection of the proposal. Use additional pages whenever complete responses do not fit on form pages. Organize proposal in order of forms.

NOTE: Technical Proposal must not be combined with Cost Proposal. Cost Proposals must be in a separately sealed envelope.

RFP - ATTACHMENT C

Technical Proposal Checklist (Form C-1)

_____ **Form C-2: Executive Summary**

_____ **Form C-3: Contractor Qualifications and References:**

_____ Form C-3A: General Information About Contractor

_____ Form C-3B: Previous Similar Experience

_____ Form C-3C: Management Structure

_____ Form C-3D: Personnel

_____ Form C-3E: Use of Sub-contractors

_____ Form C-3F: Safety Programs

_____ Form C-3G: Permits, Licensure, Fines, Etc.

_____ Form C-3H: Leases

_____ **Form C-4: Technical Proposal (Processing Descriptions and Specifications):**

_____ Form C-4A: Proposed MRF Construction/Operation Plan – Option A

_____ Form C-4B: Proposed Existing MRF Operation Plan – Option B

_____ Form C-4C: Proposed New Privately Owned MRF – Option C

_____ Form C-4D: Transfer Station at Waukesha County MRF Site – All Proposals

_____ Form C-4E: Transfer Station at Milwaukee MRF Site – Option B or C

_____ Form C-4F: Optional New Transfer Station at New Site – Option B or C

_____ Form C-4G: Marketing Plan – All Proposals

_____ Form C-4H: Recordkeeping and Internal Controls Plan – All Proposals

_____ Form C-4I: Education Plan – All Proposals

_____ Form C-4J: Transition Plan – All Proposals

_____ **Form C-5: Labor Related Requirements**

_____ Form C-5A: Prevailing Wage

_____ Form C-5B: Resident Preferred Program (City Of Milwaukee Only)

_____ Form C-5C: Designation of Confidential and Proprietary Information

RFP – ATTACHMENT C

Executive Summary (Form C-2)

1. Outline the content of the proposal;
2. Identify the responsibilities of the proposed project team members;
3. Explain the Contractor's management philosophy;
4. State the Contractor's understanding of this RFP;
5. Provide a brief description of the technical approach to transfer, processing, and marketing of recyclables, and disposal of residuals; and
6. Provide a brief description of the technical approach to data management.

Use additional pages as needed.

Note: The Executive Summary shall NOT include any reference to the Cost Proposals.

RFP – ATTACHMENT C

Contractor Qualifications and References Form (C-3)

GENERAL INFORMATION ABOUT CONTRACTOR (Form C-3A)

General Information about Contractor (Form C-3A): This section of the proposal shall fully identify the Contractor, present general information about the Contractor, and the Key Personnel involved.

1. Full Name of Business Concern (Contractor)

_____

2. Principal Business Address

_____

_____

_____

3. Principal Contact Person(s)

_____

_____

_____

List Key Personnel – Core Project Team

If staffing/ roles change when the new Facility starts and is accepted, distinguish roles before and after.

Name	Title/Relationship	Role/ Extent of Time on Project

RFP – ATTACHMENT C

Contractor Qualifications and References
GENERAL INFORMATION ABOUT CONTRACTOR (Form C-3A Continued)

If the Contractor is a subsidiary of a parent company, provide information about when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is or will be created for the purposes of responding to this RFP, the reasons for this action shall be fully disclosed.

RFP – ATTACHMENT C

Contractor Qualifications and References
PREVIOUS SIMILAR EXPERIENCE (Form C-3B)

Identify similar projects/contracts involving the Contractor, highlighting experience in Processing Single- Stream Recycled Materials. List at least three current or recent projects of similar size. At least one project should be contracted with a governmental unit. A brief description of similar projects shall be provided, including the history of operation, current status, and a description of the Contractor's specific involvement in these projects. References from projects or relevant sources such as a regulator should be provided with appropriate contact information. One or more projects should document that the Contractor has been providing this service for at least five years. Insert additional pages as needed.

Reference Project #1

Project Name:	
Customer Name:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Contractor's Involvement:	

RFP – ATTACHMENT C

Contractor Qualifications and References
PREVIOUS SIMILAR EXPERIENCE (Form C-3B Continued)

Reference Project #2

Project Name:	
Customer Name:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Contractor's Involvement:	

RFP – ATTACHMENT C

Contractor Qualifications and References
PREVIOUS SIMILAR EXPERIENCE (Form C-3B Continued)

Reference Project #3

Project Name:	
Customer Name:	
Location of Customer:	
Processing Facility Name/Location:	
Customer Contact Information:	
Reference Contact Information (if different):	
History of Operation:	
Contractor's Involvement:	

RFP – ATTACHMENT C

Contractor Qualifications and References
MANAGEMENT STRUCTURE (Form C-3C)

Identify the Contractor organization which will have overall responsibility for performance under the contract and the name of the contact person for this firm. Describe the Contractor's organization and proposed management structure. Include an organization chart that identifies the Project Manager, all key management staff, and assigned responsibilities. If the Contractor's Core Project Team is comprised of more than one firm, and major Sub-contractors, at a minimum, this summary shall identify which firms will undertake the roles of project leadership, operations, and financial backing.

1. Full Name of Business Concern (Contractor)

_____

2. Form of Business Concern (Corporation, Partnership, Joint Venture, Other)

_____

_____

3. If a Corporation, in What State Incorporated and Date of Incorporation

State: _____ Date: _____

4. If a Joint Venture or Partnership, Provide Date of Agreement

Date: _____

5. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of the Contractor. Provide proof of the ability of the individuals so named to legally bind the Contractor.

Name	Address	Title

RFP – ATTACHMENT C

Contractor Qualifications and References
MANAGEMENT STRUCTURE (Form C-3C – Continued)

6. List all firms participating in this project (including prime Contractors, Sub-contractors, operators, major equipment suppliers, etc.).

Name Address

1. _____

2. _____

3. _____

4. _____

7. Outline specific areas of responsibility for each firm listed in Question 8.

Name Responsibilities

1. _____

2. _____

3. _____

4. _____

8. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities.

_____

_____

_____

9. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the parent firms and the relationships.

_____

_____

RFP – ATTACHMENT C

Contractor Qualifications and References
MANAGEMENT STRUCTURE (Form C-3C – Continued)

Organizational Chart: Attach an organizational chart(s) for the Contractor's staff, showing for each service type the necessary staffing by position, number of staff per position, and organizational responsibilities of each staff position and qualifications required for each position.

If the management structure changes once construction is complete, provide a description of both the construction and operating management structures. If needed to show changing relationships, provide more than one organizational chart with labels to provide a clear understanding.

RFP – ATTACHMENT C

Contractor Qualifications and References
PERSONNEL (Form C-3D)

List all staff assigned or available to be assigned to this project, whether employees of the Contractor or Sub-contractors. This section is intended to show the depth of the Contractors personnel and not just the Core Project Team.

Name	Title/Relationship	Role/Extent of Time to be Spent on Project

RFP – ATTACHMENT C

Contractor Qualifications and References
PERSONNEL (Form C-3D – Continued)

For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual's(s') areas of expertise and experience. Resumes must be provided in the following format, however additional information may be provided at the option of the Contractor.

****INSERT STAFF RESUMES AFTER THIS PAGE**:

1. Names and Title
2. Project Assignment
3. Name of Company Working for
4. Years of Experience with:
   This Company
   With Other Similar Companies
5. Education:
   Degrees
   Year and Specialization
6. Professional References (List a minimum of 3)
7. Other Relevant Experience and Qualifications

List Names and Titles of Attached Professional/Management Staff Resumes.

1. Name_____**Title**_____

2. Name_____**Title**_____

3. Name_____**Title**_____

4. Name_____**Title**_____

5. Name_____**Title**_____

6. Name_____**Title**_____

7. Name_____**Title**_____

8. Name_____**Title**_____

9. Name_____**Title**_____

RFP – ATTACHMENT C

Contractor Qualifications and References
SUB-CONTRACTORS (Form C-3E)

For each Sub-contractor participating in this project, provide a clear indication of previous associations with those Sub-contractors as well as the Sub-contractor's experience, and their intended participation should be included as well as the Contractor's commitments to assume responsibility for their performance.

Add additional pages as needed.

Sub-contractor #1

Sub-contractor Name:	
Sub-contractor Contact and Contact Information:	
Sub-contractor Intended Role in Project:	
Sub-contractor Experience in Intended Role:	
Contractor Past Associations with Sub-contractor:	
Liability Insurance Coverage by Contractor or Sub-contactor?	
References (minimum of 3)	

RFP – ATTACHMENT C

Contractor Qualifications and References
SUB-CONTRACTORS (Form C-3E – Continued)

Sub-contractor #2

Sub-contractor Name:	
Sub-contractor Contact and Contact Information:	
Sub-contractor Intended Role in Project:	
Sub-contractor Experience in Intended Role:	
Contractor Past Associations with Sub-contractor:	
Liability Insurance Coverage by Contractor or Sub-contactor?	
References (Minimum of 3)	

RFP – ATTACHMENT C

Contractor Qualifications and References
SUB-CONTRACTORS (Form C-3E – Continued)

Sub-contractor #3

Sub-contractor Name:	
Sub-contractor Contact and Contact Information:	
Sub-contractor Intended Role in Project:	
Sub-contractor Experience in Intended Role:	
Contractor Past Associations with Sub-contractor:	
Liability Insurance Coverage by Contractor or Sub-contactor?	
References (Minimum of 3)	

RFP – ATTACHMENT C

Contractor Qualifications and References
SAFETY PROGRAMS (Form C-3F)

A description of the Contractor's overall safety program, recognized safety awards, and the Contractor's lost-time accident record compared with industry standards. Include a description and examples of how worker health and safety considerations have been incorporated into MRF design at existing Contractor facilities. Use additional pages as needed.

List any violations cited by governmental safety agencies or OSHA.

Violation	Date Cited	Agency

List any recognition by safety awards.

Award	Date of Award	Awarding Organization

RFP – ATTACHMENT C

Contractor Qualifications and References
SAFETY PROGRAMS (Form C-3F – Continued)

State the Contractor's lost-time accident record compared with industry standards.

Provide this information for MRF operation.

Contractors Lost Time Record	Industry Standard For Lost Time

Comments on lost-time accident record comparison (optional):

RFP – ATTACHMENT C

Contractor Qualifications and References
PERMITS, LICENSES, FINES ETC. (FORM C-3G)

The Contractor shall submit documentation of the status of existing permits, licenses, and other approvals from state and local sources. The Contractor shall identify and explain any regulatory citations, notice of violations (NOVs), other pending regulatory actions, etc. for the last two years. Copies of existing permits and licenses shall be provided with the proposal.

****INSERT COPIES BEHIND THIS COVER PAGE.**

RFP – ATTACHMENT C

Contractor Qualifications and References
LEASES (Form C-3H)

If the Contractor does not own the trucks and processing/recycling facility, or any major pieces of equipment needed for the proposed services, copies of the existing lease(s) shall be provided with an explanation of any terms that could have a material impact on the Contractor's ability to meet this scope of services for the 10-year contract period.

List all leased equipment that will be used during the contract period.

Equipment Description	Period of Lease	Equipment Owner

Insert copies of equipment leases behind this cover.

RFP – ATTACHMENT C

Detailed Technical Specifications (Form C-4)

MRF CONSTRUCTION/OPERATION PLAN – OPTION A (Form C-4A)

This form is used to describe construction and operation of MRF at Milwaukee MRF site as specified for Option A proposals.

Describe all modifications to Milwaukee MRF site and building that will be required. Insert additional pages as necessary.

_____

_____

_____

_____

_____

_____

Indicate that existing MRF equipment will be removed by the Contractor and that the Entity will be compensated for equipment value by Contractor. Check YES box or note as an EXCEPTION.

YES	NO

Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

Provide a detailed description of the proposed processing equipment to be installed at the Milwaukee MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.

****INSERT PAGES AS NEEDED TO INCLUDE THIS INFORMATION.**

RFP – ATTACHMENT C

Detailed Technical Specifications
MRF CONSTRUCTION/OPERATION PLAN – OPTION A (Form C-4A – Continued)

Describe weighing procedures for inbound and outbound loads.

Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream.

****INSERT ADDITIONAL PAGES AS NEEDED**

RFP – ATTACHMENT C

Detailed Technical Specifications
MRF CONSTRUCTION/OPERATION PLAN – OPTION A (Form C-4A – Continued)

Provide proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels.

RFP – ATTACHMENT C

Detailed Technical Specifications
MRF CONSTRUCTION/OPERATION PLAN – OPTION A (Form C-4A – Continued)

Describe building spaces used for tipping, processing, and bale storage and estimated storage capacity.

_____

_____

_____

Provide facility design specifications for throughput, residual rates, and up-time.

Parameter	Specification
Throughput (TPH)	
Residual Rate % of Recyclables in Residual	
Up Time % of Scheduled Operation Time in Production	

Listing of material handling equipment and description of functions.

****INSERT PROPOSED EQUIPMENT LIST AFTER THIS PAGE.**

Include equipment description, ID, and equipment function. Make sure key equipment is identified on equipment arrangement drawing.

State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch.

_____

_____

RFP – ATTACHMENT C

Detailed Technical Specifications
MRF CONSTRUCTION/OPERATION PLAN – OPTION A (Form C-4A – Continued)

Provide a detailed timeline for design, construction and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
EXISTING PRIVATE MRF OPERATION PLAN – OPTION B (Form C-4B)

This form is used to describe access to and operation of the MRF as proposed for Option B proposals.

Facility Name and Address

_____

_____

_____

_____

Describe transfer routes to MRF from Transfer Stations receiving Entity materials and state legal load weight on defined routes.

_____

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Provide MRF location map.

****INSERT MAP AFTER THIS PAGE.**

Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

EXISTING PRIVATE MRF OPERATION PLAN – OPTION B (Form C-4B – Continued)

Describe scale equipment at proposed MRF.

