

Request for Proposals (RFP)

For

Douglas County, Wisconsin Recycling Services

September 20, 2017

**Proposal Due Date:
October 13, 2017**

Table of Contents

	Page Number
1. Introduction.....	3
2. Definitions.....	3
3. General Requirements for All Collections	6
4. Curbside Collection Requirements	9
5. Drop-Off Collection Requirements	11
6. Processing.....	12
7. Fees	12
8. Term of Contract	13
9. Submitting Proposals	13
10. Proposals May be Rejected in Whole or Part.....	14
11. How to Submit Proposals	14
12. Proposal Content	15
13. Vendors May Team with Other Companies.....	15
14. RFP and Proposal to Become Part of Final Contract	16
15. Evaluation Criteria	16
16. Contract Language	16
 Attachments:	
A. Map of Douglas County, Location of Drop-Off Sites.....	17
B. Information for Drop-Off and Curbside Recycling	18
C. Processing Data	20
D. Curbside Worksheet	21
E. Drop-Off Worksheet	23
F. Checklist.....	25
G. Sample Contract.....	27

1. Introduction

The following sections describe Douglas County's intent, background, general information, and decision process about this request for proposals (RFP).

1.01 Statement of Intent and County Goals

This RFP defines the service standards, specifications and proposal requirements of the recycling program for Douglas County, Wisconsin (County). The County seeks to enter into a new recycling contract with a company/companies that have the resources and ability to provide residential recyclable materials collection services for the entire County, excluding the City of Superior.

It is the intent of the County to accept and evaluate proposals for recycling services including collection, processing, marketing and public education. The goals of the County are to:

- 1.) Maximize the fullest recovery possible of recyclable materials from all residents in the County (from both single-family and multi-family dwellings with 4 units or less) and to achieve the most cost-effective solution; and
- 2.) Improve public education of all County residents about recycling services so as to improve participation and recovery rates. The County encourages proposing vendors to submit their best proposal possible.

1.02 Background

The County has had a recycling program for approximately 27 years. The County's current recycling contract incorporates curbside cart collection in nine communities and front load or roll-off container collection in ten communities targeting single-family homes and multi-family units of 4 or less.

The County's current contract with the existing service provider expires on December 31, 2017.

The County currently employs a single sort recycling program for the collection of fiber and rigids. The fiber products accepted in the County's recycling program include newspaper, magazines, mixed mail, phone books, office paper, corrugated cardboard, and boxboard. Rigids accepted in the program include steel and aluminum cans, aluminum foil and trays; glass bottles and jars; plastics 1-7; gable top milk cartons and aseptic packaging (i.e., juice boxes). These materials are described in more detail in Section 2, "Definitions."

In 2016, approximately 927.99 tons of recyclable materials were collected from Douglas County residents served. Detailed information regarding current billing, household numbers and recycling tonnage may be found in *Attachments B and C*.

2. Definitions

2.01 Aluminum

Disposable containers fabricated primarily of aluminum, commonly used for soda, beer, juice, water or other beverages. Also includes aluminum foil and trays.

2.02 County's Designated Contact Person

The County contracts with Northwest Regional Planning Commission (NWRPC) for Responsible Unit (RU) responsibilities. The County has designated Sheldon Johnson with NWRPC as the County's sole point of contact for prospective vendors and eventually the Contractor.

2.03 Collection

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

2.04 Contract

The legal agreement executed between the County and the Contractor. The Contract shall include this RFP document, the successful proposal, and any written clarifications or modifications.

2.05 Contractor

The County's recycling service Contractor/s under the new Contract beginning operation on January 1, 2018.

2.06 Contractor's Annual Recycling Public Education Flyer

The County requires the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for County residents:

- For Curbside Customers - an annual calendar and map of curbside recycling zones for Single-Family Dwellings and Multi-Family Units of 4 or less;
- For Drop-Off Facilities - a list of materials to be included for recycling; a list of Non-Targeted Materials that cannot be recycled in the County's program; and how to prepare materials; and will be distributed to each site annually by direct mail or hand delivery.

2.07 Curbside Recycling Carts

Uniform curbside recycling carts that are at least 64 gallon supplied by the Contractor in which recyclable materials can be stored and later placed for curbside Collection. (The bins are available at no cost to County residents.) The Contractor may charge residents up to the actual cost of the cart if the cart must be replaced because of resident negligence. Carts damaged due to the collection process will be replaced by the Contractor.

2.08 Curbside Recycling Service

The recycling Collection service specified within this RFP utilizing Curbside Recycling Carts.

2.09 Drop-Off Facility

Any facility whose purpose is to temporarily collect recyclables to haul to a Processing Facility.

2.10 Fiber

Old Newspaper (ONP) with inserts; household office paper and mail; boxboard; corrugated cardboard; magazines/catalogs/phone books; Kraft bags; and wet strength containers (soda/beer packaging); milk cartons and juice boxes.

2.11 Glass Bottles and Jars

Unbroken bottles and jars, and containers (lids/caps and pumps removed) that are

primarily used for packing and bottling of food and beverages.

2.12 Market Demand

The economic and technical capacity of markets to use recyclable material to make new products.

2.13 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

2.14 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

2.15 Milk Cartons & Juice Boxes

Gable top milk cartons, juice boxes and aseptic packaging used for soup, broth, soy milk, etc.

2.16 Non-Targeted Materials

Materials that are not included in the County's recycling program.

2.17 Corrugated Cardboard (CC)

Cardboard material with double wall construction and corrugated separation between walls. Does not include plastic, wax or other coated cardboard.

2.18 Participation Rate

A record of which specific households on a recycling route set out recyclable materials at some point during a defined period of time (usually one month), as a percentage of the overall number of eligible households.

2.19 Plastic Bottles

Plastic Recyclable plastic bottles shall be identified on the bottom with the Society of the Plastics Industry (SPI) plastic codes #1 (PET) ,#2 (HDPE) and plastics identified as 3-7, including bottles containing: liquor; milk; juice; soft drinks; water; certain foods; soap and cosmetics.

2.20 Process Residuals

The material that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings and rejects from specific processing equipment (e.g., materials cleaned from screens, etc.). Process Residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities.

2.21 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to a transfer station or MRF for transportation or marketing purposes.

2.22 Single Stream Vendors will propose a single-stream Collection system whereby residents will be instructed to commingle all groups of recyclable materials in a lidded wheeled cart, within an open roll-off container, or within a lidded 6- or 8-yard front load container.

2.23 Rigid Containers

Includes aluminum cans, foil and trays; steel cans; glass bottles and jars; and plastic containers labeled 1-7.

2.24 Set-Out Rate

The number of households (SFDs) that set out recyclable materials each service pickup as a percentage of the number of eligible SFDs in the County for curbside routes.

