

City of Milwaukee

Request for Proposals to Conduct a Pilot Organics Collection Study

Official Notice Number: 56-1-2016



April 22, 2016

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

City of Milwaukee

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1 Official Notice 56-1-2016

The City of Milwaukee Department of Public Works (“City”) is soliciting proposals for qualified firms to **Conduct a Pilot Organics Collection Study**. The intent of the City is to contract for services for a period of 1 year. All proposals in response to the Request for Proposal (RFP) must be submitted no later than Friday, May 20, 2016 at 3:00 P.M. (CST). Electronic submittals are encouraged and shall be submitted to Rick.Meyers@milwaukee.gov; alternatively, hard copies shall be delivered to DPW Contract Office in Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

Bid Security Required: Bond, certified check, or cashier’s check: \$500.00.

The Request for Proposals (RFP) and supporting documentation are available electronically on the DPW website. Proposals can be submitted electronically or by purchasing and submitting paper proposals. However, Bidders are strongly encouraged to utilize the electronic methods of obtaining RFP documents and submitting proposals. Electronic documents can be obtained via

http://mpw.milwaukee.gov/services/bid_notice?56-2016. Any required addenda or response related to listed projects will be posted on the DPW website. IF YOU ONLY PRINT THE DOCUMENTS FROM THE DPW WEBSITE PLEASE CALL 414-286-3314 TO HAVE YOUR COMPANY’S NAME AND CONTACT INFORMATION PLACED ON THE PLAN HOLDER’S LIST. For general questions call 414-286-3314.

The services in this RFP include provision of collection, hauling, and processing of residential source separated organics for recovery of resources and diversion from landfill. As this is a pilot study, data reporting is also a key service. Collection service is anticipated to start as early as July 18, 2016 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.

An optional pre-proposal conference is scheduled for May 2, 2016, from 11:00 a.m. to 12:00 p.m. The pre-proposal conference location is 841 N Broadway, Room 102, Milwaukee, WI 53202.

A Proposal security, in the form of a Bid Bond, a certified check, or cashier’s check, in the amount of \$500 shall accompany the Proposal. Corporate surety is required on Bid Bonds.

The City reserves the right to reject any and all proposals and accept only such proposals as are in the best interest of the City of Milwaukee. Proposals received after the date and time specified above will not be opened and read and will be deemed rejected.

The successful contractor will be required to furnish with the executed contract a Performance Bond to the City in the amount of \$5,000.

2 Introduction

The City of Milwaukee has established a goal known as “40 by 2020” – to achieve annual diversion of 40% of the municipal solid waste stream from landfills by the year 2020. The main elements of the City plan to achieve this diversion goal are:

- 1) implementing variable rate pricing for garbage services
- 2) increasing recycling; and,
- 3) increasing recovery of food waste and yard waste.

Over the course of several years, steps were made by the Mayor and Common Council towards variable rate pricing for garbage service. Unlimited bulky item disposal was eliminated in favor of size limitations for items placed outside the cart, above which additional fees apply. An extra fee is also charged to households with more than one garbage cart. The “40 by 2020” plan calls for going further by: 1) charging for and/or separating bulky item collection from the weekly service and schedule of garbage cart collection; 2) eliminating or charging extra for collection of any trash bag placed outside the garbage cart; and 3) implementing volume based garbage service rates featuring two or more different garbage cart sizes that could be chosen by the household. These steps have yet to be adopted.

National research shows that implementing a “pay as you throw” program provides the financial incentive that effectively drives more waste reduction and recycling as well as participation in yard waste and food waste programs. The City is working to improve the capacity offered through its recycling collection service to accommodate recovery of more recyclables. Recovery of household recyclables increased 20% over a 5-year period through a combination of an outreach/education campaign, collection schedule improvements, and a conversion to Single-Sort recycling. Additionally, the City has added and expanded recovery programs through its public drop-off sites. Further recycling gains are projected upon the expected future implementation of every other week recycling rather than every third week.

Similarly, the City desires to provide residents convenient opportunities for increasing yard waste and food waste diversion. The City offers two sites for year-round drop off of all yard waste, but the City does not collect yard waste in neighborhoods other than through seasonal bulk collection of leaves in the fall and of brush piles by request April - November. A Source Separated Organics (SSO) curbside service is envisioned as a means to increase diversion of organics from landfills while offering a valuable service option to residents. It is for this reason that the City issues this Request for Proposals under direction of the City Common Council which passed a resolution on September 22, 2015 ([file #150196](#); Version 2).

The City seeks proposals to conduct a pilot program to test how the City could craft a residential organics collection program specifically for Milwaukee. The pilot will evaluate elements of a potential organics collection program that are important for the City to understand if it decides to design a City-wide SSO program in the future.