_____

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_____

Describe weighing procedures for inbound and outbound loads.

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Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

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RFP – ATTACHMENT C

Detailed Technical Specifications
EXISTING PRIVATE MRF OPERATION PLAN – OPTION B (Form C-4B – Continued)

Describe tipping area including number of tipping doors, total volume of recyclables that can be stored and guaranteed number of days of tipping floor storage when processing line is not operating.

_____

_____

_____

Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream.

****INSERT ADDITIONAL PAGES AS NEEDED**

Provide facility design specifications for throughput, residual rates, and up-time.

Parameter	Specification
Throughput (TPH)	
Residual Rate % of Recyclables in Residual	
Up Time % of Scheduled Operation Time in Production	

.

State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch.

_____

_____

RFP – ATTACHMENT C

Detailed Technical Specifications
EXISTING PRIVATE MRF OPERATION PLAN – OPTION B (Form C-4B – Continued)

State level of Processing priority that will be assured for Entity materials.

_____

_____

Provide proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels.

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RFP – ATTACHMENT C

Detailed Technical Specifications
EXISTING PRIVATE MRF OPERATION PLAN – OPTION B (Form C-4B – Continued)

Provide a timeline for acceptance of Entity materials

****INSERT TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
NEW PRIVATELY OWNED MRF – OPTION C (Form C-4C)

This form is used to describe access to and operation of the MRF as proposed for Option C proposals.

Facility Name and Address

_____

_____

_____

_____

Describe transfer routes to MRF from Transfer Stations receiving Entity materials and state legal load weight on defined routes.

_____

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Provide MRF location map.

****INSERT MAP AFTER THIS PAGE.**

Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
NEW PRIVATELY OWNED MRF – OPTION C (Form C-4C- Continued)

Describe scale equipment at proposed MRF.

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Describe weighing procedures for inbound and outbound loads.

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Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

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RFP – ATTACHMENT C

Detailed Technical Specifications
NEW PRIVATELY OWNED MRF – OPTION C (Form C-4C- Continued)

Describe tipping area including number of tipping doors, total volume of recyclables that can be stored and guaranteed number of days of tipping floor storage when processing line is not operating.

_____

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_____

Provide a detailed description of the proposed processing equipment to be installed at the Milwaukee MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.

****INSERT PAGES AS NEEDED TO INCLUDE THIS INFORMATION.**

Provide a step-by-step narrative that describes the flow of materials through the MRF and how each product is sorted from the stream.

****INSERT ADDITIONAL PAGES AS NEEDED**

Provide facility design specifications for throughput, residual rates, and up-time.

Parameter	Specification
Throughput (TPH)	
Residual Rate % of Recyclables in Residual	
Up Time % of Scheduled Operation Time in Production	

State guaranteed throughput rate in tons per hour and tons per eight-hour shift including breaks and lunch.

_____

_____

RFP – ATTACHMENT C

Detailed Technical Specifications
NEW PRIVATELY OWNED MRF – OPTION C (Form C-4C- Continued)

State level of Processing priority that will be assured for Entity materials.

Provide proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels.

RFP – ATTACHMENT C

Detailed Technical Specifications
NEW PRIVATELY OWNED MRF – <u>OPTION C</u> (Form C-4C- Continued)

Provide a detailed timeline for design, construction and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT WAUKESHA MRF SITE – ALL PROPOSALS (Form C-4D)

Describe all modifications to Waukesha MRF site and building that will be required.

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Indicate that existing MRF equipment will be removed by the Contractor and that County will be compensated for equipment value by Contractor. Check YES box or note as an EXCEPTION.

YES	NO

Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

Describe weighing procedures for inbound and outbound loads.

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RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT WAUKESHA MRF SITE – <u>ALL PROPOSALS</u>
(Form C-4D – Continued)

Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

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Provide a detailed description of the proposed transfer equipment to be installed at the Waukesha MRF site.

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Provide plan and elevation drawings as needed to explain equipment arrangement.

****INSERT DRAWINGS AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT WAUKESHA MRF SITE – ALL PROPOSALS
(Form C-4D – Continued)

Provide a detailed timeline for design, construction and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT MILWAUKEE MRF SITE – OPTION B AND C (Form C-4E)

Describe all modifications to Milwaukee MRF site and building that will be required.

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Indicate that existing MRF equipment will be removed by the Contractor and that City will be compensated for equipment value by Contractor. Check YES box or note as an EXCEPTION.

YES	NO

Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

Describe weighing procedures for inbound and outbound loads.

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RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT MILWAUKEE MRF SITE – OPTION B AND C (Form C-4E)

(Form C-4E – Continued)

Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

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Provide a detailed description of the proposed transfer equipment to be installed at the Milwaukee MRF site.

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Provide plan and elevation drawings as needed to explain equipment arrangement.

****INSERT DRAWINGS AFTER THIS PAGE.**

RFP – ATTACHMENT C

Detailed Technical Specifications
TRANSFER STATION AT MILWAUKEE MRF SITE – OPTION B AND C (Form C-4E)

(Form C-4E – Continued)

Provide a detailed timeline for design, construction and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

NEW TRANSFER STATION AT NEW SITE – <u>OPTION B AND C</u> (Form C-4F)

Contractor may propose a new Transfer Station in lieu of transferring Milwaukee materials from Milwaukee MRF site and installing transfer equipment at that location.

Describe proposed Transfer Station.

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Provide a site plan indicating traffic flow for delivery and shipping.

****INSERT SITE PLAN BEHIND THIS PAGE.**

Describe weighing procedures for inbound and outbound loads.

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RFP – ATTACHMENT C

NEW TRANSFER STATION AT NEW SITE – OPTION B AND C (Form C-4F)

(Form C-4F – Continued)

Provide a narrative of how arriving loads will be directed on site and tipped including expected time on site from arrival to departure.

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Provide a detailed description of the proposed transfer equipment to be installed at the new Transfer Station site.

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Provide plan and elevation drawings as needed to explain equipment arrangement.

****INSERT DRAWINGS AFTER THIS PAGE.**

RFP – ATTACHMENT C

NEW TRANSFER STATION AT NEW SITE – <u>OPTION B AND C</u>

(FORM C-4F – Continued)

Provide a detailed timeline for design, construction and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

RFP – ATTACHMENT C

MARKETING PLAN – ALL PROPOSALS (FORM C-4G)

1. List end products to be produced from Entity recyclables. Provide documentation of historical end products and prices;
2. Document Contractor history of having produced and marketed listed products;
3. Identify planned end markets for each product; and
4. Document working history with end markets.

Add additional pages as needed.

RFP – ATTACHMENT C

MARKETING PLAN – <u>ALL PROPOSALS</u> (FORM C-4G – Continued)

Describe how operational data will be recorded.

1. Describe data and level of detail that will be collected from operations including:
    a. Inbound and outbound weights;
    b. Bale production by material;
    c. Shipping data by material;
    d. Product sales records;
    e. Product quality reports;
    f. Residual weights and composition;
    g. Maintenance records; and
    h. Safety records.
2. Document history of similar record keeping efforts in other projects; and
3. Describe in what form records will be available for review by Entity

Add additional pages as needed.

RFP – ATTACHMENT C

RECORD KEEPING PLAN – ALL PROPOSALS (FORM C-4H)

RFP – ATTACHMENT C

EDUCATION PROGRAM – ALL PROPOSALS (FORM C-4I)

Describe education facilities and services offered as needed to meet requirements in Attachment A. Provide documentation of similar experience.

1. Describe education facilities. List teaching tools provided (audio, visual, models and samples of products, etc.);
2. State maximum number of students and adults that can be accommodated;
3. Describe opportunities for tours of the MRF; and
4. Document experience with similar education programs.

Add additional pages as needed.

RFP – ATTACHMENT C

TRANSITION PLAN – ALL PROPOSALS (FORM C-4J)

RFP – ATTACHMENT C

Labor Requirements and Confidentiality Form (Form C-5)

Forms C-5A, and C-5B are provided for information only to show compliance requirements. Submit Form C-5C if applicable.

Prevailing Wage (Form C-5A)

Depending upon the proposal accepted the final contract may be subject to the prevailing wage requirements of Section 66.0903 Wisconsin Statutes.

RFP – ATTACHMENT C

Residents Preference Program - City of Milwaukee (Form C-5B)

FORM I (Rev.2009)

_____

Contractor Name

_____

DPW Contract No.

Employee Affidavit
Residents Preference Program

I certify that I maintain my permanent residence in the City of Milwaukee and that I vote, pay personal income tax, obtain my driver's license, etc. at
_____,Milwaukee, WI _____
(Address)
(Zip Code)

Residency status:

To verify my resident status, attached please find the following (check one)

_____ Copy of my voter's certification form.
_____ Copy of my last year's Form 1040.
_____ Copy of my current Wisconsin Driver's License or State ID.
_____ Copy of Other (i.e., Utility bill, Lease, etc.)

AND

Unemployment status:

I certify that I have been unemployed as follows: (Check those that apply)

_____ I have worked less than 1,200 hours in the preceding 12 months.
_____ I have not worked in the preceding 30 days.

OR

Underemployed status:

_____I certify that based on the attached chart (Income Eligibility Guidelines), I am underemployed.

_____
Print Name

_____
Sign Name

_____
Social Security Number

_____
Home Telephone Number

RFP – ATTACHMENT C
Residents Preference Program - City of Milwaukee (Form C-5B Continued)

Subscribed and sworn to me this _____day

Of _____, _____ A.D.

My Commission Expires _____.

_____
Notary Public Milwaukee County

Income Eligibility Guidelines
July 1, 2013 to June 30, 2014

Eligibility determination is based on household size and income.
Total income must be *at* or *below* the amounts in this table

House-hold Size	Yearly	Monthly	Twice per month	Every 2 weeks	Weekly
1	**21,257**	**1,772**	**886**	**818**	**409**
2	**28,694**	**2,392**	**1,196**	**1,104**	**552**
3	**36,131**	**3,011**	**1,506**	**1,390**	**695**
4	**43,568**	**3,631**	**1,816**	**1,676**	**838**
5	**51,005**	**4,251**	**2,126**	**1,962**	**981**
6	**58,442**	**4,871**	**2,436**	**2,248**	**1,124**
7	**65,879**	**5,490**	**2,745**	**2,534**	**1,267**
8	**73,316**	**6,110**	**3,055**	**2,820**	**1,410**
9	**80,753**	**6,730**	**3,365**	**3,107**	**1,554**
10	**88,190**	**7,350**	**3,675**	**3,394**	**1,698**
11	**95,627**	**7,970**	**3,985**	**3,681**	**1,842**
12	**103,064**	**8,590**	**4,295**	**3,968**	**1,986**
For Each Additional Household Member Add	**+7,437**	**+620**	**+310**	**+287**	**+144**

Source Wisconsin Department of Public Instruction
Doc: Form I Attachment Underemployed Income Eligibility Chart 2013_2014

RFP – ATTACHMENT C
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION (Form C-5C)

Material submitted in response to the City of Milwaukee's Request for Proposals (RFP) Official Notice No._____ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, the proposer asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released without the proposer's written approval. Therefore, I am providing the following information with the express understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

Section	Page	Topic

*NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY.

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: The City of Milwaukee as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential. For this project, the City may consult with Waukesha County prior to making a determination.

The City of Milwaukee will notify any proposer if a determination is made that the requested information cannot be kept confidential.

PROPRIETARY INFORMATION: Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable City of Milwaukee procurement regulations. A proposer responding to this RFP should not include any proprietary information as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to the City of Milwaukee, Department of Public Works, Contracts Office and 2) identifies the specific information when it occurs within the proposal.

The City of Milwaukee's preference is for the proposer to segregate all information designated as confidential into

one section of the proposal and/or a separate document for easier removal to maintain its confidential status. The response to the RFP should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No._____, etc. Data contained in the proposal and all documentation become the property of the City of Milwaukee, Department of Public Works, Contracts Office.

Generally, proposals are available for public review after the City of Milwaukee, Department of Public Works, has awarded a contract.

ATTACHMENT D: COST PROPOSAL SUBMITTAL FORMS

Each Contractor shall submit a cost proposal for Single-Stream Recycling Processing Services that includes all cost information as identified and described below. Cost proposal must be sealed separately from Technical Proposal. Please refer to Attachment A: Section I: General Provisions, Subsection G: Throughput Requirements or a description for the estimated delivered tons from the Entity.

NOTE: Cost proposal must not be combined with Technical Proposal. Cost proposal must be in a separately sealed envelope.

RFP - ATTACHMENT D (FORM D-1)

Cost Proposal Checklist

The party responsible for the cost is identified where appropriate. If the party is not identified then the Contractor is responsible for the cost or credit.