2.25 Single-Family Dwelling (SFD)

A building containing up to four (4) dwelling units.

2.26 Steel Cans

Disposable containers fabricated primarily of steel or tin used for food and beverages.

3. General Requirements for All Collections

The following general requirements are pertinent to all recycling services (i.e. Curbside Recycling Service, Drop-Off Recycling Service and Processing).

3.01 Vehicle Equipment Requirements

Vehicles shall be designated to accommodate single Collection as specified by the Contract, and shall be clearly signed on both sides as a recycling vehicle. In addition, all collection vehicles used in performance of the Contract shall: be duly licensed and inspected by the State of Wisconsin; operate within the weight allowed by and local ordinances; be Wisconsin Department of Transportation (DOT)-compliant at all times; meet local road weight requirements; and be kept clean and as free from offensive odors as possible.

Each vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor's name and telephone number prominently displayed.

3.02 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP.

3.03 Holidays

Holidays refers to any of the following: New Year's Day, Independence Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the County and Contractor. In no instance will there be more than one holiday during a Collection week.

3.04 County Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the County's sole right to clearly specify the resident sorting and setout requirements.

3.05 Publicity, Promotion and Education

The County updates its website with recycling information and instructions and periodically publishes recycling-related information in a newsletter. The newsletter is direct mailed to every home, business and apartment in rural Douglas County and is also available on the County's website year round. In an effort to increase participation and improve compliance with County-specified resident preparation instructions, the Contractor/s shall submit to Sheldon Johnson any information beneficial for the proper collection and preparation of the recyclables for the County to use in its public education. In addition, the curbside hauler will provide through direct mail or direct delivery a calendar of recycling days for the residents of those communities as described in Section 2.06, "Contractor's Annual Recycling Public Education Flyer" and Section 4.07, "Public Education Information for SFD Residents."

3.06 Weighing of Loads

Contractor(s) will keep accurate records consisting of a weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected recyclable material from SFDs in Douglas County or drop-off sites. Collection vehicles will be weighed after completion of a route, as they become full or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the County.

Load weights shall not contain any non-residential or non-County recyclables.

3.07 Monthly and Annual Reports

The Contractor will submit to the County monthly reports and annual reports. At a minimum, the Contractor shall include the following information monthly:

Curbside:

- Total quantities of recyclable materials collected, (in tons) per Route or Municipality per pickup day.
- Recycling service fee (based upon contracted price per household).

Drop-Off:

- Total quantities of recyclable materials collected (in tons) per site per pickup day.
- Recycling service fee (based upon contracted price per haul).

Processing:

- Total quantities of recyclable materials collected in the County, by material type (in tons).

At a minimum, the Contractor shall include the following information annually:

Curbside:

- Annual Tonnage hauled.
- Average Participation Rate and Set-Out Rate and an explanation of how those rates were calculated.

Drop-Off:

- Annual Tonnage hauled.

Processing:

- Total quantities of recyclable materials collected, by material type (in tons).

Monthly reports from the previous month shall be due to the County by the 15th day of the month. Annual reports shall be due by February 15th. The Contractor shall include in its annual report recommendations for continuous improvement in the County's recycling program.

3.08 Annual Performance Review Meeting

Upon receipt of the Contractor's annual report (see Section 3.07 of this RFP), the County shall at its discretion schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to, the following:

- Review Contractor's annual report, including trends in recovery rate and participation.
- Review efforts the Contractor has made to expand markets for recyclable materials.
- Review Contractor's performance based on feedback from residents to Committee members, County staff, and any recorded complaints received.
- Review Contractor's recommendations for improvement to the County's recycling program, including site conversions, enhanced public education, and other opportunities.
- Review County recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement during the remainder of the contract.

3.09 Scavenging Prohibited

It is unlawful for any person other than the County's recycling Contractor to collect, remove, or dispose of designated recyclable materials after the materials have been placed or deposited for Collection in the recycling containers. The County's recycling Contractor's employees may not collect or "scavenge" through recycling in any manner that interferes with the contracted recycling services.

3.10 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of collection and/or processing operations. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclable materials shall be transported in a covered vehicle so that the recyclable materials do not drop or blow onto any public street or private property during transport.

3.11 Recyclable Material Required to be Transported to Markets; Disposal of Recyclable Materials Prohibited

Upon Collection by the County's recycling Contractor, the County's Contractor shall deliver the designated recyclables to an end market for sale or reuse, or to an intermediate Collection center for later delivery to a MRF or end market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

3.12 Performance Monitoring

The County will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the Contract. Substandard performance as determined by the County will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the County in writing, the County will initiate the Contract termination procedures.

4. Curbside Collection Requirements

Collection from the nine (9) curbside communities in Douglas County may be done every other week or once every four (4) weeks and hauled to the Contractor's processing facility. See Attachment B for detail.

The following Collection requirements are for Curbside Recycling Service only (Single-Family Dwellings) and do not pertain to drop-off site type of Collection services.

4.01 Personnel Requirements

The Contractor shall have on duty Monday through Friday a dispatch customer service representative to receive customer calls and route issues. The Curbside Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all Curbside Collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Wisconsin, and local governing boards.
- c. Be clean and presentable in appearance, as far as possible.
- d. Wear an employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage Curbside Recycling Carts so as to avoid spillage and littering or damage to the bin or container. Containers should not be thrown once emptied.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

4.02 Collection Hours and Days

The County requires all recycling Collections to begin no sooner than 7 a.m. and shall be complete by 7 p.m. The County requires scheduled Collection days to be Monday through Friday and pre-selected Saturdays during holiday weeks (see Section 3.03). The Contractor may request County authorization of exceptions to these times. The Contractor must request such exception from the County's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

When the scheduled Collection day falls on a holiday, Collection for that day will be collected one day later. The Contractor shall publish the yearly calendar including alternate Collection days as part of their annual education piece (Section 2.06).

Service for collections will be every other week or once every four weeks.

4.03 Missed Collections

The Contractor shall have a duty to pick up missed recycling Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed

Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day. If the resident did not have their recycling container in place for collection at the time when the contractor provided service, it is not deemed a missed collection.

4.04 Curbside Collection Schedule Deadline

If the Contractor determines that the Collection of recyclable materials will not be completed on the scheduled Collection day, the Contractor shall notify the County of the areas not completed, the reason for non-completion and the expected time of completion. Repeated failure to meet collection deadlines shall be considered non-compliance.

4.05 Procedure for Handling Non-Targeted Materials

1. If the Contractor determines that a resident has set out Non-Targeted Materials, the driver shall leave the Non-Targeted Materials in the resident's Curbside Recycling Bin and leave an "education tag" indicating acceptable materials and the proper method of preparation.
2. The driver shall record the address and the Contractor shall report the address to the County in the annual report.