Below are a number of key design features of the pilot project, some of which are specified in the authorizing resolution referenced above:

- ◆ The pilot program will be offered on a voluntary basis within two neighborhoods: Bay View and the neighborhoods collectively referred to as the East Side;
- ◆ The pilot program will run for one year (and is currently scheduled to run weekly from July 18, 2016 through July 14, 2017);
- ◆ Participating households will be charged monthly by the City for the cost of the organics collection and processing service; and,
- ◆ The organics collection service will be separate from other wastes (e.g., garbage, traditional recyclables).

The City seeks a bundled contract for collection of organics plus processing services for the organics. The City has not pre-selected the type of processing for the pilot program. The City will accept proposals for processing either by Composting or Anaerobic Digestion (AD). The City will not accept proposals that offer only processing services or only collection services.

2.1 Goals of the Pilot Study

The pilot study will provide information to the City to evaluate future waste diversion programs. Elements to be evaluated include:

- ◆ Organics collection container size;
- ◆ Specific materials to be collected (food/yard wastes, soiled paper products, etc.);
- ◆ Messaging and education tactics;
- ◆ Demand for the service (subscription rate);
- ◆ Customer satisfaction;
- ◆ Participation (setout rate);
- ◆ Pounds per household recovery;
- ◆ Contamination issues;
- ◆ Degree of scavenging and litter generation by animals;
- ◆ Processing capacity in the area; and,
- ◆ Economics.

The monthly and final reports provided by the Contractor will form the basis for evaluation of the program and for quarterly reports to the Common Council. Timely and accurate data reporting by the Contractor will be a critical component of the pilot study.

3 Proposed Schedule

April 22, 2016	RFP Publicly Issued
May 2, 2016	Pre-Proposal Conference (11:00 AM, 841 N Broadway, Rm 102)
May 4, 2016	Deadline for Inquiries* (questions received by 1:00 PM)
May 20, 2016	Proposals Due
May 26, 2016	Projected Proposer Interviews

May 31, 2016	Projected Notice of Intent to Award
June 17, 2016	Signed Contract by Date
July 18, 2016	Collection Service Begins (target)

*Questions shall be sent to Rick.Meyers@milwaukee.gov

4 Materials to be Collected

- ◆ Base Scenario - The pilot program should include food waste, non-recyclable paper, other types of residential source separated organics, including yard waste.
- ◆ Alternate Scenario - The pilot program may include food waste, non-recyclable paper and other types of residential source separated organics, without yard waste.

Attachment 1 is the tentative list of Organic Materials to be included in the pilot. Respondents must indicate in the Questionnaire (Attachment 4) if they intend to modify this list.

5 Pilot Neighborhoods

The Bay View and East Side neighborhoods have been selected by the City for the pilot program. Attachment 2 includes a map showing these neighborhoods.

The neighborhood map notes the number of individual household dwellings in single-family, two-family and other housing stock. “Multi-family” homes are those in buildings with three or four dwelling units, and “Residential with Commercial” references households in mixed use buildings containing four or fewer individual dwelling units per building.

6 Collection Service Specifications

6.1 Voluntary “Subscription” Service

Individual households will voluntarily subscribe to the pilot program. Only households in the pilot area will be eligible for the pilot program. The City has not conducted a similar pilot program and does not represent that a specific number of households will participate. It is anticipated that a larger number of residents will participate in the Base Scenario (with yard waste collection) than in an alternate scenario (without yard waste collection). The City does not anticipate beginning the organic collection services until a minimum of 100 households have subscribed.

6.2 Collection Frequency

Organics collection frequency will be weekly under the Base Scenario or Alternate Scenario pilot program.

6.3 Carts

The Contractor will provide the necessary organics/yard waste carts for the duration of the pilot project. Carts may have any cart-body color except grey or black, and any cart-lid color except green or blue. Carts proposed to be used for the alternative scenario, without yard waste, may be

no smaller than 20 gallons in size. Proposers should state in the Questionnaire (Attachment 4) what size(s) carts they will provide to subscribing households.

6.4 Supplies to be Provided by the City to Subscribing Households

The City will provide a number of supplies to subscribing households:

- ◆ The City will provide a “kitchen caddy” as part of a starter kit along with a supply of compostable bags; and,
- ◆ The City will provide education materials to all subscribing customers including collection schedule, types of organic material to include in the organic carts and costs and benefits of the program.

6.5 Services to be Provided by the City

The City will provide the following services to support the pilot program:

- ◆ The City will provide education and recruitment of participating households;
- ◆ The City will invoice subscribing households for the service;
- ◆ The City will provide the customer service point of contact, including the “call center” for resident questions, concerns, and service issues; and,
- ◆ The City will use Contractor-provided data to make quarterly reports to the Common Council on the progress of the pilot program.

7 Composting Facility or Anaerobic Digestion Plan

The City believes there is adequate composting facility capacity for this limited pilot. The City will accept proposals either for composting of the organic materials or anaerobic digestion of the organic materials.

