

City of Milwaukee

Request for Proposals for Source Separated Organics Collection and Processing Service

Official Notice Number: 30-1-2020



January 27, 2020

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

City of Milwaukee

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1 Official Notice 30-1-2020

All proposals in response to the Request for Proposal (RFP) must be submitted no later than Friday, March 6, 2020 at 3:00 P.M. (CST) for **Source Separated Organics Collection and Processing Service**.

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.

A mandatory pre-proposal conference is scheduled for Tuesday, February 4, 2020, from 2:00 PM to 3:00 PM. The pre-proposal conference location is 1313 W. Mount Vernon Ave. (Keep Greater Milwaukee Beautiful).

The residency requirement for this project is 0% of all hours worked on the project.

The SBE requirement for this project is 0% of the contract base bid.

For a complete listing of City of Milwaukee certified SBE firms, see the Office of Small Business Development's (OSBD) website at <http://city.milwaukee.gov/Directory/OSBD>. If there are any questions regarding SBE firms, please contact the OSBD office at 414-286-5553.

The apprenticeship requirements for this project are: N/A.

Proposal Security Required: Bond (Paper), Certified Check, Cashier's Check or Cash to accompany bid: \$12,000. The contractor may fax a signed/executed copy of the bid bond to the Department of Public Works Contract Office at 414-286-8110. **HOWEVER, THE FAXED COPY OF THE BOND MUST BE RECEIVED BY NO LATER THAN 3:00 P.M. ON THE SAME DATE THAT THE PROPOSALS ARE DUE FOR THAT SPECIFIC OFFICIAL NOTICE, or the proposal will be considered non-responsive.**

The successful Contractor will be required to furnish with the executed contract a Performance and Payment Bond to the City in the amount of the annual cost of the contract.

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/bids/docs/30-2020>. 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.

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 B2GNow 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 subcontractor 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 or reporting process.

PAYROLL MONITORING REQUIREMENTS: The Prime Contractor awarded this project is required to participate in training on the City of Milwaukee's LCP Tracker Labor Compliance Software after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payroll information via LCP Tracker.

Please contact the DPW Contracts Office at 414-286-3314 should you have any questions or concerns regarding the training or reporting process.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at:
http://mpw.milwaukee.gov/services/bids_home

Signed:

Jeffrey S. Polenske, P.E.
Commissioner of Public Works

PUBLISH TWO (2) TIMES INSERTION WITHOUT FAIL, Monday, January 27, 2020

2 Instruction to Respondents

Respondent means the contractor providing a proposal response to this RFP. Companies responding to this RFP shall review and comply with the requirements specified in this RFP packet, including the Draft Contract. Proposals shall remain within the Scope of Services as defined within the RFP packet.

Each Proposal shall be typed, legibly written, or printed in ink on the form provided in this copy of proposed RFP documents. No alterations in Proposals or in the printed forms shall be permitted. All attachments to the RFP documents, properly signed by the bidder, shall accompany the Proposal when submitted. Any questions regarding this RFP shall be directed to the DPW Contracts Office at 414-286-3314.

Electronic proposals are strongly encouraged. If submitting an electronic copy, Proposal shall be emailed to slongs@milwaukee.gov or a zip drive containing the electronic documents, enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words "Source Separated Organics Collection and Processing Service," shall be filed with the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin, 53202. Proposer is responsible for confirming delivery of electronic files.

If submitting a paper copy, Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Department of Public Works, identified on the outside with the words "Source Separated Organics Collection and Processing Service" and filed with the Commissioner of Public Works, Room 506, Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

The services in this RFP include provision of collection and processing of residential SSO for recovery of resources and diversion from landfill. The tentative list of eligible SSO items is detailed in Attachment 1. This list is tentative for purposes of this RFP packet; A final list shall be negotiated based on this RFP and the Contractor's proposal. The final list of eligible SSO items will be incorporated into the final Contract as Attachment 1.

Processing may include aerobic composting or anaerobic digestion. The final List of Eligible SSO Items may need to be amended depending on the Respondent's proposed processing method(s). For example, if anaerobic digestion is proposed as the sole processing method, yard waste items may be proposed to be excluded.

Proposal Submission Checklist

For proposals to be considered complete, they must include:

1. Bid bond
2. Letter of commitment from processing facility
3. Attachment 6 Price Worksheet
4. Attachment 7 Questionnaire

- a. Ques. 3 Contact/ Company Information for all members of proposal
 - b. Ques. 17 Resumes for each key individual
 - c. Ques. 18 Location map
 - d. Ques. 24 Collection safety records
 - e. Ques. 30 Examples of education materials
5. Attachment 8 SRC affidavit, if applicable
 6. Acknowledgement of Addendum form, if applicable

3 Introduction

The City of Milwaukee Department of Public Works (“City”) is soliciting proposals for qualified firms to provide citywide, residential **Source Separated Organics Collection and Processing Service**. The intent of the City is to contract for services for a period of five years, using a phased rollout schedule to grow from the current pilot program area (found in Attachment 2) to citywide collection. The citywide Source Separated Organics (SSO) collection system will be on a voluntary, subscription basis managed by the Contractor including billing and customer service. Collection service under this proposed new Contract is anticipated to start as early as June 1, 2020 or as soon after that date as practical.

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, collectively referred to as “source separated organics (SSO) for purposes of this RFP.

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 called for going further by:

1. Charging for and/or separating all bulky item collection from the weekly service and schedule of garbage cart collection;
2. Eliminating or charging extra for collection of any trash bag or item 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 three elements of a more aggressive variable rate program have not had sufficient support to proceed to date. However, the City’s DPW desires to provide residents convenient

opportunities for increasing SSO waste diversion, facilitating a reduction in household demand for garbage service.

The City currently 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. An SSO curbside service pilot was implemented in 2016 to increase diversion from landfills while offering a valuable service option to residents. More information about this SSO pilot program is available on the City's web page: "[Organics Collection Program \(Pilot\)](#)" and the resulting report: "[Organics Collection Pilot Study: Final Report](#)".

DPW's pilot program has shown demand for this collection service, even without a personal economic incentive of lower costs through selecting smaller cart size service.

3.1 Design Features of the Collection Service

The City seeks proposals from qualified vendors for curbside SSO collection to start in a minimum service area of the original SSO curbside service pilot neighborhoods. Then, under a negotiated, phased rollout schedule, the service should expand citywide no later than the fifth year of the new Contract. The tentative list of eligible SSO items found in Attachment 1 to this RFP is based on current pilot program operations. The collection service specifications and resident instructions for the SSO pilot program provide a basis for this RFP, but Respondents are encouraged to propose alternate program design details that will enhance the value of citywide SSO collection service.

Below are a number of key design features of the new SSO service:

- ◆ The service will remain voluntary, on a subscription basis. Residents who sign up for the service will be billed by and pay the Contractor directly. Subscribing households will be charged for the cost of the SSO collection and processing service.
- ◆ The service will be initially offered at a minimum within the two "pilot neighborhoods": Bay View and the neighborhoods collectively referred to as the East Side (see Attachment 2). The pilot was initially capped at 500 households, approximately 1.7% of eligible households in the pilot area. The current pilot service has approximately 540 subscribers who will be invited to rejoin under the new program.
- ◆ Eligible residents are all one-to-four unit households in the City of Milwaukee.
- ◆ RFP Respondents must propose their schedule for expanding collection availability to attain a citywide service area by no later than the fifth year of the Contract. Accelerated rollout schedules that attain citywide service availability sooner than the fifth year are preferred but not required.
- ◆ The new Contracted service will run for at least five years and is currently scheduled to run from June 1, 2020 through May 31, 2025. The Contract may be extended for up to two, one-year extensions at the City's sole option.
- ◆ The SSO collection service will be separate from other wastes (e.g., garbage, traditional recyclables).

- ◆ The City's Department of Public Works (DPW), Sanitation Section (Sanitation) will continue to manage the other yard waste collection services as per current operations. These include yard waste collection at two Drop Off Centers, the bulk collection of leaves in the fall, and seasonal collection of brush piles on-call April through November. For more information on these existing yard waste collection services, see the City's web page: "[Food Waste and Yard Debris](#)". Only the pilot organics collection program is directly impacted by this RFP and potential new Contract.

After contract execution, the pilot program will be discontinued according to an agreed transition plan, and the pilot program subscribers will have the opportunity to subscribe to the new program.

The City will accept proposals for:

- ◆ SSO collection services only; or
- ◆ Bundled SSO collection/processing services.

The City will not accept proposals that offer processing only services.

The City has not pre-selected the method of processing. As part of a bundled collection/processing proposal, the City will accept proposals for processing either by composting or anaerobic digestion (AD). Respondents must fully describe in their proposal how the processing services will be addressed.

3.2 Goals of the Collection Service

Goals of this SSO program include:

- ◆ Optimize the diversion of SSO from landfills while recovering a valuable resource.
- ◆ Make available a new and convenient SSO collection service on a voluntary subscription basis for residents throughout the City of Milwaukee.
- ◆ Help develop processing capacity to serve the City of Milwaukee's SSO needs.
- ◆ Promote premium final product quality (e.g, finished compost).
- ◆ Improve overall program economics (including the rate charged to Subscribers) through increased route density, increased number of zones served, and economies of scale.
- ◆ Promote continuous growth in the number of subscribers.
- ◆ Promote continuous growth in the participation rate.
- ◆ Promote optimum levels of pounds of SSO collected per household.
- ◆ Promote zero contamination of SSO as collected.
- ◆ Provide appropriate SSO collection container sizes that best match the needs of subscribers.
- ◆ Careful planning and continuous evaluation of the list of SSO materials specified as included (yard wastes, food wastes, etc.).

- ◆ Improved messaging, education tactics and continued evaluation of their effectiveness in promoting increased subscriptions and reducing contamination.
- ◆ Require rigorous service standards as outlined in the draft contract to help achieve high customer satisfaction.
- ◆ Assure the highest degree of clean, safe, and sanitary SSO storage and collection practices to avoid odors and other nuisances.
- ◆ Minimize scavenging and litter generation by animals.

3.3 Opportunities for Growth

City of Milwaukee residents within scheduled collection zones may apply to be a part of this optional curbside SSO collection program by completing an application form that shall be available online or hard copy. The Contractor shall maintain a “waiting list” of subscriber applicants. The SSO collection operations in a zone will not begin until a minimum number of subscribers have applied for the service. This minimum subscription threshold per zone shall be specified in the final Contract.

Respondents shall propose the minimum number of eligible subscriber applicants within a given zone that is required in order for Contractor to initiate service within that scheduled zone. The Contractor, upon written approval from the City, shall announce and then start collection operations in the new route once the agreed-upon minimum number of subscriber start-up applicants has been attained. Respondents should propose a timeline/schedule for starting a new route (e.g., number of days to start collections once the subscriber threshold has been attained and the new route approved by the City).

Respondents should propose a schedule for delivery of SSO carts and starter kits if these resident resources are part of your proposal (e.g., number of days to deliver SSO carts and starter kits once the new route has been approved by the City). Respondents should propose a schedule for delivery of other SSO educational materials (e.g., emails, direct mail, etc.).

3.4 RFP Scenarios

This RFP outlines four scenario groups as pre-defined by the City:

Scenario 1 –Yard Waste Only, Haul to City Transfer Station:

Includes cost of collection service with direct haul to City of Milwaukee transfer stations.