If this procedure for handling Non-Targeted Materials is not feasible for automated or semi-automated Collection systems, the proposer must so specify and explain alternative public education methods to maintain and improve quality of recyclable materials set out by County residents.

4.06 County Shall Approve Contractor's Resident Education Tags

The Contractor shall produce "resident education tags" to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the County, before printing.

4.07 Public Education Information for SFD Residents

The Contractor shall be responsible for the following:

- Annual distribution of the Contractor's Recycling Public Education Flyer as described in Section 2.06; and
- Distribution of resident education tags to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb.

4.08 Customer Complaints

Contractor shall provide staffing of a telephone-equipped office to receive missed Collection complaints between the hours of 8:00 a.m. and 4:30 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The County will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.

5. Drop-Off Collection Requirements

These requirements are for Drop-Off collections only and are not requirements for Curbside Collections. There are 10 County Drop-Off Facilities in Douglas County. Each facility maintains its own staff and hours. See Attachment B.

5.01 Personnel Requirements

The Contractor shall have on duty Monday through Friday a dispatch service representative to receive Attendant calls and issues.

Contractor's personnel will maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Wisconsin, and local governing boards.
- c. Be clean and presentable in appearance, as so far as possible.
- d. Wear an employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Avoid damage to property.
- g. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such

5.02 Deadline for Collection

Collections from the Drop-Off Facilities shall be on an on-demand basis for roll-off containers or on a service schedule for front load containers. The Drop-Off Facility Attendant will contact the Contractor for roll-off pick up. Empty roll-offs shall be dropped off when the full one is collected. Response time will be within 24 hours. Because the Drop-Off Facilities maintain individual hours of operation and are not open five (5) days a week, 24 hours shall be interpreted as the next day the facility is open.

5.03 Size of Roll-off and Front Load Containers

Drop-Off Facilities do not all have the same size roll-off or front load containers. Containers will be of equal size as currently in use. See Attachment B.

5.04 Changes in Specified Roll-Off or Front Load Container Size

Any changes to the size of the roll-off or front load containers shall be agreed to by the County, the Drop-Off Facility Site and the Contractor. If the contractor feels there is an advantage for a site to increase the size of their container they should contact the County before making any changes.

5.05 Site Attendant Training

Within three-six (3-6) month of the start of the contract, the Contractor shall participate in a training meeting with Site Attendants to explain Contractor procedures and answer questions.

6. Processing Facilities

The Contractor will deliver collected recyclable material to a Processing facility, transfer station, or MRF.

6.01 Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the County's recyclable materials annually to estimate the relative amount, by weight, of each recyclable commodity by grade (i.e., industry specification) or offer a suitable alternative to a composition analysis. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the County; (2) percent of weight of the Process Residuals as collected from the County; (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and County route(s) used for sampling. The Contractor shall provide the County with a copy of the analysis.

6.02 Lack of Adequate Market Demand

In the event the market for a particular recyclable material ceases to exist, or becomes so economically depressed that it becomes economically unfeasible to continue Collection, processing and marketing of that particular recyclable material, the County and the Contractor will both agree in writing that it is no longer appropriate to collect such item before Collection ceases. The Contractor shall give the County as much notice as possible, in writing, about the indications of such market condition changes. The exception to this are the materials mandated for collection by the State of Wisconsin as listed in Wisconsin Statute 287.07.

The County and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the County, the Contractor shall dispose of the recyclable materials at a facility agreed in writing by the County as part of the written agreement to cease collecting that material.

7. Fees

7.01 Compensation for Services Based on a Fee per Household (Curbside)

Billing is a combination of payment from the household, community, and county. Some communities collect fees through special assessment and the hauler will bill the community. Some communities do not want to use special assessments and the household is billed directly. See Attachment B for details. The County may pay a portion of every household bill and is direct billed monthly by the Contractor, for the County portion. That portion will be agreed upon after the contract has been awarded.

By February 1st of each year the Contractor may review the number of SFD and present the County with the data to support any changes.

Contractor shall submit itemized bills for recycling Collection services on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the County.

The Contractor shall submit the monthly documentation and reports as detailed in Section 3.07 with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 3.07.

7.02 Compensation for Services Based on per Haul (Roll-off) or Monthly Front Load

The County agrees to pay the Contractor for recycling services provided to the County as described in the Contactor's proposal and made part of an executed Contract based on the agreed per haul or front load fee.

7.03 Price Adjustment

The prices for each contract year will be set in accordance with the per price proposed on the pricing worksheets. (Attachments D and E)

8. Term of Contract

The term of the new recycling Contract will be a period of five (5) years from January 1, 2018 through December 31, 2022. The County may consider up to two (2), one (1) year extensions for years 2023 and 2024, if mutually agreed to by the County and the Contractor.

9. Submitting Proposals

9.01 Notification of Intent

Prospective Contractors interested in responding to this RFP may notify the County via email or facsimile of their interest. Notifications of intent should be sent to:

Sheldon Johnson

Douglas County Recycling

Fax: (715) 635-7262

E-mail: sjohnson@nwrpc.com

Notification of Intent shall include the vendor's name, contact person's title, address, phone number, and e-mail address. It is the responsibility of the vendors to ensure their Notification of Intent was received by the County.

It would be in the Contractor's best interest to file a notice of intent even if they ultimately decide not to submit a proposal. Only vendors who submit a Notice of Intent will be forwarded questions, clarifications and answers about the RFP.

9.02 Proposed Schedule

Proposals are due by 1:00 p.m. on Friday, October 13, 2017 as noted in Section 11 How to Submit Proposals. Submitted bids will be opened at 1:15 p.m. on Friday, October 13, 2017 at the office of Northwest Regional Planning Commission, 1400 S. River Street, Spooner WI 54801. Bids will be reviewed in October with recommendations presented to a future meeting of the Recycling & Extension Committee and/or Douglas County Board.

9.03 Questions

Questions, requests for clarification or requests for information about this RFP or process must be submitted via email to the County's contact person. All questions and requests for more information and the County's responses will be summarized and forwarded to all prospective proposers who submitted a Notification of Intent.

9.04 Contact Restriction

Any unauthorized contact with County staff, County Board Members, or members of the County's Extension and Recycling Committee will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized.

9.05 Award of Contract

Once a draft Contract or Contracts has been successfully completed, the County staff may present its recommendations to the County.

9.06 New Contract

The new Contract or Contracts will commence on or about January 1, 2018.