It is understood that the feedstock, or organics that residents place in their carts, differ for these two organic processing methods. Proposers shall indicate in their proposals which processing method they will employ, and the specific organic materials that should be included or excluded from the carts by the residents.

8 Data Reporting

Contractor will report monthly to the City the following information specific to the pilot program:

- ◆ Number of subscribers who have been provided with carts, monthly additions, deletions and cumulative total;
- ◆ Number of subscribers who set out organic material, by week;
- ◆ Number of subscribers who received education materials and/or “education tags” from the contractor for improper set-outs.
- ◆ Number of carts that received a “tag” and were not serviced;
- ◆ Percentage of the collected material with contamination (improper materials);

- ◆ Weight of the collected material monthly and cumulative;
- ◆ Amount of material processed and amount of finished (stabilized) material, monthly and cumulative;
- ◆ Amount of marketed material, monthly and cumulative;
- ◆ Contractor comments regarding resident participation, both subscription rates and set-out rates;
- ◆ Comments from residents, made to the contractor, regarding participation, cart size, program ease or difficulty, reasons for leaving the program, etc.;
- ◆ Comments of the contractor regarding quality of the organic material in the carts;
- ◆ Comments of the contractor with respect to the carts including animal or other damage and vandalism.

9 Public Education

With the advice of the organics contractor, the City will design the public education literature for the pilot program. The City will provide education materials to all subscribing customers including collection schedule, types of organic material to include in the pilot and costs and benefits of the program.

The contractor shall leave education materials and/or “education tags” securely on the cart in cases where the customer places improper materials in the cart. The contractor shall receive the prior written approval of the City before printing and distributing the cart education materials.

10 Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections - \$100 per incident.
3. Failure to provide accurate and timely monthly reports - \$500 per incident.
4. Failure to clean up from spills during Collection operations - \$150 per incident.

These designated amounts for non-performance do not represent penalties.

11 Proposal Evaluation Criteria

11.1 Economics (30%)

The proposed price of the organics service from Attachment 3 – Price Worksheet will be evaluated. The Base Scenario for proposals is organics with yard waste. An Alternate Scenario for proposals is organics without yard waste. Within each scenario alternates have been provided for a price including collection service, organics processing and cart provision, and for

a price including only collection service and organics processing. The City may consider City-provision of carts, however the City does not represent that it will choose a proposal in which the City provides carts.

11.2 Qualifications (25%)

Qualifications to be evaluated include:

- ◆ Prior experience with residential organics collection and processing;
- ◆ Available trucks and fleet size;
- ◆ Qualifications of drivers and other personnel;
- ◆ Qualifications of the proposed Contractor management team

11.3 Responsiveness and Proposed Approach (35%)

Thoroughness in proposed approach, and responsiveness to the RFP specifications and questions in Attachment 4 will be evaluated.

11.4 Environmental and Value-Added Benefits (10%)

Items to be evaluated will include:

- ◆ Proposer's primary type of fuel for trucks;
- ◆ Proposed methods to increase subscription rates; and,
- ◆ Proposed outreach into neighborhoods.
- ◆ Value-added provisions in the proposal will be considered in this criterion.

12 Definitions

Anaerobic Digestion (AD) Facility	An industrial facility where a series of biological processes are used in which microorganisms break down biodegradable material in the absence of oxygen.
City	The City of Milwaukee, a municipal corporation of the State of Wisconsin, located in the County of Milwaukee.
Commissioner or CPW	Commissioner of Public Works or his designee for the City of Milwaukee Department of Public Works.
Composting Facility	An industrial facility where organic materials are systematically decomposed in the presence of oxygen.
Organic Materials, Organics	Eligible items listed in Attachment 1 plus additional items as proposed. Organic Materials includes yard waste in the Base Scenario only.
Processing	The use of either AD or Composting to decompose and stabilize organic matter.