- a. Service in cart, provided by Contractor
- b. Service in bags or bin, provided by subscriber

Scenario 2 –Yard Waste Only, Haul to Third Party:

Includes cost of collection service and processing fees.

- a. Service in cart, provided by Contractor
- b. Service in bags or bin, provided by subscriber

Scenario 3 –Yard Waste with Food Waste, Haul to Third Party:

Includes cost of collection service and processing fees.

- a. Service in cart, provided by Contractor

Scenario 4 –Food Waste Only, Haul to Third Party:

Includes cost of collection service and processing fees.

- a. Service in cart, provided by Contractor

Respondents are encouraged to propose on multiple scenarios.

4 Tentative RFP Schedule

The following RFP schedule is the tentative. The City reserves the right to amend this schedule. Any changes after the RFP is released will be announced via RFP addendum.

Jan 27, 2020	RFP publicly issued
Feb 4, 2020 2:00 PM	Mandatory pre-proposal meeting Keep Greater Milwaukee Beautiful; 1313 W. Mount Vernon Ave.
Feb 6, 2020 1:00 PM	Deadline for Respondent questions (Questions must be sent to slongs@milwaukee.gov)
Mar 6, 2020	Proposals due 3:00 PM
Week of Mar 16, 2020	Respondent interviews (if needed)
Mar 27, 2020 (Estimated)	Notice of intent to award
May 1, 2020	Signed Contract by Date
Jul 1, 2020	Collection Service Begins (target)

5 Materials to be Collected

The proposed SSO collection service may include 1) yard waste only, 2) yard waste and food waste commingled, or 3) food waste only. Respondents are encouraged to submit multiple proposals under different scenarios. Respondents should state in the Questionnaire (Attachment 7) which materials they propose to add or remove from Attachment 1, if any, for each scenario proposed.

6 Public Education

The Contractor and City shall provide public education and outreach strategies as outlined in the Draft Contract language (Attachment 9).

7 Account and Billing Administration

The Contractor shall perform all Subscriber account and billing administration as outlined in the Draft Contract language (Attachment 9).

8 Collection Service Specifications

8.1 Voluntary “Subscription” Service

Individual households will voluntarily subscribe to the program. Only households in approved designated collection zones according to the Service Implementation Plan, Appendix 4 of the Contract, will be eligible for the service.

8.2 Collection Frequency

Respondents should detail their proposed collection schedule in the Questionnaire (Attachment 7).

For a point of reference, the current pilot program which includes food waste and yard waste features the following collection schedule:

- ◆ Summer Collection (April – November): weekly collection
- ◆ Winter Collection (December – March): every other week collection

8.3 Collection Point

The collection point for each household (alley or curbside) shall be the same as serviced by the Department of Public Works for garbage and recycling collection.

8.4 Carts

If proposing service in carts, the Contractor will purchase and supply the necessary carts for the duration of the Contract. Only one SSO cart per residential dwelling unit is suggested. For purposes of this RFP, SSO carts are suggested to be at least 65 gallons in size for proposals including yard waste but smaller for proposals including only food waste. Respondents should state in the Questionnaire (Attachment 7) if they propose to provide a cart differing in size or otherwise from the one described in Attachment 5.

If service in carts is proposed, Contractor will transfer ownership of carts to the City of Milwaukee at no additional cost after the contract term has expired. Transfer will include all cart titles, warranties, and guarantees.

If service is in carts, the existing pilot participants that choose to subscribe under the new program will continue to use the carts currently deployed at their homes. These carts remain the City of Milwaukee property but the vendor is responsible for maintenance during the term of the contract.

9 Processing Facilities

Respondents must include a detailed plan for processing the SSO materials proposed to be collected. This processing facility plan may include composting, AD, or a combination of both. Specific facilities must be identified and a letter of commitment from the processing facility (or

facilities) included in the Respondent's proposal packet (except for Scenario 1 –Yard Waste Only, Haul to City Transfer Station proposal).

The Contractor must ensure that their planned processing facilities have ample capacity to receive material from additional households or to timely increase such capacity as needed to support the expansion plan.

10 Data Reporting

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

- ◆ Number of subscribed customers, monthly additions, deletions, and cumulative total.
- ◆ Number of waiting list subscribers within and outside of the zones currently serviced in this program.
- ◆ Number of subscribers who are delinquent in their payments.
- ◆ Any disruptions to timely billings.
- ◆ Number of subscribers who set out organic material, by week.
- ◆ Number of subscribers who received Unaccepted Set-Out Notices from the Contractor, organized by reason for notice.
- ◆ Types of contamination found in Carts.
- ◆ Percentage of the collected material with contamination (improper materials).
- ◆ Weight of the collected material monthly and cumulative.
- ◆ Weight of material delivered to each receiving facility/processor utilized.
- ◆ Customer feedback received by the Contractor regarding participation, cart size, program ease or difficulty, reasons for leaving the program, etc., and a summary of customer service requests and resolutions.

10.1 Reporting of Contract Tons of SSO from Program Subscribers

Data must accurately reflect City of Milwaukee SSO Collection and Processing Service Subscribers only. Under scenario 1 (yard waste only, haul to City transfer station), the Contractor must haul “straight” loads of contract SSO tons only (i.e., no mixing of non-contract SSO tons with contract tons on the same load). This requirement is due to the City's accounting and contracting systems at the transfer stations.

Under scenarios where the Respondent proposes to haul the SSO to a third party (scenarios 2, 3, and 4), the loads may be mixed with contract tons of SSO and non-contract tons of the same type of SSO. However, if mixing of non-contract tons is anticipated, Respondents must state in the Questionnaire (Attachment 7) how they propose to provide accurate information to the City of Milwaukee regarding service subscribers.

11 Proposal Evaluation Criteria

The City employs a rigorous competitive process for soliciting proposals from qualified firms. Its goal is to engage a firm (or firms) with the optimum blend of capabilities, experience, technology, and value for meeting the City's needs. DPW will form an objective Evaluation Committee to review the proposals, evaluate, and rate them in accordance with the evaluation criteria.

The City will use the below proposal criteria and weightings to evaluate the written proposals and assign a total point value for each proposal. If the City proceeds to schedule interviews, a short list of the highest ranked Respondents will be invited to advance to a second round of evaluation. The second round of the evaluation, if conducted, will be used to establish final scores using the proposal criteria and weightings below to evaluate both the written proposals and the interviews.

11.1 Economics (50% - 50 points)

The proposed price of the SSO collection service(s) from Attachment 6 – Price Worksheet will be evaluated.

11.2 Responsiveness and Proposed Approach (35% - 35 points)

Thoroughness in proposed approach and responsiveness to the RFP specifications and questions in Attachment 7 will be evaluated. Items to be evaluated include the following:

- ◆ Proposed methods for expanding service areas, including any Contractor infrastructure investments.
- ◆ Proposed timeline and methods for expanding service areas.
- ◆ Proposed methods to ensure equity in expansion.
- ◆ Proposed methods to ensure sustainable processing capacity.

11.3 Qualifications (15% - 15 points)

Qualifications to be evaluated include the following:

- ◆ Must have residential solid waste “curbside” collection experience serving municipal garbage, recycling, or SSO programs.
- ◆ Prior experience with residential SSO collection and processing (which may include yard waste only).
- ◆ Available trucks and fleet size.
- ◆ Capacity of SSO processing.
- ◆ Qualifications of drivers and other personnel.
- ◆ Qualifications of the proposed Contractor management team.

11.4 Additional Points (5 points)

- ◆ Socially Responsible Contractor (SRC) compliance – (see Attachment 8)

The City reserves the right to evaluate and compare all proposals received in a manner that is in the best interests of the City and Milwaukee residents. Therefore, the City reserves the right to compare proposals with different scenarios to the extent possible. The City reserves the right to accept or reject all or part of any proposal submitted and accept such proposal deemed to be in the best interests of the City; reject any and all proposals received in response to this request; accept a proposal that is not the lowest cost; request clarification regarding any proposal; make a partial award, or not make any award. While the City believes that a single provider solution will be in the best interest of this Program, it will consider a multiple provider solution or subcontracted relationship if it is determined that such an arrangement would positively impact subscription rates and overall success of the Program without impairing the City's ability to attain effective service integration. There is no appeal process for an RFP.

Attachments

Attachment 1

Preliminary Accepted Items List for SSO Collection Service¹

Items Included

Items Excluded

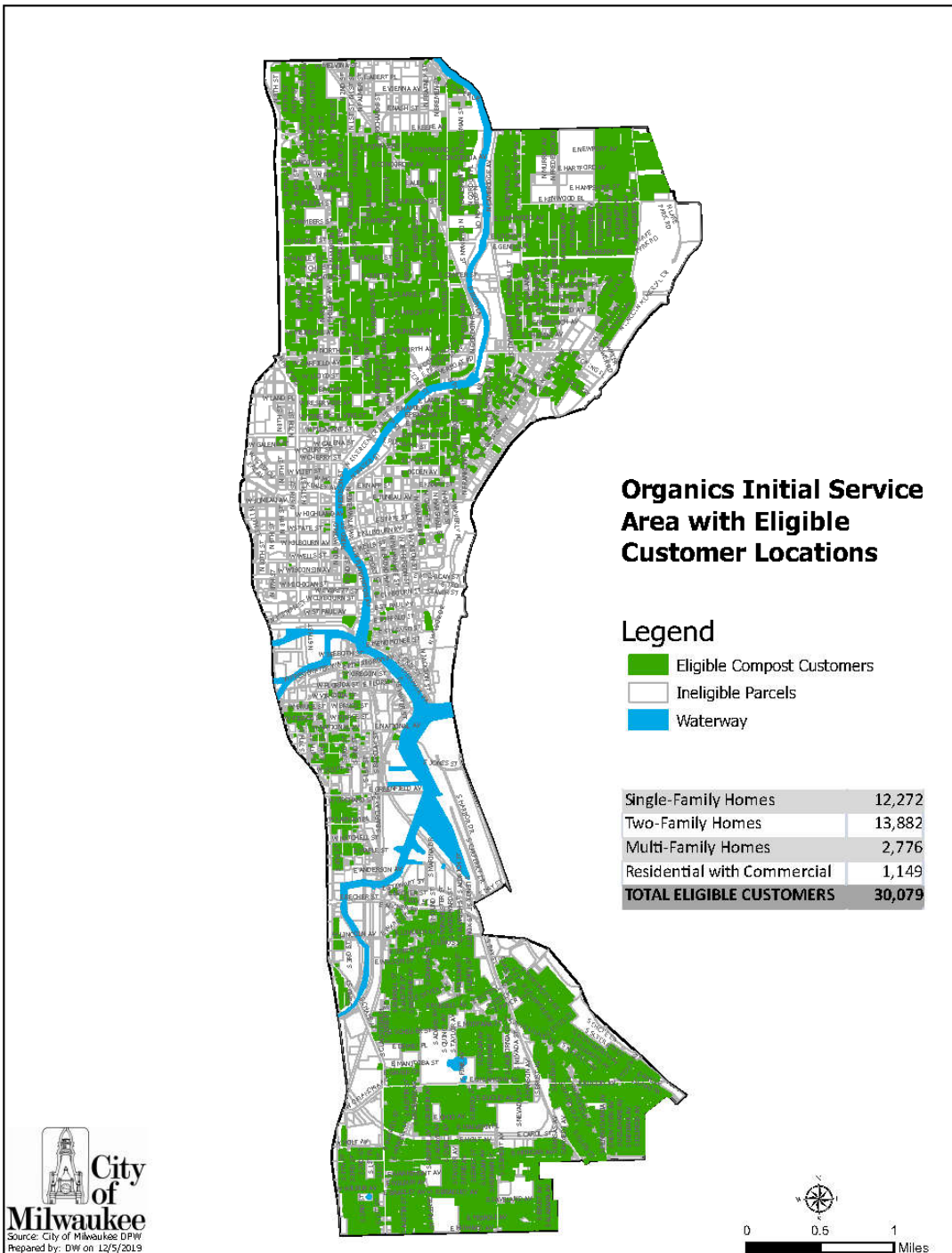
- ◆ Fruit and Vegetable Scraps
 - Cooked or raw
 - Scraps or whole fruit
 - Seeds and stems
- ◆ Eggs, Protein, and Dairy
 - Eggs - cooked and raw
 - Egg shells
 - Cooked meat and seafood
 - Bones
 - Cheese
 - Nuts and seeds
- ◆ Beverages
 - Coffee grounds and filters
 - Tea leaves and bags
- ◆ Bread and Grains
 - Bread, including spoiled
 - Rolls
 - Cakes and sweet breads
 - Pasta (cooked or raw)
 - Rice and grains
- ◆ Other Food Materials
 - Leftovers
 - Spoiled food
 - Sauces
- ◆ Yard Waste
 - Grass clippings
 - Garden trimmings
 - Weeds
 - Diseased plants