_____ **Form D-2:** City of Milwaukee Existing MRF Equipment Worksheet

_____ **Form D-3:** Waukesha County Existing MRF Equipment Worksheet

_____ **Form D-4:** Option A – Milwaukee MRF/Waukesha Transfer Station

Form D-4A: Capital Costs
_____ Milwaukee MRF new equipment (City/County)
_____ Milwaukee MRF building upgrades (City)
_____ Credit/cost for existing Milwaukee MRF equipment and scrap steel
_____ Waukesha MRF building modifications (County)
_____ Credit/cost for existing Waukesha MRF equipment and scrap steel
_____ Optional financial contribution to the capital costs for new MRF equipment

Form D4-B: Operation and Maintenance Cost per Ton for Processing
_____ Milwaukee and Waukesha tonnage with 80% revenue share
_____ Milwaukee and Waukesha tonnage with 60% revenue share

Form D-4C: Transportation Transfer Costs per Ton from Waukesha (County)
_____ Waukesha Tons (County)

Form D-4D: Processing Revenue Share Method (check box)
_____Option D-4D.1 – Average Commodity Revenue (ACR) Approach
_____Option D-4D.2 – Other Approaches

Form D-4E: Residue Rate and Disposal Costs

_____

Cost Proposal Checklist (FORM D-1 continued)

_____ **Form D-5:** Option B – Processing at an Existing Private MRF and Option C – Processing at a New MRF

Form D-5A: Capital Costs

_____ Milwaukee MRF building Modifications (City)
Note: Not to exceed RFP quote, unless approved by amendment

_____ Credit/cost for existing Milwaukee MRF equipment and scrap steel

_____ Waukesha MRF building modifications (County)
Note: Not to exceed RFP quote, unless approved by amendment and compactor and Rolling Stock is paid by Contractor

_____ Credit/cost for existing Waukesha MRF equipment and scrap steel

Form D-5B: Operation and Maintenance Cost per Ton for Processing

_____ Milwaukee and Waukesha tonnage with 80% revenue share

_____ Milwaukee and Waukesha tonnage with 60% revenue share

Form D-5C: Transportation Transfer Costs per Ton Entity

_____ Waukesha Tons (County)

_____ Milwaukee Tons

Form D-5D: Processing Revenue Share Method (check box)

_____Option D-5D.1 – Average Commodity Revenue (ACR) Approach

_____Option D-5D.2 – Other Approaches

Form D-5E: Residue Rate and Disposal Costs

_____ **Form D-6:** Revenue Share Example

_____ **Form D-7:** Bid Bond

_____ **Form D-8: Company Financial Information:**

Form D-8A: Financial Capability

Form D-8B: Litigation History

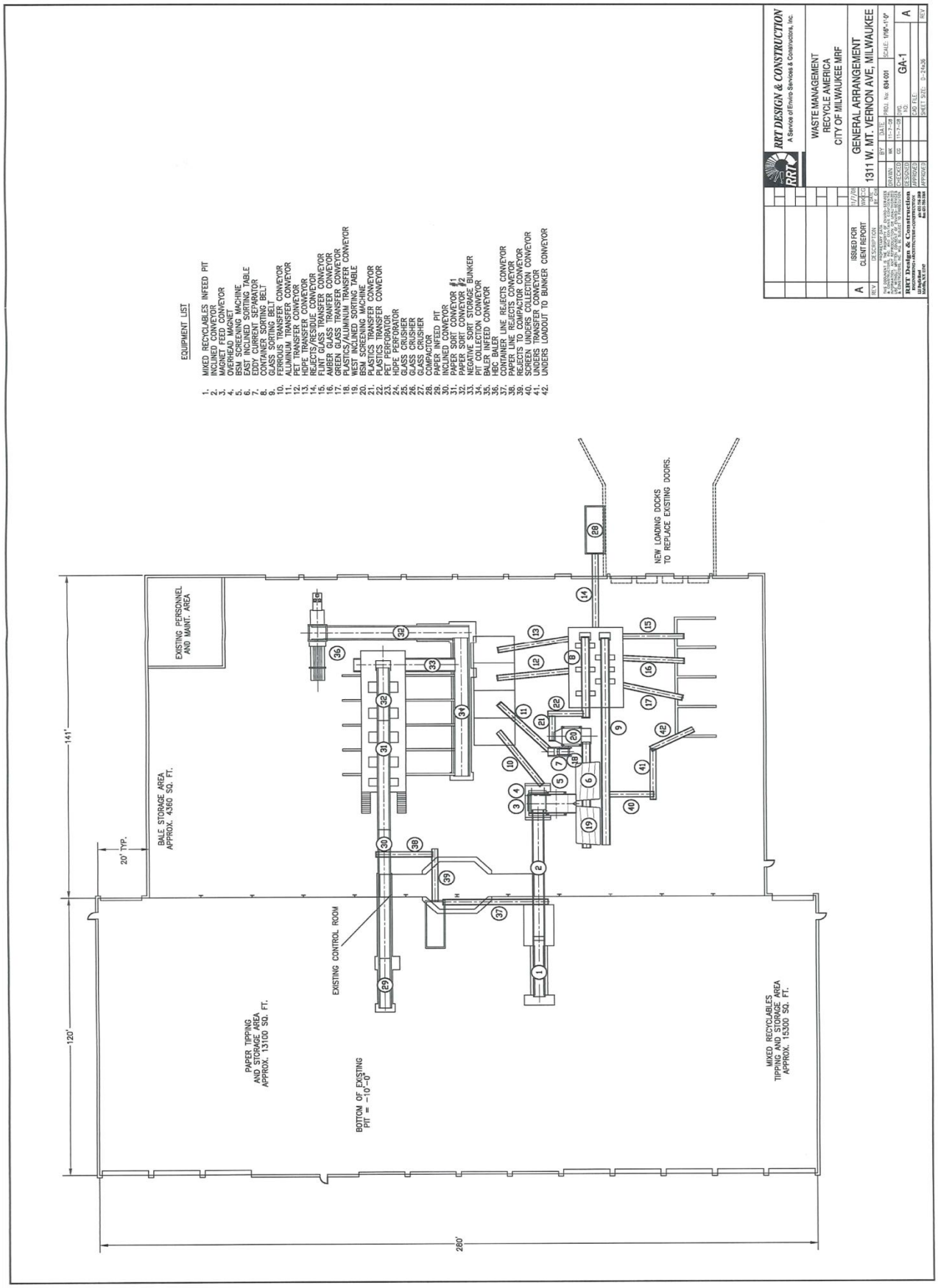
Form D-8C: Business References

_____ **Form D-9:** Signature Page

RFP – ATTACHMENT D (FORM D-2)

City of Milwaukee Existing MRF Equipment Worksheet - price offered by Contractor. Contractor is required to remove all existing MRF equipment. Proposal must include price for existing equipment.

LOCATION NUMBER	DESCRIPTION	OFFERED PRICE
1	Bottle and Can Pit Infeed Conveyor	
2	Bottle and Can Incline Feed	
3	Magnet Feed Conveyor	
4	Overhead Magnet	
5	BSM Screening Machine	
6	East Inclined Sorting Table	
7	Eddy Current Separator	
8	Container Sorting Belt	
9	Glass Sorting Belt	
10	Ferrous Transfer Conveyor	
11	Aluminum Transfer Conveyor	
12	PET Transfer Conveyor	
13	HDPE Transfer Conveyor	
14	Rejects/Residue Conveyor	
15	Flint Glass Transfer Conveyor	
16	Amber Glass Transfer Conveyor	
17	Green Glass Transfer Conveyor	
18	Plastics/Aluminum Transfer Conveyor	
19	West Inclined Sorting Table	
20	BSM Screening Machine	
21	Plastics Transfer Conveyor	
22	Plastics Transfer Conveyor	
23	PET Perforator	
24	HDPE Perforator	
25, 26, 27	Glass Crushers (3)	
28	Compactor	
29	Paper Infeed Pit Conveyor	
30	Paper Inclined Conveyor	
31	Paper Sort Conveyor #1	
32	Paper Sort Conveyor #2	
33	Negative Sort Storage Bunker	
34	Pit Collection Conveyor	
35	Baler Infeed Conveyor	
36	HBC Baler	
37	Container Line Rejects Conveyor	
38	Paper Line Rejects Conveyor	
39	Rejects to Compactor Conveyor	
40	Screen Unders Collection Conveyor	
41	Unders Transfer Conveyor	
42	Unders Load-out Conveyor	
Other	All other bunkers, bins, platforms and support structure	
TOTAL	**PRICE OFFERED FOR ALL EQUIPMENT**	

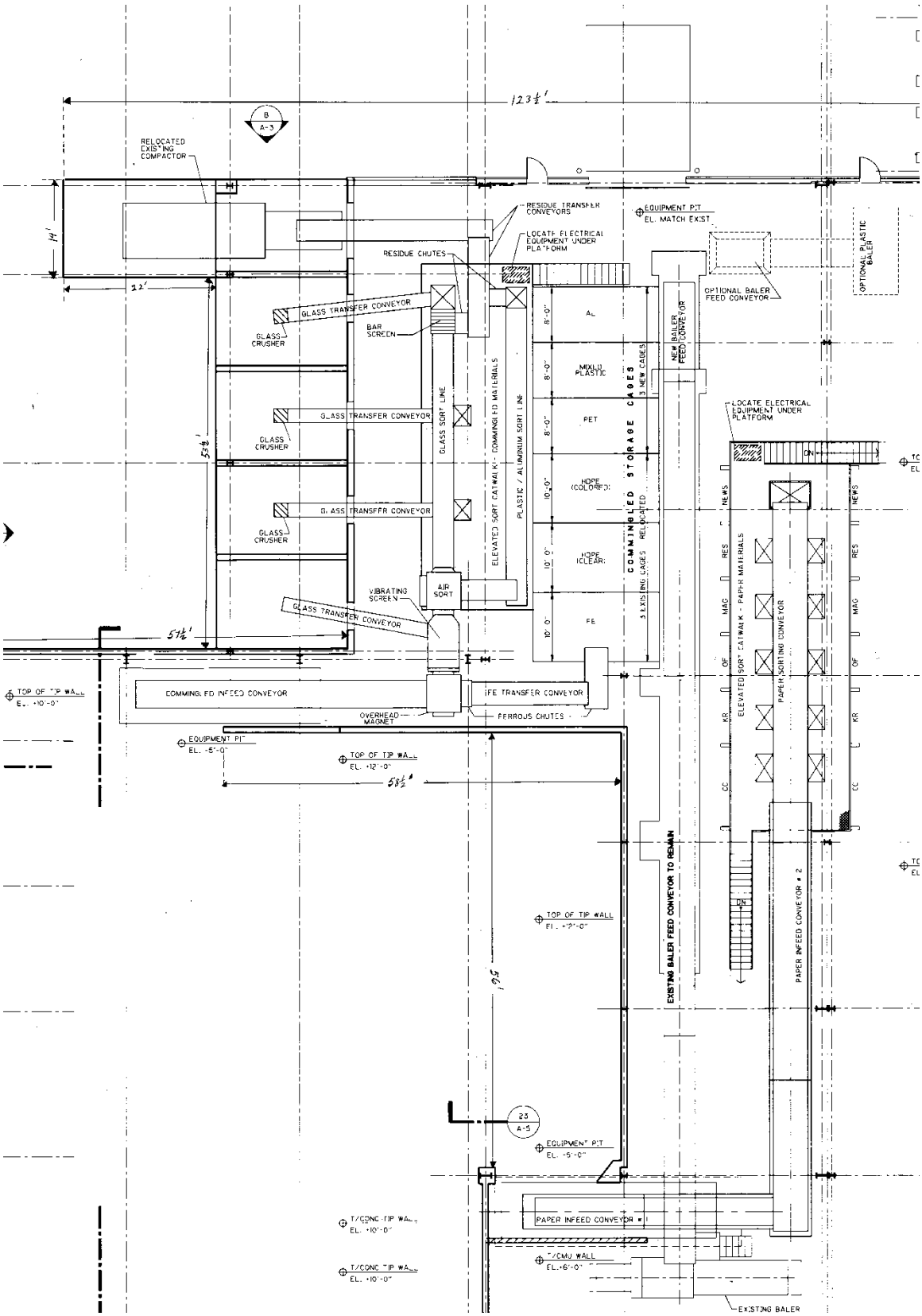


City of Milwaukee Existing Equipment Diagram – Form D-2

RFP – ATTACHMENT D (FORM D-3)

Waukesha County Existing MRF Equipment Worksheet - price offered by Contractor. Contractor is required to remove all existing MRF equipment. Proposal must include price for existing equipment.

EQUIPMENT #	DESCRIPTION	PRICE OFFERED
P1 - 640	Paper Infeed	
P2 - 661 - 95984	Paper Incline	
P3 - 108	Paper Sort	
P4 - 108	Reversing Belt	
P5A	Incline To Baler 2 - Plastic	
P5B	Incline To Baler 2 - Plastic	
P6	Slider Belt (Cardboard Storage Bin)	
P7	Paper Feed To Baler 1	
P8	Incline To Baler 1	
	Walking Floors Paper Bunkers (4)	
C1 - 661	Container Incline From Tip Floor	
C2A - CBS 24-48	Magnetic Belt	
C3 - 304	Tin Transfer	
C4 - 42-8	Roll Screen	
C5A-104 - 95981	Classifier Feed	
CC1	Air Classifier Main - Chain Belt	
CC2	Classifier Return Belt	
CB1	Air Classifier Blower	
CB2	Air Classifier Blower	
C6 - 108	Glass Sort	
C6A	Commingle From Glass Line	
C7 - 104 - 95991	Commingled Transfer	
C8 - 108	Commingled Sort	
C9 - 108	3 Mix Glass	
C10 - 108	Brown Glass	
C11 - 108	Clear (Flint) Glass	
C12 - 108	Green Glass	
C13 - 200	Lower Scrap	
C14 - 108	Scrap To Compactor	
C15 - 108	Scrap Crossover	
AB1	Aluminum Blower	
Storage Bins 1-6	Tin, Al, NHDPE, PET, CHDPE	
Baler 1- 97023	Bollegraaf	
Baler 2- 8515	Harris	
95104623	Compactor- SP Industries	
Other	All Other Bins, Bunkers, Platforms and Support Structure	
TOTAL	**PRICE OFFERED FOR ALL EQUIPMENT**	



Waukesha County Existing Equipment Diagram – Form D-3

RFP - ATTACHMENT D (FORM D-4)

Single-Stream Capital Costs Proposal, Single Stream Recycling Processing Fee, Transportation Transfer Fee and Revenue Sharing Cost Proposal Form

Option A – Milwaukee MRF/Waukesha Transfer Station

Capital Cost Proposal Form – Pricing For The Entity (Form D-4A)

Please reference your detailed cost proposal, design, build and construction equipment as necessary.

