



**RFP NO. 321006**

**DANE COUNTY DEPARTMENT OF  
WASTE & RENEWABLES**

1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 321006  
SUSTAINABILITY CAMPUS DEVELOPMENT ASSISTANCE  
YAHARA HILLS SITE  
6701 US HIGHWAY 12 & 18  
MADISON, WISCONSIN**

**ISSUED FOR PROPOSALS: JUNE 23, 2022**

Due Date / Time: **THURSDAY, AUGUST 4, 2022 / 2:00 P.M.**

Location: **WASTE & RENEWABLES OFFICE**

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FOR INFORMATION ON THIS REQUEST FOR PROPOSALS, PLEASE CONTACT:

ALLISON RATHSACK, PROJECT MANAGER  
TELEPHONE NO.: 608/514-2319  
FAX NO.: 608/267-1533  
E-MAIL: RATHSACK.ALLISON@COUNTYOFDANE.COM

OR

SUJATA GAUTAM, PROJECT MANAGER  
TELEPHONE NO.: 608/206-6952  
FAX NO.: 608/267-1533  
E-MAIL: GAUTAM.SUJATA@COUNTYOFDANE.COM



## Department of Waste & Renewables

608/266-4018

John Welch, P.E.  
Director

Deputy Director  
Roxanne Wienkes

Joseph T. Parisi  
County Executive

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533  
<https://landfill.countyofdane.com/>

June 23, 2022

### INVITATION FOR PROPOSALS

You are invited to submit a Proposal for RFP No. 321006 to provide professional consulting services for Sustainability Campus development at the Yahara Hills Site. The Proposals are due on or before **2:00 p.m., Thursday, August 4, 2022**. No performance bond is required for this project.

### SPECIAL INSTRUCTIONS

Please provide the entire proposal package in these formats: One (1) bound paper copy and an electronic version on a USB flash drive. Follow these instructions when submitting your proposal:

1. Place the signed Proposal Form on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Proposal Form as page 2.
3. Place the Proposal information after Fair Labor Practices Certification.
4. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

**Proposal No. 321006**  
**Sustainability Campus Development Assistance**  
**August 4, 2022, 2:00 p.m.**

5. Mail or deliver to:  
Allison Rathsack or Sujata Gautam, Project Manager  
Dane County Department of Waste & Renewables  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

Use the drop box just inside our Office if you choose to hand deliver. If any additional information about this Request for Proposals is needed, please call Allison Rathsack at 608/514-2319 or Sujata Gautam at 608/206-6952.

Sincerely,

*Allison Rathsack & Sujata Gautam*

Project Managers

Enclosure: Request for Proposals No. 321006 Package

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END OF SECTION

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REQUEST FOR PROPOSAL

**LEGAL NOTICE**

Dane County Dept. of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., THURSDAY, AUGUST 4, 2022**

**RFP NO. 321006**

**SUSTAINABILITY CAMPUS DEVELOPMENT ASSISTANCE**

**YAHARA HILLS SITE**

**6701 US HIGHWAY 12 & 18, MADISON, WI**

Dane County is inviting Proposals for professional consulting services for Sustainability Campus development assistance at the Yahara Hills Site. Only firms with capabilities, experience & expertise with similar projects should obtain this RFP document & submit Proposals.

RFP document may be obtained after **2:00 p.m., Thursday, June 23, 2022** from [bids-pwht.countyofdane.com](https://bids-pwht.countyofdane.com). Call Allison Rathsack, Project Manager, at 608/514-2319, or Sujata Gautam, Project Manager, at 608/206-6952, with any questions.

Informational site tour will be Wednesday, July 13, 2022 at 1:00 p.m., starting at the Scale House located at Dane County Landfill Site No. 2 (7102 US Highway 12 & 18, Madison, WI 53718). Interested firms are strongly encouraged to attend this optional tour.

**PUBLISH:     JUNE 23 & 30, 2022 - WISCONSIN STATE JOURNAL**  
**JUNE 23 & 30, 2022 - THE DAILY REPORTER**

## SECTION 00 24 16

### SCOPES OF PROPOSALS

#### 1. GENERAL INFORMATION

- A. Dane County is inviting proposals for professional consulting services for Sustainability Campus development assistance seeking to divert waste from the landfill and advance the circular economy here in Dane County.

B. BACKGROUND:

The Dane County Department of Waste and Renewables is responsible for the management and operation of Dane County's [landfills](#), [renewable natural gas \(RNG\) facilities](#), [Clean Sweep](#) (a household hazardous waste and electronics recycling program), a [construction and demolition \(C&D\) recycling facility](#) and various other [recycling](#) programs for materials like tires and shingles. The Department's mission is to provide environmentally-sound and sustainable waste management and renewable energy solutions for current Dane County residents and future generations. This includes looking at waste as a resource to create renewable fuels and the conservation of landfill air space through waste diversion, recycling, and efficient operations.

The Department has a long history of completing successful, innovative projects, such as the Renewable Natural Gas Plant and Offload Station, Construction and Demolition Recycling Facility, native prairie cover on the landfill, and the Trash Lab mobile education exhibit. With less than 10 years of landfill space remaining at Dane County's Landfill Site No. 2 (Rodefild Landfill), Dane County has an opportunity to plan for its changing waste stream and purposefully set the foundation to advance the region towards a circular economy. Please note, the Department operates as an "enterprise fund" which means all its operations are funded by the fees charged for services and not by taxpayer dollars. In addition, excess revenue from the sale of RNG helps fund other County initiatives.

Please visit Dane County's project page to view all the publically available documents, press releases, frequently asked questions (FAQs) as well as upcoming & past events pertaining to the project:

<https://landfill.countyofdane.com/projects/WastandRenewableProjects/Sustainability-Campus>

C. LAND SALE:

Dane County is working with the City of Madison to purchase 230 acres of the eastern portion of the Yahara Hill Golf Course to build a Sustainability Campus consisting of a Sustainable Business Park, Waste & Renewables Operations, Landfill, and Composting activities (Attachment A). The Sustainable Business Park and Waste & Renewables Operations comprise of approximately 30 acres in the northern portion of the Sustainability Campus and a conceptual design is provided in Attachment B. This area could be expanded in future plans, if necessary.

A general timeline has been developed for the overall project, which can be found in Attachment C. The timeline illustrates the other ongoing activities associated with the project beyond the Sustainable Business Park, such as recreation, landfill permitting and construction, and compost permitting and construction.

#### D. VISION FOR THE FUTURE:

Dane County's vision for the next site includes the development of a Sustainability Campus to divert waste and create local circular economies. This will be accomplished by attracting reuse, repair, and recycling businesses; new waste management technologies; and research, as described below.

##### REUSE

Designating space for reuse and resale activities at the Sustainability Campus will increase diversion of high value and usable materials from the landfill waste stream. Co-location of a reuse store or mall would provide business owners with access to free or low cost materials. Surrounding green space can also be designed for community flea markets and workshop space could be included for repair and reuse or upcycling classes. This location along Hwy 12 & 18 and Interstate 90 has high visibility and easy access for potential donors and customers. Retail space would create a functional transition and buffer from the more industrial operations of the landfill to the recreational uses of the golf course and Ho-Chunk Gaming Madison Casino.

##### RECYCLING

The Department of Waste & Renewables recognizes that waste is a resource and that with investment in the community, local businesses, and technology, Dane County can help create jobs and reclaim commodities that can benefit the local economy. Through an innovative, public-private partnership, Dane County already offers construction & demolition (C&D) recycling services where metal, wood, cardboard, vinyl siding, aggregate, and other items are processed into marketable materials (wood chips, animal bedding etc.) or sold as commodities. This existing public private partnership serves as a potential model for additional opportunities of this scale. Dane County Department of Waste & Renewables has a strong interest in exploring pyrolysis and other emerging technologies at the Sustainability Campus.

##### RESEARCH & EDUCATION

Carving space for research & educational ventures to exist in the Sustainability Campus will allow Dane County to host activities, events and programs to promote circular thinking in the region. Such a space will allow for experimentation and learning, and potentially be home to specialized repair facilities and workshops on sustainable design and the potential of waste, or artist in residency programs inspiring the community on how waste can be used as a resource for creation. People from all corners of the County could come to the Campus to pick up new skills, but also to socialize while repairing their own clothes or trading their old furniture for something new.