- ◆ Dangerous Waste
 - Diapers
 - Animal carcasses
 - Animal waste
 - Cat litter
 - Medical waste
 - Hazardous waste
- ◆ Other Food Waste
 - Raw meat
 - Fats, oil, and grease
 - Liquids
- ◆ Packaging
 - Plastic bags
 - Twist ties
 - Fruit stickers
 - Aluminum foil
 - Plastic wrap
 - Compostable bags
 - Compostable containers
- ◆ Non-Biodegradable Items
 - Recyclables
 - Ceramics
 - Clothing
 - Plastic containers
 - Rocks

¹ This is the City's tentative list for purposes of this RFP. Respondents should suggest amendments to this list in their proposal or explicitly state the proposed edits to this list in redline format.

Attachment 2

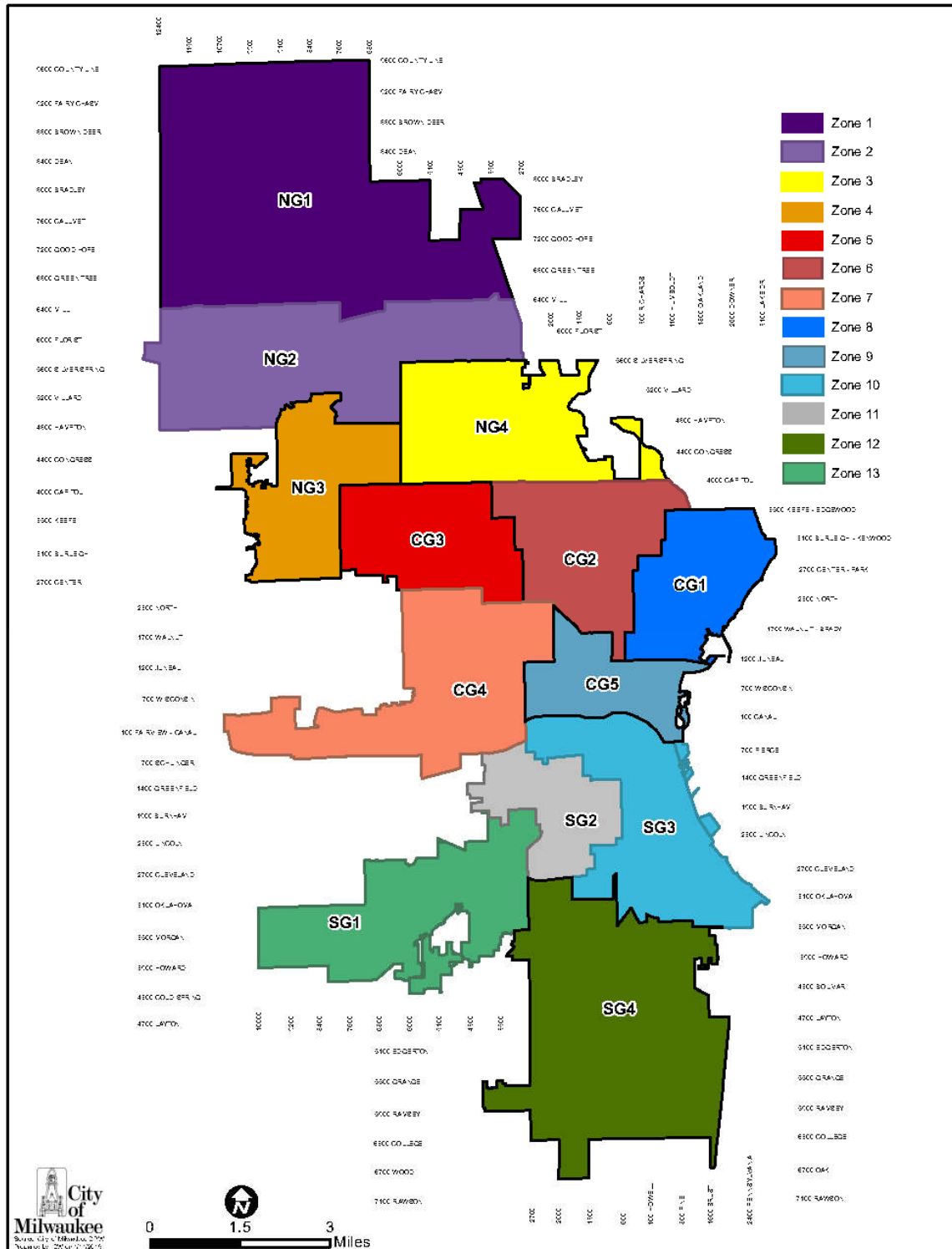
Map of Current Pilot Program, Initial Service Area²



² Initial service areas for SSO Collection and Processing Service are the same areas currently participating in the Organics Pilot Program. At the time of contract execution, current subscribers will be offered the opportunity to join under the SSO Collection and Processing Service.

Attachment 3

Citywide Map of Collection Zones



Attachment 4

Eligible Households by Collection Zones

Zone 1-NG1		Zone 6-CG2	
Single-Family Homes	8,403	Single-Family Homes	5,612
Two-Family Homes	727	Two-Family Homes	4,998
Multi-Family Homes	56	Multi-Family Homes	240
Residential with Commercial	42	Residential with Commercial	285
Total Residential Stops	9,228	Total Residential Stops	11,135
TOTAL HOUSEHOLDS	10,110	TOTAL HOUSEHOLDS	17,128
Zone 2-NG2		Zone 7-CG4	
Single-Family Homes	7,514	Single-Family Homes	7,171
Two-Family Homes	1,459	Two-Family Homes	4,049
Multi-Family Homes	413	Multi-Family Homes	398
Residential with Commercial	35	Residential with Commercial	209
Total Residential Stops	9,421	Total Residential Stops	11,827
TOTAL HOUSEHOLDS	12,091	TOTAL HOUSEHOLDS	17,067
Zone 3-NG4		Zone 8-CG1	
Single-Family Homes	9,355	Single-Family Homes	3,941
Two-Family Homes	2,353	Two-Family Homes	2,837
Multi-Family Homes	192	Multi-Family Homes	523
Residential with Commercial	94	Residential with Commercial	239
Total Residential Stops	11,994	Total Residential Stops	7,540
TOTAL HOUSEHOLDS	14,929	TOTAL HOUSEHOLDS	12,191
Zone 4-NG3		Zone 9-CG5	
Single-Family Homes	9,720	Single-Family Homes	611
Two-Family Homes	1,490	Two-Family Homes	236
Multi-Family Homes	324	Multi-Family Homes	40
Residential with Commercial	53	Residential with Commercial	58
Total Residential Stops	11,587	Total Residential Stops	945
TOTAL HOUSEHOLDS	14,051	TOTAL HOUSEHOLDS	1,346
Zone 5-CG3		Zone 10-SG3	
Single-Family Homes	6,889	Single-Family Homes	5,817
Two-Family Homes	4,380	Two-Family Homes	3,144
Multi-Family Homes	218	Multi-Family Homes	289
Residential with Commercial	145	Residential with Commercial	331
Total Residential Stops	11,632	Total Residential Stops	9,581
TOTAL HOUSEHOLDS	16,722	TOTAL HOUSEHOLDS	13,971

Zone 11-SG2		Aggregated Totals	
Single-Family Homes	4,537	Single-Family Homes	92,691
Two-Family Homes	4,277	Two-Family Homes	34,127
Multi-Family Homes	493	Multi-Family Homes	3,803
Residential with Commercial	431	Residential with Commercial	2,151
Total Residential Stops	9,738	Total Residential Stops	132,772
TOTAL HOUSEHOLDS	16,320	TOTAL HOUSEHOLDS	180,065
Zone 12-SG4			
Single-Family Homes	11,540		
Two-Family Homes	1,900		
Multi-Family Homes	225		
Residential with Commercial	123		
Total Residential Stops	13,788		
TOTAL HOUSEHOLDS	16,333		
Zone 13-SG1			
Single-Family Homes	11,581		
Two-Family Homes	2,277		
Multi-Family Homes	392		
Residential with Commercial	106		
Total Residential Stops	14,356		
TOTAL HOUSEHOLDS	17,806		

Attachment 5

Specifications of 65-Gallon Organics Cart

- ◆ 65 gallon Organics cart, nestable
- ◆ Metal Catch Bar for tipping purposes
- ◆ 10” snap on wheels with integrated spacer
- ◆ Cocoa Brown body; Cocoa Brown lid w/ UV protection
- ◆ Brand Plate Stamp on Lid (Organics Only, Food Waste Only, or Yard Waste Only, as applicable)
- ◆ Side Stamp of City of Milwaukee bell tower logo (not pictured below)
- ◆ Current vendor supplying carts – Rehrig Pacific Company



Attachment 6

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 6 – Price Worksheet is available for download as a Word document from the City of Milwaukee web page for this RFP: <http://mpw.milwaukee.gov/bids/docs/30-2020>

Scenario 1 –Yard Waste Only, Haul to City Transfer Station:

Includes cost of collection service with direct haul to City of Milwaukee transfer station.

- b. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in cart, provided by Contractor
- c. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in bags or bin, provided by subscriber

Scenario 2 –Yard Waste Only, Haul to Third Party:

Includes cost of collection service and processing fees.

- a. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in cart, provided by Contractor
- b. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in bags or bin, provided by subscriber

Scenario 3 –Yard Waste with Food Waste, Haul to Third Party:

Includes cost of collection service and processing fees.

- a. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in cart, provided by Contractor

Scenario 4 –Food Waste Only, Haul to Third Party:

Includes cost of collection service and processing fees.