FORM D-4A: CAPITAL COSTS FOR MRF AND TRANSFER UPGRADES (Includes Design/Build Costs)		
Not to exceed QUOTE, unless approved by amendment **Assumed to be $0.00 if NO ENTRIES are made**		
	COST QUOTE	**CREDIT QUOTE**
i. Milwaukee MRF New Equipment (City/County Cost Share)	$	$
ii. Milwaukee MRF Building Upgrades (City Cost)	$	$
iii. Credit/Cost for Existing Milwaukee MRF Equipment and Scrap Steel (City Credit)	$	$
iv. Waukesha MRF Building Modifications (County Cost)	$	$
v. Credit/Cost for Existing Waukesha MRF Equipment and Scrap Steel (County Credit)	$	$
TOTAL COST and CREDIT (add i. – v.)	$	$
NET TOTAL: (COST minus CREDIT)	$	
Optional Capital Contribution by Contractor for new MRF Equipment		$
NET ENITY CAPITAL COSTS: (NET Total minus Contractor Contribution)	$	

During evaluation of proposals, the above NET ENTITY CAPITAL COST quote will be converted to a cost per ton per year by amortizing at a 3.5 % rate over a 15-year period. This information will also be used to negotiate with the successful Contractor for equipment replacement fees and capital charges for third-party tonnage.

RFP - ATTACHMENT D (FORM D-4B)
Option A - MRF Operation and Maintenance Cost Per Ton for Processing

Processing Tip Fee and Annual Adjustment Rate for Each Delivered Ton.
Processing Tip Fee is optional and assumed to be $0.00 if not filled out. The Contractor must propose a Processing Tip Fee for both an 80% and 60% Revenue Sharing arrangement.

Education Fund Requirement: The Contractor is required to annually contribute $2.00 per ton to the Education Fund for both the City of Milwaukee and Waukesha County for all delivered tons from the Entity. Attach a separate sheet describing any additional proposed education program costs and funding source(s). See Attachment A (Scope of Services) for examples.

FORM D-4B: PROCESSING TIP FEE CHARGED FOR EACH INCOMING ENTITY TON (MRF Operation and Maintenance Costs Per Ton for Processing) OPTIONAL – ASSUMED TO BE $0.00 PER TON IF NO ENTRIES ARE MADE				
Revenue Sharing Scenario	**Tonnage Per Year** (Milw. & Wauk.Co.)	**Processing Tip Fee For Each Delivered Ton***	**Capital Charge**	**Equipment Replacement Fund**
80% Gross Revenue Sharing with Entity	60,000	**$_____/TON***	Not Applicable (Entity Costs)	50% of the Cost Based on the Entity Approved Capital Equipment Replacement Schedule
60% Gross Revenue Sharing with Entity	60,000	**$_____/TON***	Not Applicable (Entity Costs)	50% of the Cost Based on the Entity Approved Capital Equipment Replacement Schedule

*The Processing Tip Fee shall be subject to an Annual Adjustment Rate as described under Table D-4C. The Annual Adjustment Rate shall not apply to the fees for the Education Fund and Equipment Replacement Fund.

Note: The Contractor is encouraged to procure and process Third Party Tons. For any Third Party Tons delivered, the Contractor shall pay the Entity 100% of the per ton Capital Charge based on the negotiated amortized schedule. In the Executive Summary and Technical Section identify and describe the expected source and quantity of any potential Third Party Tons or state that the Facility would be utilized exclusively for the Entity. If processing Third Party Tons is planned, attach a potential list of material sources.

RFP - ATTACHMENT D (FORM D-4C)
Option A – Transfer Station Operations and Maintenance (O & M) and Transfer Hauling Costs per Ton from Waukesha County

Enter per ton costs for Transfer Station O&M and Hauling recyclables to the Milwaukee MRF, Rolling Stock (capital cost) and Fuel component. Add these three components together to determine Total Transfer/Hauling costs per ton. Reference proposal as needed.

FORM D-4C: TRANSFER/HAULING FEE CHARGED FOR EACH TON DELIVERED TO THE WAUKESHA TRANSFER STATION **ASSUMED TO BE $0.00 IF NO ENTRIES ARE MADE EACH YEAR**	
Waukesha County Tons/Year = 30,000	
1. Transfer Station O&M and Hauling Cost Fee for Each Ton Delivered to Milwaukee MRF, Not Including Costs for Rolling Stock or Fuel *	$_____ /TON
2. Rolling Stock (capital cost) component of the Transfer Station & Hauling Cost **	$_____ /TON
3. Fuel Cost Component of the Transfer Station & Hauling Cost Fee (Base Year) ***	$_____ /TON
TOTAL TRANSFER/HAULING FEE PER TON (1.+2.+3.)	$_____ /TON

Annual Adjustment Rate: During the term of this agreement, Contractor charges subject to an Annual CPI Adjustment Rate shall be adjusted July 1st each year at the Contractor's or Entity's request. For the purposes of this agreement the CPI is defined as Consumer Price Index for All Urban Consumers, all items, in the U.S. Midwest (1982-84=100 unless otherwise noted), not seasonally adjusted. If this index becomes unavailable, the successor CPI factor published by the U.S. Government as agreed to by the Entity and Contractor shall be used. For proposal evaluation purposes, an average CPI rate will be used to project costs.

Fuel Cost Adjustment: The fuel component of the Transfer Fee shall be adjusted annually (July 1st) based on changes in the fuel index from the Department of Energy website Midwest PADD 2 for the #2 Diesel Fuel-Sales to End Users, Average. If a fuel type other than diesel is used, this adjustment factor is subject to negotiation.

* Annual CPI Adjustment Rate per year applies to the operations and maintenance costs, not including the capital cost component of the Rolling Stock or the fuel portion of the transfer fee.

** There is no adjustment rate applied for Rolling Stock portion of the transfer fee.

*** Fuel Cost Adjustment applies to the fuel cost component of the transfer cost.

RFP - ATTACHMENT D (FORMS D-4D and D-4E)

Option A – Revenue Sharing, Residue Rates and Disposal Costs

For Single-Stream Recycling Processing Services as described in this RFP:

1. The Entity is seeking a revenue sharing arrangement that benefits the Entity and the Contractor;
2. All revenue sharing must be for delivery of Recyclable Material from the Entity to the MRF/TS (Materials Recovery Facility/Transfer Station).

Revenue Sharing: Method and Example

1. Method. Identify a method for determining value of recyclables (required). If ACR is chosen, enter the ACR rate for July 2013 for each ton delivered.

2. Example. Attach an example (identify source) on a monthly basis for the past 24 months of the commodity prices the Contractor has received. A Midwest example is preferred, if available.

FORM D-4D: REVENUE SHARE METHOD FOR EACH TON **Identify a Method for Determining Value of Recyclables – Choose One of Those Provided By Checking Box**	
____Option D-4D.1 Average Commodity Revenue (ACR) Approach	Revenue sharing for all Entity recyclables will be based on the commodity revenues received by the Contractor for sale of all recyclables delivered by the Entity, weighted by the percentage of each particular commodity in the average ton of recyclables.
____Option D-4D.2 Other Approaches?	Please specify and show example on an attached sheet.

Residue Disposal: Estimated Percent Residue and Disposal Costs

1. Residue Disposal Costs. The Contractor shall provide for the transportation and disposal, at its cost and expense, of all residue generated by the MRF. The Entity shall reimburse the Contractor for these costs up to the technical standards described in Attachment A.
2. Residue Disposal Estimate. In Table D-4E provide an estimate of percent residue and disposal costs, including the sources of the information.

FORM D-4E: RESIDUE RATE AND DISPOSAL COSTS				
Tons Processed	**Estimated Percent Residue** (ID source)	**Estimated Residue Tons/Year**	**Residue Disposal Fee Per Ton** (ID Source)	**Estimated Annual Residue Disposal Costs** (tons X disposal $/ton)
Milwaukee and Waukesha Co. Tons (60,000/year)	____%	_____Tons	$____ /TON	$_____

Summary of Payments (Option A)

Following is a summary of payments to the Entity and the Contractor based on the provisions of this RFP for Option A - Milwaukee MRF/Waukesha Transfer Station. The source of the information is noted as applicable. The Entity will use the data provided in this section, including these payment calculations, to evaluate proposals.

Summary of Revenue Payment to Entity for Entity Tonnage Only
Gross Revenues (Method to be negotiated)
X Revenue Share to Entity (60%, 80% or as negotiated)
= NET Revenue share
+ $2/Ton X Tons Processed for Educational Fund
+ $X/Ton X Tons Processed for Equipment Replacement Fund (schedule to be negotiated)
= Total Payment from Contractor to Entity

Summary of Revenue Payment to Entity for Third Party Tonnage
Gross Revenues (Method to be negotiated)
X Revenue Share to Entity (as negotiated)
= NET Revenue share
+ $X/Ton X Tons Processed for Capital Costs/Equipment Replacement (as negotiated)
= Total Payment from Contractor to Entity

Summary of Processing Payment to Contractor for Entity Tonnage Only
$ X/Ton X Tons Processed for Processing Fee (Quote from Table D-4B)
+ $X/Ton X Tons Disposed for (pass through) Residue Disposal charges
= Total Payment from Entity to Contractor

Note: "Gross Revenues" is the product of the Total Delivered Tons from the Entity times the Average Commodity Revenue (or other method for determining the value of recyclables).

RFP - ATTACHMENT D (FORM D-5)

Option B – Processing at an Existing Private MRF & Option C – Processing at a New MRF

Capital Cost Proposal Form – Pricing For The Entity (Form D-5A)

Please reference your detailed cost proposal as necessary.

FORM D-5A: MILWAUKEE CAPITAL COSTS FOR TRANSFER STATION CONVERSION AND UPGRADE (Includes Design/Build Costs)		
ASSUMED TO BE $0.00 IF NO ENTRIES ARE MADE		
Not to exceed RFP quote, unless approved by amendment		
	COST	CREDITS
i. Milwaukee MRF Building Modifications (City Cost)	$	$
ii. Credit/Cost for Existing Milwaukee MRF Equipment and Scrap Steel (City Cost/Credit)	$	$
TOTAL COST/CREDIT	$	$
NET TOTAL COST (COST minus CREDIT)	$	

FORM D-5A: WAUKESHA COUNTY CAPITAL COSTS FOR TRANSFER STATION CONVERSION AND UPGRADE (Includes Design/Build Costs)		
ASSUMED TO BE $0.00 IF NO ENTRIES ARE MADE		
Not to exceed RFP quote, unless approved by amendment		
	COST	CREDITS
i. Waukesha MRF Building Modifications (County Cost)	$	$
ii. Credit/Cost for Existing Waukesha MRF Equipment and Scrap Steel (County Cost/Credit)	$	$
TOTAL COST/CREDIT	$	$
NET TOTAL COST (COST minus CREDIT)	$	

RFP - ATTACHMENT D
Option B and C - Operation and Maintenance Cost Per Ton for Processing (Form D-5B)

Processing Tip Fee and Annual Rate Adjustment For Each Delivered Ton. Optional and assumed to be $0.00 if not filled out. The Contractor must propose a Processing Tip Fee for both an 80% Revenue Sharing and a 60% Revenue Sharing arrangement.

Education Fund Requirement: The Contractor is required to annually contribute $2.00 per ton to the Education Fund for both the City of Milwaukee and Waukesha County for all delivered tons from the Entity. Attach a separate sheet describing any additional proposed education program costs and funding source(s). See Attachment A (Scope of Services) for examples.

FORM D-5B: PROCESSING TIP FEE CHARGED FOR EACH INCOMING ENTITY TON (Operation and maintenance cost per ton for processing) **OPTIONAL – ASSUMED TO BE $0.00 IF NO ENTRIES ARE MADE**		
Revenue Sharing Plan	**Entity Tonnage Per Year**	**Processing Tip Fee for Each Delivered Ton**
80% Revenue Returned to Entity	60.000	$_____ /TON*
60% Revenue Returned to Entity	60.000	$_____ /TON*

Annual Adjustment Rate:* During the term of this agreement Contractor Processing Tip Fees shall be adjusted annually (July 1st) at the Contractor's or Entity's request. For the purposes of this agreement the Annual Adjustment Rate is is defined as Consumer Price Index for All Urban Consumers, all items, in the U.S. Midwest (1982-84=100 unless otherwise noted), not seasonally adjusted. If this index becomes unavailable the successor CPI factor published by the U.S. Government as agreed to by the Entity and Contractor shall be used. For proposal evaluation purposes, an average CPI rate will be used to project costs.

RFP - ATTACHMENT D

Option B and C– Transfer Station Operations and Maintenance (O & M) and Transfer Hauling Costs per Ton from Waukesha County (Form D-5C)

Transfer Operations O & M Cost and Transfer Hauling Costs per Ton from Each Partner of the Entity.

FORM D-5C: TRANSFER STATION O&M and HAULING FEE CHARGED FOR EACH DELIVERED ENTITY TON ASSUMED TO BE $0.00 IF NO ENTRIES ARE MADE		
	i. Milwaukee Tons	ii. Waukesha County Tons
TONNAGE	30,000 Tons/Year	30,000 Tons/Year
1. Transfer Station O & M and Hauling Cost Fee for Each Delivered Ton, NOT Including Rolling Stock or Fuel Cost components *	$_____/TON	$_____ /TON
2. Rolling Stock (Capital Cost) Component of the Total Transfer/Hauling Fee**	$_____ /TON	$_____ /TON
3. Fuel Cost Component of the Total Transfer/Hauling Fee (Base Year) ***	$_____ /TON	$_____ /TON
TOTAL TRANSFER/HAULING FEE PER TON (1.+2.+3.)	$_____ /TON	$_____ /TON

Annual Adjustment Rate: During the term of this agreement Contractor Transfer Fee shall be adjusted annually (July 1st) at the Contractor's or Entity's request. For the purposes of this agreement the Annual Adjustment Rate is defined as Consumer Price Index for All Urban Consumers, all items in the U.S., Midwest (1982-84=100 unless otherwise noted), not seasonally adjusted. If this index becomes unavailable the successor CPI factor published by the U.S. Government as agreed to by the Entity and Contractor shall be used. For proposal evaluation purposes, and average CPI rate will be used to project costs.