Attachments

Attachment 1:
Tentative List of Eligible Items
for the Organics Pilot program

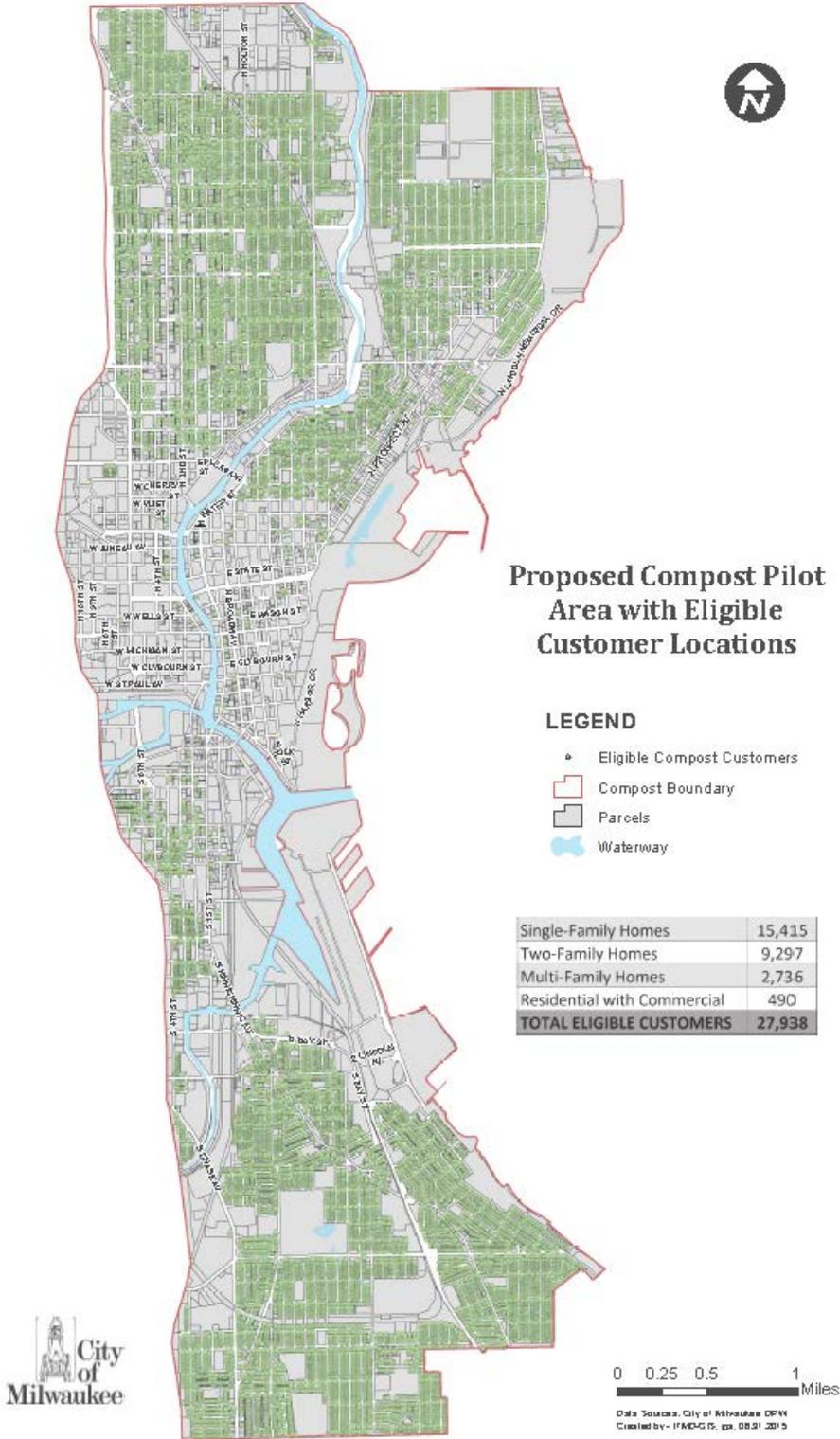
Items Included	Items Excluded*
◆ Cooked meat and seafood (including bones)	◆ Aluminum
◆ Cheese	◆ Animal Carcasses
◆ Dairy products	◆ Cat Litter
◆ Fruit	◆ Ceramics
◆ Vegetables	◆ Cigarette Butts and Ashes
◆ Grains	◆ Clothing
◆ Pasta	◆ Diapers
◆ Eggshells	◆ Fats, Oils and Grease
◆ Bread	◆ Glass
◆ Tea Bags	◆ Glossy Paper
◆ Baked Goods	◆ Hazardous Waste
◆ Nuts	◆ Liquids
◆ BPI Certified Compostable Bags, Cups and Plates	◆ Medical Waste
◆ Tea Leaves	◆ Metal
◆ Paper Plates	◆ Pet Waste
◆ Paper Napkins/Towels	◆ Plastic Bags
◆ Leftovers	◆ Plastic Containers
◆ Spoiled Food	◆ Plastic Milk Carton
◆ Coffee Grounds and Filters	◆ Plastic Straw
◆ Garden Debris (weeds or diseased plants)	◆ Rocks
◆ Raw Meat	◆ Styrofoam
	◆ Tree Stumps
	◆ Treated or Painted Wood
	◆ Wine Cork

** Prohibited items cannot breakdown into nutrient rich compost or they cause a safety hazard for collection crews.*

NOTE: Base Scenario includes yard waste; Alternate Scenario excludes yard waste.