- b. Proposed \$ per subscribing household per month (\$/HH/Mo) = \$ _____.
Service in cart, provided by Contractor

Attachment 7 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 7 – Questionnaire is available for download as a Word document from the City of Milwaukee web page for this RFP: <http://mpw.milwaukee.gov/bids/docs/30-2020>

Proposal Options:

1. Check all proposal scenarios you are responding to:

- ☐ 1a. Yard waste only
(Collection and City transfer station. Service in Contractor-provided carts)
- ☐ 1b. Yard waste only
(Collection and City transfer station. Service in resident-provided bags or container)
- ☐ 2a. Yard waste only
(Collection and 3rd party processing. Service in Contractor-provided carts)
- ☐ 2b. Yard waste only
(Collection and 3rd party processing. Service in resident-provided bags or container)
- ☐ 3a. Yard waste and food waste
(Collection and 3rd party processing. Service in Contractor-provided carts)
- ☐ 4a. Food waste only
(Collection and 3rd party processing. Service in Contractor-provided carts)

2. Check all proposal options you are responding to:

- ☐ Delivery to a composting facility
- ☐ Delivery to an anaerobic digestion (AD) facility

Specify each processing facility proposed. Attach a letter of commitment from each processing facility proposed that includes a statement about the projected available capacity to adequately manage the City's new SSO tons under this new citywide curbside program.

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. What is your proposed billing cycle and schedule?

7. Do you propose an alternative collection schedule other than the seasonal timing outlined in Section 8.2? What is the proposed alternative collection schedule for each scenario you are responding to?

8. Clearly specify the type of Contractor-provided cart, or resident-provided container, or resident-provided bag proposed for use for each scenario you are responding to. Describe any special container features specifically beneficial for SSO programs, if any.

9. For service in cart proposals, do you propose to provide carts larger or smaller than 65-gallon in size to subscribing households?

10. For service in cart proposals, specify whether additional source separated SSO may be placed outside of the cart for collection.

11. For cart service proposals, will customers be charged for cart replacements? If yes, what will be the charge for cart replacement? Under what circumstances will customers be charged for replacement? Under what circumstances will customers not be charged for replacement?

12. 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.

13. Summarize your understanding (within this questionnaire form) of the data reporting requirements 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.

14. If proposing to deliver the SSO to a third party processor (under scenarios 2, 3, or 4), specify whether you anticipate picking up from City of Milwaukee contract SSO tons mixed with non-contract SSO tons in the same load. Describe your process for ensuring that accurate data reflecting contract SSO tonnage reports will be sent to the City.
15. Specify any items you propose to add or remove from Attachment 1 for each Scenario proposed.
16. Utilizing the Map of City Zones (Attachment 3) as a reference, detail your strategy for service expansion including the following considerations:
 - A. Timeline and areas for expansion
 - i. Will specific zones be targeted for expansion in years 1-5 of the contract term?
 - ii. Will all zones be available for recruitment at once?
 - iii. Will targeted zones allow for more competitive pricing?
 - B. Equitable access to service for all City residents
 - C. Processing capacity to sustain city-wide expansion

Qualifications:

17. Provide a **minimum** of two (2) references (within this questionnaire form) of customers that your organization serves as an SSO 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.

A. 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	

B. Reference #2:

i. Name of reference organization	
j. Contact person	
k. Phone	
l. Email address	
m. List of materials collected and/or processed (Itemize list separately for Composting or AD Facility)	
n. Number of households or businesses served (For collection reference)	
o. Tonnage processed (tons per month)	
p. Include samples of educational materials produced by your company or in conjunction with your client	

18. 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.
19. Provide the specific location of your proposed composting or AD facility. Provide a location map, including access roads for both incoming SSO route trucks and outbound semi-trucks.
20. What is the current permitted throughput of your proposed composting or AD facility in tons per month? What processing capacity is available at your proposed composting or AD facility in tons per month for SSO collected under this proposal? If you are proposing using more than one facility, identify the throughput of each facility separately.
21. Describe any changes to your proposed composting or AD facility that will be needed to effectively process and market the anticipated volumes of the City's SSO materials. Will these changes provide adequate processing capacity to meet anticipated volumes of the City's SSO materials for the term of the proposed contract? Will a permit modification be required to manage the anticipated material?
22. Describe your organization's experience with collecting SSO materials from residential customers. Include description of both collection equipment and method (e.g., manual collection, semi-automated, fully-automated, curbside carts, etc.).
23. How many trucks are in your current fleet? Itemize by type of truck (e.g., front load, side load, or rear load).
24. Are all collection vehicles in full compliance with City, County, and State road weight restrictions?
☐ Yes ☐ No

What is your commitment and plan for full compliance?

25. 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.)

26. If awarded this contract, would your organization expect collection service in the Initial Service Area (Attachment 2) to begin within 60 days of an executed contract?

☐ Yes ☐ No

If no, explain what timeframe you would anticipate.

27. The City makes no guarantees of participating households. What is the maximum number of households your company can provide services to under this proposal in year one? In year five?

Year 1, Quantity of Households: _____

Year 5, Quantity of Households: _____

28. What is the minimum number of households your company proposes to provide services to under this proposal in year one? In year five?

Year 1, Quantity of Households: _____

Year 5, Quantity of Households: _____

Administration

29. 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.

30. Summarize your billing service protocols, including the software used, process for distributing quarterly bills, and maintaining accurate subscriber account information, and how you will ensure transparency in account information with the City.

31. 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).

Environmental and Value-Added Benefits:

32. 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).

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

34. What value-added items do you propose to provide to the City to enhance the collection program (e.g. educational tools, reduced pricing for increased density, securing private funding for additional carts, bins, or bags, etc.)?

Attachment 8

Socially-Responsible Contractors

SOCIALLY-RESPONSIBLE CONTRACTORS (SRC) PROVISIONS

December 2018

I. GENERAL

- a. Effective December 12, 2018, the City of Milwaukee adopted (09/25/2018) the Socially-Responsible Contractors Ordinance 310-10 (published: 10/11/2018) that supports a bid scoring system that awards additional points to socially-responsible contractors who make efforts to eliminate, or significantly reduce, barriers to employment. To this end, all contracting agencies shall apply an award standard in all formal competitive bids/RFPs (\$50K or more) so that an otherwise responsive and responsible bidder which is an SRC shall be awarded the contract, provided that its bid does not exceed the lowest bid by more than 5% or \$25,000. An additional number of points, equal to 5% of the maximum number of points used in the evaluation of Request for Proposals (RFPs), shall be applied to increase the total score attained by a socially-responsible contractor. The purpose of this ordinance is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded.
- b. Bidders or proposers seeking the SRC preference shall prepare and submit with the bid or RFP a completed and notarized affidavit certifying their SRC status. Failure to do so may result in an SRC forfeiting their rights to be considered for the bid incentive.
- c. Sanctions – If any document submitted to the city by a contractor under this chapter for the purpose of participating in any city contract contains false, misleading or fraudulent information, the City Purchasing Director may direct the imposition of any of the following sanctions on the offending contractor:
 1. Withholding of payment.
 2. Termination, suspension or cancellation of the contract in whole or in part.
 3. Denial to participate in any further contracts awarded by the City.
- d. Penalty – Any person, business or corporation knowingly engaging in fraud, misrepresentation or in any attempt, direct or indirect, to evade the provisions of this chapter by providing false, misleading or fraudulent information shall, upon conviction, forfeit not less than \$2,000 nor more than \$5,000 together with the costs of prosecution.

II. SRC CRITERIA

- a. Each bidder or proposer seeking to qualify as a socially-responsible contractor shall submit, as part of its bid or proposal, a sworn affidavit describing actions taken and programs implemented to eliminate, or substantially reduce, the barriers to employment for current and prospective employees of the contractor, and the outcomes of these actions and programs.
- b. Actions or implemented programs shall include at least three (3) out of thirteen (13) actions or programs as set forth in the ordinance and the Socially-Responsible Contractors Affidavit of Compliance form located on the Purchasing Division's website at: city.milwaukee.gov > Directory > Purchasing Division > Forms & Affidavits.

1. Hire persons with felony convictions;
2. Assist current or prospective employees with earning their high school diploma;
3. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
4. Partner with an employment service agency to monitor and track individualized employment plans;
5. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
6. Provide or facilitate occupational skills training and related adult mentoring and networking;
7. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
 - a. A valid driver's license
 - b. Transportation vouchers to work and home
 - c. Appropriate work attire, work safety gear, and other needed equipment
 - d. Testing and certification fees
 - e. Legal aid services
 - f. Child care and family-related dependent care
 - g. Emergency housing, health care, and short-term emergency
 - h. Career and training services
 - i. School supplies, books, and fees
 - j. Referrals for medical services and exams
 - k. Reasonable accommodations for persons with disabilities
8. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
9. Provide breast feeding facilities for employees who are nursing children;
10. Provide a minimum of 120 hours of paid sick leave;
11. Provide a minimum of five (5) paid sick days;
12. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
13. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support arrears, and become current on child support obligations.

III. SOCIALLY-RESPONSIBLE CONTRACTORS (SRC) APPLICATION

- a. If the bids of two or more socially-responsible contractors do not exceed the lowest bid by more than 5%, the contract shall be awarded to the socially- responsible contractor that submitted a bid that exceeded the lowest bid by the smallest amount.
- b. If a bid submitted by a non-socially-responsible contractor and a bid submitted by a socially-responsible contractor are identical, the contract shall be awarded to the socially-responsible contractor, even if the bids are only identical due to the 5% award standard provided for in this chapter.
- c. If two bids submitted by two socially-responsible contractors are identical, the winner will be determined in accordance with the process for tie-breakers as established by the City Purchasing Director.
- d. If the difference between the low bidder's amount and the lowest socially- responsible contractor amount is within 5% of the low bidder and exceeds \$25,000, then the provisions in SRC Application - point A shall not apply.
- e. SRC Application – point A shall only be applied to the “base bid”.
- f. If a bidder or proposer is seeking to qualify for the SRC bid incentive, that bidder or proposer may not also seek to qualify for the City's other bid incentive programs such as the Local Business Enterprise (LBE) bid incentive (city.milwaukee.gov/Purchasing/Programs) or the Buy American bid incentive (city.milwaukee.gov/Purchasing/Programs). Should there be a conflict between multiple bidders that are seeking to qualify for these incentives, precedence shall be given to the bidder seeking to qualify for a bid incentive in the following descending order:
 1. LBE bid incentive
 2. Buy American bid incentive
 3. SRC bid incentive



**DEPARTMENT OF ADMINISTRATION-PURCHASING DIVISION
SOCIALLY-RESPONSIBLE CONTRACTORS (SRC)
AFFIDAVIT OF COMPLIANCE**

NOTE: This affidavit must be completed in its entirety and submitted with your bid or proposal to be considered for SRC bid incentive.

Bid or RFP #: _____

Company Name: _____

Address, City, State, Zip: _____

A "Socially-Responsible Contractor" or "SRC" is an entity submitting a bid as part of the City's formal competitive bidding process that has acted or implemented a program to eliminate, or significantly reduce, barriers to employment for current and prospective employees of the contractor. Actions or implemented programs shall include at least three (3) of the programs listed in **Section I** below. To indicate which programs you have acted or implemented, place a checkmark in the box next to each item pertaining to the business entity as a bidder or proposer for the City of Milwaukee.