Fuel Cost Adjustment: The fuel component of the Transfer Fee shall be adjusted annually (July 1st) based on changes in the fuel index from the Department of Energy website Midwest PADD 2 for the #2 Diesel Fuel-Sales to End Users, Average. If a fuel type other than diesel is used, this adjustment factor is subject to negotiation.

* Annual CPI Adjustment Rate per year applies to the operations and maintenance costs, not including the capital cost component of the Rolling Stock or the fuel portion of the transfer fee.

** There is no adjustment rate applied for Rolling Stock portion of the transfer fee.

*** Fuel Cost Adjustment applies to the fuel cost component of the transfer cost.

RFP - ATTACHMENT D
Option B and C – Revenue Sharing, Residue Rates, and Disposal Costs
(Form D-5D)

Processing Revenue Sharing For Each Delivered Ton

For Single-Stream Recycling Processing Services as described in this RFP:

1. The Entity is seeking a revenue sharing arrangement that benefits the Entity and the Contractor; and
2. All revenue sharing must be for delivery of Recyclable Material from the Entity to the MRF/TS (Materials Recovery Facility/Transfer Station).

Revenue Sharing: Method and Example

1. Method. Identify a method for determining value of recyclables (required). If ACR is chosen, enter the ACR rate for July 2013 for each ton delivered.

2. Example. Attach an example (identify source) on a monthly basis for the past 24 months of the commodity prices the Contractor has received. A Midwest example is preferred, if available.

PRICING PART D-5D: PROCESSING REVENUE SHARE FORMULA FOR EACH TON **Identify a Method for Determining Value Of Recyclables – Choose One of Those Provided By Checking Box**	
____Option D-5D.1 Average Commodity Revenue (ACR) Approach	Revenue sharing for all Entity recyclables will be based on the commodity revenues received by the Contractor for all recyclables delivered by the Entity, weighted by the percentage of each particular commodity in the average Delivered Entity ton of recyclables.
____Option D-5D.2 Other Approaches?	Please specify and show example on an attached sheet.

Residue Disposal: Estimated Percent Residue and Disposal Costs

1. Residue Disposal Costs. The Contractor shall provide for the transportation and disposal, at its cost and expense, of all residue generated by the MRF. The Entity shall reimburse the Contractor for these costs up to the technical standards described in Attachment A.
2. Residue Disposal Estimate. In Table D-5E provide an estimate of percent residue and disposal costs, including the sources of the information.

FORM D-5E: RESIDUE RATE AND DISPOSAL COSTS				
Tons Processed	**Estimated Percent Residue** (ID source)	**Estimated Residue Tons/Year**	**Residue Disposal Fee Per Ton** (ID Source)	**Estimated Annual Residue Disposal Costs** (tons X disposal $/ton)
Milwaukee and Waukesha Co. Tons (60,000/year)	____%	_____Tons	$____ /TON	$_____

Summary of Payments (Options B & C)

Following is a summary of payments to the Entity and the Contractor based on the provisions of this RFP for Options B & C (Processing at an Existing or New Private MRF). The source of the information is noted as applicable. The Entity will use the data provided in this section, including these payment calculations, to evaluate proposals.

Summary of Revenue Payment to Entity for Entity Tonnage Only
Gross Revenues (Method to be negotiated)
X Revenue Share to Entity (60%, 80% or as negotiated)
= NET Revenue share
+ $2/Ton X Tons Processed for Educational Fund
= Total Payment from Contractor to Entity

Summary of Processing Payment to Contractor for Entity Tonnage Only
$ X/Ton X Tons Processed for Processing Fee (Quote from Table D-5B)
+ $X/Ton X Tons Disposed for (pass through) Residue Disposal charges
= Total Payment from Entity to Contractor

Note: "Gross Revenues" is the product of the Total Delivered Tons from the Entity times the Average Commodity Revenue (or other method for determining the value of recyclables).

RFP - ATTACHMENT D (FORM D-6)

Single-Stream Recycling Revenue Sharing Example
Cost Proposal Form – Pricing for the Entity

Show a Separate Sheet for each Option, (if necessary).

Provide a spreadsheet showing how your proposed revenue sharing formula would be applied to 60,000 tons of material from the Entity using the following data:

1. Use June 2013 for a month of Processed Recyclables (list source).
2. Use July 2011 thru June 2013 to show average actual revenues for each commodity shown, and the source of the information.

Material	Tons
Aluminum	615
Cartons and Aseptic Containers	19
FE/Tin	1,600
Glass, mixed	13,964
Mixed Paper	1,173
OCC	5,681
ONP #8	28,095
Plastic, HDPE color	876
Plastic, HDPE natural	1,046
Plastic, PET	2,803
Plastic mixed rigid olefins (#'s 2,4,5)	374
Scrap Metal	154
TOTAL TONS	56,400
Residue	3,600
GRAND TOTAL TONS	60,000

RFP - ATTACHMENT D (FORM D-7)

Bid Bond

Form DPW-126 (Rev.5/00)

CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS

LICENSED SURETY CORPORATION BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we……

…….

of ……...
(Street and Number) (City) (State)

as principal and ……. of ……
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee and Waukesha County, Wisconsin, hereinafter called City in

the penal sum of ……..

…….. Dollars,

to be paid to the City: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated …….

20 ....., to the Commissioner of Public Works of the City, according to Official Notice No.....

20 ....., of said Commissioner for furnishing all material, equipment, labor and everything necessary for the

completion of the work of…

…according to plans, specifications and the other contract documents on file in the office of said Commissioner, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety

corporation bound thereto for the faithful performance and proper fulfillment of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this.....day of ..... 20....., the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses …….. (Seal)

(Bidder)

…….

By ……

(Name and Title)

…….

Surety Witnesses ……...……

(Surety)

……

…… By ……..

(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____and Phone Number _____
(Please Print)

NOTE: The affidavit on the following page must be properly executed before this bond will be approved.

AFFIDAVIT

STATE OF WISCONSIN
MILWAUKEE COUNTY } SS

……..…….

being first duly sworn, on oath deposes and says that he is ……..
(Attorney-in-Fact or Agent)

of ……..
(Surety)

surety on the within bid bond executed by ……

Affiant further deposes and says that no city official or city employee of the City of Milwaukee has any interest, directly or indirectly in, or is receiving any premium, commission, fee or other thing of value on account of, the sale or furnishing of said bid bond.

…….

Subscribed and sworn to before me this

..... day of ..... 20 .....

……...
Notary Public, Milwaukee County, Wisconsin

My commission expires.....

RFP – ATTACHMENT D (Form D-8)

Company Financial Information
Financial Capabilities – (Form D-8A)

A. Financial Capability Criteria

In order for the Entity to move forward with confidence in developing a Regional Recycling System for Processing and Marketing of Single-Stream Recyclables, the Contractor must demonstrate its financial capability to successfully undertake the requirements contained in this RFP. This Financial Capability pre-requisite is independent of the Contractor's cost proposal. The Entity requires that all proposed Contractors will need to pass a Financial Capability pre-requisite before moving on to a full review of their Technical Proposals. Those proposals which fail to pass the Financial Capability pre-requisite will be excluded from further consideration.

The information described below shall be submitted for the Contractor entity with which the public Entity will be contracting. Any material guarantees or other support arrangements through a related party to the Contractor entity which strengthens the contractual commitments to the Entity should be described and detailed in the proposal. Please see section B.1.1 #4 below.

Financial capability will be evaluated according to criteria below:

1. The strength of the Contractor entity's financial position as indicated by audited financial statements for the most recently completed fiscal year. This assessment will include liquidity, debt, net equity, and other factors. Related party support arrangements will be considered.
2. The five-year profit performance of the Contractor entity as indicated by its most recent five years of audited financial statements. Additional years of financial statements may be submitted to support the financial performance of the Contractor entity.

B. Financial Capability Documentation

The following documentation is required:

1. Audited Financial Statements for each of the Contractor's last five fiscal years or for the years that the Contractor has been in business if less than five years. This documentation includes the financial statements, audit opinion, notes to the financial statements, auditor's management letter and any other produced audit work products.

If the 'balance sheet' date of the most recently audited Financial Statements provided is prior to December 31, 2012, the Contractor must also provide **Interim Financial**

Statements consisting at a minimum of a Balance Sheet and Income Statement for the period beginning with the balance sheet date of the most recently audited financial statements **through June 30, 2013 or later.**

2. Statement of Subsequent Events Certification by the Contractor's Chief Financial Officer disclosing the occurrence or non-occurrence of any material events subsequent to the release of the most recently audited financial statements that could adversely impact the financial position of the Contractor entity or its related parent/supporting entity is required. Such events would include a current or anticipated bankruptcy filing, the assumption of material additional debt obligations, debt or credit rating downgrade, payment or technical default of a debt indenture agreement, material write down or write-off of company assets, etc. Should such material events occur, additional information may be required by the Entity.

3. Confirmation Letter from the Contractor's financial institution(s) outlining the total of lines of credit granted and the amount of credit that remains available and not drawn upon as of July 31, 2013 or later.

4. Statement of Related Party Support Arrangements If a parent company or other related party is guaranteeing, securing, or otherwise supporting the continuous financial and operational performance of the Contractor throughout the term of this recycling Contract, such arrangements should be fully documented. The purpose of the support arrangement, the extent or scope of the support and the method(s) utilized to provide the desired support should be explained. **In this case, the related party's financial information is also required consistent with this section**.

NOTE: If the Contractor is **a subsidiary** of a parent company, then the subsidiary company's financial information must be provided consistent with this section. If any proposal is submitted by a **Joint Venture**, the specific financial information detailed in this section B.1.1 is required from each corporate venturer. For individual venturers, financial information regarding the individual venturer(s) may be required and will be identified and communicated to the proposer within five business days of the proposal submittal due date. **Major subcontractors** may be required to submit financial information dependent on the Entity's subsequent analysis of each subcontractor's financial and operational responsibilities. Any such financial information requirements for subcontractors will be identified and communicated to the proposer within five business days following the proposal submittal due date.

RFP – ATTACHMENT D (FORM D-8B)

Company Financial Information
LITIGATION HISTORY

The Contractor must provide a history for the last five years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving $100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Contractor must provide the following:

1. The name of the claim, arbitration, litigation or action;
2. The amount at issue or the criminal charges alleged; and
3. The status or final disposition of the case.

The Contractor must also provide details of any current or threatened legal actions against the Contractor or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Contractor or its parent company for services relating to solid waste management, or against such a government entity by the Contractor or its parent company or joint venture company(ies). For each action, the Contractor must provide the following:

1. The name of the action and the court in which the action is pending; and
2. The action number and the amount at issue.

The Contractor shall provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Wisconsin Department of Natural Resources or any local enforcement agency. The list shall include name of the regulatory agency and the date of enforcement action.

The Contractor shall inform the Entity if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five years.

The Contractor must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five years.

****INSERT HISTORY OF LITIGATION AS DESCRIBED ABOVE AFTER THIS PAGE.**

RFP – ATTACHMENT D (FORM D-8C)

Company Financial Information
BUSINESS REFERENCES

The Entity requires all applicants to submit three references.

Reference #1

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #2

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

Reference #3

Business Name:	
Contact:	
Address:	
Phone Number:	
E-mail Address:	

RFP - ATTACHMENT D (FORM D- 9)

CITY OF MILWAUKEE AND WAUKESHA COUNTY
RFP #118-2013 Regional Recycling System for Processing and Marketing of Single-Stream Recyclables

August 27, 2013

RFP SIGNATURE PAGE
All RFP's must be signed to be considered

OFFER AND ACCEPTANCE

The proper submission of this form by the Contractor will be considered as the Contractor's offer to enter into contract(s) in accordance with the provisions herein set forth.

The submission of a proposal shall be considered as a representation that the Contractor has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable state, federal, and local regulations that affect, or may at some future date affect the performance of the contract(s). All quoted conditions and prices submitted shall remain firm for one hundred fifty (150) calendar days from opening date.

If your proposal is accepted and contract(s) issued, then this Request for Proposal inclusive of its Terms and Conditions, and all documents attached hereto including any amendments, the Contractor's Technical Proposal and Cost Proposal and any other written offers/clarifications made by the Contractor and accepted by the Entity, will be incorporated into the entire contract(s) between the Entity and your firm, and it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be deemed to exist or bind any of the parties hereto.

Acceptance will take place only upon award and execution of this document by the proper Entity officials, and delivery of the fully executed contract to the Contractor. Acceptance may be revoked at any time prior to delivery of the fully executed contract(s) to the successful Contractor. The contract(s) may be amended only by written agreement by the Contractor and the Entity.

Complete all boxed areas, including amendment number(s) and manually sign the document prior to submitting. By signing below we agree to furnish all items listed in the above referenced RFP inclusive of applicable specifications, amendments and the RFP's Terms and Conditions.

I have reviewed the "Request for Proposal" identified above and Amendment Nos. [ ] all other contract documents, plans, and specifications and have carefully examined the same in detail before submitting this proposal.

Contractors Firm:			
Address, City, State, Zip:			
Telephone No:		**Fax No:**	
E-Mail:			
TO BE SIGNED & SUBMITTED BY THE PERSON AUTHORIZED TO LEGALLY BIND YOUR FIRM TO THIS CONTRACT			
Submitted By:			
	(Manual Signature Required)	(Printed Name Required)	
Title:		**Date:**	

ATTACHMENT E: SAMPLE CONTRACT

The Contract below is only a partial contract to help assist Contractors to better understand the needs and expectations of the Entity and the relationship between the Entity and the Contractor. The RFP (Official Notice # 118 – 2013) has three different options and this contract does not outline sections to cover all the options. Rather, this document is provided to assist Contractors in understanding terms that will apply regardless of option selected. The Contractors should understand that this sample contract is only a framework of certain required terms, and that the selected proposal, along with the RFP and any counter proposal will be incorporated into a final definitive Contract(s).