In terms of educational programs, the Rodefild Landfill hosts nearly 1,000 visitors each year on public tours. The Department of Waste & Renewables continues to expand their solid waste & recycling education outreach through innovative partnerships to build pieces like the [Trash Lab](#), an interactive, mobile exhibit that seeks to educate citizens to rethink waste and understand the complex social systems that underlie waste generation and the scientific principles of waste management. Establishing a robust tours program at the Sustainability Campus will be an important part of both continuing, and building upon, this educational legacy.

The vision is to design the site for safe public access, education, and recreation where visitors can examine their relationship with waste and the Dane County community can move towards a future where waste is not a liability, but a resource and an opportunity.

In summary, the Sustainability Campus will:

- Lay the critical infrastructure to support a circular economy in Dane County
- Attract businesses to localize recycling or conversion processes
- Generate and use renewable energy
- Leverage private sector development
- Preserve open space and be available for recreation
- Expand research and development of new waste management technologies
- Be available for educational opportunities

E. To be considered for this project, the Consultant must meet or exceed the following criteria:

1. Have been in business for a period of not less than five (5) years.
2. Must have been responsible for the development of at least three (3) projects similar in size and scope to the Sustainability Campus.
3. Consideration may be given to joint ventures consisting of two or more firms organized for the purpose of furnishing professional services as a single entity, providing the assignment of and provisions for continuity of the various responsibilities within the joint venture are approved by the County, and further providing that either of the individual firms constituting the joint venture meets the eligibility requirements listed above.

## 2. SCOPE OF WORK

A. Project deliverables and specific tasks are detailed in the *Dane County Contract*.

B. General Requirements

1. The work requirements are grouped into six areas of focus:
  - a. Engagement Plans
  - b. Needs & Recommendations
  - c. Business Engagement & Development Report
  - d. Metrics Report
  - e. Sustainable Business Park Master Plan

The deliverables in tasks a-d will ultimately help inform, if not be directly incorporated into, the Master Plan in task e. Selected Consultant shall work with Madison Region Economic Partnership (MadREP) where noted in the document.

Dane County is open to joint ventures where one Consultant may specialize in the waste diversion industry and another Consultant may specialize in master planning, so long as both companies work as a single entity.

**Please note, this scope of work does not include recreational master planning, civil architectural, or engineering design work, landfill or compost permitting activities, or development of a Countywide solid waste plan. At a later date, Dane County intends to use the deliverables from this proposal to help inform and guide the development of a countywide solid waste plan.**

## 2. Base Fee

- a. The Base Fees shall include all costs necessary to perform the work, including but not limited to, meetings, data gathering, design, processing, subcontractors, reproducing and mailing submittals, and other work as outlined in each Phase.

## 3. Rate Schedule

- a. Rate Schedule must be provided as part of the Proposal. Consultant must maintain these rates until December 31, 2024 at which point the rates shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable.

## 4. Document Review and Submittal

- a. Documents submitted for review shall be in original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.). Unless noted otherwise, assume two (2) weeks for initial review and one (1) week for each review iteration.
- b. Final documents shall be in PDF format and delivered to Dane County via e-mail or ShareFile. In addition to the PDF file(s), electronic versions shall include the original file format (e.g. Microsoft Word, AutoCAD, Microsoft Excel, PowerPoint, etc.).
- c. Dane County, or other Consultants, may use documents submitted for each area of work for continued Sustainability Campus development.

## 5. Meetings and Communications

- a. Prepare monthly status reports including budget status (by major task), work completed in past month, work planned for next month, and problems or issues to be resolved.
- b. Attend bi-weekly check-in meetings and required meetings as outlined in each phase of the Work.
- c. In-person meetings shall follow current *Public Health - Madison & Dane County* procedures & recommendations (see [publichealthmdc.com/documents/office\\_space\\_checklist.pdf](https://publichealthmdc.com/documents/office_space_checklist.pdf) and [publichealthmdc.com/coronavirus/forward-dane/current-order](https://publichealthmdc.com/coronavirus/forward-dane/current-order)). Whenever possible, meetings shall be held via teleconference or videoconference, to be hosted by the Consultant. Zoom is the preferred videoconference platform for the Department of Waste & Renewables.

6. Provide schedule for completion of individual items under each component of the Work and update it as necessary.

## C. Engagement Plans

### 1. Prepare a plan for Department engagement activities that:

- a. Identifies milestones in the Sustainability Campus planning and development process;
- b. Identifies personnel within the Department that could be involved in the planning process.
- c. Identifies future planning and development activities that will be required by Department for a successful Sustainability Campus.



- d. Provides guidance as to which personnel should be a part of the planning process and what their level of involvement should be.
- e. Develops a timeline for Department “Workshops” at critical junctures in the planning process. These Workshops shall engage Department personnel, encourage active participation, and foster an environment for idea-sharing. Assume four (4) Workshops for the purposes of this RFP.
- f. Outlines specific purpose and desired outcomes of each Workshop. This will require the Consultant to prepare agendas and summarize Workshop notes.

Note: As part of a separate contract, Dane County hosted two (2) Department Workshops where notes can be provided to the awarded Consultant.

2. Prepare a plan for stakeholder and public engagement activities that:
  - a. Identifies potential entities and stakeholders that could be involved in the plan development process and eventual implementation.
  - b. Provides guidance as to which entities and stakeholders should be part of the planning process and what their level of involvement should be.
  - c. Describes how interested parties and all segments of the community will be included in the public participation process. The participation process shall engage the public, encourage active participation, and foster an environment for idea-sharing.
  - d. Identifies types of stakeholder and public input needed to inform the Sustainability Campus.
  - e. Contains a timeline of stakeholder and public engagement activities, including opportunities for formal public meetings, through 2035.
  - f. Contain marketing materials, as outlined below.
  
3. Consultant to produce various marketing materials to aid in the promotion of the Sustainability Campus, including but not limited to:
  - a. Dane County Sustainability Campus logo,
  - b. Promotional video highlighting vision and opportunity of the Sustainability Campus,
  - c. Website content to promote the Sustainability Campus, and
  - d. Pamphlets for highlighting the different aspects of the Sustainability Campus.
  
4. Consultant will be required to assist in the planning and facilitation of meetings, as determined by Project Manager, consistent with the Stakeholder and Public Engagement Plan. Meetings may require additional preparation, such as artistic renderings or conceptual drawings, as needed to fulfill the purpose of the meeting.
  
5. Required Meetings
  - a. Kick-off Meeting: This meeting will be used to discuss roles and responsibilities, expectations, and overall timeline for completing the Engagement Plans.
  - b. Check-in Meetings: These meetings will be held to ensure the continued development of the Engagement Plans and ensure marketing roll-out schedule is aligned with Plans.
  
6. Deliverables
  - a. Provide the Department Engagement Plan, including Workshop agendas and notes, as outlined above to Dane County. Assume one (1) review iteration.

- b. Provide the Stakeholder and Public Engagement Plan as outlined above to Dane County. Assume two (2) review iterations.

## 7. Pricing

- a. Pricing for Department Engagement Plan, including Workshop agendas, notes, and attendance, shall be a fixed fee for all Work related to preparation and submittal (Base Fee 1).
- b. Pricing for the Stakeholder and Public Engagement Plan shall be a fixed fee for all Work related to preparation and submittal (Base Fee 2).
- c. Pricing for developing marketing materials will be done as a contract amendment at a future date, reasonable for continued public engagement activities. Dane County may require multiple quotes for competitive pricing.
- d. Pricing for meeting planning and facilitation, as part of the Stakeholder and Public Engagement Plan, will be done as a Contract Amendment based on Time and Materials (Rate Schedule).

## D. Needs & Recommendations

1. Prepare a report outlining the needs and recommendations for Waste Diversion efforts that:
  - a. Provides a comprehensive list of reuse, repair and recycling organizations within Dane County. This list will be used to help identify gaps in material diversion efforts and may be used as a resource for the public.
  - b. Evaluates, discusses, and recommends opportunities for waste diversion at Rodefild Landfill. This will help inform opportunities to advance recycling research, material diversion opportunities, and identify potential feedstock for recycling or reuse efforts. This evaluation must include research into the end uses of diverted material, market of those end uses, and identify potential stakeholders and collaboration potential.  
  