10. Proposals May be Rejected in Whole or Part

Douglas County reserves the right to:

- Reject any or all proposals;
- Select different vendors for each type of recycling services (curbside or drop-off);
- Reject parts of proposals;
- Negotiate modifications of proposals submitted; and
- Accept part or all of the proposals on the basis of consideration(s) other than cost.

11. How to Submit Proposals

Proposal shall be submitted to Sheldon Johnson, 1400 S. River Street, Spooner WI 54801 via U.S. Mail, FedEx, UPS, or other carrier delivery, or dropped off by hand no later than 1:00 p.m. (CST) on Friday, October 13, 2017 in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Sheldon Johnson
Recycling Services Proposal
Douglas County Recycling
1400 S. River Street
Spooner, WI 54801

Proposals will be time and date-stamped upon receipt.

12. Proposal Content

12.01 Proposal Content Checklist

Qualified proposals must include all of the elements referenced in this RFP in addition to the required Proposal Content Checklist found in Attachment F.

12.02 Price Worksheet

Vendors must complete a price worksheet as part of each proposal they submit (see Attachment D & E). Vendors may complete one or all proposals price worksheets: Curbside or Drop-Off

12.02.01 Curbside Proposal

Vendors will propose a single-stream Collection whereby residents serviced within the nine (9) cart recycling communities will be instructed to commingle all groups of recyclable materials in a lidded, wheeled cart. The vendor must provide an explicit description of the following Collection design details:

- Cart size and other specifications;
- Service schedule;
- Ownership of carts (County vs. Contractor), replacement procedures;
- Residents' material preparation and setout requirements (e.g., if corrugated cardboard is to be placed in the single-stream cart, location of carts, etc.);
- Any other Collection system design and operational elements the County will need to fully understand the proposal.

12.02.02 Drop-Off Proposal

Vendors will propose a single-stream Collection whereby residents will be instructed to commingle all groups of recyclable materials in a roll-off or front load container. The vendor must provide an explicit description of the following Collection design details:

- Size and other specifications;
- Service schedule for front load containers;
- Ownership of roll-off and front load containers (County vs. Contractor), replacement procedures;
- Residents' material preparation and requirements;
- Any other Collection system design and operational elements the County will need to fully understand the proposal.

13. Vendors May Team with Other Companies

It is recognized that some prospective Contractors may wish to sub-contract with other companies. This is allowed as needed, but all such Contractor–sub-contractor relationships must be explicitly described in each proposal scenario. The County will contract with only one primary Contractor for each of the proposal sections (Curbside and Drop-Off) of the recycling services. Multiple vendors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

14. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

15. Evaluation Criteria

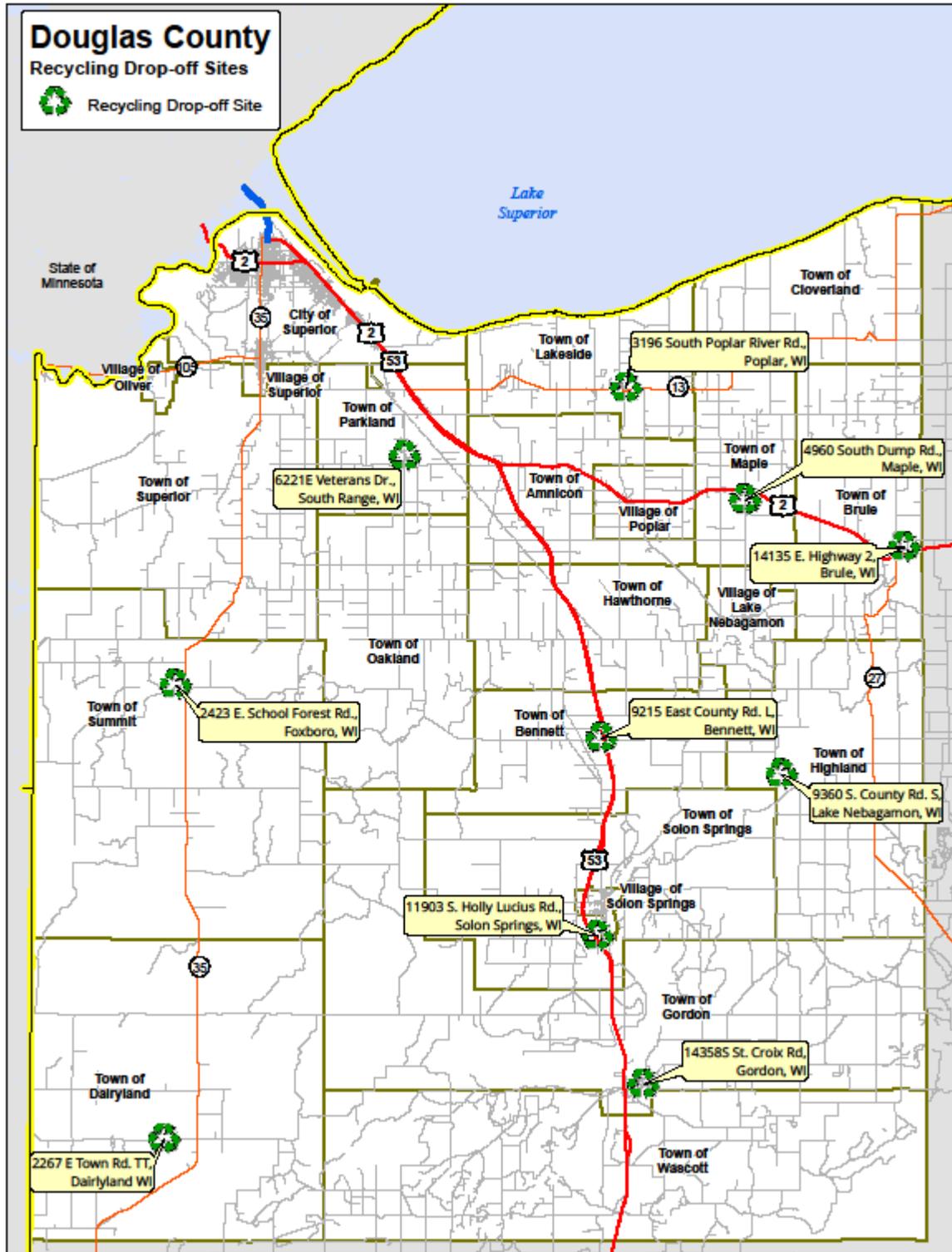
The County will objectively evaluate the proposals to determine the best value to the County and its residents. Criteria to be considered may include: completeness of proposal, previous experience, safety record, any value added extras, and price.

16. Contract Language

The Sample Contract Language in this RFP has the language for all parts of the service Douglas County is seeking. Final Contract Language will include only the portions that are general provisions and the specific provisions for the service being contracted for. That is, if the Contractor is being awarded Curbside, all language specific to Drop-Off will not be included.