I. SRC CRITERIA

- ☐ A. Hire persons with felony convictions;
- ☐ B. Assist current or prospective employees with earning their high school diploma;
- ☐ C. Underwrite or facilitate industry-linked career-assessed pre-employment services and subsidized work experience including: internships, job shadowing, on-the-job training, and summer employment;
- ☐ D. Partner with an employment service agency to monitor and track individualized employment plans;
- ☐ E. Provide, underwrite, or facilitate industry-linked career-based instruction to current or prospective employees in areas such as the following: blueprint reading, basic math and measurement, technical math, labor history, construction culture and essential skills, health and safety awareness, manufacturing processes and production, maintenance, and budgeting and financial literacy;
- ☐ F. Provide or facilitate occupational skills training and related adult mentoring and networking;
- ☐ G. Underwrite or facilitate subsidized or unsubsidized programs which provide supportive services for current or prospective employees to obtain or fund the following:
 - A valid driver's license
 - Transportation vouchers to work and home
 - Appropriate work attire, work safety gear, and other needed equipment
 - Testing and certification fees
 - Legal aid services
 - Child care and family-related dependent care
 - Emergency housing, health care, and short-term emergency assistance
 - Career and training services
 - School supplies, books, and fees
 - Referrals for medical services and exams
 - Reasonable accommodations for persons with disabilities
- ☐ H. Partner with employment agencies to supplement subsidized wages to ensure employees receive a living wage;
- ☐ I. Provide breast feeding facilities for employees who are nursing children;
- ☐ J. Provide a minimum of 120 hours of paid sick leave;
- ☐ K. Provide a minimum of five (5) paid sick days;
- ☐ L. Provide an employer-assisted housing program providing homebuyer assistance in the form of mortgages, down payment assistance, or homebuyer education for residences within walking distance of their employer;
- ☐ M. Provide assistance to reduce fees and penalties on tardy child support payments, manage payment of child support arrears, and become current on child support obligations.

II. DISCLOSURE

The purpose of the *Socially-Responsible Contractor* Program (SRC) is to ensure contributions toward community betterment made by socially-responsible contractors are recognized and rewarded. Each bidder or proposer seeking to qualify for the SRC bid incentive shall submit, as part of its bid or proposal, this sworn affidavit describing actions taken and programs implemented to eliminate, or significantly reduce, the barriers to employment for current and prospective employees of the contractor. The outcomes of these actions and programs shall be described in verifiable detail in the section below. (Please include an attachment if additional line space is required).

This signed and notarized affidavit of compliance will be the contractor's sworn statement that the business satisfies the criteria for Socially-Responsible Contractors pursuant to Chapter 310-10 of the City of Milwaukee Code of Ordinances.

I hereby declare compliance with Chapter 310-10 of the City of Milwaukee Code of Ordinances.

Authorized Signature: _____

Printed Name: _____

Date: _____

III. NOTARIZATION

Subscribed to before me on this _____ day of _____ in the year _____, at
_____ County, _____ State.

NOTARY PUBLIC SIGNATURE: _____

(SEAL)

PRINT NAME: _____ My commission expires: _____

PLEASE SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL TO:

**841 N BROADWAY, ROOM 506
MILWAUKEE, WISCONSIN 53202
OR FAX TO 414-286-8110**

Attachment 9
Draft Contract

City of Milwaukee

CONTRACT

for Source Separated Organics Collection and Processing Service

between

The City of Milwaukee

and

Contractor



MM DD, YYYY

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

City of Milwaukee
CONTRACT
for Organics Collection and Processing Service

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1 Introduction

The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment, supplies, Source Separated Organics Facility, and Disposal Site as required to perform and complete the collection, processing, and marketing of all Source Separated Organics collected through the Program.

2 Definitions

For purposes of this contract, the following definitions shall apply:

Acceptable Materials or Source Separated Organics (SSO) means those organics that are accepted in the Program as defined in Appendix 1 of the Contract.

Anaerobic Digestion (AD) Facility means an industrial facility where a series of biological processes are used in which microorganisms break down biodegradable material in the absence of oxygen.

Applicable Law means all laws, statutes, rules, regulations, permits, actions, determinations, orders, or requirements of any Regulatory Authority having jurisdiction over either Party that from time to time apply to or govern Contract Services or the performance of the Parties' obligations under this Contract, including those that concern health, safety, fire, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and or the City of Milwaukee's code of ordinances.

Cart means a receptacle, equipped with wheels and bar, with a capacity of approximately 65 gallons purchased with a ten (10) year manufacturer's warranty and approved for use by the City.

City means The City of Milwaukee, a municipal corporation of the State of Wisconsin, and shall include the City of Milwaukee's officers, elected officials, employees, agents, volunteers and representatives.

Collect or Collection shall mean the act of removing Source Separated Organics for transport to the Source Separated Organics Facility.

Commissioner, CPW means the Commissioner of Public Works or their designee for the City of Milwaukee Department of Public Works.

Composting Facility means an industrial facility where organic materials are systematically decomposed in the presence of oxygen.

Contract means this agreement between the City and the Contractor.

Contract Date means the date on which this Contract becomes effective, which shall commence once it is signed by the parties.

Contractor means CONTRACTOR NAME AND DESCRIPTION, or its administrators, successors, or assigns.

Contractor's Proposal means the DATE proposal to the RFP and all subsequent clarifications and follow-up documents submitted by the Contractor in response to the RFP.

Contamination means the existence of any material or substance on or contained in Source Separated Organics that is not considered Acceptable Source Separated Organics.

Customer means City of Milwaukee resident who has subscribed with the City of Milwaukee to pay for the collection of Source Separated Organics and has agreed to participate in the Program.

Disposal means the final deposition of solid waste and includes, but is not limited to deposition in landfills or solid waste thermal treatment technology facilities.

Disposal Site means any facility or location where the final disposition of solid waste occurs and includes, but is not limited to, landfilling and solid waste thermal treatment technology facilities. A Disposal Site shall be licensed and permitted for disposing of Solid Waste, as required, by all governmental bodies having jurisdiction.

DPW means the City of Milwaukee Department of Public Works.,

Force Majeure Event means a natural disaster, flood, fire, riot, explosion or similar occurrences, acts of the public enemy, wars, blockades, insurrections, riots, restraints of governments and people, civil disturbances, acts of terrorism or similar occurrences, actions or decrees of governmental bodies.

Generator means any person who creates Source Separated Organics.

Landfill means an area of land on which or an excavation in which solid waste is place for permanent disposal and which is not a land application unit, surface impoundment, injection well, or compost pile, provided that any such Landfill accepts material in accordance with all applicable laws.

Marketing means identification and development of end markets for the product made from Source Separated Organics and the selling of this product to end markets.

Municipal Solid Waste means any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multifamily residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term includes yard trimmings and commercial solid waste, but does not include solid waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

Processing means the conversion of Source Separated Organics to a marketable product and Residue through the use of either Anaerobic Digestion or Composting to decompose and stabilize organic matter.

Program means the City's Source Separated Organics Service involving the collection, processing, and marketing of SSO under the Contract.

Recycling means any process by which materials which would otherwise become solid waste are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

Residue means the material that remains after Source Separated Organics have been processed and the marketable material removed.

RFP means the City Request for Proposals #30-1-2020, released January 27, 2020, entitled *Request for Proposals for Source Separated Organics Collection and Processing Service*, including any and all Addenda.

Solid Waste means any garbage or Municipal Solid Waste; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

Source Separated means the separation of Acceptable Materials from solid waste at the place where the waste originates.

Source Separated Organics, Organic Materials, Organics means eligible items listed in Appendix 1.

Source Separated Organics Facility or Processor means any facility or location where the processing of source separated organics occurs. A Source Separated Organics Facility shall be licensed and permitted for processing Source Separated Organics, as required, by all governmental bodies having jurisdiction.

Unaccepted Set-out means conditions are such that a Cart placed for Collection is not required to be serviced by the Contractor.

Yard Trimmings means leaves, brush, grass clippings, shrub and tree prunings, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance other than mining, agricultural, and silvicultural operations.

3 Term

The term of the Contract between the City and Contractor shall be from the date of contract execution until the date that is five years after the initiation of Collection, as mutually determined by the City and the Contractor.

4 Service Area

The Contractor shall collect, process, and market Source Separated Organics from City customers subscribed to the service per Appendix 2: Schedule for Citywide Rollout which details the schedule for neighborhood expansions and minimum household counts for expansion.

5 Acceptable Materials

Appendix 1: Acceptable Materials List contains the official list of acceptable Source Separated Organics under this Contract.

5.1 Addition/Removal of Acceptable Materials

During the term of the Contract, the Contractor may submit a written request to the City to add or remove items from Acceptable Materials. The Contractor shall not add or remove items identified as Acceptable Materials without prior written authorization by the City.

If the City authorizes the addition of an Acceptable Material, the City and Contractor will mutually agree to the specifications required and the date on which the added Acceptable Material will be accepted. If the City authorizes the removal of an Acceptable Material, the Contractor shall accept and process the Acceptable Material through the effective date of removal as specified in the written authorization signed by the City and the Contractor.

If the City authorizes the addition of an Acceptable Material, any cost adjustments as a result of such addition shall be limited to the actual documented costs less revenues proportional to the tonnage of such Acceptable Material to be collected, processed, and marketed. If the City authorizes the removal of an Acceptable Material, any cost adjustments as a result of such removal shall be limited to actual documented costs less cost savings proportional to the tonnage of such Acceptable Material no longer collected, processed, and marketed.

6 Collection Frequency, Location, Schedule, and Routes

6.1 Frequency of Collection

The Contractor shall collect Source Separated Organics per Appendix 3: Collection Schedule. Customer requests for additional pickups will not be granted as part of the base service. Contractor may propose to allow for additional service and pricing outside of that service, to be outlined in Appendix 6: Subscriber Authorization Form.

6.2 Location

Contractor shall collect Source Separated Organics from each Customer at the alley if the Customer property has direct alley access or curbside if it does not. Exceptions or changes are acceptable only upon approval by the City. After servicing, all carts are to be returned to the back portion of the sidewalk, the side of the driveway (never blocking the approach or door), out of the alley driving lane and out of the street.

6.3 Hardship

If a customer has a documented Disability Hardship Designation on file with the City for garbage and/or recycling, the Contractor shall retrieve the customer's cart from its storage area, empty it, and return it to the storage area.

6.4 Collection Days and Times

The Contractor shall collect within the weekdays, Monday through Friday, between 7 a.m. CST and 7 p.m., CST with the exception of City holidays, which shall include the following:

- New Years Day
- Martin Luther King Jr. Day
- Good Friday and Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving and the following Friday
- Christmas Eve & Day

If the ordinary collection day would fall on a City holiday, the collection will be scheduled and shall occur on the week day immediately following the holiday. After mutual agreement on the collection schedule, the City of Milwaukee will create the schedule piece to be provided to Customers. If City garbage collection is postponed for a day due to snow or ice, Contractor is allowed the same postponement. In such event, Contractor must notify the City immediately upon its decision to postpone.

6.5 Collection Routes

The Contractor shall maintain current Collection routes on file with the City. Any changes to the routes that result in schedule changes to Customers are subject to the approval of the City.

6.6 Collection Amounts

The Contractor shall collect all Source Separated Organics material contained in the Cart. The Contractor shall not be responsible for additional bagged or unbagged materials that are outside of the Cart as part of the base service. Contractor may propose to allow pick of these additional materials, which will be outlined in Appendix 6: Subscriber Authorization Form.