**Dane County foresees this as a crucial task, requiring substantial research and knowledge of incoming waste streams and end markets. Research may require on-site evaluation of materials or interviews with staff to gain an understanding of incoming waste. Recommendations will ultimately guide the Business Engagement and Development Plan.**
  - c. Provide a set of preliminary policy recommendations and/or ordinances to support the Sustainability Campus and advance a circular economy in Dane County at the local, County, and regional level. Please note, Chapter 41 of the Dane County Ordinances outlines Solid Waste Management.  
  
Please note, a joint City-County staff team will oversee Work related to Waste Diversion efforts.
2. Prepare a report outlining the needs and recommendations for County Facilities that:
  - a. Outlines a comprehensive strategy and list of considerations for the types of businesses, community spaces, and activities that should be located at the Sustainability Campus, at the Rodefild Landfill site, and at surrounding County-owned properties, or other satellite locations. This will assist Dane County with evaluating the need for additional planning efforts.

- b. Evaluates, discusses, and recommends options for Dane County’s Clean Sweep Facility and C&D Recycling Facility, including but not limited to the following:
  - i. Considerations for keeping the Facilities at the existing site,
  - ii. Traffic considerations with keeping Facilities at the existing site,
  - iii. Potential impacts to the Sustainability Campus footprint if relocating Facilities,
  - iv. Estimated cost if relocating Facilities, and
  - v. Use of buildings if Facilities are relocated.

### 3. Required Meetings

- a. Kick-off Meeting: This meeting will be used to discuss roles and responsibilities, expectations, areas for collaboration with MadREP, and overall timeline for completing the Needs & Recommendation Reports.
- b. Check-in Meetings: These meetings will be held to ensure the continued development of the Needs & Recommendation Reports.

### 4. Deliverables

- a. Provide the County Facility Needs and Recommendation Report, as outlined above to Dane County. Assume two (2) review iterations.
- b. Provide the Waste Diversion Needs and Recommendation Report as outlined above to the joint City-County staff committee. Assume two (2) review iterations.

### 5. Pricing

- a. Pricing for the Waste Diversion Needs and Recommendation Report shall be a fixed fee for all Work related to preparation and submittal (Base Fee 3).
- b. Pricing for the County Facility Needs and Recommendation Report shall be a fixed fee for all Work related to preparation and submittal (Base Fee 4).

## E. Business Engagement and Development Plan

- 1. Prepare a Request for Information (RFI) for potential tenants to respond to as identified through the Waste Diversion Needs and Recommendations Report or other targeted businesses interested in assisting Dane County achieve its waste diversion efforts. This RFI will be used to aid in the Business Development Report and development of the Metrics Report. RFIs are anticipated to be done through Dane County’s standard RFI process. Note, Dane County anticipates separate RFIs for each type of material targeted for diversion OR each aspect of the Sustainable Business Park (reuse, recycling, and research & education).

Note, per agreements with the City of Madison, RFIs must target diversion of four (4) separate waste streams or less than four waste streams if the identified waste streams equal at least 50% of the total incoming waste to the Dane County Landfill Site No. 2 as identified by the WDNR waste sort performed in 2020 (Attachment C).

**Consultant will be expected to prepare and review responses to the RFI. Dane County anticipates interviewing respondents and follow-up questionnaires for which the Consultant is expected to lead those efforts.**

2. Prepare a Business Development Plan, identifying:
  - a. Anticipated tenants of the Sustainable Business Park,
  - b. Potential funding sources and business models for each anticipated tenant,
  - c. Economic analyses for each anticipated tenant (projected capital investments, space needs, utility needs, operation and maintenance costs, staffing needs, tipping fees, revenue projections, anticipated end users, etc.), and
  - d. Recommendations for the types of innovative technologies to explore at the Dane County Sustainability Campus.

Additional financial analyses may be required if business models include capital or operational investments from the Department of Waste & Renewables

Note, potential funding sources may include federal grants, as part of the Bipartisan Infrastructure Law, available through EPA for use towards solid waste infrastructure and recycling education and outreach. To learn more visit: <https://www.epa.gov/rcra/solid-waste-infrastructure-recycling-grant-program> or <https://www.epa.gov/rcra/recycling-education-and-outreach>.

### 3. Required Meetings

- a. Request for Information (RFI)
  - i. Kick-Off Meeting: This meeting will be used to discuss purpose of RFI, outline key metrics for response, overall timeline, and areas for collaboration with MadREP.
  - ii. Review Meeting: This meeting will be held after initial review of the draft RFI.
  - iii. RFI Response Meeting: This meeting will be held to discuss the responses from the RFI and select interview candidates.
  - iv. RFI Interviews: This meeting will be held with selected respondents from the RFI deemed to be a potential tenant at the Sustainable Business Park.
  - v. RFI Interview Follow-up Meeting: This meeting will be held to discuss follow-up questions to request from likely tenants at the Sustainable Business Park.
  - vi. Determination Meeting: This meeting will be held to make a determination on anticipated tenants at the Sustainable Business Park
- b. Business Development Plan
  - i. Kick-Off Meeting: This meeting will be used to discuss purpose and scope of the Business Development Plan, overall timeline, and areas for collaboration with MadREP.
  - ii. Review Meeting: This meeting will be held after initial review of the draft report.

### 3. Deliverables

- a. Request for Information (RFI)
  - i. Draft RFI: Shall be submitted to the joint City-County staff committee and MadREP for initial review. Assume one (1) iteration before final review.
  - ii. Final RFI: Shall be submitted to the joint City-County staff committee and MadREP after final comments and edits are incorporated.
  - iii. RFI Review Report outlining comments, questions, and recommendations.

- b. Business Development Plan
  - i. Draft Business Development Plan: Shall be submitted to the joint City-County staff committee and MadREP for initial review. Assume one (1) iteration before final review.
  - ii. Final Business Development Plan: Shall be submitted to the joint City-County staff committee and MadREP after final comments and edits are incorporated.
  - iii. Redacted Business Development Plan: Shall be submitted to joint City-County staff committee with trade secrets, as defined under Wis. Stat. 134.90(1)(c), redacted.

#### 4. Pricing

- a. Pricing for RFI shall be a fixed fee for all Work related to preparation and submittal (Base Fee 5).
- b. Pricing for Business Development Plan shall be a fixed fee for all Work related to preparation and submittal (Base Fee 6).

### F. Metrics Report

1. Prepare a Metrics Report that will be used in fulfilling Dane County's contractual obligation to the City of Madison. This Metrics Report must contain measureable and obtainable metrics to gauge success of the Sustainable Business Park. Metrics may be used to measure initiatives related to waste diversion activities, landfill gas utilization, advancing the local circular economy, sustainable infrastructure, or education, research, and outreach.
2. Required Meetings
  - a. Kick-Off Meeting: This meeting will be used to discuss purpose and scope of Metrics Report, expectations, and overall timeline.
  - b. Review Meeting: This meeting will be held after initial review of the draft report.
3. Deliverables
  - a. Draft Metrics Report: Shall be submitted to the joint City-County staff committee. Assume one (1) iteration before final review.
  - b. Final Metrics Report: Shall be submitted to the joint City-County staff committee after final comments and edits are incorporated.
  - c. Redacted Metrics Report: Shall be submitted to the joint City-County staff committee with trade secrets, as defined under Wis. Stat. 134.90(1)(c), redacted.
4. Timeline
  - a. Draft Metrics Report submitted to the joint City-County staff committee by June 1, 2025 and Final Metrics Report submitted to the joint City-County staff committee by December 31, 2025.
5. Pricing
  - a. Pricing for Metrics Report shall be a fixed fee for all Work related to preparation and submittal (Base Fee 7).