Attachment A

Location of Drop-Off Centers



Attachment B

Information for Drop-Off and Curbside Recycling Sites

Drop-Off

	Roll-off Size	Tonnage		
		2014	2015	2016
Brule	1- 40 yd	46.1	49.6	50.6
Dairyland	1- 25 yd	8.8	9.3	8.7
Gordon/Wascott	2- 20 yd	126	121.3	120.5
Solon Springs	2- 30 yd	138.9	144.7	110.8
Summit	1- 40 yd	38.4	33.4	37.1

Number of Roll-Off Pulls

2016	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Totals
Brule	1	1	2	1	2	2	3	3	2	2	2	2	23
Dairyland	0	1	0	1	0	1	0	1	1	0	1	0	6
Gordon/Wascott	4	4	7	4	8	10	10	10	8	8	6	6	85
Solon Springs	4	6	7	4	6	6	8	6	6	5	4	4	66
Summit	1	2	1	2	2	1	2	2	1	2	1	2	19

Number of Roll-Off Pulls

2017	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Totals
Brule	2	1	2	1	2	2	2						12
Dairyland	0	1	0	0	1	0	1						3
Gordon/Wascott	6	6	6	6	10	7	9						50
Solon Springs	4	4	5	4	6	6	3						32
Summit	1	2	1	2	1	1	2						10

Curbside

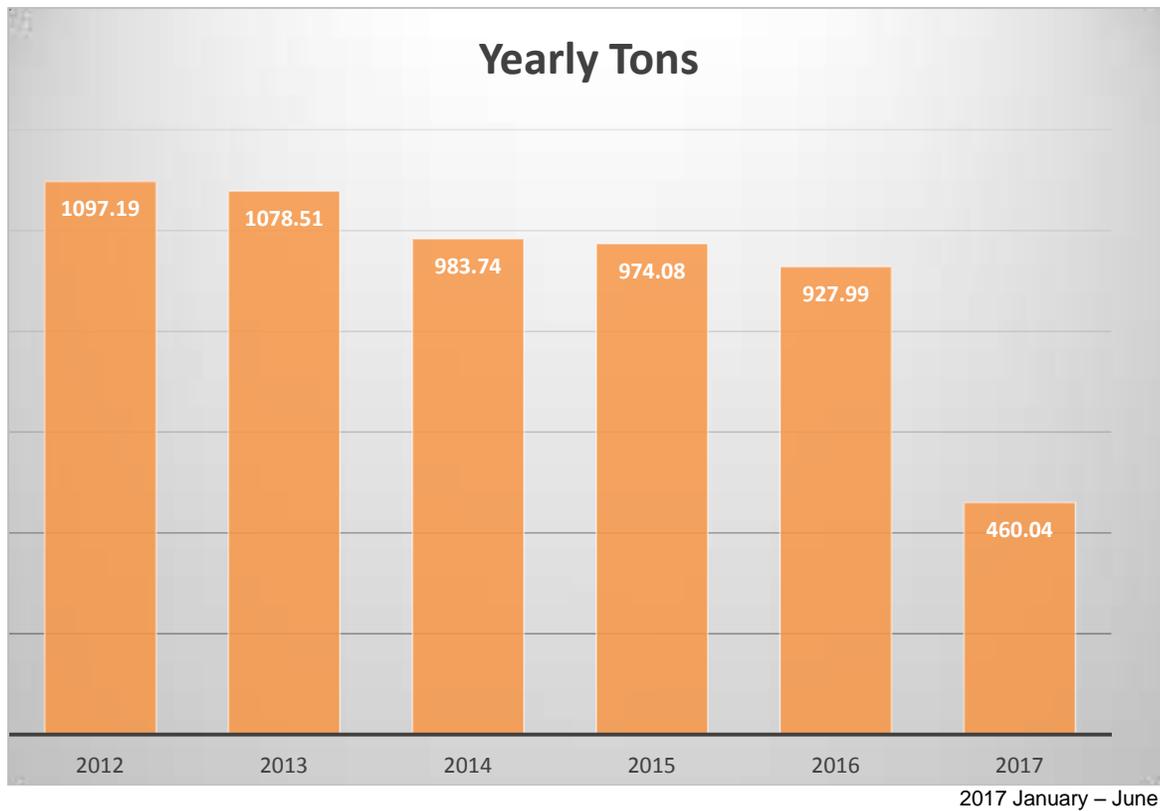
Community cart service	# of Households	2015	2016	2017*
		Tons		
Amnicon (Town)	346	87.81	94.35	48.06
Hawthorne (Town)	295	103	96.4	54.85
Lake Nebagamon (Village)	410			
Superior (Town)	852	174.6	183.4	72.03
Oakland (Town)	465			
Oliver (Village)	114	127.8	119.4	48
Superior (Village)	203			
Poplar (Town)	198	65.4	41.53	17.47
Cloverland (Town)/Poplar (portion only)	92	34.9	34.22	22.16
Total	2,975	593.6	569.3	262.6
Individual household contract				
Municipal contract				

* January - July

	Curbside Recycling Data		
	Frequency of Collection	Number of Households	Billing
Amnicon (Town)	Every other week	350	Household
Cloverland (Town)	Every other week	113	Community
Hawthorne (Town)	Every other week	325	Household
Lake Nebagamon (Village)	Every other week	351	Household
Oakland (Town)	Every other week	453	Community
Oliver (Village)	Every other week	90	Community
Poplar (Town)	Every other week	204	Household
Superior (Town)	Every other week	847	Community
Superior (Village)	Every other week	203	Community

Attachment C Processing Data

	2016												
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
OCC	6.49	6.69	8.09	7.57	9.12	8.55	10.14	9.29	9.82	7.10	8.16	8.47	
FIBER MIX (#6)	34.11	35.19	42.54	39.80	47.98	44.97	53.32	48.84	51.63	37.35	42.91	44.56	
MILK / JUICE CARTONS	0.58	0.60	0.72	0.68	0.82	0.77	0.91	0.83	0.88	0.64	0.73	0.76	
FIBER TOTALS	41.18	42.48	51.35	48.04	57.92	54.28	64.36	58.96	62.33	45.09	51.80	53.79	
BROWN GLASS	0.52	0.54	0.65	0.61	0.73	0.69	0.81	0.75	0.79	0.57	0.65	0.68	
GREEN GLASS	1.36	1.40	1.70	1.59	1.91	1.79	2.13	1.95	2.06	1.49	1.71	1.78	
CLEAR GLASS	8.37	8.63	10.43	9.76	11.77	11.03	13.08	11.98	12.67	9.16	10.53	10.93	
TIN	5.18	5.35	6.47	6.05	7.29	6.84	8.10	7.42	7.85	5.68	6.52	6.77	
ALUMINUM	1.10	1.14	1.37	1.28	1.55	1.45	1.72	1.58	1.67	1.21	1.39	1.44	
#1 PETE	1.17	1.20	1.46	1.36	1.64	1.54	1.83	1.67	1.77	1.28	1.47	1.53	
#2 HDPE	1.62	1.67	2.02	1.89	2.28	2.14	2.53	2.32	2.45	1.78	2.04	2.12	
RIGID TOTALS	19.32	19.93	24.10	22.55	27.18	25.48	30.21	27.67	29.25	21.16	24.31	25.25	
TOTAL	60.50	62.41	75.45	70.59	85.10	79.76	94.57	86.63	91.58	66.25	76.11	79.04	927.99



Attachment D

Curbside Worksheet

Please complete the worksheet below. It is the actual worksheet that will be used to compare costs.