In addition, the elements of the contract related to the construction of a new MRF and Transfer Station (MRF/TS) under Option A have not been explicitly included in this sample contract. The conditions identified for Option A will be incorporated by reference and additional contract language may be incorporated in final contract(s) to ensure enforcement and compliance related to, among other things, the construction of a new MRF/TS, including but not limited to: Time of Construction Completion; Design and Construction of the MRF/TS; Construction Contract Sum; Delays and Work Changes; Start-up and Acceptance Testing; MRF/TS Construction Price; Invoices and Payments; and Contractor Guarantees of MRF/TS Performance.

Note: Any Contractor Exceptions to the provisions in this Sample Contract should be stated in their proposal. The number and extent of any exceptions taken will be considered in proposal evaluation.

CONTRACT FOR REGIONAL RECYCLING SYSTEM FOR PROCESSING AND MARKETING OF SINGLE-STREAM RECYCLABLES

Between

CITY OF MILWAUKEE
WAUKESHA COUNTY

AND

_____

OFFICIAL NOTICE # 118-2013

CITY OF MILWAUKEE
DEPARTMENT OF PUBLIC WORKS
841 N. BROADWAY
MILWAUKEE, WI 53202

WAUKESHA COUNTY
DEPARTMENT OF PARKS AND LAND USE
515 W. MORELAND BLVD.
WAUKESHA, WI 53188

CONTRACT FOR REGIONAL RECYCLING SYSTEM FOR PROCESSING AND MARKETING OF SINGLE-STREAM RECYCLABLES

This **CONTRACT FOR REGIONAL RECYCLING SYSTEM FOR PROCESSING AND MARKETING OF SINGLE-STREAM RECYCLABLES** ("Contract") is entered into on the _____, between the City of Milwaukee, and Waukesha County (collectively referred to as the "Entity"), and _____ ("Contractor") a corporation, incorporated under laws of the State of _____.

In consideration of the mutual premises set forth below, the Contractor and the Entity agree as follows:

ARTICLE I: DEFINITIONS

1.01 Definitions

For purposes of this Contract, the definitions listed in Section X of the Request for Proposal apply to this Contract and are incorporated herein. Capitalized terms not otherwise defined herein shall have the definitions assigned to them in the Request for Proposal.

1.02 Terms Generally

Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation” except as the context may otherwise require.

ARTICLE II: SCOPE OF WORK

The Contractor agrees to furnish all of the materials, equipment and labor necessary to perform all of the work and operations; and to abide by all the duties and responsibilities applicable to it for the Project in conformance with this Contract, including its attachments and amendments, if any, and the Entity’s Request for Proposals, dated _____, including any addenda, and the Contractor’s proposal dated _____. The RFP and Contractor’s proposal are considered part of this Contract. If there is any discrepancy between the documents, the ranking order for prevailing language shall be first this Contract, then the Proposal, and then the RFP.

ARTICLE III: CONDITIONS PRECEDENT AND FINANCING

3.01 Conditions Precedent

The Entity shall not be obligated to perform under this Contract unless, prior to the Commencement of Work, the Conditions precedent in section 3.02 have been satisfied. The Contractor shall not be obligated to perform under this Contract unless, prior to the Commencement of Work, the conditions precedent in Section 3.02 have been satisfied.

3.02 Conditions Precedent to Entity and Contractor Obligations

(a) No action, suit, proceeding or official investigation shall have been commenced by any Person or publicly announced or commenced by any federal, State, or local governmental authority, that seeks to enjoin, assess civil or criminal penalties against, assess civil damages against or obtain any judgment, order or consent decree with respect to the Entity or the Contractor, provided, however, that any such action, suit, proceeding or investigation would, if adversely determined, materially affect this Contract, or the performance by the Parties of their obligations hereunder or the transactions contemplated hereby.

(b) No change shall have occurred after the Contract Date and on or before the Notice to Proceed Date in any applicable federal, state, or local law, or any applicable federal, state, or local rule, regulation or ordinance hereunder, or in the interpretation thereof by any applicable regulatory authority, that would make the execution or delivery by the Entity or the Contractor of this Contract, a violation of such law, rule regulation or ordinance.

ARTICLE IV: INSURANCE, SAFETY AND LOSS CONTROL

4.01 Contractor's Insurance

A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the ENTITY as set forth in below, during the terms of this Contract or any extension thereof.

B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin, **and all insurers must be rated A- VIII or better by A.M. Best**. Such insurance should be primary. CONTRACTOR shall furnish the ENTITY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Waukesha County and the City of Milwaukee, its boards, commissions, agencies, officers, employees and representatives as **additional** insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the ENTITY.

D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the ENTITY'S discretion.

1. Workers' Compensation and Employer's Liability:

Workers' Compensation		
Employer's Liability		Statutory
Liability injury by accident	each accident	$100,000
Bodily injury by disease	each employee	$100,000
	Policy limit	$500,000

To Include:

- Other States coverage
- United States Longshoremen and Harbor Workers Compensation Act Endorsement (if transport of waste of any type includes delivery to sites where material is stored adjacent to navigable bodies of water or must be loaded on vessels, scows, barges, etc.).

2. General Liability Insurance:

Limits of Liability		
Bodily injury/property damage	each occurrence	$1,000,000
	General aggregate	$1,000,000
	Products/completed Operations aggregate	$1,000,000

To Include:

- Occurrence coverage
- Commercial general liability insuring agreement
- Coverage for the following hazards:
    - Premises/operations
    - Products/completed operations
    - Independent contractors
- Contractual liability for risks assumed in this Contract
- General aggregate limit to apply to each site

3. Motor Vehicle Liability:

Limit of Liability		
Bodily injury/property damage	each accident	$1,000,000

To include:

- Coverage for the operation of any owned, non-owned, or hired motor vehicle Contractual liability for risks assumed in the Contract

- Pollution Liability – Broadened Coverage for Coverage Autos Endorsement
- MCS – 90 Endorsement

4. Umbrella:

Limits of Liability		
Bodily injury/personal injury/		
Advertising injury/property damage	each occurrence	$10,000,000
	General aggregate	$10,000,000
	Products/completed	
	Operations aggregate	$10,000,000

To Include:

- Occurrence form will apply over the primary employer's liability, general liability, and automobile liability limits.

5. Pollution Legal Liability and Environmental Impairment Liability (EIL)

Limits of Liability		
Bodily injury/property damage	each loss	$10,000,000
	Aggregate	$10,000,000

To Include:

- Insuring agreement which will protect against sudden and gradual occurrences at:
  - City of Milwaukee owned transfer stations and self-help center sites and Waukesha County Transfer facility
  - Landfills
  - Other permitted disposal facilities
  - Deletion of contractual exclusion from the insuring agreement
  - Explanation of terms with regard to the time period and cost for extended discovery period.
  - Defense costs shall be outside the policy limit.

6. Owner's & Contractor's Protective Liability:

The Contractor shall procure and maintain during the life of this Contract, Owner's & Contractor's Protective Liability with limits of liability not less than $3,000,000 per occurrence and/or aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage. The Entity shall be "Named Insured" on the coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

In the case of all Contracts involving on-site work, insurance certificates shall be filed with the Entity giving satisfactory evidence of insurance as stipulated above before the work under this Contract begins. The certificates shall be maintained during the life of the Contract including the guarantee period and during any warranty work. All insurance certificates shall contain an unconditional thirty (30) Day written notice of cancellation in favor of the Engineer, and shall also name the City of Milwaukee and Waukesha County and their respective boards as an insured party. The insurer must be satisfactory to the Entity.

4.02 Insurance Proceeds

The proceeds of any insurance recoveries from the policies required to be maintained pursuant to this Article V shall be paid to the City or County Treasurers, which shall apply the proceeds as directed by the Entity.

4.03 No Limitation

Nothing contained in this Article V shall be construed or deemed as limiting the Contractor's obligations under this Contract to pay damages or other costs and expenses as may be specifically provided for in other Articles of this Contract, or as required at law or in equity

ARTICLE V: INDEMNIFICATION AND WAIVER

5.01 Indemnification

The Contractor shall protect, indemnify, and hold harmless the Entity and its officers, officials, employees, agents and consultants (the "Entity Indemnified Parties"), from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the Entity Indemnified Parties in any proceeding or suit, including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property, arising out of the acts or omissions of the Contractor in the performance (or breach or nonperformance) of the Contractor's obligations under this Contract. This includes any injury, death, damage or loss arising from or connected to the operation of and activities at the Facility(ies), and specifically includes claims or causes of action based upon Wisconsin's safe place law. The Contractor is not, however, required to protect, indemnify or hold harmless any Entity Indemnified Party for loss or claim resulting from performance (or nonperformance) of the Entity's obligations under this Contract or the negligence or willful misconduct of any Entity Indemnified Party. The Contractor's indemnity obligation is for the exclusive benefit of the Entity Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the Entity by the Contractor by this paragraph shall not be limited by any limitation elsewhere in this Contract of the Entity's remedies for breach or default by the Contractor.

5.02 Waiver

The Entity shall not be liable to the Contractor or its employees for any injuries to Contractor's employees arising out of the performance of the Contract. The Contractor agrees to waive any and all rights of recovery from the Entity for worker's compensation claims made by its employees and shall ensure that its worker's compensation insurance policy is endorsed with such a waiver whereby the insurer gives up its right to subrogate claims against the Entity. Furthermore, the Contractor agrees that the indemnification and hold harmless provisions within this Contract extend to any claims brought by or on behalf of any employee of the Contractor.

5.03 Payment and Defense

Any obligation of the Contractor to act under this Article VI shall commence upon notice of any claim, charge or demand of potential liability, loss, fine, penalty or charge against any Entity Indemnified Party. The Contractor may elect to defend any liability, loss, fine, penalty or charge with its counsel and may settle any matter by applying the settlement; provided however, no payment, confession of judgment, or acknowledgment of liability, loss, fine, penalty or charge shall be made against the Entity or any other Entity Indemnified Party, and no settlement finalized without the Entity's express written consent, and the Entity further reserves the right to select its own counsel in defense of the matter. Any obligation of the Contractor to make payment under this Article VI shall become due and payable when and as any liability, loss, fine, penalty or charge incurred by the Entity Indemnified Party becomes due and payable. Time is of the essence in the performance of the obligations under this Article V.

5.04 Survival

This Article V shall survive termination of this Contract.

ARTICLE VI: UNCONTROLLABLE CIRCUMSTANCES

6.01 Force Majeure

A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies (a "Force Majeure Event"), CONTRACTOR shall immediately give notice to the ENTITY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the ENTITY may, by giving written notice, terminate this Contract.

B. If the ability of the ENTITY to compensate the CONTRACTOR is delayed by reason of a Force Majeure Event, the ENTITY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by ENTITY due to circumstances under this paragraph.

6.02 Cooperation: Risk of Loss

The Parties shall use their best efforts, and shall cooperate, to overcome or remove any Uncontrollable Circumstance and to mitigate the effect such Uncontrollable Circumstance has on the Facility operations. However, each Party assumes the risk of any loss, damage, cost or expense it incurs or suffers which results from an Uncontrollable Circumstance.

6.03 Processing Priority

The Contractor must make the Entity's materials first priority for processing. If an Uncontrollable Circumstance results in the Facility suspending operations, the Contractor shall find an alternative solution wherein the Recyclable Material is responsibly processed under the guidelines of this Contract to the extent possible. If an Uncontrollable Circumstance results in the Facility being unable to receive or Process Recyclable Material to its full capacity, the Contractor shall continue to operate the Facility to the extent of its reduced capacity and find an alternative solution wherein the remaining Recyclable Material is responsibly processed under the guidelines of this Contract.

6.04 Deposit Bill Legislation

If legislation is enacted on a State or national level that requires a redeemable deposit on any of the items listed as Recovered Material, the Parties agree that the Contractor's economic position has been impacted. Therefore, the Contractor and the Entity will renegotiate the revenue of this Contract in good faith to address the economic impact. If the Parties cannot reach a mutually satisfactory agreement, the Contractor may terminate this Contract with six (6) months' notice to the Entity without further obligation.

ARTICLE VII: CASUALTY TO THE FACILITY

7.01 Casualty to the Facility

If all or substantially all of an Entity-owned Facility shall be destroyed or damaged by tornado, fire or other casualty, the Entity shall have the right to declare this Contract terminated without any damages payable to Contractor. If substantially less than all of the Entity-owned Facility shall be destroyed or damaged by tornado, fire or other casualty, the Entity may, at its option, undertake to repair the damage or destruction or terminate this Contract with some measure of appropriate severance damages payable to Contractor.

ARTICLE VIII: TERMINATION, DEFAULT, BREACH

8.01 Failure to Perform

The failure of either the Entity or the Contractor to perform any of its material obligations under this Contract or the failure of the Contractor to meet any of it guarantees under this Contract, other than a failure that results from an Uncontrollable Circumstance, shall constitute a default by that party and a breach of this Contract. Subject to the provisions in Section 8.03 concerning notice of the circumstances of default and the right to correct or cure, a default shall entitle the other party to (i) declare this Contract terminated, or (ii) seek such legal or equitable remedies, including damages, as are permitted by the law of Wisconsin, or (iii) both.

8.02 Additional Acts of Default

In addition to the above failures constituting a breach and default, the following shall also constitute a default and a breach by the Contractor which entitles the Entity to the rights and remedies above: the failure by the Contractor to operate the Facility at an average throughput capacity for any month of at least 90 percent of the Processing Guarantee or such lesser amount delivered to the Facility on behalf of the Entity, unless due to an Uncontrollable Circumstance.