## G. Sustainable Business Park Master Plan

1. Prepare a Master Plan that provides a development framework for the Sustainable Business Park. Note, the deliverables provided in the previous tasks will ultimately help inform, if not be directly a part of, the Master Plan. The Master Plan, at a minimum, must contain the following sections:
  - a. Executive summary of the Master Plan
  - b. Introduction (provide an overview of the Master Plan and outlines purpose and structure).
  - c. Background information
    - i. Need for Sustainable Business Park,
    - ii. Project lead contacts, acknowledgements, and
    - iii. Glossary of terms.
  - d. Vision, Development & Land Use
    - i. Vision (includes guiding principles centered around safety, equity & inclusion, and sustainability, to be provided by the Dane County team)
    - ii. Measures of success (goals and metrics developed through the Metric Report).
    - iii. Components of Sustainable Business Park (identifying the various aspects of the Park, ancillary components, and other features).
    - iv. Planning & Management Considerations (master timeline including components from the Engagement Plans, phasing for development, and implementation of plan with stakeholders).
    - v. Lot development and zoning considerations
  - e. Project Impacts
    - i. Materials diverted and rescued landfill space.
    - ii. Estimated GHG emission reductions.
    - iii. Estimated energy generated (if applicable).
    - iv. Opportunities to strengthen renewable energy use (generators, electric vehicle charging stations, electrification, interconnect to RNG pipeline, solar panels, etc.).
    - v. Opportunities to encourage alternative forms of transportation.
    - vi. Opportunities for leadership in sustainability,
    - vii. Opportunities to enhance equity & inclusion, and
    - viii. Opportunities to enhance the local economy.
  - f. Potential Funding Sources
    - i. Grants and incentives.
    - ii. Funding deadlines & recommended timeline for applying to grants.
  - g. Other Considerations
    - i. Local, County, and/or regional policies or ordinances to support Sustainability Campus operations.
  - h. Attachments (conceptual drawings, artistic renderings, figures, references, etc. to support the Master Plan)
2. Required Meetings
  - a. Kick-Off Meeting: This meeting will be used to discuss roles and responsibilities, areas for collaboration with MadREP, expectations, and overall timeline.

- b. 75% Meeting: This meeting will be held to ensure the continued development of the master plan and ensure alignment between joint City-County staff committee and Consultant.
- c. Review Meeting: This meeting will be held after joint City-County staff committee's initial review of the draft master plan.

### 3. Deliverables

- a. Draft Master Plan: Shall be submitted to the joint City-County staff committee for initial review. Assume two (2) iterations before final review.
- b. Final Master Plan: Shall be submitted to the joint City-County staff committee after final comments and edits are incorporated.

### 4. Pricing

- a. Pricing for Master Plan shall be a fixed fee for all Work related to preparation and submittal (Base Fee 8).

## 3. PROPOSAL CONTENT

- A. Interested Consultants are requested to submit the following information in their proposal, in eight clearly distinct sections or divisions:
  - 1. Proposal Form, Fair Labor Practices Certification and Consultant's cover letter.
  - 2. Description of firm's qualifications, experience, organization, and resources for planning, design, and development of a resource recovery (or sustainable business) park. Description must pay specific attention to advancing a circular economy and include:
    - a. Experience with, or involvement in developing resource recovery parks;
    - b. Related business engagement and development experience;
    - c. Experience with, or involvement in master planning efforts; and
    - d. Resumes describing the professional affiliations, educational and work experiences for each of the key staff (including subcontractors) that would be assigned to this Work; these key staff shall retain project involvement and oversight throughout the course of the Work.
  - 3. Listing of at least three resource recovery parks, or other such similar projects, planned and designed by the firm. Alternatively, a company may identify three projects that advanced the principle of circular economy. Listing for each project shall include:
    - a. Brief description of the project including services provided (e.g. market study analysis, business engagement and development, metrics to assess the success of the development, etc.);
    - b. Detail the proposing company's role(s) in the project;
    - c. Project references (name of the organization, contact person or responsible official, address, telephone and fax numbers, e-mail address);
    - d. Start and end dates of services; and
    - e. Specific details of originally proposed project budget and time of completion and final (actual) project budget and time of completion.

4. Description of planning techniques to be used in approaching the Work. Close attention will be paid to the Consultant's knowledge and understanding of:
  - a. Circular economy and zero waste principles;
  - b. Local, regional, state, and national waste diversion resources;
  - c. Sustainable materials management and renewable energy;
  - d. Emerging waste stream markets and technology;
  - e. Challenging waste stream markets and technology;
  - f. Public and private engagement meetings and effective communication tools;
  - g. MadREP and areas for collaboration;
  - h. Engaging and securing businesses for development;
  - i. Business models and funding resources for each aspect of the Sustainable Business Park;
  - j. Crafting public private partnerships for mutual benefit; and
  - k. Diversity, equity, and inclusion as it relates to project planning and design.
5. Indicate individual staff availability and tentative timetable (in the form of a Gantt chart) for each area of the project, using a theoretical start date of October 31, 2022. Include listing of other Consultants who will participate in this Work and their area of expertise.
6. Detail firm's Diversity, Equity, and Inclusion (DEI) goal, mandate, policy, or targets. Additionally, detail firm's existing Environmental, Social, and Governance / Responsible Investing (ESG/RI) policy. Provide copies of policies, goals, mandates or targets where available. If not applicable, please provide firm's plan to implement an ESG/RI policy and DEI targets over the next 5-10 years. If firm has no plans to implement an ESG/RI policy and/or DEI goal, mandate, policy or target, please provide rationale.
7. List fees for services as outlined in each area of work.
8. State clearly any limitations you wish to include in *Dane County Contract* and advise of any conditions that you may have.

#### 4. EVALUATION CRITERIA

A. Proposing Consultants will be evaluated on this criteria:

Approach to Project and Planning Process	35%
Relative Experience and Past Project References	30%
Project Personnel	25%
Pricing / Cost Proposal	<u>10%</u>
Total	100%

#### 5. PRICING

- A. Additional details about project phases, pricing & payments are detailed in the *Draft Dane County Contract*.
- B. Pricing shall be submitted in the Proposal as outlined in each task and a Rate Schedule shall be attached outlining hourly rates and other expenses.



**6. SITE TOUR**

- A. A proposing company site tour will be held on Wednesday, July 13, 2022 at 1:00 p.m., starting at the Scale House located at Dane County Landfill Site No. 2 (7102 US Highway 12 & 18, Madison, WI 53718). This cursory tour will go until approximately 2:30 p.m.. Proposing companies are encouraged to attend this optional tour.

**7. OWNER’S RESPONSIBILITY**

- A. Dane County will provide the followings documents to the awarded Consultant:

- Preliminary Economic Summaries (dated 6/15/21)
- Letter of Intent (dated 3/16/22)
- Development Agreements between Dane County and City of Madison
- Preliminary Stormwater Analysis (dated 1/21/22)
- Closing the Loop: Dane County’s Sustainability Campus
- Department Workshop Notes
- AutoCAD files for Attachment A
- Preliminary location of first landfill cell and associated AutoCAD files

**8. TIMETABLE**

- A. Listed below are specific and estimated dates and times of events related to this RFP. The events with specific dates must be completed as indicated unless otherwise changed by Dane County. In the event that Dane County finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

<u>DATE</u>	<u>EVENT</u>
June 23, 2022	RFP issued
July 13, 2022 - 1 p.m.	Site tour
July 22, 2022 - 2:00 p.m.	Written inquiries due
July 28, 2022	Latest addendum (if necessary)
August 4, 2022 - 2:00 p.m.	Proposals due
Week of August 22, 2022 (estimated)	Presentations for invited proposing companies
October 3, 2022 (estimated)	Notification of intent to award sent out
October 31, 2022 (estimated)	Start date

**9. ADDITIONAL INFORMATION**

- A. Dane County Department of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, Wisconsin 53713, will receive your Proposal.
- B. Information regarding this project may be obtained from Allison Rathsack or Sujata Gautam, Waste & Renewables Project Managers.
- C. Since RFP documents are obtained from the Dane County website, proposing company is responsible to check back there regularly for Addenda.
- D. All Proposals must be submitted by 2:00 p.m., Thursday, August 4, 2022.
- E. Dane County reserves the right to accept or reject any Proposal submitted.

- F. Information submitted by Consultants will be reviewed and candidates may be scheduled to appear before an interview panel. Those appearing for an interview shall be prepared to discuss their approach for this work, methodology, project team, a timetable, the basis of their fee schedule and answer questions from our staff.
- G. Dane County reserves the right to negotiate an Agreement after the successful firm is selected. Selection will be based only on the proposal submitted and subsequent interviews. Therefore, the proposals must be complete. Submission of a proposal shall constitute a valid offer, which may be accepted by the County for a period of ninety (90) calendar days following the proposal due date.
- H. Dane County is an Equal Opportunity Employer.

END OF SECTION



# Department of Waste & Renewables

608/266-4018

John Welch, P.E.  
**Director**

Joseph T. Parisi  
**County Executive**

**Deputy Director**  
Roxanne Wienkes

1919 Alliant Energy Center Way  
Madison, Wisconsin 53713  
Fax: 608/267-1533  
<https://landfill.countyofdane.com/>

SECTION 00 42 13

PROPOSAL FORM

**PROPOSAL NO. 321006**

**PROJECT: SUSTAINABILITY CAMPUS DEVELOPMENT ASSISTANCE  
YAHARA HILLS SITE**

The undersigned, submitting this Proposal, hereby agrees with all terms, conditions and requirements of the above referenced Request for Proposals, and declares that the attached Proposal and pricing are in conformity therewith.