Attachment 2

Map of Pilot Neighborhoods



Attachment 3
Price Worksheet

Price Worksheet Instructions

Enter costs for each scenario using the Microsoft (MS) Word document as your response form. **Do not edit or otherwise change the form questions or numbering other than to type in your responses.**

A stand-alone version of the Attachment 3 – Price Worksheet is available for download as a Word document from the City of Milwaukee web page for this RFP:
http://mpw.milwaukee.gov/services/bid_notice?56-2016

1. Base Scenario – With Yard Waste:

a) **Proposed \$ per household per month (\$/HH/Mo) =** \$_____.____
Includes cost of collection service, processing fees, and Contractor provided carts.

b) Base Scenario Alternate:

Proposed \$ per household per month (\$/HH/Mo) = \$_____.____
Includes only cost of collection service and processing fees. City to provide carts.

2. Alternative Scenario – Without Yard Waste (optional):

a) **Proposed \$ per household per month (\$/HH/Mo) =** \$_____.____
Includes cost of collection service, processing fees, and Contractor provided carts.

b) Alternative Scenario Alternate

Proposed \$ per household per month (\$/HH/Mo) = \$_____.____
Includes only cost of collection service and processing fees. City to provide carts.

Attachment 4 Questionnaire

Questionnaire Instructions

Fully respond to each question using the Microsoft (MS) Word document as your response form. You may use as much space as needed but please be succinct. **Do not edit or otherwise change the form questions or numbering other than to type in your responses.**

A stand-alone version of the Attachment 4 – Questionnaire is available for download as a Word document from the City of Milwaukee web page for this RFP:
http://mpw.milwaukee.gov/services/bid_notice?56-2016

Proposal Options:

1. Check all proposal scenarios you are responding to:
 - Organics including yard waste
(base scenario, Contractor providing carts – proposed price required)
 - Organics including yard waste
(alternate option, City providing carts– proposed price optional)
 - Organics **not** including yard waste
(alternative scenario, Contractor providing carts – proposed price optional)
 - Organics **not** including yard waste
(alternate option, City providing carts– proposed price optional)

2. Check all proposal options you are responding to:
 - Delivery to a composting facility
 - Delivery to an anaerobic digestion (AD) facility

Contact / Company Information:

If your proposal includes subcontractors, the following contact and reference information must be completed for all members of your proposal.

3. General Contact Information:
 - A. Name of Organization/Respondent
 - B. Name and address of compost or AD facility (if applicable)
 - C. Respondent's mailing address
 - D. Telephone number
 - E. Email
 - F. Website
 - G. Name of primary contact person
 - H. Direct or cell phone number
 - I. Type of organization
(*e.g., corporation, joint venture, non –profit, partnership, individual*)

4. Describe the nature of your current business.

5. State the length of time you have been in business under your present name.

Approach:

6. Do you propose to add to or remove any of the Organic Materials from the City's tentative list (Attachment 1)?

Yes No

If yes, itemize the Organic Materials proposed to be added or removed and summarize your rationale for adding or removing the specific materials.

7. What size(s) carts do you propose to provide to subscribing households? Describe any special features specifically beneficial for Organics programs, if any. If proposing on multiple scenarios, clearly specify proposed cart and size for each scenario. If proposing on the base scenario including yard waste, specify whether additional yard waste may be placed in compostable bags outside of the cart for collection.
8. Summarize your operating plans (within this questionnaire form) for each proposal option submitted. Operating Plans include hours and days of collection, number of personnel per route, number of stops per route, number of loads per day, location of processing facility, back-up or emergency plans, etc.
9. Summarize your understanding (within this questionnaire form) of the data needs of the project and your commitment to provide accurate and timely data reporting. Provide an example of another program for which you provided a similar scope of data.

Qualifications:

10. Provide a **minimum** of two (2) references (within this questionnaire form) of customers in the Milwaukee metropolitan area that your organization serves as an Organics Collection Contractor and Composting or AD Facility Contractor. Note that municipal references are preferred, but other organizations (e.g., state or private entities) may be provided.

I. Reference #1:

- A. Name of reference organization
- B. Contact person
- C. Phone
- D. Email address
- E. List of materials collected and/or processed
(Itemize list separately for Composting or AD Facility)
- F. Number of households or businesses served
(For collection reference)
- G. Tonnage processed (tons per month)
- H. Include samples of educational materials produced by your company or in conjunction with your client

II. Reference #2:

- A. Name of reference organization
 - B. Contact person
 - C. Phone
 - D. Email address
 - E. List of materials collected and/or processed
(Itemize list separately for Composting or AD Facility)
 - F. Number of households or businesses served
(For collection reference)
 - G. Tonnage processed (tons per month)
 - H. Include samples of educational materials produced by your company or in conjunction with your client
11. List the members of your management team that will be directly affiliated with operations and management of the Contract with the City. Attach a resume for each of these key individuals.
12. Provide the specific location of your proposed composting or AD facility. Provide a location map, including access roads for both incoming organics route trucks and outbound semi-trucks.
13. What is the current throughput of your proposed composting or AD facility in tons per month? If you are proposing using more than one facility, identify the throughput of each facility separately.
14. Will your proposed composting or AD facility be able to process the projected amount of Organic Materials from the Milwaukee pilot project? (Assume a highly successful program.)
- Yes
 - No
15. Describe any changes to your proposed composting or AD facility that will be needed to effectively process and market the City's Organic Materials?
16. Describe your organization's experience with collecting Organic Materials from residential customers. Include description of both collection equipment and method (e.g., manual collection, semi-automated, fully-automated, curbside carts, etc.).
17. How many trucks are in your current fleet? Itemize by type of truck (e.g., front load, side load or rear load).