8.03 Notice of Default

If the Entity or Contractor believes the other party is in default and has breached this Contract, it may not exercise any of its rights set forth in Section 8.01 unless (a) it gives the other party written notice of the facts which it believes constitute the default, and (b) 30 days have elapsed from the time such notice was given and the defaulting party has failed to correct or cure the default. No cure periods shall apply to defaults under Section 8.02(b).

8.04 Additional Termination Rights

In addition to the above termination rights, the Entity shall also be entitled to terminate this Contract if an Uncontrollable Circumstance prevents the Entity or the Contractor from meeting any of their respective obligations for a period of 90 continuous days or more.

8.05 Cumulative Rights

All rights and remedies conferred on the Parties by this Article are cumulative and no one remedy is exclusive of any other remedy.

8.06 Transfer of Operations on Termination or Expiration

If this Contract is terminated pursuant to this Article VIII or expires pursuant to Article XII, the Contractor shall cooperate and work with the Entity to achieve a prompt and smooth transition of the operation of Entity-owned Facilities.

ARTICLE IX: RECORDS AND CONFIDENTIALITY

9.01 Public Records Law

Records shall be maintained in accordance with requirements prescribed by the Entity with respect to all matters covered by this Contract. The Contractor and the Entity both understand that the City and County are bound by Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, *et seq*. Contractor acknowledges that it is obligated to assist the City and County in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the City and County harmless from liability under that law. Except as otherwise authorized, these records shall be maintained for a period of seven (7) years after receipt of the final payment under this Contract.

9.02 Entity Obligation of Confidentiality

(a) The Entity shall hold in strict confidence any Confidential Information which its obtains from the Contractor and shall take all reasonable precautions to prevent disclosure of Confidential Information to third parties, except for disclosure of Confidential Information to third parties permitted under this Contract. The Entity shall only use Confidential Information for purposes of its rights and interest in the Facility and under this Contract. The Contractor recognizes and agrees, however, that disclosure of Confidential Information may be required: (1) if required to enable the Engineer to perform the Engineer's responsibilities in connection with its duties for the Entity; (2) if disclosure to any governmental agency is necessary to obtain and maintain any permits, licenses, or other approvals with respect to the construction and operation of the Facility pursuant to federal, State or local regulatory requirements or (3) if disclosure is required pursuant to Section 9.02(b) of this Contract. The Entity shall promptly notify the

Contractor of any request or need for disclosure of Confidential Information and the purpose of the request or need. Prior to any disclosure contemplated herein, the Contractor, at its sole cost and expense may participate with the Entity in discussions with the requesting party and may comment on the scope of the proposed release of the requested Confidential Information.

(b) The rights and obligations of the Parties with respect to the Confidential Information are subject to Wisconsin's Public Records Law, Wis. Stat. §§ 19.31-19.39. The Entity shall promptly give Contractor notice of its receipt of any request for Confidential Information made under Wisconsin's Public Records Law. The Entity shall consult with Contractor prior to submitting any response unless the Entity, in its sole judgment, determines that as a matter of Wisconsin law the information cannot be kept confidential. The Parties acknowledge and agree that the determination of the confidentiality of any information subject to the Contract shall be determined as an issue of Wisconsin law. All costs associated with attempting to keep Contractor information confidential, including costs incurred by the Entity, shall be paid by Contractor. The Contractor acknowledges that these costs may include attorney fees of the requesting party if a lawsuit is required for the requesting party to obtain the documents. Notwithstanding anything else provided in this Contract, the Contractor acknowledges and understands that the Entity has no obligation to refrain from producing claimed Confidential Information if it determines, in its sole discretion, that such disclosure is required by Wisconsin's Public Records Law. If the Contractor disagrees with the Entity's determination that information must be produced, its sole remedy is to seek a protective order from a court of competent jurisdiction, at its sole cost and expense.

9.03 Identification of Confidential Information

Any document or portion of a document containing Confidential Information which is delivered by Contractor into the possession of the Entity, its representative or consultant, shall by clearly labeled with the words "Confidential Information".

9.04 Survival

This Article IX shall survive termination of this Contract.

ARTICLE X: REPRESENTATIONS

10.01 Representations of Contractor

The Contractor represents to the Entity that:

(a) The Contractor is qualified to do business in the State of Wisconsin and is duly qualified to do business wherever necessary to carry on the business and operations contemplated by this Contract.

(b) The Contractor has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance: (i) has been authorized by its governing body, (ii) do not require the approval of any governmental officer or body, other than those permits or approvals contemplated to be obtained after the date of execution of this Contract, (iii) will not violate any judgment, order, law or regulation applicable to the Contractor or any provisions of the Contractor's articles of incorporation and by-laws and (iv) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Contractor under any contract or instrument to which the Contractor is a party or by which the Contractor or its assets may be bound or affected.

(c) The Contractor holds, or is expressly authorized under, the necessary patent rights, licenses and franchises to design, construct, and operate a Facility pursuant to the terms of this Contract.

(d) This Contract has been entered into and delivered and constitutes a legal, valid and binding obligation of the Contractor, fully enforceable in accordance with its terms.

(e) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Contractor's knowledge, threatened against the Contractor, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the Contractor of its obligations or the other transactions contemplated, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other contract or instrument entered into by the Contractor in connection with the transactions contemplated.

(f) There has been no material adverse change in the Contractor's financial condition since the initial submission of financial information pursuant to the Entity' Request for Proposals.

ARTICLE XI: FINANCIAL ASSURANCES

11.01 Performance and Payment Bond

Prior to Contract execution, Contractor agrees to provide the Entity with a Performance Bond and a Payment Bond guaranteeing the Contractor's full and faithful performance of all its obligations under this Contract, including payment of subcontractors. The Performance and Payment Bonds shall be from a surety company licensed to do business in the State of Wisconsin. The Entity shall be named as beneficiary and the form of the Performance and Payment Bonds shall be acceptable to and approved by the Entity. The Entity may draw on the Performance and Payment Bond to compensate it for damages, losses, costs or expenses sustained by the Entity due to a default under this Contract by the Contractor.

(a) Construction work: A separate Performance and Payment Bonds shall be required during the construction phase of work for any aspect of construction work to Entity Facilities. The amount of the Performance and Payment Bonds for construction work, if applicable, shall be 100% of the proposed costs for design, equipment, labor and services during MRF/TS construction phase.

(b) Service work: The Performance and Payment Bonds for the on-going service work under the Contract must state that all services shall be executed in accordance with the conditions of this Contract and all applicable regulations, and shall remain in effect for the entire contract period. The amount of the Performance and Payment Bonds shall be based on the annual costs of processing ENTITY Recyclable Material. The Performance and Payment Bonds must be renewable automatically on an annual basis without amendment. The Performance and Payment Bonds shall require the ENTITY and the CONTRACTOR to be notified in writing by the issuer a minimum of sixty (60) days prior to any proposed changes to the Performance and Payment Bonds, including non-renewal. In the event of non-renewal, the CONTRACTOR shall provide the ENTITY evidence of the new source of surety within twenty-one (21) days after the ENTITY'S receipt of the non-renewal notice.

11.02 Payment Guarantee

Contractor shall obtain written guarantees in a form approved by the Entity from all affiliates to guarantee any payment required of the Contractor to the Entity pursuant to this Contract, including revenue sharing proposals for the sale of recyclable material processed, and fees required under this Contract for equipment replacement and building maintenance.

11.03 Contract Not an Asset

It is agreed that in the event the Contractor shall be adjudged bankrupt, a receiver appointed or a general assignment for the benefit of creditors is made or it is proven insolvent or fails in business that the Contract shall not be an asset of the Contractor. A memorandum of this provision shall be recorded by the Contractor on any privately owned site used by the Contractor for the performance of the work specified in the Contract.

ARTICLE XII: MISCELLANEOUS

12.01 Term

Unless sooner terminated in accordance with the provisions of this Contract, this Contract shall commence on the Contract Date and continue in effect until 10 years following the Acceptance Date with an option to extend the Contract an additional 5 years at the sole discretion of the Entity. This option shall be exercised in writing and delivered to the Contractor. The Entity will provide a notice of renewal or cancellation of the Contract to the Contractor a minimum of 6 months prior to the expiration of the Contract.

12.02 Renegotiation of Contract

In recognition of uncertainties due to possible technological developments, changing governmental regulations, and other unforeseen happenings, the unit price and other terms of the contractual relations between the parties may be subject to good faith renegotiations at the request of the City, County or the Contractor.

12.03 Visitation Rights

During the term of this Contract, the Entity and its representatives and invitees (except for competitors of the Contractor), and representatives of regulatory agencies shall have the right to visit the Facility. In connection with the visits, the Entity shall comply, and shall cause its agents, representatives, employees or invitees to comply, with all reasonable safety rules and regulations adopted by the Contractor.

12.04 Permits and Environmental Requirements

The Contractor, at its cost and expense, shall on a timely basis obtain all permits, licenses and approvals required for the design, construction, start-up, Acceptance Testing, and Processing of the Facility(ies). The Entity will cooperate with Contractor as necessary to obtain any permits issued to the Entity.

12.05 Regulatory Requirements

The Contractor shall comply with all requirements of any applicable environmental laws and regulations or other applicable laws, ordinances, codes, regulations and rules and any permits issued, which are necessary for the design, construction, start-up, Acceptance Testing, and Processing of the Facility(ies). Contractor shall be liable for any fines issued with respect to any failure to comply with such laws, ordinances, codes, regulations, rules or permits, and shall defend and hold the City and the County harmless from any such fines issued to either as the result of Contractor's failure.

12.06 Access to Information

If requested, the Contractor shall provide the Entity and its auditors access to and furnish them with information, records and reports regarding powers, duties, activities, organization, property, financial transactions, utility bills, repair costs, and repair history for MRF equipment and methods of operation, or any other information, records and reports that relate directly or indirectly to the services being rendered pursuant to this Contract. The Contractor shall also provide access for the Entity and its auditors to inspect all property, MRF equipment and Facilities that are used or made use of by the Contractor in rendering its services pursuant to this Contract. All provisions of this paragraph shall continue for a period of three years following termination of this Contract.

Any information, records and reports provided to or obtained by the Entity or its auditors pursuant to the preceding paragraph, or which the Entity or its auditors otherwise come into possession of pursuant to this Contract, shall be subject to the provisions of Wisconsin's Public Records Law, including provisions regarding limitations upon access based upon trade secret information and state or federal restrictions.

12.07 Facility Inspection

(a) The Entity may, at its cost and expense and with the full cooperation of the Contractor, inspect any Facility to determine whether the Contractor is in compliance with all of its obligations under this Contract. If such inspection shall reveal that the Contractor is not in compliance with such obligations, the Entity shall furnish the Contractor with a copy of any report made as a result of any such inspection and may issue a Notice of Default pursuant to section 8.03. At the Contractor's cost and expense, the Facility shall be re-inspected to determine if the non-compliance has been corrected.

(b) In connection with such inspections, the Entity shall, on behalf of itself, its agents and representatives, comply, and cause its, agents and representatives to comply, with all reasonable rules and regulations adopted by the Contractor.

(c) Inspections by federal, State, or local officials pertaining to permits or licenses necessary for the operation of the Facility(ies) may be conducted without prior notice to the Contractor, except as otherwise provided by applicable law. The Contractor shall notify the Entity of any such inspection.

12.08 Audit

The Contractor shall provide to the Entity pertinent financial data relative to performance under this Contract.

All inbound and outbound load weights shall be recorded using certified scales. All market sales weights, pricing, rejects and payments shall be recorded. All Residual Material shall be weighed and recorded. All equipment repairs and related costs shall be recorded and supported by invoices where applicable. Equipment maintenance including all preventative maintenance shall be recorded and organized in a maintenance data tracking system. Said records, accounts and expenses shall be kept in accordance with generally accepted accounting principles and conform as far as possible to the requirements of the Entity and shall at all reasonable times be open to inspection by the Entity or its designee.

A certified audit shall be made annually of such books and accounts by an independent firm of certified public accountants acceptable to the Entity. Not later than 4 months after the close of each calendar year, a report of such audit shall be furnished to the Entity

Such audit shall be prepared in accordance with generally accepted auditing standards and the report shall contain:

(a) Complete financial statement presenting fairly the financial position and the results of operations under this Contract including balance sheets, income statements, and statement of cash flows.

(b) The auditors' unqualified opinions on such financial statements.

(c) Complete footnote disclosure as required by the American Institute of Certified Public Accounts.

(d) The auditor's comments regarding the manner in which the Contractor has carried out the requirements of the Contract, effectiveness of internal controls, and the auditor's recommendation for any changes or improvements.

(e) A list of the insurance policies in force at the end of the calendar year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy.

All expenses incurred in the making of the audits required in this section 12.08 shall be paid by the Contractor. The Contractor further agrees to furnish a copy of each such audit report to the Entity. City and County officers shall have the right to discuss with said auditors the contents of the audit and to obtain such additional information as it or they may reasonably require.

12.09 Assignment

The Contractor may not assign obligation to perform under this Contract without the prior consent of the Entity. Assignment shall not relieve the Guarantor or Contractor from their obligations and undertakings under the Guarantee and the Contract. Further, the Performance Bond and the Payment Bond shall remain in full force and effect.

12.10 Subcontracts

The Contractor shall use all reasonable efforts to assure that all contracts with its Subcontractors and suppliers are assignable to the Entity. Additionally, the Contractor shall use all reasonable efforts to obtain subcontracts which include competitive warranties and guarantees of services, materials and equipment.