**SIGNATURE:** \_\_\_\_\_  
(Proposal is invalid without signature)

Print or Type Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Receipt of the following addenda and inclusion of their provisions in this Proposal is hereby acknowledged:

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

All Proposers are strongly encouraged to be a registered vendor with Dane County. Registering allows vendors an opportunity to receive notifications for RFPs & RFBs issued by the County and provides the County with up-to-date company contact information. Complete a new form or renewal online at: [danepurchasing.com/Account/Login?](http://danepurchasing.com/Account/Login?)

# DANE COUNTY CONTRACT # \_\_\_\_\_

Revised 06/2021



Department: Waste & Renewables  
Provider: [REDACTED]  
Expiration Date: [REDACTED]  
Maximum Cost: \$ [REDACTED]  
Registered Agent (if applicable): [REDACTED]  
Registered Agent Address: [REDACTED]

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and [REDACTED] (hereafter, "PROVIDER"),

## WITNESSETH:

**WHEREAS** COUNTY, whose address is [REDACTED], desires to purchase services from PROVIDER for the purpose of Sustainability Campus Development Assistance; and

**WHEREAS** PROVIDER, whose address is [REDACTED], is able and willing to provide such services;

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

### I. TERM:

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

### II. SERVICES:

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

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

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

**III. ASSIGNMENT/TRANSFER:**

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

**IV. TERMINATION:**

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

automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

**V. PAYMENT:**

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

**VI. REPORTS:**

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

**VII. DELIVERY OF NOTICE:**

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

**VIII. INSURANCE & INDEMNIFICATION:**

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or

obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

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

2. Professional Liability Insurance.

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

3. Commercial/Business Automobile Liability Insurance.

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

4. Environmental Impairment (Pollution) Liability

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

5. Workers' Compensation.

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

6. Umbrella or Excess Liability.

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

C. Required provisions.

1. Insurer's Requirement

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

2. Additional Insured.

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

3. Provider's Insurance Shall be Primary

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

4. Cancellation Notice

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

5. Evidences of Insurance.

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

6. Sub-Contractors.

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

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

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

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

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment.



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

**XI. CIVIL RIGHTS COMPLIANCE:**

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

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings  
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National

Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

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

C. Notice Requirement

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

**XIII. CONTROLLING LAW AND VENUE:**

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

**XIV. FINANCIAL INTEREST PROHIBITED:**

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

**XV. LIMITATION OF AGREEMENT:**

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

**XVI. ENTIRE AGREEMENT:**

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

**XVII. COUNTERPARTS:**

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

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

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

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

**XX. REGISTERED AGENT:**

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

**XXI. DEBARMENT:**

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

**XXII. EXECUTION:**

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

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

**FOR PROVIDER:**

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Date

\_\_\_\_\_  
NAME  
TITLE

\_\_\_\_\_  
Date

\* \* \*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date

## **SCHEDULE A**

### **Scope of Services**

1. Pursuant paragraph #1 of the attached AGREEMENT, the PROVIDER shall provide the following services:
  - a. Scope of services are outlined in RFP 321042 issued on June 23, 2022,
  - b. Subsequent addendum dated date, and
  - c. PROVIDER's proposal dated date.

**Any discrepancies between aforementioned items, COUNTY provided material shall supersede.**

2. COUNTY personnel shall cooperate with the PROVIDER and its agents in the performance of the PROVIDER'S obligations hereunder.

## SCHEDULE B

### Pricing Structure and Payment

1. Base Fees

PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

- a. For the completion of the Department Engagement Plan, as outlined in Section 2(C)(1) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 1). Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft Public Engagement Plan: \$XXXXXX
- ii. Acceptance by COUNTY of final Public Engagement Plan: \$XXXXXX

- b. For the completion of the Stakeholder and Public Engagement Plan, as outlined in 2(C)(2) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 2). Payments shall be made at completion of each milestone as outlined below:

- iii. Acceptance by COUNTY of draft task: \$XXXXXX
- iv. Acceptance by COUNTY of final task: \$XXXXXX

- c. For the completion of the Waste Diversion Needs and Recommendation Report, as outlined in 2(D)(1) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 3). Payments shall be made at completion of each milestone as outlined below:

- v. Acceptance by COUNTY of draft task: \$XXXXXX
- vi. Acceptance by COUNTY of final task: \$XXXXXX

- d. For the completion of the County Facility Needs and Recommendation Report, as outlined in 2(D)(2) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 4). Payments shall be made at completion of each milestone as outlined below:

- vii. Acceptance by COUNTY of draft task: \$XXXXXX
- viii. Acceptance by COUNTY of final task: \$XXXXXX

- e. For the completion of the Request for Information as outlined in 2(E)(1) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 5). Payments shall be made at completion of each milestone as outlined below:

- ix. Acceptance by COUNTY of draft task: \$XXXXXX
- x. Acceptance by COUNTY of final task: \$XXXXXX

- f. For the completion of the Business Development Plan as outlined in 2(E)(2) of the Scope of Proposals, the Base Fee of \$XXXXXX (Base Fee 6). Payments shall be made at completion of each milestone as outlined below:

- xi. Acceptance by COUNTY of draft task: \$XXXXXX
- xii. Acceptance by COUNTY of final task: \$XXXXXX

- g. For the completion of the Metrics Report, as outlined in Section 2(F), the Base Fee of \$XXXXXX (Base Fee 7). Payments shall be made at completion of each milestone as outlined below:

- i. Acceptance by COUNTY of draft Market Evaluation Report: \$XXXXXX
- ii. Acceptance by COUNTY of final Market Evaluation Report: \$XXXXXX

- iii. Acceptance by COUNTY of redacted Market Evaluation Report: \$XXXXXX
- h. For the completion of the Sustainable Business Park Master Plan, as outlined in Section 2(G), the Base Fee of \$XXXXXX (Base Fee 8). Payments shall be made at completion of each milestone as outlined below:
  - i. Acceptance by COUNTY of draft Master Plan: \$XXXXXX
  - ii. Acceptance by COUNTY of final Master Plan: \$XXXXXX

2. Rate Schedule

Additional costs borne by PROVIDER and approved by COUNTY shall be based on rates outlined below submitted by PROVIDER on DATE, 2022. Rates shall be maintained until December 31, 2024. After December 31, 2024, rates shall be adjusted by the All Urban Consumer- Minneapolis-St. Paul, Minnesota-Wisconsin CPI, or equivalent if unavailable through a Contract Amendment.

Services		
Description	Unit	Unit Price
Expenses		
Description	Unit	Unit Price

- 3. COUNTY may increase the cost to include additional services outside Schedule A per the Rate Schedule, as mutually agreed upon by PROVIDER and COUNTY, in the form of a Contract Amendment.
- 4. PROVIDER shall issue an invoice upon completion of work, delivered electronically to the Waste & Renewables Project Manager. Invoices shall reference the Dane County Purchase Order (PO) number associated with the Contract.
- 5. If PROVIDER is timely with respect to all its obligations under this AGREEMENT, the COUNTY shall make payments due within 30 days of the dates of completion of PROVIDER'S obligations or of billing, as appropriate. If PROVIDER fails to meet time limits, COUNTY'S payments will be delayed an additional 30 days.

SECTION 00 73 11

FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has a submitted a bid, application or proposal for a contract or agreement with the county of Dane.