18. Are all collection vehicles in full compliance with City, County and State road weight restrictions?

- Yes
- No

If no, what is your plan for full compliance?

19. Provide collection safety records including all OSHA reportable incidents for last two (2) years. Provide any vehicle incident reports (collisions, vehicle/pedestrian incidents) for the last two (2) years. (Reference each safety record document in your response within this questionnaire form and then include as separate attachments to this questionnaire.)

20. If awarded this contract, will your organization be able to provide Organic Materials collection service, including carts, within 30 days of an executed contract?

- Yes
- No

21. Provide a description of your education and outreach plan as well as examples of your education materials for your collection operations (e.g., flyers, point of collection “education tags” used to notify participants of excluded materials).

22. Summarize your customer service protocols, including your responses to general questions, reports of missed collections, reports of damaged carts, reports of organic materials left on the ground, etc.

23. The City makes no guarantees of the minimum of participating households. What is the maximum number of households your company can provide services to under this proposal.

Base Scenario Quantity of Households: _____
Alternate Scenario Quantity of Households: _____

Environmental and Value-Added Benefits:

24. What are your plans for pollution reduction and environmentally sustainable initiatives? Special focus should be on initiatives to be implemented while servicing residents in the City (e.g., minimize vehicle emissions and fuel use while on the City’s collection routes).

25. Describe the number and percent of trucks in your current fleet that use alternative fuels.

26. What value-added items do you propose to provide to the City to enhance the pilot program (e.g. kitchen caddies, compostable bags printed with guides for allowed materials, enhanced neighborhood outreach, etc.)?

Attachment 5

Terms and Conditions for Service Contracts



TERMS AND CONDITIONS FOR SERVICE CONTRACTS

Revised: 3/4/2016

1. SPECIFIC CONDITIONS OF PAYMENT:

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 subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors 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 subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.

2. PAYMENT MONITORING REQUIREMENTS – All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.

CONTINUATION OF THIS CONTRACT BEYOND DECEMBER 31 OF ANY YEAR IS CONTINGENT UPON THE APPROPRIATION OF SUFFICIENT FUNDS BY THE PROPER CITY OFFICIALS.

3. REPORTS

- A. The CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.
- B. All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract and delivered to the CITY shall be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided or as may be required by law or legal process. Both parties understand that the CITY is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract 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 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 harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Contract.

4. **TIME OF PERFORMANCE.** The services to be performed under the terms and conditions of this Contract shall be in force and shall commence upon execution of this Agreement by the CONTRACTOR and upon written notice from the City to proceed, or when the CONTRACTOR has received an original of the Contract which is complete and fully executed, and shall be undertaken and completed in such sequence as to assure its expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed as indicated on page 1 under "Time of Performance", which is the termination date of this Contract. In addition to all other remedies inuring to the CITY should the Contract not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT.
5. **CONDITIONS OF PERFORMANCE AND COMPENSATION.**
 - A. **Performance.** Notwithstanding any references to the contrary in the contract documents, the CONTRACTOR agrees that the performance of CONTRACTOR's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to applicable professional standards.
 - B. **Place of Performance.** The CONTRACTOR shall conduct CONTRACTOR's services as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.
 - C. **Compensation.** The CITY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract the maximum as indicated on page 1 under "Total Amount of Contract," inclusive of all expenses, it being expressly understood and agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum for all of the services required.
 - D. **Additional Fringe or Employee Benefits.** The CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.
 - E. **Taxes, Social Security, Insurance, and Government Reporting.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall be solely responsible to meet CONTRACTOR's insurance needs as required by the CITY during the terms of this Contract or any extension thereof. A Certificate of Insurance shall be provided to the CITY as an additional insured providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation.
 - F. **Subcontracting.** The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the Commissioner of Public Works.
6. **METHOD OF PAYMENT.** The City agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules"

set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Commissioner of Public Works or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment (as referenced and stipulated in IV) (Conditions of Performance and Compensation).