- 1) List per resident fee for each local government under each year column. 2018 is the base year. List a dollar amount and not a percentage for each additional year.
- 2) Sub-total at the bottom of the columns for per monthly comparison.
- 3) Multiply monthly sub-total by 12 months to get a yearly comparison of one resident per local government (for comparison purposes only)
- 4) Going across each row, total 2018-2022, multiply by the number of residents, then by 12 months to get an actual cost for all residents for 5 years.

Community	Cost Per Month/ Resident for Every Other Week Service					Residences	Months in a Year	5 Year Total
	2018	2019	2020	2021	2022			
Amnicon (Town)						350	12	
Cloverland (Town)						90	12	
Hawthorne (Town)						300	12	
Lake Nebagamom (Village)						362	12	
Oakland (Town)						464	12	
Oliver (Village)						114	12	
Poplar (Village)						196	12	
Superior (Town)						852	12	
Superior (Village)						203	12	
Per Month								
Per Year (x 12)							5 Year Total	

Gas Index	Per Ton Increase to Base Hauling Cost
\$4.50<	
\$5.00<	
\$5.50<	

Any Increase above the \$5.50 mark will be negotiated between Contractor and County.

When fuel costs drop, the Gas Index amount must also decrease.

Community	Cost Per Month/ Resident Once Every 4 Weeks Service					Residences	Months in a Year	5 Year Total
	2018	2019	2020	2021	2022			
Amnicon (Town)						350	12	
Cloverland (Town)						90	12	
Hawthorne (Town)						300	12	
Lake Nebagamon (Village)						362	12	
Oakland (Town)						464	12	
Oliver (Village)						114	12	
Poplar (Village)						196	12	
Superior (Town)						852	12	
Superior (Village)						203	12	
Per Month								
Per Year (x 12)							5 Year Total	

Gas Index	Per Ton Increase to Base Hauling Cost
\$4.50<	
\$5.00<	
\$5.50<	

Any Increase above the \$5.50 mark will be negotiated between Contractor and County.

When fuel costs drop, the Gas Index amount must also decrease.

Attachment E

Drop-Off Site Worksheet

- 1) Enter the amount per haul for each site. 2018 is the base year.
- 2) Enter the amount for years 2019-2022, not a percentage.
- 3) At the bottom column for each year total the numbers for a comparison figure only.
- 4) Calculate the 5 year total cost per site by adding each of the 5 years and multiplying by the number of hauls in 5 years.
- 5) Fill in the Gas Price Index with dollar amounts not percentages.

Drop-Off Hauling Worksheet – Roll-Off Container Per Pull							
	2018	2019	2020	2021	2022	Estimated Hauls in 5 years	Total 5 Year Cost
Brule (40-yard)						115	
Dairyland (25-yard)						30	
Gordon/Wascott (20-yard)						425	
Solon Springs (30-yard)						330	
Summit (40-yard)						95	
Drop-Off Hauling Worksheet – Front Load Container Per Month (EOW)*							
	2018	2019	2020	2021	2022	Months in 5 years	Total 5 Year Cost
Bennett (4 – 8 yd containers)						60	
Highland (3 – 8 yd containers)						60	
Lakeside (4 – 6 yd containers)						60	
Maple (4 – 8 yd containers)						60	
Parkland (6 – 8 yd containers)						60	
*Every Other Week Service							

Gas Index	Per Ton Increase to Base Hauling Cost
\$4.50<	
\$5.00<	
\$5.50<	

Any Increase above the \$5.50 mark will be negotiated between Contractor and County.

When fuel costs drop, the Gas Index amount must also decrease.

Potential Conversion of Roll-Off site(s) to Front Load

Conversion of roll-off to front load containers is sought if a possibility based on contractor ability to service these sites, cost comparison between roll-off to front load, and site suitability/space for such a conversion.

- 1) Enter the amount per haul for each site. 2018 is the base year.
- 2) Enter the amount for years 2019-2022, not a percentage.
- 3) At the bottom column for each year total the numbers for a comparison figure only.
- 4) Calculate the 5 year total cost per site by adding each of the 5 years and multiplying by the number of hauls in 5 years.
- 5) Fill in the Gas Price Index with dollar amounts not percentages.

Drop-Off Hauling Worksheet – Front Load (FL) Container Per Month (Weekly, EOW, or Monthly Service) – Please specify service interval							
	2018	2019	2020	2021	2022	Months in 5 years	Total 5 Year Cost
Brule (FL Containers #) Weekly, EOW, Monthly circle which						60	
Dairyland (FL Containers #) Weekly, EOW, Monthly circle which						60	
Gordon/Wascott (FL Containers #) Weekly, EOW, Monthly circle which						60	
Solon Springs (FL Containers #) Weekly, EOW, Monthly circle which						60	
Summit (FL Containers #) Weekly, EOW, Monthly circle which						60	

Gas Index	Per Ton Increase to Base Hauling Cost
\$4.50<	
\$5.00<	
\$5.50<	

Any Increase above the \$5.50 mark will be negotiated between Contractor and County.

When fuel costs drop, the Gas Index amount must also decrease.

ATTACHMENT F CHECKLIST

- 1. Worksheet for each service you are submitting a proposal for.
- 2. Signature of Authorization on the bottom of this checklist.
- 3. Statement of non-collusion if submitting a joint proposal.
- 4. Sample of public education you have used in the past.

The signee is authorized to submit a recycling proposal to Douglas County and agrees that submittal of this worksheet/s is agreement to honor this proposal for 90 days from the date below of the Authorized Signee.