B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlr.gov](http://www.nlr.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.09 is as follows:

(1) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

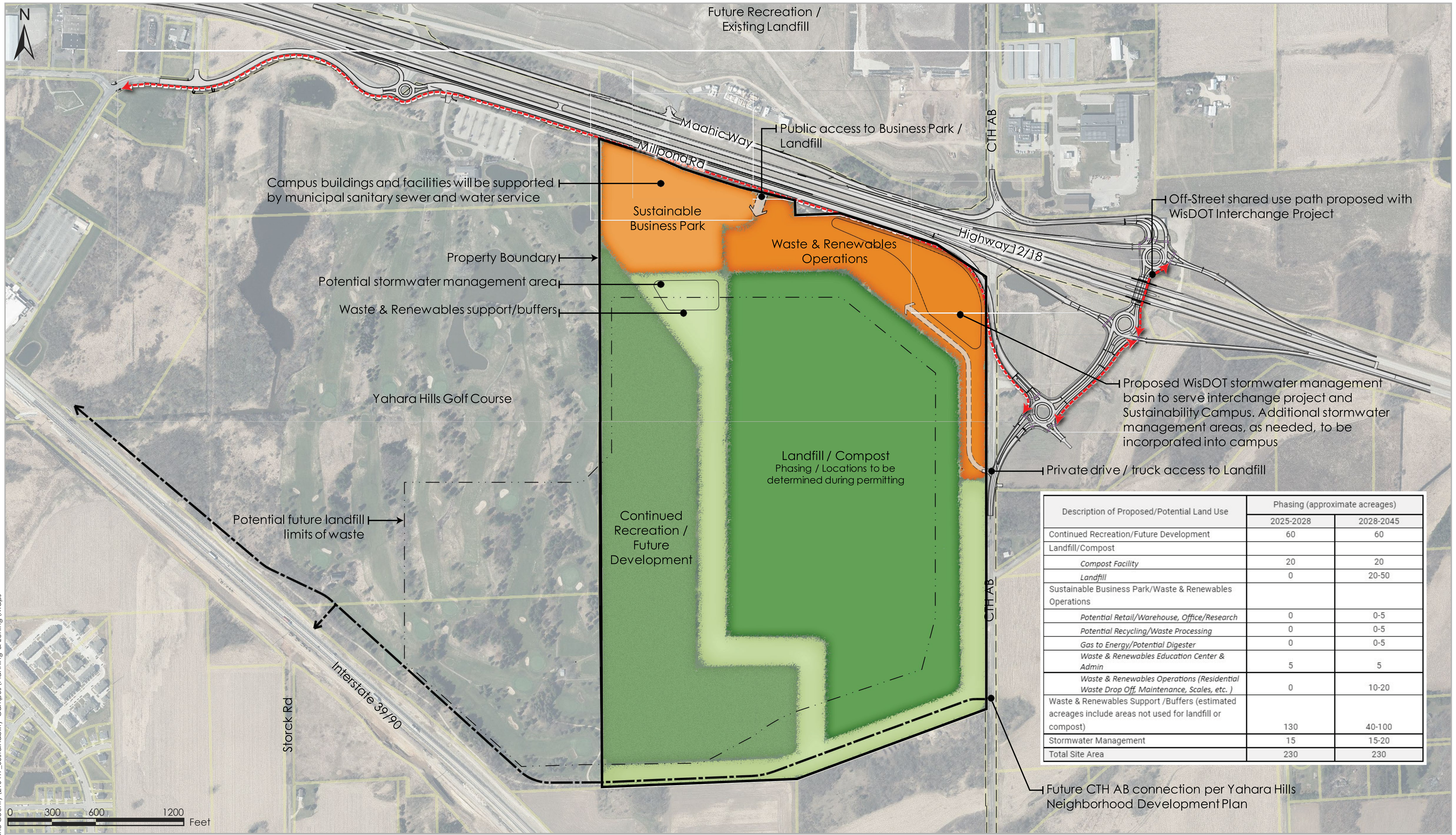
**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

Include this completed Certification with your bid, application or proposal.

END OF SECTION



Attachment A - Preliminary Site Plan for the Sustainability Campus



Campus buildings and facilities will be supported by municipal sanitary sewer and water service

Sustainable Business Park

Waste & Renewables Operations

Property Boundary

Potential stormwater management area

Waste & Renewables support/buffers

Yahara Hills Golf Course

Landfill / Compost Phasing / Locations to be determined during permitting

Continued Recreation / Future Development

Potential future landfill limits of waste

Description of Proposed/Potential Land Use	Phasing (approximate acres)	
	2025-2028	2028-2045
Continued Recreation/Future Development	60	60
Landfill/Compost		
<i>Compost Facility</i>	20	20
<i>Landfill</i>	0	20-50
Sustainable Business Park/Waste & Renewables Operations		
<i>Potential Retail/Warehouse, Office/Research</i>	0	0-5
<i>Potential Recycling/Waste Processing</i>	0	0-5
<i>Gas to Energy/Potential Digester</i>	0	0-5
Waste & Renewables Education Center & Admin	5	5
Waste & Renewables Operations (Residential Waste Drop Off, Maintenance, Scales, etc.)	0	10-20
Waste & Renewables Support / Buffers (estimated acres include areas not used for landfill or compost)	130	40-100
Stormwater Management	15	15-20
<b>Total Site Area</b>	<b>230</b>	<b>230</b>

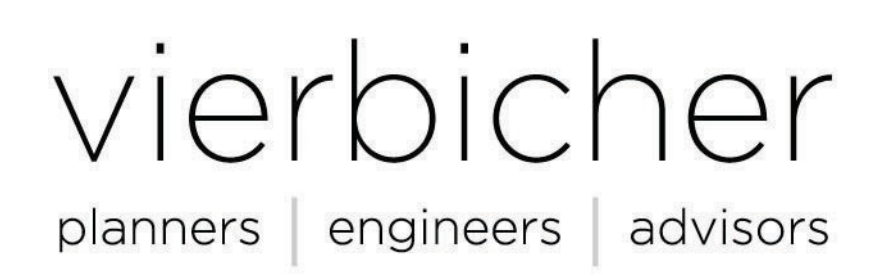
Future CTH AB connection per Yahara Hills Neighborhood Development Plan

Document Path: M:\Dane County\210417\_Sustainability Campus\Planning & Zoning\Maps



### Preliminary Site Plan

Dane County Department of Waste & Renewables  
 Dane County Sustainability Campus  
 March 1, 2022



Attachment B - Conceptual Design of the Sustainable Business Park and Waste & Renewables Operations

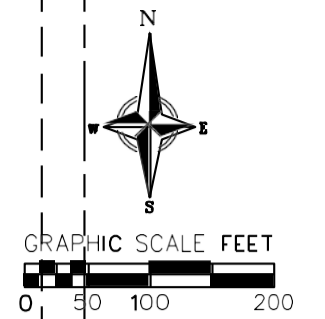


**Gas to Energy and/or Anaerobic Digestion**  
Dane County is already a leader in renewable natural gas technology and plans to continue investing in renewables at the future site.

**Potential Retail**  
Co-location of a reuse store or mall would provide business owners with access to free or low cost materials. Photo to the right is of Retuna Recycling Mall in Sweden.



**Waste Education Center**  
Site to be designed with education and community access as a core principle.



**Potential Mattress Recycling Facility**  
Mattress recycling has been identified as a feasible and realistic business opportunity at the Sustainability Campus. Image courtesy of <https://www.climateaction.org/>



**Composting**  
The campus will include a composting operation and Dane County will work closely with surrounding communities to develop a program that can accept food waste. Image to the left is of a covered composting facility in Penticton, British Columbia, Canada.

**Attachment C - Sustainability Campus Project Timeline**

2022                      2023                      2024                      2025                      2026                      2027                      2028

RECREATION AND OTHER SITE ACTIVITIES

UP TO 36 HOLES OF GOLF

UP TO 18 HOLES OF GOLF

CITY OF MADISON APPROVALS

LAND SALE ●

● LAND USE APPROVALS

CAMPUS PLANNING

CAMPUS/BUSINESS PARK MASTER PLANNING

STAKEHOLDER ENGAGEMENT

RFPs FOR CAMPUS TENANTS

EDUCATION CENTER CONSTRUCTION

LANDFILL PERMITTING & CONSTRUCTION

WDNR SITE INSP & REPORT ●

PHASE 2 DESIGN AND FEASIBILITY REPORT ●

PHASE 3 DESIGN AND PLAN OF OPERATION ●

CONSTRUCTION

LOCAL NEGOTIATIONS

COMPOST PERMITTING & CONSTRUCTION

WDNR SITE INSP & REPORT ●

DESIGN AND PLAN OF OPERATION ●

CONSTRUCTION

OPERATION



Items in yellow

or ● yellow circle designate opportunities for public comment and/or engagement

Attachment C - WDNR Waste Sort Data (2020)