7. DEFENSE OF SUITS. In case any action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the CONTRACTOR, its officers, agents or employees, the CONTRACTOR shall indemnify and save harmless the CITY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to the CONTRACTOR or CONTRACTOR's insurer, and upon such tender it shall be the duty of the CONTRACTOR and CONTRACTOR's insurer to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. The CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.
8. INDEMNIFICATION. Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. CONTRACTOR will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs, and expenses which may be claimed against the City in consequence of the granting of this contract to said CONTRACTOR, or which may result from the carelessness or neglect of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the carelessness, negligence, or by acts or omissions of the CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for the CONTRACTOR, the CONTRACTOR assumes full liability for such judgment not only as to the amount of damages, but also the cost, attorney fees or other expenses resulting therefrom.
9. REGULATIONS. Contractor agrees to comply with all of the requirements of all federal, state and local laws related thereto.
10. JURISDICTION, VENUE, CHOICE OF LAW. This contract shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this contract must be brought in the state and federal courts having jurisdiction in Milwaukee County, Wisconsin, and CONTRACTOR consents to the jurisdiction of such courts.
11. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the Commissioner of Public Works shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of the termination. Prior to termination of the Contract for cause, the CITY shall notify the CONTRACTOR in writing of its intent to terminate, identifying the alleged deficiencies in CONTRACTOR'S performance, and shall give the CONTRACTOR thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by CONTRACTOR as of the date of termination shall at the option of the CITY, become property of the CITY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the CONTRACT by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONTRACTOR is determined.

12. **TERMINATION FOR CONVENIENCE OF THE CITY.** The CITY may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the Commissioner of Public Works to the CONTRACTOR. If the CONTRACTOR is terminated by the CITY as provided herein, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONTRACTOR covered by this Contract, less payments for such services as were previously made. Provided, however, that if less than sixty percent (60%) of the services covered by this Contract have been performed upon the effective date of such termination the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the CONTRACTOR during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONTRACTOR, Paragraph 11 hereof, relative to termination, shall apply.
13. **CHANGES.** The Commissioner of Public Works may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written amendments to the Contract.
14. **PERSONNEL**
- A. The CONTRACTOR represents that it has or will secure at its own expense all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
 - B. All of the services required hereunder will be performed by the CONTRACTOR or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Commissioner of Public Works. If any work or services is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it, as well as for the acts and omissions of persons directly employed by them.
15. **ASSIGNABILITY.** The CONTRACTOR shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the Commissioner of Public Works. Provided, however that claims for money due or to become due the CONTRACTOR from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the Commissioner of Public Works.
16. **RECORDS.**
- A. **Establishment and Maintenance of Records.** Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Both parties understand that the CITY is bound by Wisconsin Public Records Law, and as such, all of the terms of this Contract 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 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 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.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

17. REPORT AND INFORMATION. At such times and in such forms as the CITY may require, there shall be furnished the Commissioner of Public Works such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Contract.

18. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and CONTRACTOR shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

19. FINDINGS CONFIDENTIAL. All of the reports, information, data, etc. prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization, other than an appropriate agency of the United States Government, without the prior written approval of the Commissioner of Public Works.

20. CONFLICT OF INTEREST

A. Interest in Contract. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.

B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

C. Interest of Contractor and Employees. The CONTRACTOR covenants that no person described in Paragraph 20 A and B above who presently exercises any functions or responsibilities in connection with the Contract has any personal financial interest, direct or indirect, in this Contract. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. An interest on the part of the CONTRACTOR or its employees must be disclosed to the CITY. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

21. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract there (1) will not be any discrimination against any qualified employee or qualified applicant for employment 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 (Section 109-45 Milwaukee Code of Ordinances), and (2) affirmative action will be taken to ensure that applicants are employed and that employees are

treated during employment without regard to their sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status.

- B. No person in the United States shall, on the ground of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation or familial status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. Contractor agrees that they will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq.

- 22. WORKER'S COMPENSATION INSURANCE. The CONTRACTOR, and all contractors, if any, shall provide to the CITY an affidavit or other satisfactory proof which the CITY may require evidencing that the CONTRACTOR and all subcontractors have obtained Worker's Compensation Insurance for all persons performing any work or services under the Contract or subcontract as is required by the Worker's Compensation Act of the State of Wisconsin. No payments or disbursements under the Contract shall be made if such proof has not been furnished.
- 23. WITHHOLDING OF SALARIES. If in the performance of this Contract there is any underpayment of salaries by the CONTRACTOR or by any subcontractor thereunder, the CITY shall withhold from the CONTRACTOR out of payments due to it an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the CITY for and on account of the CONTRACTOR or subcontractor, if any, to the respective employees to whom they are due.
- 24. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians, if any, performing work under this Contract shall be promptly reported in writing by the CONTRACTOR to the CITY for the latter's decision, which shall be final with respect thereto.
- 25. FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION. The City of Milwaukee also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

26. OTHER PROVISIONS

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Contract may be utilized by the City in such manner and purpose as the CITY desires or determines without permission or approval of the CONTRACTOR or compensation to the CONTRACTOR therefor other than herein provided.
- B. The word "CONTRACTOR" means a person, or an entity, whether public or private, that enters into contract with the CITY, and whenever or wherever the word "CONTRACTOR" appears in Part II attached hereto, it means the same and is synonymous with "CONTRACTOR" as it appears in Part 1 of this Contract.