12.11 Notices

All notices, demands, requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by certified or registered mail, postage prepaid with return receipt requested, at the addresses and shall be effective on receipt:

(a) If to the City:

Rick Meyers, Resource Recovery Program Manager
City of Milwaukee
Department of Public Works
841 N. Broadway, Room 620
Milwaukee, WI 53202

(b) If to the County:

Perry Lindquist, Land Resources Manager
Waukesha County
Department of Parks & Land Use
515 W. Moreland BLVD.
Waukesha, WI 53188

(c) If to the Contractor:

Name/Title
Address

Parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice signed on behalf of the notifying Party by an authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of the Party by an authorized officer or employee.

Unless specifically provided elsewhere in this Contract, a Party shall have fifteen (15) Days after receipt of written notice of any breach of this Contract or failure to fulfill any requirement of this Contract to cure the breach, or to commence and diligently pursue the cure of the breach which cannot reasonably be cured during the fifteen-Day period.

12.12 Relationship of the Parties

Neither the Entity nor the Contractor shall have any responsibility to perform services for or to assume contractual obligations which are the obligation of the other Party.

The Contractor agrees that it is an independent contractor with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the Parties or their respective employees.

12.13 Waiver

Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right or to declare any breach of this Contract shall impair the right or shall be construed to be a waiver of a default, but the right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting the waiver. If any representation, warranty or covenant contained in this Contract is breached by either Party and waived by the other Party, the waiver shall be limited to the particular breach waived and shall not be deemed to waive any other breach under this Contract. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

12.14 Article and Section Captions

The Article and Section headings and captions in this Contract are included for convenience only and shall not be considered a part of the Contract or affect in any manner the construction or interpretation of the Contract.

12.15 Amendment

No amendment, modification or change to this Contract shall be effective unless in writing and executed by the Parties.

12.16 No Other Contract

All negotiations, proposals and contracts prior to the date of this Contract, written or oral, are void. There are no contracts or understandings other than those written or specified in this Contract, which includes the attached Schedules. This Contract constitutes the entire contract between the Entity and the Contractor with respect to the subject matter hereof.

12.17 Successors and Assigns

This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Entity and the Contractor.

12.18 Execution of Documents

This Contract may be executed in any number of duplicate originals, any of which shall be regarded for all purposes as an original, but together make a single Contract.

12.19 Severability

In the event that any provision of this Contract in any respect shall, for any reason, be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the other terms of this Contract shall remain in full force and effect and be construed in such a manner as to implement and give effect to the intentions of the Parties as reflected in the Contract. To the extent necessary to have such effect, the Parties shall negotiate in good faith for necessary amendments, modifications or supplements of or to this Contract.

12.20 Further Assurances

Each Party agrees to, and shall use all reasonable efforts to, provide such information, execute and deliver any instruments and documents and take such action as may be necessary or reasonably requested or required by the other Parties which are not inconsistent with the provisions of this Contract and which do not involve the assumption of obligations other than those provided for in this Contract in order to give full effect to this Contract and to carry out the intent of this Contract.

12.21 Agreement Governed by Wisconsin Law

This Contract shall be governed by the laws of the State of Wisconsin. Any court actions between the Parties shall be in either the Circuit Court for Waukesha County or Milwaukee County, Wisconsin, and each Party hereto expressly consents to the jurisdiction of said courts.

12.22 Protection of the Public and of Work and Property

The Contractor shall take all necessary and reasonable precautions for the protection and safety of the public and to adequately protect adjacent private and public property. It shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Entity's property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to the property of the Entity resulting from lack of reasonable protective precautions or actions (or inactions) of its employees or agents. The Contractor shall obtain and maintain sufficient insurance to cover damage to any Entity property at the site by any cause as provided herein.

In an emergency affecting the safety of life, of the Facility or related equipment, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, permitted to act at its reasonable discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Engineer.

12.23 Reciprocity of Contracts

In express recognition and support of their covenant of good faith and fair dealing, and for valuable consideration already given each other throughout the joint procurement process, the City of Milwaukee and County of Waukesha each give the other the following third party beneficiary rights in this contract with their jointly chosen vendor: Neither the City nor the County may amend or revoke this agreement without the express written agreement of the other; such consent may not be unreasonably withheld.

12.24 Non-Discrimination Agreement

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee, applicant for employment, or actual or potential recipients of services because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with, any of these protected categories. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

12.25 Employees and Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract.

12.26 City of Milwaukee Additional Contract Provisions

Attachment F contains additional contract provisions that shall apply to a contract executed with the City of Milwaukee.

IN WITNESS of this Contract:

CITY OF MILWAUKEE

By_____
Commissioner of Public Works

By_____
City Comptroller

Approved as to form and execution:

By_____
City Attorney

COUNTY OF WAUKESHA

By _____
Daniel P. Vrakas
County Executive

By_____
Kathleen Novack
County Clerk

CONTRACTOR

_____

By_____
(Signature) (date)
Its President

By_____
(Signature)
Its_____
(Title of Office)

ATTACHMENT F: CITY OF MILWAUKEE ADDITIONAL CONTRACT PROVISIONS

For work performed under this Contract, employment preference for work in the City of Milwaukee shall be given to qualified local residents as described below.

13.01 Residents Preference Program (City of Milwaukee)

I. General:

A. Chapter 309 of the Milwaukee Code of Ordinances establishes a Residents Preference Program (RPP) for the City of Milwaukee Department of Public Works (DPW). All construction contracts and other contracts as the Commissioner of the City of Milwaukee Department if Public Works may determine require that 40% of Worker Hours worked on a DPW contract be performed by Unemployed or Underemployed Residents of the City, except in special cases where the Commissioner determines there is sufficient reason to impose lesser levels of participation. Further, the Commissioner may increase the percentage of Resident worker participation to more than 40% on specific contracts. For this Contract, Contractors are required to show that a minimum **_40_** % of Worker Hours will be performed by Unemployed or Under Employed Residents of the City (40% of the total Worker Hours allocable to work for the City). Up to one-third of required worker hours may be achieved by documenting the use of Unemployed or Underemployed Residents on projects undertaken by the Contractor where such compliance is not required, or by hiring Unemployed or Underemployed Residents on a full-time permanent basis for non-construction job categories connected to the project. Such adjustments must be proposed in an affidavit on a form provided by the DPW setting forth the facts upon which the request for adjustment is based.

B. The Contractor, prior to commencing work, shall submit an affidavit (Form I) for proof of residency for all employees utilized by the Contractor and subcontractors to meet the Residents Preference Program requirements, stating that each employee is either Unemployed or Underemployed Residents and is a Resident of the City. The Contractor shall prepare and submit accurate and timely resident utilization forms and reports to the DPW. Time Reports shall be submitted within ten (10) days following completion of work, or every three months, whichever comes first. The reports shall identify the name, address, race, gender, work classification, wage rates and hours worked of all employees utilized on the Contract by the Contractor and all subcontractors. Failure to submit the required forms and reports to the DPW may result in disqualification of future City bids, delay of payments, or other appropriate sanctions by the City of Milwaukee. Final contract payments will not be made until the summary of hours worked on the back of the Prime Contractor's Affidavit of Compliance is completed and on file with the DPW.

C. During the performance of this Contract the DPW reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of DPW will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed, or if the Contractor, prime or sub, submits any documents which contain any false, misleading, or fraudulent information, or if the Contractor or subcontractor fail to comply with the requirements of Chapter 309 of the Milwaukee Code of Ordinances, DPW may take one or more of the actions listed below.

1. Withhold payments on the Contract.

2. Terminate or cancel the contract, in whole or in part.

3. Consider possible debarment of the contractor from bidding on City contracts for a period of up to two years.

4. Any other remedy available to the City at law or in equity.

D. The penalty for any person, firm, or corporation knowingly engaging in fraud, misrepresentation, or in any attempt directly or indirectly, to evade the provisions of this ordinance by providing false, misleading, or fraudulent information shall, upon conviction, forfeit not less than $1,000 or more than $5,000 together with the costs of prosecution and, upon default of payment, shall be imprisoned in the county jail or house of correction not to exceed 90 days, or until the forfeiture costs are paid.

II. Residency Utilization Requirements:

A. The Contractor shall utilize Unemployed or Underemployed Residents of the City in a minimum amount equal to the percentage of the Worker Hours stated in paragraph IA above.

B. The Contractor, by signing and submitting a proposal, certifies that it understands the shall ensure that they and all subcontractors are informed and understand the requirement of Chapter 309 of the Milwaukee Code of Ordinances as they apply to this Contract.

C. The Contractor shall maintain, and shall ensure that all subcontractors maintain, personnel records listing the name, address, race and gender of all employees utilized for this Contract and any records demonstrating that the employees utilized by the Contractor in meeting the residency requirements are actual residents of the City. These records shall be maintained for seven (7) years after the contractor has received final payment under the Contract and shall be made available to the Commissioner of DPW upon reasonable notice.

D. Compliance with these residency requirements is an element of proposal responsiveness. Failure to meet the specified residency requirements will render the proposal unresponsive, and the Commissioner of Public Works may then recommend the award to the next highest scoring proposal.

E. The City recognizes the following two organizations which can be contacted for access to trained or qualified workers from the City. Other organizations or sources of qualified Residents can be used at the bidder's discretion.

1. Riverworks Center, located at 526 E. Concordia Avenue, Milwaukee, WI 53212. Telephone number 414-906-9650.

2. Big Step, located at 3841 West Wisconsin Avenue, Milwaukee, WI 53208. Telephone 414-342-9787, fax number 414-342-3546.

F. If the Contractor has problems in meeting the residency requirements or if any other problems relative to residency participation arise during the completion of this project, the Contractor shall immediately contact the Commissioner of DPW.

13.02 Small Business Enterprise (SBE) Provisions (City of Milwaukee)

In accordance with Chapter 370 of the Milwaukee Code of Ordinances, Small Business Enterprise (SBE) participation is required in contracting activities of the Department of Public

Works (DPW). The ordinance requires that certified SBEs be utilized for 25% of the total dollars annually expended through all prime contracts or subcontracts for Construction and the purchase of Goods and Services. For this contract, the required minimum SBE participation is **_0_** % . (There is no SBE requirement.)

13.03 Service Contract Wage Requirement Provisions (City of Milwaukee)

I General:

A. In accordance with Chapter 310-13 of the Milwaukee Code of Ordinances, adherence to a minimum wage requirement is mandatory for all City of Milwaukee Department of Public Works' (DPW) service contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a DPW service contract, as defined in II B herein shall receive and be paid a sum of not less than **the minimum hourly wage** required to produce, for 2080 hours worked, an annual income equal to the U.S. Department of Health and Human Services most recent poverty guideline for a family of three. **Contractor may not use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the Contractor as of this Contract.**

B. The Contractor agrees to prepare and submit an affidavit, Form J, within ten days following the Contractor's completion of the Contract, and to procure and submit a like affidavit from every subcontractor employed by the Contractor to the DPW regarding every person employed on or under this Contract or subcontract. Said affidavits shall certify that each and every employee has been paid in full the amount of not less than **$9.39** per hour and that there has not been, nor is to be, any rebate or refund of any part of said wages by the employee to the employer.

C. During the performance of this Contract, the DPW reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of DPW will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed or if the contractor, prime or sub, submits any documents which contain any fake, misleading or fraudulent information or if the contractor or subcontractor fails to comply with this ordinance, the Department of Public Works may take one or more of the actions listed below:

1. Withhold payments on the contract
2. Terminate, suspend, or cancel the contract in whole or in part
3. After due process, consider debarment of the contractor from bidding for a one-year period after the first violation and for a three-year period after the second
4. Any other remedy available to the City at law of in equity

II. Definitions

A. Professional Service Contract – any contract in which the majority of workers engaged in the performance of the contract perform work which:

1. Is predominantly intellectual and varied in nature, as opposed to work which involves routine mental, manual. Mechanical or physical labor.
2. Requires advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and stucy in an institution of higher education or a hospital.

B. Service Contract – any contract with the City for the provision of service to any City department or agency with a budget under the control of the Common Council which has a value exceeding $5,000.00. Each bid specification or request for proposal (RFP) will be reviewed and a determination made as to whether the proposed contract constitutes a service contract. A service contract does not include any contract which involves the purchase of goods, a professional service contract, a Department of Public Works' contract regulated under Chapter 309-25 of the Milwaukee Code of Ordinances, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III <u>Service Contract Utilization Requirements:</u>

A. The minimum hourly wage specified in I B above shall be kept posted by the Contractor at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of the Contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of this Contract at the request of such person and within a reasonable period of time after the request.

B. The DPW will review and monitor this Contract compliance. Complaints relating to compliance will be received and investigated by the DPW with imposition of appropriate sanctions upon the Contractor if it determined that the Contractor provided false information has failed to comply with this provision of the Contract.

C. The Contractor may not discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of this Contract for making a complaint to the DPW or for using any civil remedies to recover damages.

E. Right to Appeal. The Contractor or any employee who objects to any decision or action of the DPW relative to application or enforcement of this provision may appeal such decision in accordance with the terms of Chapter 310-13 of the Milwaukee Code of Ordinances.

13.04 Prompt Payment Notice to Contractors

Effective immediately, the City of Milwaukee has adopted an ordinance relative to Prompt Payment as follows:

It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the Contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are Sub-contractors, consistent with s.66.0135(3), Wis. Stats., the prime Contractor must pay the Sub-contractors for satisfactory work within seven days of the Contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the Sub-contractor, whichever is later. If the Contractor fails to make timely payment to a Sub-contractor, the Contractor shall pay interest at the rate of 12% per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

13.05 Slavery Notice to Contractors

Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by Contractors. All Contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the Contractor has searched any and all records of the company or any predecessor company

regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a Contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void.

IN WITNESS of this Contract:

CITY OF MILWAUKEE

By_____

Commissioner of Public Works

By_____

City Comptroller

Approved as to form and execution:

By_____

City Attorney

CONTRACTOR

_____

By_____

(Signature) (date)

Its President

By_____

(Signature)

Its_____

(Title of Office)