6.7 Starting Collection

The Contractor will start collection when the minimum number of approved Customers per Appendix 4: Service Implementation Plan have been identified and the Contractor has developed a route. A copy of the route must then be submitted to the City for approval. A rolling inclusion

process shall then be followed as outlined in Appendix 2: Schedule for Citywide Rollout unless amended by mutual agreement.

6.8 Unaccepted Set Out

Contractor is not expected or required to collect a Cart when it deems there to be an Unaccepted Set-out. Contractor may deem a set-out an Unaccepted Set-out if:

1. A set-out cart contains more than 10% of material other than Acceptable Materials
2. There is infectious or hazardous waste or liquid waste
3. Cart cannot be serviced without risk of damage to property (e.g., parked car in the way)

The Contractor may conduct a visual screening of material in carts prior to collection to determine if a set-out is an Unaccepted Set-out. If Contractor does not collect an Unaccepted Set-out, the Contractor must leave a notice communicating the Unaccepted Set-out to the Customer, the form of which will be approved by the City, identifying the reason the set-out was deemed an Unaccepted Set-out with instructions for the Customer to clear the cart prior to their next service date. For each Unaccepted Set-out, the Contractor must document the address, date and time, and reason for the Unaccepted Set-Out in a form to be approved by the City. The information regarding Unaccepted Setouts must be submitted electronically to the City within 36 hours of the Unaccepted Set-out.

7 Carts

7.1 Cart Specifications

Rolling carts shall be or be substantially similar to Rehrig 65-gallon Model NB or equivalent cart, body color: Cocoa Brown with serial numbers hot stamped, standard 10" wheels, UV protection, a metal catch bar for tipping purposes, and a minimum of a non-prorated 10-year warranty. A City logo shall be hot stamped on two sides of the carts. A brand plate stamp on lid will read "Organics Only" unless another lid stamp is confirmed by mutual agreement. No Contractor logos will be permitted on the carts.

7.2 Procurement, Maintenance, and Storage of Carts

The Contractor shall be responsible for the purchase, maintenance, repair, asset tracking, and delivery/retrieval of receptacles to the residential Customers including initial delivery on the date specified in Appendix 2: Schedule for Citywide Rollout. Carts are not to be labeled or modified by the Contractor without prior approval by the City of Milwaukee. The Contractor shall purchase all Carts needed for the Program and is responsible to store them prior to distribution.

7.3 Distribution of Carts

The Contractor will deliver one cart and a starter kit to each Customer between one and two weeks prior to the first date of collection. The starter kit is to include, at a minimum, educational information provided by the City and/or, if agreed, by the Contractor. Except in the case of a

yard waste only program, the starter kit must also include a kitchen caddy for collecting food waste. The final kit contents will be approved by the City prior to distribution.

Existing pilot participants that choose to subscribe under the new program will continue to use the carts currently deployed at their homes. These carts remain the City of Milwaukee property but the vendor is responsible for maintenance during the 5 year term of the contract.

7.4 Cart Replacement & Repair Procedures

The Contractor will manage and coordinate all cart replacements and/ or removals during the Contract term in accordance with Appendix 4: Service Implementation Plan. For any cart exchange, the Contractor will be responsible for returning the retrieved cart to the inventory. As provided in this Contract, under specified circumstances, the Contractor may be entitled to charge subscriber a cart exchange/delivery fee.

7.4.1 Level of Service to be Provided by Contractor

The Contractor shall take reasonable care to prevent damage to residential SSO carts during collection and shall repair or provide sanitized replacements in accordance with the City policy for replacement of carts. The need for repairs and replacements will be according to Contractors cart replacement policy, which at a minimum must replace non-serviceable carts and those carts with compromised wheels.

Requests for replacement of existing carts must be handled within five business days after the request is received. Repairs to existing carts must be handled within three business days from the time the request is received. The Contractor shall document and report the cart replacement and repair rate in accordance with City policy and procedures. The Contractor will be responsible for managing and completing warranty work on the carts.

7.4.2 City Policy and Procedures for Cart Replacements/Repairs

The Contractor must identify when cart repairs or replacements are needed and must respond to such service requests made by subscribing customers. Contractor is expected to repair or replace damaged carts or lids within three (3) business days after a request is received. If Contractor denies the request, Contractor must communicate the reason for denial to the subscribing customer. If a customer claims a cart is lost or stolen, the Contractor shall allow customer the option to cancel the service or to have a replacement cart delivered, subject to any applicable fee as approved under this Contract.

7.5 Ownership of Carts

The City will fully own and take all warranties, guarantees, and titles to the carts at the end of the Contract.

8 Personnel

The Contractor shall provide adequate experienced personnel to provide services pursuant to this Contract. Contractor shall provide the name, office telephone number, mobile phone number, email address, and fax number of Contractor's key personnel to the City. Contractor shall update key personnel records as personnel or contact information changes.

Key personnel shall include the following at a minimum:

- program manager
- one or more collection supervisor(s)
- facility/ site manager for each processing facility

One person for Contractor may hold multiple roles (e.g., one person may be designated as both Program Manager and Collection Supervisor). Contractor's employees shall treat any individual, including but not limited to Customers, coworkers, City staff, with whom they come in contact in the performance of their duties in a polite and courteous manner. The City reserves the right to direct Contractor to remove any employee who violates this policy from providing services to the City.

8.1 Training

Contractor shall provide regularly scheduled, on-going operations and safety training for all employees. Training manuals and schedules shall be maintained by the Contractor and available for review at any time by the City.

9 Account and Billing Administration

The Contractor will provide all account and billing administration as outlined in Appendix 4: Service Implementation Plan including detail on pricing, fees, onboarding, cancellations, and/or removals.

10 Public Education and Outreach

The Contractor shall create a public education and outreach plan to be detailed in Appendix 5. Any suggested changes or updates to this plan shall be reviewed and approved through the Annual Work Plan. All public education and outreach developed, printed, posted online, and/or distributed by the Contractor pertaining to the Program shall be approved by the City. The Contractor will create, host, and update a Program web site, providing information for current subscribers and interested residents. The Contractor will include the City on any and all mass-distributed subscriber correspondence, such as newsletters and in any subscriber groups established online.

The Contractor does not have authorization to speak on behalf of the City for any purpose including expanding the program, unless as pre-approved by the City. The City and Contractor shall coordinate on a shared calendar, allowing the City to view any events or speaking

arrangements by the Contractor that are in direct regard to recruitment, education, and outreach for the City's SSO Collection program.

10.1 Recruitment

Recruitment shall begin as soon as the Contract is fully executed and shall continue until (a) 90 days prior to the end of Program collection or (b) any other time as mutually agreed by the City and Contractor. The Contractor's recruitment plan, including methods and schedule for zone recruitment, will be detailed in Appendix 5: Education and Outreach Plan. The Contractor shall not:

- Guarantee inclusion in the Program or imply that approval is certain (except as consistent with approved Appendix 4: Service Implementation Plan)
- Retain any personal information collected during the recruitment process
- Use unapproved education or outreach materials

The Contractor will manage online subscription and interest forms to allow residents to sign up for service or sign up as an interested individual if their zone is not yet eligible for service. The City will have viewing access to the subscriber database and interest database.

10.2 Educational Materials

With input from the City, the Contractor shall develop and print the Program Introduction Notice. The notice will be provided for delivery with each Cart.

The Contractor shall print and leave Unaccepted Set-out Notices securely on the cart in cases where the customer places improper materials in the cart. As needed and approved by the City, the Contractor shall print and distribute the Route Change Notice.

The Contractor shall receive prior written approval of the City before printing and distributing cart education materials and notices.

10.2.1 Program Introduction Notice: The Program Introduction Notice shall include

- A. the collection days,
- B. set-out guidelines,
- C. accepted materials list,
- D. costs and benefits of program participation,
- E. copy of Subscriber agreement,
- F. Contractor's customer service telephone number, and
- G. any other information the City requests.

10.2.2 Unaccepted Set-out Notice: Unaccepted Set-out Notice shall include a tag with:

- A. the date
- B. reason for non-collection, and
- C. City's customer service telephone number, and
- D. any other information the City staff requests.

10.2.3 **Route Change Notice:** The Route Change Notice shall include:

- A. the date route change shall be implemented
- B. new collection days, and
- C. City's customer service telephone number, and
- D. any other information the City requests. Contractor shall deliver the Route Change Notice to each Customer a maximum of thirty (30) calendar days prior and a minimum of fourteen (14) calendar days prior to implementation of the route change.

11 Customer Service

11.1 Customer's Privacy

11.1.1 Protection of Customer privacy.

1. Non-Disclosure. Contractor will not disclose to any person other than the City or its designee any information identifying the following:
 - a. an individual customer, or
 - b. the composition or contents of a customer's collections, unless
 - a. upon the authority of a law or order of a regulatory agency, or
 - b. pursuant to written authorization of the customer.
2. No marketing. Collection Contractor will not market or distribute mailing lists with the name or address of customers.

11.1.2 Cooperation with City.

Subsection (1) may not be construed to preclude collection Contractor from doing any of the following:

1. preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by the City or Applicable Law,

2. keeping records,
3. providing the City with a copy of records or discussing those records with the City,
4. allowing the City to review or audit records, or
5. making reports.

11.2 Mode of Communication to Contractor

The Contractor will provide the City the telephone number and an e-mail address for the City to communicate Customer complaints, comments, or reports of missed pick-ups. The Contractor's telephone system shall adequately handle the volume of calls typically experienced on the busiest days and shall have an answering service or voice-mail system available for calls received during non-business hours and Holidays.

11.3 Accuracy of Call Center Responses

The City shall produce a fact sheet containing frequently asked questions ("FAQs") that are commonly received from residents about the SSO program. The FAQs fact sheet will also contain the recommended standard responses to be given by the City and Contractor customer service call center staff. Before the FAQs fact sheet is finalized, the City will solicit input and comments from the Contractor, but responsibility for the final document will rest with the City. The City may update the FAQs fact sheet as needed and will notify the Contractor and solicit input on the changes.

The Contractor's customer service call center staff serving the City shall be trained on the use and compliance requirements for following the FAQs fact sheet when answering questions from City residents.

The City will notify the Contractor immediately if the City receives any legitimate complaints about the accuracy of answers given by the Contractor's customer service call center staff. The Contractor shall take corrective action to cure the mistake and notify the City of the actions taken and means to prevent recurrence.

The City may make anonymous phone calls to the Contractor acting as if the call is from the general public to ask selected questions. If such calls are made, an email report summarizing the accuracy of the customer service representatives' responses will be provided back to the Contractor.

11.4 Customer Requests and Complaints

Contractor shall promptly address all customer requests and complaints regarding the Program and the cure for which is within the reasonable control of the Contractor upon receiving them from the City or from customers of the Program. Contractor shall resolve each such request/complaint as follows:

- 11.4.1 If the complaint is a missed collection and Contractor cannot provide proof that the collection is not a missed collection, such as a time stamped photograph, Contractor

shall pick up the missed collection on that same day if the complaint is received by the Contractor prior to 1:00 p.m., local time.

- 11.4.2 If the complaint is a missed collection and Contractor cannot provide proof that the collection is not a missed collection, such as a time stamped photograph, Contractor shall pick up the missed collection before 5:00 p.m., local time on the next work day if the complaint is delivered to Contractor after 1:00 p.m., local time.
- 11.4.3 For all other complaints, unless otherwise specified in the Contract, Contractor shall resolve the complaint within twenty four (24) hours of notice of such complaint to Contractor.