**Dane County Overall Waste Composition**

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>PAPER</b>				
Newsprint (ONP)	0.6%	0.9%	0.3%	0.9%
High Grade Office Paper	0.5%	0.5%	0.3%	0.7%
Magazines/Catalogs	0.5%	0.6%	0.3%	0.8%
Uncoated OCC - Recyclable	2.5%	2.0%	1.8%	3.3%
Coated OCC	<0.1%	<0.1%	<0.1%	<0.1%
Boxboard	1.0%	0.7%	0.8%	1.2%
Cartons - Aseptic/Gable Top Containers	0.2%	0.2%	0.1%	0.3%
Mixed Paper - Recyclable	4.9%	6.6%	2.5%	7.4%
Compostable Paper	7.5%	4.2%	6.0%	9.1%
Other Paper	2.5%	2.2%	1.7%	3.3%
<b>Total Paper</b>	<b>20.3%</b>			
<b>PLASTIC</b>				
PET (#1) Bottles	1.0%	0.7%	0.8%	1.3%
Natural HDPE (#2) Bottles	0.2%	0.3%	0.1%	0.3%
Colored HDPE (#2) Bottles	0.4%	0.7%	0.2%	0.7%
PP (#5) Bottles	<0.1%	<0.1%	<0.1%	<0.1%
Other (#3, #4, #6, and #7) Bottles	<0.1%	<0.1%	<0.1%	<0.1%
PET(#1) Non-Bottle Rigid Containers &	0.2%	0.2%	0.2%	0.3%
HDPE (#2) Non-Bottle Rigid Containers &	<0.1%	<0.1%	<0.1%	<0.1%
PP(#5) Non-Bottle Rigid Containers &	1.4%	0.8%	1.1%	1.6%
PS(#6) Non-Foam, Bottle Rigid Containers	0.2%	0.3%	0.1%	0.3%
Other (#7)/Unidentifiable Non-Bottle Rigid	0.8%	0.3%	0.7%	0.9%
Rigid Non-Packaging	2.2%	2.1%	1.4%	2.9%
Bulky Rigid Plastics	0.5%	1.0%	0.2%	0.9%
PE Recyclable Film	0.5%	0.3%	0.4%	0.6%
Agricultural Firlm	<0.1%	0.2%	<0.1%	0.1%
Pouches	<0.1%	<0.1%	<0.1%	<0.1%
Other Flexible Films	5.7%	2.1%	4.9%	6.5%
PS Foam (#6)	1.3%	1.4%	0.8%	1.8%
Compostable Plastics	0.1%	0.6%	<0.1%	0.4%
Other Plastics	0.7%	0.9%	0.4%	1.0%
<b>Total Plastic</b>	<b>15.3%</b>			
<b>METAL</b>				
Aluminum Beverage Containers	0.7%	0.5%	0.5%	0.9%
Other Aluminum	0.4%	0.4%	0.3%	0.5%
Ferrous ("Tin") Cans	0.4%	0.3%	0.3%	0.5%
Other Ferrous Scrp	1.5%	2.1%	0.7%	2.3%
Non-Ferrous Metals	<0.1%	<0.1%	<0.1%	<0.1%
Other Metal	0.3%	0.5%	<0.1%	0.5%
<b>Total Metals</b>	<b>3.3%</b>			
<b>GLASS</b>				
Clear Containers - Beverage	1.0%	1.1%	0.6%	1.4%
Colored Containers - Beverage	0.9%	1.4%	0.4%	1.4%
Glass Food Containers	0.4%	0.5%	0.2%	0.6%
Other Glass	0.6%	0.7%	0.4%	0.9%
<b>Total Glass</b>	<b>3.0%</b>			



**Dane County Overall Waste Composition**

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>ORGANICS</b>				
Yard Materials - <6"	2.6%	4.6%	0.9%	4.3%
Yard Materials - >6"	0.3%	1.0%	<0.1%	0.7%
Food Scraps (Not Traditionally Edible)	8.8%	4.9%	7.0%	10.6%
Wasted Food	11.9%	6.9%	9.3%	14.4%
Diapers	4.1%	3.2%	2.9%	5.3%
Animal Waste/Kitty Litter	2.9%	3.6%	1.5%	4.2%
Bottom Fines/Dirt	2.0%	4.8%	0.2%	3.7%
Other Organic Material	1.5%	2.0%	0.7%	2.2%
<b>Total Organics</b>	<b>34.0%</b>			
<b>CONSTRUCTION &amp; DEMOLITION</b>				
Treated Wood	<0.1%	0.2%	<0.1%	0.2%
Untreated Clean Dimensional Lumber	1.0%	2.5%	0.1%	1.9%
Untreated Clean Engineered Wood	0.6%	1.5%	<0.1%	1.2%
Painted/Stained Wood	0.8%	1.9%	<0.1%	1.5%
Other Recyclable Wood	<0.1%	0.1%	<0.1%	<0.1%
Rock, Concrete, Brick	0.3%	0.7%	<0.1%	0.5%
Gypsum Wallboard - Demo	1.5%	5.2%	<0.1%	3.4%
Gypsum Wallboard - Clean Scrap	<0.1%	<0.1%	<0.1%	<0.1%
Roofing Shingles	<0.1%	<0.1%	<0.1%	<0.1%
PVC	<0.1%	<0.1%	<0.1%	<0.1%
Ceramics/Porcelain Fixtures	0.3%	1.0%	<0.1%	0.7%
Other C&D	1.5%	2.6%	0.6%	2.5%
<b>Total Construction &amp; Demolition</b>	<b>6.2%</b>			
<b>PROBLEM MATERIALS</b>				
Televisions - CRT	1.1%	5.1%	<0.1%	3.0%
Televisions - Non-CRT	<0.1%	<0.1%	<0.1%	<0.1%
Other Banned Electronic Equipment	0.7%	2.1%	<0.1%	1.5%
Non-Banned Electronic Equipment	0.3%	0.4%	0.1%	0.5%
Small Electrical Appliances	0.5%	1.8%	<0.1%	1.2%
White Goods - Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
White Goods - Non-Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
Lead Acid Batteries	<0.1%	<0.1%	<0.1%	<0.1%
Other Batteries	0.2%	0.6%	<0.1%	0.5%
Fluorescent Light Tubes	<0.1%	<0.1%	<0.1%	<0.1%
Compact Fluorescent Light Bulbs	<0.1%	<0.1%	<0.1%	<0.1%
Tires	<0.1%	<0.1%	<0.1%	<0.1%
Paint	<0.1%	<0.1%	<0.1%	<0.1%
Automotive Used Oil/Filters	<0.1%	0.1%	<0.1%	<0.1%
Household Hazardous Waste	<0.1%	0.3%	<0.1%	0.2%
Sharps, Needles, Lancets	<0.1%	<0.1%	<0.1%	<0.1%
Other Problem Materials	0.8%	2.7%	<0.1%	1.8%
<b>Total Problem Materials</b>	<b>3.7%</b>			

### Dane County Overall Waste Composition

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>OTHER WASTE</b>				
Textiles	3.4%	3.9%	2.0%	4.8%
Carpet	0.5%	2.1%	<0.1%	1.3%
Carpet Padding	<0.1%	0.1%	<0.1%	<0.1%
Wood Pallets	0.9%	3.9%	<0.1%	2.3%
Bulky Items	<0.1%	<0.1%	<0.1%	<0.1%
Mattresses and Box Springs	<0.1%	<0.1%	<0.1%	<0.1%
Wood Furniture	1.7%	4.2%	0.2%	3.3%
Aerosol Cans	0.2%	0.3%	<0.1%	0.3%
Compressed Gas Containers	<0.1%	<0.1%	<0.1%	<0.1%
<b>Total Other Waste</b>	<b>6.7%</b>			
<b>END OF SAMPLE FINES</b>				
Other Paper	0.2%	0.3%	<0.1%	0.3%
Other Plastic	<0.1%	0.1%	<0.1%	<0.1%
Other Organics	1.5%	3.8%	<0.1%	2.9%
Other Glass	<0.1%	<0.1%	<0.1%	<0.1%
Bottom Fines/Dirt	5.4%	5.7%	3.4%	7.5%
<b>TOTALS</b>	<b>7.2%</b>			
<hr/>				
<b>TOTALS</b>	100.0%			