Ref: Shared\FORMS\Terms & Conditions\Service Contract T&Cs, 20160304

Attachment 6
Insurance Requirements

CITY OF MILWAUKEE INSURANCE REQUIREMENTS

CONTRACT # _____

- A. The “City of Milwaukee” must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

The City of Milwaukee shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least 30 days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this contract, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least 30 days before the effective date of the action.”

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with the City of Milwaukee prior to commencement of work under this contract. The City Purchasing Director reserves the right to examine and approve the actual policy of insurance before the City executes any Contract for this purchase.

- D. The certificate holder shall be noted as:
 City of Milwaukee
 ATTN: DPW Administrative Services
 841 N Broadway, Rm 506
 Milwaukee, WI 53202

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED	
Yes	Worker’s Compensation (The City does require Worker’s Compensation coverage for Sole Proprietorships)	Statutory Limits	
Yes	Comprehensive General Liability	Bodily Injury:	\$500,000 per occurrence \$1,000,000 aggregate
		Property Damage:	\$500,000 per occurrence \$500,000 aggregate
Yes	Automobile Liability	Bodily Injury:	\$500,000 per person \$1,000,000 per occurrence
		Property Damage:	\$500,000 per occurrence
Yes	Professional Liability	\$1,000,000 per occurrence	

Attachment 7
Service Contract Wage Requirements

**Department of Public Works
City of Milwaukee
Service Contract Wage Requirement Provisions**

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 Department of Public Works' Service Contracts. The ordinance requires that all workers, permanent or temporary, employed in any work performed as part of a service contract, as defined in II B herein, awarded after December 31, 1995, shall receive and be paid a sum of not less than \$6.05 per hour. Currently, Section 310-13 requires that **on March 1, 2016 and each March 1 thereafter, the minimum hourly wage shall be adjusted** to the amount required to produce, for 2080 hours worked, an annual income equal to the average of the U.S. Department of Health and Human Services most recent guidelines for a family of three and a family of four; however, the Contractor shall be required to comply with any amendments to Section 310-13, including those pertaining to the amount of the wage, or the timing of any adjustments to the wage. **No contractor may use the minimum wage requirement of this subsection to reduce the wage paid to any person employed by the contractor as of December 31, 1995.**
- B. The Contractor agrees to prepare and submit whichever is requested, be it either or both of the following documents: A sworn report (DPW-6) every 3 months or an affidavit (Form J) within 10 days following the Contractor's completion of the contract/or yearly for any contract extension. Contractor will procure and submit like documentation from every subcontractor employed by the contractor to the Department of Public works regarding every person employed on or under this contract or subcontract. Said documentation shall certify that each and every employee has been paid in full the amount of not less than **\$10.69** 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 Department of Public Works reserves the right to conduct compliance reviews. If the Contractor is not in compliance with the specifications, the Commissioner of Public Works 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 or 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 study 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 S 309-25, a contract administered by the Office of Community Block Grant Administration (CDBG), or a contract with the Milwaukee Public Schools.

III Service Contract Utilization Requirements

- A. For every service contract as defined in II B above, 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 such contract. In addition, copies of the minimum hourly wage requirement shall be supplied to any person employed in the performance of a service contract at the request of such person and within a reasonable period of time after the request.
- B. The Department of Public Works will review and monitor all public works service contracts for compliance. Complaints from service contractors and service contract employees relating to compliance will be received and investigated by the Department with imposition of appropriate sanctions upon any contractor who provides false information or fails to comply with the provisions of this ordinance.
- C. Any person employed in the performance of a DPW service contract as defined in II B may, within one year from the date of an alleged failure to comply, fill a

written complaint to the Department of Public Works regarding the failure. No service contractor may discharge, reduce the compensation of, or otherwise retaliate against any person employed in the performance of a service contract for making a complaint to the Department of Public Works or for using any civil remedies to recover damages.

D. Right to Appeal.

Any service contractor or service contract employee who objects to any decision or action of the Department of Public Works relative to application or enforcement of this ordinance may appeal such decision to the Administrative Review Appeals Board. The appeal shall be initiated in writing and sent to the Commissioner of Public Works. The appeal shall state the specific objection to the decision or action, include supporting documentation, and specify an alternative recommendation. The Commissioner of Public Works shall schedule a hearing before an appeals committee consisting of the Chair of the Economic Development Committee or the Chair's designee, a member of the Economic Development Committee selected by the Chair, and the Director of Equal Opportunities Disadvantaged Business Enterprise to be held within five (5) days of receipt of the appeal. The Committee shall have the authority by majority vote to affirm or set aside the recommendation of the Commissioner of Public Works and its decision in this regard shall be final.