11.5 Record of Customer Communications

The Contractor will notify the City of all Customer communications, including but not limited to requests and complaints received by the Contractor directly from Customers.

12 Recordkeeping, Reporting, and Review

The Contractor shall create, maintain, and make available records as defined in, and required by the City and/or applicable local, State, and Federal laws, rules, and regulations. In addition, the Contractor shall submit monthly and annual reports to the City as described below. All reports shall be submitted electronically and in a format acceptable to the City. The Contractor shall make all records available to the City at reasonable times and places throughout the term of the Contract and for a period of seven (7) years after last or final payment.

12.1 Monthly Reporting

The Contractor shall submit a monthly report within ten calendar days following the end of each calendar month. The monthly report shall provide the following information:

- 12.1.1 Number of subscribers who have been provided with carts, monthly additions, deletions, and cumulative total;
- 12.1.2 Number of subscribers who set out organic material, by week;
- 12.1.3 Number of subscribers who received education materials and/or "education tags" from the Contractor for improper set-outs;
- 12.1.4 Number of carts that received a "tag" and were not serviced;
- 12.1.5 Percentage of the collected material with contamination; (tonnage of residue generated compared to tonnage of Source Separated Organics collected in the Program; may be estimated by Processor)
- 12.1.6 Report of all loads of Program material to Processing facility;
- 12.1.7 Weight of the collected material monthly and cumulative, identifiable by route, and indicating the Source Separated Organics facility that received the material;
- 12.1.8 Amount of Program material Processed and amount of finished (stabilized) material, monthly and cumulative;

- 12.1.9 Amount of marketed material by Processor, monthly and cumulative, attributed to the Program;
- 12.1.10 Type of end product generated by Program material by Processor;
- 12.1.11 End markets receiving Processed Program material and description of end use application;
- 12.1.12 Contractor comments regarding resident participation, both subscription rates and set-out rates;
- 12.1.13 Comments from residents, made to the Contractor, regarding participation, cart size, program ease or difficulty, reasons for leaving the program, etc.;
- 12.1.14 Contractor/Processor feedback regarding the quality of Program material in carts/loads, respectively;
- 12.1.15 Comments of the Contractor with respect to the carts including animal or other damage and vandalism;
- 12.1.16 Report of resolution status of all complaints/requests received and the time and manner in which they were resolved by Contractor;
- 12.1.17 Report of Contractor's Program recruitment/education efforts conducted independently, if applicable.

12.2 Annual Reports and Work Plan

12.2.1 Annual Report

The Contractor shall submit an annual report within 30 calendar days following the end of Program Collection. The annual report shall summarize, by month and annually, the information contained in the monthly report.

12.2.2 Annual Work Plan

The Contractor shall submit an annual work plan proposal no later than February 1 for the upcoming calendar year to outline key priorities for system improvements. Items to be included in the annual work plan are customer service and operational improvement goals and any proposed amendments to the plans, schedules, and forms currently applicable to the program, including at a minimum Appendices 1 through 6 of this Contract.

The City shall review and approve the work plan during the Annual Performance Review outlined below. The annual work plan shall be incorporated by reference as amendments to this Contract.

12.3 Performance Review

Upon receipt of the Contractor's annual report, the City shall schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to:

- Review Contractor's annual report.
- Review Contractor's annual work plan.

- Review Contractor's recommendations for improvement to the City's SSO program, including enhanced public education and other opportunities as contained within the annual work plan for the upcoming year.
 - Review Contractor's performance based on feedback from residents to the City and Contractor.
 - Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement with the remaining years under the current Contract.

12.4 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this Contract, the City's ordinances and the City's solid waste management standards. Substandard performance as determined by the City in its sole discretion will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within sixty (60) days after being notified by the City, the City may initiate Contract termination procedures.

13 SSO Processing and Marketing Requirements

13.1 Processing Requirements

All loads of Source Separated Organics from this Program shall be delivered to a Source Separated Organics Facility and shall undergo Processing into end product(s). The organics shall be processed to meet product specifications of buyers. The initial Source Separated Organics Facility for this Program shall be **FACILITY NAME, ADDRESS**. No other Source Separated Organics Facility may be used without the pre-approval of the City.

13.2 Ownership of Source Separated Organics

Ownership of Source Separated Organics collected by the Contractor shall remain with the Contractor from the time of collection until the time the Contractor transfers ownership to a processor or end user whichever is sooner.

13.3 Disposal of SSO or End Product as Solid Waste Prohibited

The Contractor shall not dispose of any Source Separated Organics collected as a result of the Contract or end product generated as a result of this Contract as Solid Waste except when authorized in writing by the City. This prohibition does not include Residue.

13.4 Access to SSO Facility and Disposal Site

The Contractor and its Processor shall allow the City access to the Source Separated Organics Facility including periodic visual monitoring and to collect samples to complete composition audits. In addition, the Contractor shall allow the City access to the Disposal Site including periodic visual monitoring of Residue from the Contract and to collect samples to complete composition audits.

13.5 Marketing Requirements

A minimum of thirty calendar days prior to collection start date, Contractor shall submit for approval a detailed marketing plan describing the Processor's marketing of end product generated by this Contract. Contractor and Processor shall not market any Source Separated Organics collected as a result of this Contract or end product generated as a result of this Contract to markets that the Contractor or Processor knows or reasonably should have anticipated will dispose of the Source Separated Organics or end product as Solid Waste except when authorized in writing by the City.

14 Compliance with Applicable Law and Regulations

14.1 Compliance

Contractor will comply with all Applicable Laws, including securing and maintaining all permits. No performance obligation may be construed to relieve Contractor of any obligations imposed by Applicable Law. Contractor will apply and pay for any permits at Contractor's sole cost. Contractor will show proof of permits and will demonstrate compliance with the terms and conditions of permits promptly at the request of the City.

14.2 References

References in this contract to particular provisions or requirements of Applicable Law may not be construed to limit Contractor's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate Contractor's satisfaction of its performance obligations and the City's administration and specific enforcement of this contract and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this contract. If any provision of this Contract is more stringent than Applicable Law, Contractor will comply with that provision.

14.3 Fines and Penalties

Contractor is solely liable for all fines and penalties that are imposed on Contractor or due to Contractor's actions, including fines and penalties that are the result of Contractor's violation of Applicable Law (including permits). Contractor will not seek reimbursement from the City or any customer for any fines or penalties.

14.4 Vehicles

The Contractor shall utilize vehicles that comply with all federal, state, and local laws and regulations, including clean air standards. The Contractor shall equip each vehicle with at least one broom and one shovel for use in cleaning up spillage. Contractor shall conduct pre-and post-trip inspections of all vehicles. In addition, Contractor shall wash each vehicle as necessary to maintain general cleanliness and reduce odors.

15 Indemnification and Waiver

15.1 Indemnification

The Contractor shall protect, indemnify, and hold harmless the City and its officers, officials, employees, agents and consultants (the “City 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 City 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 Source Separated Organics Collection and Processing service, 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 City Indemnified Party for loss or claim resulting from performance (or nonperformance) of the City’s obligations under this Contract or the negligence or willful misconduct of any City Indemnified Party. The Contractor’s indemnity obligation is for the exclusive benefit of the City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third Person. The protection afforded to the City by the Contractor by this paragraph shall not be limited by any limitation elsewhere in this Contract of the City’s remedies for breach or default by the Contractor.

15.2 Waiver

The City 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 City 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 City. 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.

15.3 Payment and Defense

Any obligation of the Contractor to act under this Section 15 shall commence upon notice of any claim, charge or demand of potential liability, loss, fine, penalty or charge against any City 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 City or any other City Indemnified Party, and no settlement finalized without the City’s express written consent. The Contractor and/or its insurer may select counsel subject to the City’s written approval, which shall not be unreasonably withheld or delayed. The City retains the right to select its own counsel at its own expense in defense of the matter. Any obligation of the Contractor to make payment under this Section 15 shall become due and payable when and as any liability, loss, fine, penalty or charge incurred by the City Indemnified Party becomes due and payable. Time is of the essence in the performance of the obligations under this Section 15.

16 Performance Monitoring and Damages

16.1 Incident Communication & Escalation Procedures

This Contract requires Contractor to meet the following performance standards:

1. Deliver quality and timely SSO Collection services to residents as set forth in the referenced RFP, Contractor's proposal and clarifications, and this Contract.
2. Meet other conditions as described herein for Collection and transportation of SSO to the designated SSO processing facility.

City and Contractor shall communicate on a regular and as needed basis related to customer complaints, accidents, billing errors, and other incidents. The following general incident escalation procedure provides a general guide for managing such communications as efficiently as possible.

1. Simple complaints and incidents may be handled with verbal communications only (e.g., phone calls).
2. Significant complaints and incidents must be recorded via at least email. A proposed cure and response timeline shall be discussed.
3. If a problem is not cured within the proposed timeline, a second email should be used to communicate a new timeline.
4. If a problem is still not cured within the new timeline of a second email, the City may send a letter indicating a new cure timeline and warning that liquidated damages may be imposed if the problem is not resolved.
5. If a problem is still not cured with the new timeline of the letter, the City will send a letter and email notifying the Contractor that liquidated damages will be imposed.
6. If a problem remains chronic and uncured, the City may initiate Contract breach procedures to notify the Contractor.

16.2 Liquidated Damages

The parties make the following acknowledgments:

1. the City incurred considerable time and expense conducting an RFP procurement process and negotiating this Contract to secure an improved level of collection service quality, increased diversion and increased customer satisfaction. Therefore, consistent and reliable Contract services are of utmost importance to the City and customers.
2. In awarding this Contract to Contractor, the City considered and relied on Contractor's municipal references, experience, qualifications, and reputation as to service quality, and Contractor's breach represents a loss of bargain to the City.
3. Quantified standards of performance are necessary and appropriate to ensure consistent and reliable Contract service, and if Contractor fails to meet performance obligations, the City will suffer damages, including:

- a. customers' inconvenience;
- b. anxiety, frustration, and potential political pressure,
- c. criticism and complaint by customers;
- d. loss of the the City governing body members' and staff time; and
- e. deprivation of the benefits of this Contract and loss of bargain,

in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms. It is and will be impracticable and extremely difficult to ascertain and determine the value of those damages.

- 4. In the event of breach or default, urgency of protecting public health and safety may necessitate that the City enter into emergency or shorter arrangements for services without competitive procurement at prices substantially greater than under this Contract, and the monetary loss resulting there from is impossible to precisely quantify.
- 5. Termination of this Contract for default and other remedies provided in this Contract are, at best, a means of future correction and not remedies that make the City whole for past breaches.

Therefore, the parties agree that liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the Contract execution date, including the relationship of the sums to the range of harm to the City that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient.

In signing this Contract, each party specifically confirms the accuracy of the acknowledgements made in this section and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Contract was made.

This section summarizes performance obligations (including timeliness) to which the liquidated damages apply. Liquidated damages below apply to each breach, each day unless otherwise stated: the first occurrence and continuation on successive days. For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.