AUTHORIZED SIGNEE

DATE

Sample Contract Language

For

Douglas County, Wisconsin Recycling Services

January 2018 to December 2022

Douglas County, Wisconsin

Douglas County Recycling

Table of Contents

	Page Number
17. Signature Page.....	29
18. General Requirements	30
19. Payment Terms.....	32
20. Curbside Collection Requirements	33
21. Drop-Off Collection Requirements	34
22. Processing.....	34
23. Insurance and other Legal Requirements.....	35

Attachments:

- A. Fee Schedule for Roll-Off & Front Load Collections.....
- B. Fee Schedule for Curbside Recycling
- D. Copy of RFP.....

Contract for Recyclables Collection for Douglas County

This Agreement is made this ___ day of _____, between Douglas County, WI, 1313 Belknap Street, Superior, WI 54880 (the "County") and _____ (the "Contractor").

WITNESSETH:

WHEREAS, the County supports a comprehensive residential recycling collection program and desires that high-quality, cost-effective, recycling collection services be available to all its single family residents (except within the City of Superior);

WHEREAS, on _____, 2017 the County released a request for proposals ("RFP") for comprehensive recycling collection services (incorporated herein to this Contract by reference);

WHEREAS, on _____, 2017 the Contractor submitted a proposal ("Proposal") to the County in response to the RFP (incorporated herein to this Contract by reference); and

WHEREAS, on _____, 2017 the County Board authorized execution of the Contract.

NOW, THEREFORE, the County and Contractor mutually agree to this Contract, in consideration of the mutual promises and covenants contained herein.

CHAIRPERSON EXTENSION & RECYCLING
COMMITTEE

CHAIRPERSON DOUGLAS COUNTY BOARD

DATE

DATE

AUTHORUIZED CONTRACTOR

DATE

1. GENERAL REQUIREMENTS FOR COLLECTIONS

Collection service frequencies, levels and other factors unique to each type of service are described within specific Sections in this Contract.

1.1 Term of Contract

The term of the Contract shall be from January 1, 2018 through December 31, 2022. The County may consider up to two (2), one (1) year extensions for years 2023 and 2024, if mutually agreed to by the County and the Contractor.

1.2 One-Year Extension Options

Any one (1) year extension will be subject to the County's sole determination of the service and of the County residents' best interests. The basic elements and terms of this Contract must be retained in place for such extensions. Minor amendments may be negotiated between both parties. The Contractor shall not consider the right of the County to extend the initial five (5) year term with up to two (2), one (1) year extensions to constitute or imply any obligation by County to renew the Contract.

1.3 This Contract Takes Precedent over RFP and Contractor's Proposal

The contents of the County's Request for Proposal (RFP) for Recycling Services and the Contractor's proposal are part of the contractual obligations and are incorporated by reference into this Contract. If any provision of this Contract is in conflict with the referenced RFP or Contractor, this Contract shall take precedent.

1.4 Monthly and Annual Reports

The Contractor will submit to the County monthly and annual reports. At a minimum, the Contractor shall include the following information in the monthly reports:

Curbside:

- Total quantities of recyclable materials collected, (in tons) per Route or Municipality per pickup day.
- Recycling service fee (based upon contracted price per household).
- Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.

Drop-Off:

- Total quantities of recyclable materials collected (in tons) per site per pickup day.
- Recycling service fee (based upon contracted price per haul).
- Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.

Processing:

- Total quantities of recyclable materials collected in the County, by material type (in tons).

At a minimum, the Contractor shall include the following information annually:

Curbside:

- Annual Tonnage hauled
- Average Participation Rate and Set-Out Rate and an explanation of how those rates were calculated.

Drop-Off:

- Annual Tonnage hauled

Processing:

- Total quantities of recyclable materials collected, by material type (in tons).

Monthly reports from the previous month shall be due to the County by the 15th day of the month. Annual reports shall be due by February 15th. The Contractor shall include in its annual report recommendations for continuous improvement in the County's recycling program.

1.5 Annual Performance Review Meeting

Upon receipt of the Contractor's annual report (see Section 3.07 of this RFP), the County shall at its discretion schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to, the following:

- Review Contractor's annual report, including trends in recovery rate and participation.
- Review efforts the Contractor has made to expand markets for recyclable materials.
- Review Contractor's performance based on feedback from residents to Committee members; County staff, and any recorded complaints received.
- Review Contractor's recommendations for improvement to the County's recycling program, including site conversions, enhanced public education, and other opportunities.
- Review County recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement during the remainder of the contract.

1.6 County Shall Approve All Contractor Public Education Tools

Whenever feasible, the Contractor shall submit a draft of any public education literature or other public education tools (e.g., web page instructions, "Mass" telephone messages, etc.) for approval by the County.

1.7 Customer Complaints

The Contractor shall provide staffing of a telephone equipped office to receive missed collection complaints and other complaints between the hours of 8:00 a.m. until 4:30p.m. on all days of collection as specified in this Contract.

The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours. The address and telephone numbers of such office shall be given to the County in writing within ten (10) days prior notice of changes. The Contractor shall also allow complaints to be made electronically.

1.8 Weighing of Loads

Contractor will keep accurate records consisting of a weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight and net weight for each loaded vehicle that has collected recyclable material from SFDs in Douglas County or drop-off sites. Collection vehicles will be weighed after completion of a route, as they become full or at the end of the day, whichever occurs first. A copy of each weight ticket shall be kept on file and made available for inspection upon request by the County.

1.9 Scavenging Prohibited

All materials placed for collection shall be owned by and are the responsibility of the occupants of residential properties until the Contractor handles them. Upon collection of recyclables by the Contractor, they become the property and responsibility of the Contractor. It is unlawful for any person other than the County's Contractor to collect and remove the recyclables after the materials have been placed or deposited for collection. The Contractor's employees may not collect or "scavenge" through recyclables in any manner that interferes with the contracted services.

1.10 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material knowingly spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclables shall be transported in a covered vehicle and best efforts made so that the materials do not drop or blow onto any public street or private property during transport.

1.11 Vehicle Requirements

Vehicles shall be clearly signed on both sides as a trash collection vehicle. In addition, all collection vehicles used in performance of the Contract shall:

- Be marked with the name and telephone number of the Contractor prominently displayed on both sides of the truck.
- Operate within the weight allowed by Wisconsin Statutes and local ordinances;
- Be duly licensed and inspected by the State of Wisconsin;
- Have a two (2) way communication device;
- Have a first aid kit;
- Have an approved fire extinguisher;
- Have warning flashers;
- Have a broom and shovel for cleaning up spills;
- Have warning alarms to indicate movement in reverse;
- Have a sign on rear of vehicle which states "This vehicle makes frequent stops";
- All of the required equipment must be in proper working order; and
- All vehicles must be maintained in proper working order and be as clean and free of offensive odors as possible.