- 16.2.1 Failure to respond to a legitimate service complaint (defined in subsection 10.3) received in accordance with Contract within 24 hours in a reasonable and professional manner: \$50 per occurrence
- 16.2.2 Incorrect service information given to Customer: \$50 per occurrence
- 16.2.3 Reporting unresolved complaints as resolved: \$250 per occurrence
- 16.2.4 Failure to collect within the applicable cure period any properly notified missed Collections - \$100 per occurrence
- 16.2.5 Failure to provide accurate and timely monthly or annual reports: \$100 per occurrence

- 16.2.6 Commingling of contract and non-contract tons: \$250 per occurrence
- 16.2.7 Failure to clean up from spills caused by Contractor during Collection operations: \$250 per occurrence
- 16.2.8 Failure to Collect on any day on which it is scheduled upon or after such date service begins, unless such failure is due to extreme weather or other Force Majeure Event that prevents collection on that day: \$500 per day
- 16.2.9 Failure to repair or replace a Cart within three (3) business days of notification of disrepair: \$50 per occurrence
- 16.2.10 Failure to provide a Cart to a new account within five (5) business days of service start: \$50 per occurrence
- 16.2.11 Failure to correct a billing error (one or both):
Minor billing error defined as a mistake made on one or more residents' bills that is not reflective of the services they have received: \$50 per occurrence
Major billing error defined as a mistake made on a large number of residents' bills that is not reflective of the services they have received: \$2,500 per occurrence
- 16.2.12 Failure to deliver any Source Separated Organics collected pursuant to the Contract to the designated facility: \$100 per occurrence
- 16.2.13 Failure to report on changes in location of SSO processing: \$250 per occurrence
- 16.2.14 Making changes to the Collection and Processing systems prior to receiving City approval to implement any such change – two thousand five hundred dollars (\$2,500) per occurrence
- 16.2.15 Failure to execute Service Implementation Plan under the agreed schedule and/or conditions – ten thousand dollars (\$10,000) per occurrence

16.3 Compensatory Damages

If Contractor fails to deliver Source Separated Organics to the approved Processing Facility, then in addition to assessing liquidated damages, the City may in its sole discretion assess the following compensatory damages, and Contractor will pay the City the following compensatory damages:

1. the City's reimbursement costs to monitor Contractor's compliance with delivery performance obligations, including individuals following collection vehicles on collection routes; and
2. the City's reimbursement cost of enforcing or securing specific performance of Contractor's delivery obligation.

17 Costs and Revenues

The Contractor shall be solely responsible for any and all costs associated with the collection and processing, including residue disposal costs, of Source Separated Organics collected under this

Contract and marketing of end product generated by this Contract. The Contractor or Processor shall retain all revenue associated with marketing of end product generated by this Contract.

17.1 Cost Adjustments

Contract costs can only be adjusted if under mutual written consent between the Parties.

18 Amendment

No amendment, modification, change, or extension of this Contract shall be effective unless it is in writing and executed by the Parties.

19 Change in Scope of Service

19.1 Change in Performance Obligations

19.1.1 At the City's direction

The City may direct Contractor to implement a change of performance obligations, including Contract service specifications or Contract service standards, in the Contract service area following request for, submission of, and review of Contractor's proposal under Provision 2, Contractor will submit its proposal within 10 business days of receiving the City's request for proposal (or a longer period that the City may designate in light of the complexity or magnitude of the directed change).

19.1.2 Upon Contractor Proposal

Contractor may propose to the City a change in the scope of Contract services, such as the following:

1. new developments in collection technologies that would improve Contract Service efficiency and reduce the Contractor service fee, pollution, or environmental impact;
2. a program that would increase diversion; and
3. changes in operations necessitated by a change in law.

19.2 Review and Comment

19.2.1 Proposal contents. In its proposal Contractor must describe its detailed plan for implementing the requested or proposed change, including the following:

1. a task list and time-line implementation schedule,
2. goods or services (including any Subcontractor) necessary to implement the change, and
3. any change in Contractor service fee and cost substantiation therefore, including Contractor's changes in direct costs (taking into account both incremental direct costs and savings offsets) such as:
 - a. modifying vehicle(s);
 - b. adding receptacle(s), vehicle(s) or routes;

- c. shortening or extending route time;
- d. laying off or supplementing labor; and
- e. increasing transportation distance or time to a Processing Facility.

The City may withdraw the request for proposal at any time, for any reason, including receipt of a proposal from Contractor unsatisfactory to the City. Contractor will include documentation supporting its proposal satisfactory to the City.

19.2.2 Offer

Contractor's proposal will be deemed Contractor's offer to the City to implement the requested or proposed change. Contractor's proposal will remain binding for at least 45 days from the date submitted to the the City.

19.2.3 Proposal Review

1. Response/Comments. Within 20 business days of receiving Contractor's proposal, the City may review, approve, or disapprove the proposal and comment on it. If the City does not respond within that time, its approval will be deemed denied, except upon mutual agreement of an extension.
2. Acceptance of Comments. Contractor will accept or reject any comments within 15 business days of receiving them. If Contractor accepts the comments, the City will prepare amendments to this Contract that will implement the proposal, as acceptable to Contractor.
3. Rejection of Comments / Negotiations. If Contractor rejects the City's comments, the parties will negotiate in good faith for a period of at least 15 business days following Contractor's receipt of the City comments.

19.2.4 Failure to agree.

1. The City-directed change. If the parties cannot reach agreement on a proposal directed by the City by the end of those 15 business days, the City may implement the change itself or through another Person
2. Contractor-initiated proposal. If the parties cannot reach agreement on a proposal initiated by Contractor by the end of those 15 business days of negotiation, the proposal is deemed rejected and this Contract will not be amended Contract

20 Termination of Contract

20.1 For Cause

If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Contract, or if a party shall violate any of the covenants, agreements, or stipulations of

this Contract, the other party shall thereupon have the right to terminate this Contract by giving written notice to the party in default of such termination and specifying the effective date of termination, at least five (5) days before the effective date of the termination.

Despite the preceding sentence, prior to termination of the Contract for cause, a party that desires to terminate this Contract for cause under this Section shall notify the other party in writing of its intent to terminate, identifying the alleged deficiencies in the other party's performance, and shall give the other party 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. Future amendments to laws, ordinances or regulations shall not serve as justification for termination of the Contract.

20.2 Without Cause

During the term of this Contract the City may, upon 1 year's written notice to the Contractor, terminate the Contract for convenience and without cause. If the City terminates for convenience within the initial 5 year contract term, the Commissioner may either: 1) require the Contractor to remove any carts delivered to Program subscribers by the Contractor, or 2) pay the Contractor at the mutually agreed fair market value for the City to take ownership of such carts prior to the end of the 5th year of the contract.

21 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 take all reasonable precautions to protect the City's and private 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 property 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 by any cause as provided herein.

22 Force Majeure Notice

If the performance of any part of this Contract by the Contractor is delayed or rendered impossible by reason of a Force Majeure Event, the Contractor shall immediately give notice to the City of the nature of such conditions and the extent of delay and shall do everything commercially reasonable to resume performance. If the period of nonperformance exceeds fourteen (14) days from the receipt of notice of the Force Majeure Event, the City may, by giving written notice, terminate this Contract.

If the ability of the City to compensate the Contractor under this Contract is delayed by reason of a Force Majeure Event, the City 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 the City due to circumstances under this paragraph.

23 Cooperation: Risk of Loss

The parties shall use commercially reasonable efforts, and shall cooperate, to overcome or remove any Force Majeure Event and to mitigate the effect such Force Majeure Event has on the Program. Moreover, the unit price and all other terms of the contractual relations between the City and the Contractor shall be subject to good faith negotiations at the request of the City or Contractor to address the economic or other impacts of the Force Majeure Event. However, each Party assumes the risk of any loss, damage, cost or expense it incurs or suffers which results from a Force Majeure Event, subject to each of the City's and Contractor's rights under the preceding sentence.

24 Entire Contract

Except as provided below, all negotiations, proposals, and contracts between these parties prior to the date of this Contract with respect to the subject matter hereof, written or oral, are void. Except as provided below, there are no contracts or understandings between these Parties other than those written or specified in this Contract, which includes the Appendices. The entire Contract of the parties with respect to the transactions contemplated herein is contained in the documents listed below. The documents listed below are incorporated into and together comprise all terms of this Contract.

1. This Contract including all Appendices attached hereto.
2. The Contractor's Proposal.
3. The RFP.
4. Department of Public Works General Specifications.

In the event of any conflict in any of the terms of the foregoing, the order of priority of such terms shall be in descending order of the above list (e.g., specific provisions of the Contract shall have first priority).

A copy of the DPW General Specifications can be found online here:
http://mpw.milwaukee.gov/bids/docs/GenSpecs_May%202018.pdf

Appendix 1
Acceptable Materials List

To be determined – see tentative Acceptable Materials List in RFP

DRAFT

Appendix 2
Schedule for Citywide Rollout

To be determined

DRAFT

Appendix 3
Collection Schedule

To be determined

DRAFT

Appendix 4
Service Implementation Plan

To be determined

DRAFT

Appendix 5
Education and Outreach Plan

To be determined

DRAFT

Appendix 6
Subscriber Authorization Form

To be determined

DRAFT

Appendix 7

Insurance Requirements

Throughout the term of this Contract, Contractor is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this Section. Any failure to comply with these minimum requirements during the Term is a material breach of this Contract permitting City to, in its sole discretion, immediately terminate this Contract without prior notice.

Certificate of Insurance Required. A certificate of insurance acceptable to the City must be provided within 30 days of final execution of this Contract. The certificate shall state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by City. Immediately upon any material change to Contractor's insurance coverage, Contractor shall send City an updated Certificate of Insurance and/or Policy. Electronic signatures on the certificate are acceptable.

City's Authority to Terminate. The certificate shall be approved by the City and placed on file with the City prior to commencement of work under this Contract. The City reserves the right to examine and approve the actual policy of insurance before the City executes any Contract. If the required certificate is not received and approved, the City has the authority to terminate this Contract.

City as Additional Insured. The City of Milwaukee shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability, including cyber coverage. The certificate holder shall be designated as:

City of Milwaukee
Department of Public Works
841 N. Broadway, Room 501
Milwaukee, WI 53202

City Approval of Insurance Companies. Insurance companies must be acceptable to the City and have a current A.M. Best rating of A-VIII or better.

Use of Occurrence Form. All policies other than professional liability policies shall be written on an occurrence form.

Notice of Cancellation or Non-Renewal. The City 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. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting 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 of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

Required Coverages. Each of the following coverages is required pursuant to this Contract:

Worker's Compensation (The City does require Worker's Compensation coverage for Sole Proprietorships)	Statutory Limits
Employer's Liability	<p>Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000</p> <ul style="list-style-type: none"> Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers.
Commercial General Liability	<p>Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000</p> <p>Products-Completed Operations Limit: \$2,000,000 Personal and Advertising injury Limit: \$1,000,000</p> <ul style="list-style-type: none"> Coverage must be equivalent to ISO Form CG0001 or better. Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers. Coverage must apply to independent contractors and contractual liability. Coverage must apply on a primary and non-contributory basis.
Automobile Liability	<p>Bodily Injury: \$1,000,000 per person \$1,000,000 per occurrence</p> <p>Property Damage: \$1,000,000 per occurrence</p>

	<p>Or Combined Limit: \$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.
Umbrella (Excess) Liability	<p>\$5,000,000 per occurrence \$5,000,000 aggregate</p> <ul style="list-style-type: none"> • Must provide coverage in excess of the Employer's Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above).

Appendix 8

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, 2019 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, including any of the following documents/reports: A weekly electronic certified payroll report, 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 **\$11.32** 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.

Rev: 02/2019