1.12 Truck and Driver Licenses and Permits

The Contractor shall ensure that all driver and truck licenses and permits are current and in full compliance with local, State and Federal laws and regulations.

2. Payment Terms

2.1 Compensation for Services Based on a Fee per Household (Curbside)

Billing for Curbside recycling collection is a combination of payment from the household or community and County. Some communities collect fees through special assessment and the Contractor will bill the community. Some communities do not want to use special assessments and the household is billed directly by the Contractor. (See Attachment B for detail.) The County may pay a portion of every household bill and

is direct billed monthly for their portion by the Contractor. That portion will be agreed upon after the contract has been awarded.

By February 1st of each year the Contractor may review the number of SFD and present the County with the data to support any changes.

Contractor shall submit itemized bills for recycling Collection services on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the County.

The Contractor shall submit the monthly documentation and reports as detailed in Section 3.07 with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 3.07.

2.2 Compensation for Services Based on per Haul (Roll-off) or Monthly Front Load

The County agrees to pay the Contractor for recycling services provided to the County as described in the Contactor's proposal and made part of an executed Contract based on the agreed per haul or front load fee.

2.3 Price Adjustment

The prices for each contract year will be set in accordance with the per price proposed on the pricing worksheet of the RFP for services.

3. Curbside

3.1 Collection

Collection will be single-stream whereby residents will be instructed to commingle all groups of recyclable materials in a lidded wheeled cart and the Contractor will collect and deliver to their recycling processing facility.

3.2 Public Education Information for Eligible Households

At its own cost as part of the base collection fee, the Contractor shall develop, publish and distribute (via mail or hand deliver):

- One (1) annual public education flyer per year including a calendar specifying the day-certain recycling collection day and a preparation guide.
- Education tags to be left by Contractor's collection crews at the time any material is left behind without being collected to instruct residents why the material was not collected (e.g., prohibited material, bulky items or other material not part of the contracted services.)

3.3 Missed Curbside Collections

The Contractor shall have a duty to pick up missed recycling Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day. If the resident did not have their recycling container in place for collection at the time when the contractor provided service, it is not deemed a missed collection.

4. Drop-Off Collection

4.1 Deadline for Collection

Collections from the Drop-Off Facilities shall be on an on-demand basis for roll-off containers or on a service schedule for front load containers. The Drop-Off Facility Attendant will contact the Contractor for roll-off pick up. Empty roll-offs shall be dropped off when the full one is collected. Response time will be within 24 hours. Because the Drop-Off Facilities maintain individual hours of operation and are not open five (5) days a week, 24 hours shall be interpreted as the next day the facility is open.

4.2 Size of Roll-off and Front Load Containers

Drop-off Facilities do not all have the same size roll-off and front load containers. Containers will be of equal size as currently in use. See Attachment B.

4.3 Changes in Specified Roll-Off or Front Load Size

Any changes to the size of the roll-off box shall be agreed to by the County, the Transfer Facility Site and the Contractor. If the Contractor feels there is an advantage for a site to increase the size or quantity of roll-off or front load container, they should contact the Recycling Coordinator before making any changes. If the Contractor feels there is an advantage to convert a site from roll-off to front load services, they should contact the Recycling Coordinator.

4.4 Site Attendant Training

Within three-six (3-6) month of the start of the contract, the Contractor shall participate in a training meeting with Site Attendants to explain Contractors procedures and answer questions.

5. Processing

5.1 Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the County's recyclable materials annually to estimate the relative amount, by weight, of each recyclable commodity by grade (i.e., industry specification) or offer a suitable alternative to a composition analysis. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the County; (2) percent of weight of the Process Residuals as collected from the County; (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and County route(s) used for sampling. The Contractor shall provide the County with a copy of the analysis.

5.2 Lack of Adequate Market Demand

In the event the market for a particular recyclable material ceases to exist, or becomes so economically depressed that it becomes economically unfeasible to continue Collection, processing and marketing of that particular recyclable material, the County and the Contractor will both agree in writing that it is no longer appropriate to collect such item before Collection ceases. The Contractor shall give the County as much notice as possible, in writing, about the indications of such market condition changes. The exception to this are the materials mandated for collection by the State of Wisconsin as listed in Wisconsin Statute 287.07.

The County and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the County, the Contractor shall dispose of the recyclable materials at a facility agreed in writing by the County as part of the written agreement to cease collecting that material.

6. Insurance and Other Legal Requirements

6.1 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the County and admitted in Wisconsin. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

6.2 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations.

6.3 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$1,000,000 general aggregate, \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the County shall be named an additional insured.

6.4 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

6.5 Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the County as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the County with appropriate documentation of said environmental liability insurance for verification upon written request from the County. The Contractor further indemnifies the County, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

6.6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or notation, without the prior written approval of the County. The Contractor shall not sub-contract any services under this Contract without prior written approval of the County. Failure to obtain

such written approval by the County prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

6.7 Non-Assignability and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from the County. In the event, the Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be deemed in default and may be terminated by the County.

6.8 Performance Bond

The Contract shall specify requirements for a performance bond in the case of the Contractor's failure to perform contracted services. The performance bond shall be for a minimum of \$50,000.

6.9 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract. The County will provide a copy of the Contract language to the preferred vendor to address other standard legal requirements. (Note: These requirements may include, but not be limited to: specification for performance bond, prevailing wage; anti-trust, arbitration, human rights, County administrative ordinance; etc.).

6.10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the County; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Wisconsin or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

6.11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the County, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Wisconsin, the terms and conditions of Wisconsin Statutes shall apply with respect to liability bonding, insurance and liability limits.

6.12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

6.13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six (6) years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six (6) years after final disposition of such property.

6.14 Data Practices

The Contractor agrees to comply with all applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the County any requests from third parties for information relating to this Agreement. The County agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the County, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. All Proposals shall be treated as non-public information until the proposals are opened for review by the County. At that time the Proposals and their contents become public data under the provisions of the Wisconsin laws and statutes.

6.15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the County or its designees at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpt transcripts of all relevant data.

6.16 Applicable Law

The laws of the State of Wisconsin shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Douglas, State of Wisconsin, regardless of the place of business, residence or incorporation of the Contractor.

6.17 Contract Termination

The County may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days written notice has been provided. The County shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the County as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the County, become the property of the County, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

6.18 Non-Appropriation

State and/or Federal funds may be used to fund all or part of this contract. The County will not be held liable for any damages incurred due to changes in State or Federal funding, including (but not limited to) a reduction or cancellation of the services contracted for.

6.19 Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The County reserves the right to inspect on a

random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

6.20 Request for Proposal Document

The RFP for this process is considered part of this contract. Any provision for services included in the RFP but not specifically included in this contract is still considered part of the contract. Any question of interpretation shall be determined by the County.