Note: Composition based on 20 samples

**Dane County ICI Waste Composition**

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>PAPER</b>				
Newsprint (ONP)	0.7%	1.2%	<0.1%	1.5%
High Grade Office Paper	0.9%	0.8%	0.3%	1.4%
Magazines/Catalogs	0.5%	0.7%	<0.1%	0.9%
Uncoated OCC - Recyclable	5.1%	3.3%	2.9%	7.3%
Coated OCC	<0.1%	<0.1%	<0.1%	<0.1%
Boxboard	0.7%	0.6%	0.3%	1.1%
Cartons - Aseptic/Gable Top Containers	0.1%	0.1%	<0.1%	0.2%
Mixed Paper - Recyclable	8.5%	12.0%	0.4%	16.5%
Compostable Paper	5.8%	5.7%	2.0%	9.6%
Other Paper	3.3%	3.6%	0.9%	5.7%
<b>Total Paper</b>	<b>25.6%</b>			
<b>PLASTIC</b>				
PET (#1) Bottles	1.5%	0.9%	0.8%	2.1%
Natural HDPE (#2) Bottles	0.3%	0.4%	<0.1%	0.6%
Colored HDPE (#2) Bottles	1.0%	1.3%	<0.1%	1.8%
PP (#5) Bottles	<0.1%	<0.1%	<0.1%	<0.1%
Other (#3, #4, #6, and #7) Bottles	<0.1%	<0.1%	<0.1%	<0.1%
PET(#1) Non-Bottle Rigid Containers &	0.2%	0.2%	<0.1%	0.3%
HDPE (#2) Non-Bottle Rigid Containers &	<0.1%	<0.1%	<0.1%	<0.1%
PP(#5) Non-Bottle Rigid Containers &	1.1%	1.1%	0.4%	1.8%
PS(#6) Non-Foam, Bottle Rigid Containers	0.4%	0.4%	0.1%	0.7%
Other (#7)/Unidentifiable Non-Bottle Rigid	0.5%	0.3%	0.3%	0.7%
Rigid Non-Packaging	3.6%	3.3%	1.4%	5.9%
Bulky Rigid Plastics	0.9%	1.3%	<0.1%	1.8%
PE Recyclable Film	0.4%	0.2%	0.3%	0.5%
Agricultural Firlm	<0.1%	<0.1%	<0.1%	<0.1%
Pouches	<0.1%	<0.1%	<0.1%	<0.1%
Other Flexible Films	6.7%	3.1%	4.7%	8.8%
PS Foam (#6)	1.8%	2.3%	0.2%	3.3%
Compostable Plastics	0.5%	1.1%	<0.1%	1.2%
Other Plastics	0.6%	0.2%	0.5%	0.7%
<b>Total Plastic</b>	<b>19.3%</b>			
<b>METAL</b>				
Aluminum Beverage Containers	0.7%	0.5%	0.3%	1.0%
Other Aluminum	0.2%	0.2%	<0.1%	0.3%
Ferrous ("Tin") Cans	0.3%	0.3%	<0.1%	0.5%
Other Ferrous Scrp	1.7%	2.2%	0.2%	3.2%
Non-Ferrous Metals	<0.1%	<0.1%	<0.1%	<0.1%
Other Metal	0.3%	0.8%	<0.1%	0.9%
<b>Total Metals</b>	<b>3.2%</b>			
<b>GLASS</b>				
Clear Containers - Beverage	1.4%	1.6%	0.4%	2.5%
Colored Containers - Beverage	0.8%	1.1%	<0.1%	1.5%
Glass Food Containers	0.3%	0.3%	<0.1%	0.5%
Other Glass	0.3%	0.3%	<0.1%	0.5%
<b>Total Glass</b>	<b>2.8%</b>			

## Dane County ICI Waste Composition

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>ORGANICS</b>				
Yard Materials - <6"	<0.1%	0.1%	<0.1%	0.1%
Yard Materials - >6"	<0.1%	<0.1%	<0.1%	<0.1%
Food Scraps (Not Traditionally Edible)	6.3%	3.9%	3.7%	8.9%
Wasted Food	11.9%	10.2%	5.1%	18.7%
Diapers	3.9%	4.4%	1.0%	6.9%
Animal Waste/Kitty Litter	0.4%	0.6%	<0.1%	0.7%
Bottom Fines/Dirt	<0.1%	<0.1%	<0.1%	<0.1%
Other Organic Material	0.7%	0.5%	0.3%	1.0%
<b>Total Organics</b>	<b>23.1%</b>			
<b>CONSTRUCTION &amp; DEMOLITION</b>				
Treated Wood	<0.1%	0.2%	<0.1%	0.2%
Untreated Clean Dimensional Lumber	<0.1%	0.2%	<0.1%	0.2%
Untreated Clean Engineered Wood	<0.1%	<0.1%	<0.1%	<0.1%
Painted/Stained Wood	0.3%	0.5%	<0.1%	0.6%
Other Recyclable Wood	<0.1%	<0.1%	<0.1%	<0.1%
Rock, Concrete, Brick	0.1%	0.2%	<0.1%	0.2%
Gypsum Wallboard - Demo	3.8%	9.4%	<0.1%	10.1%
Gypsum Wallboard - Clean Scrap	<0.1%	<0.1%	<0.1%	<0.1%
Roofing Shingles	<0.1%	<0.1%	<0.1%	<0.1%
PVC	<0.1%	<0.1%	<0.1%	<0.1%
Ceramics/Porcelain Fixtures	0.6%	1.5%	<0.1%	1.6%
Other C&D	0.7%	1.3%	<0.1%	1.6%
<b>Total Construction &amp; Demolition</b>	<b>5.6%</b>			
<b>PROBLEM MATERIALS</b>				
Televisions - CRT	<0.1%	<0.1%	<0.1%	<0.1%
Televisions - Non-CRT	<0.1%	<0.1%	<0.1%	<0.1%
Other Banned Electronic Equipment	0.1%	0.3%	<0.1%	0.3%
Non-Banned Electronic Equipment	0.2%	0.3%	<0.1%	0.4%
Small Electrical Appliances	<0.1%	<0.1%	<0.1%	<0.1%
White Goods - Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
White Goods - Non-Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
Lead Acid Batteries	<0.1%	<0.1%	<0.1%	<0.1%
Other Batteries	0.1%	0.1%	<0.1%	0.2%
Fluorescent Light Tubes	<0.1%	<0.1%	<0.1%	<0.1%
Compact Fluorescent Light Bulbs	<0.1%	<0.1%	<0.1%	<0.1%
Tires	<0.1%	0.2%	<0.1%	0.2%
Paint	<0.1%	<0.1%	<0.1%	<0.1%
Automotive Used Oil/Filters	0.1%	0.3%	<0.1%	0.3%
Household Hazardous Waste	<0.1%	<0.1%	<0.1%	<0.1%
Sharps, Needles, Lancets	<0.1%	<0.1%	<0.1%	<0.1%
Other Problem Materials	2.2%	4.9%	<0.1%	5.5%
<b>Total Problem Materials</b>	<b>2.8%</b>			

### Dane County ICI Waste Composition

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>OTHER WASTE</b>				
Textiles	3.4%	4.7%	0.2%	6.5%
Carpet	1.8%	3.8%	<0.1%	4.3%
Carpet Padding	<0.1%	0.2%	<0.1%	0.2%
Wood Pallets	2.9%	7.0%	<0.1%	7.6%
Bulky Items	<0.1%	<0.1%	<0.1%	<0.1%
Mattresses and Box Springs	<0.1%	<0.1%	<0.1%	<0.1%
Wood Furniture	4.7%	7.5%	<0.1%	9.8%
Aerosol Cans	0.1%	0.2%	<0.1%	0.3%
Compressed Gas Containers	<0.1%	<0.1%	<0.1%	<0.1%
<b>Total Other Waste</b>	<b>12.9%</b>			
<b>END OF SAMPLE FINES</b>				
Other Paper	0.3%	0.4%	<0.1%	0.6%
Other Plastic	<0.1%	0.2%	<0.1%	0.2%
Other Organics	1.1%	0.9%	0.5%	1.7%
Other Glass	<0.1%	<0.1%	<0.1%	<0.1%
Bottom Fines/Dirt	2.9%	2.6%	1.2%	4.6%
<b>TOTALS</b>	<b>4.4%</b>			
<hr/>				
<b>TOTALS</b>	<b>100.0%</b>			

Note: Composition based on 6 samples

**Dane County Residential Waste Composition**

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>PAPER</b>				
Newsprint (ONP)	0.6%	0.6%	0.3%	0.9%
High Grade Office Paper	0.3%	0.4%	0.1%	0.5%
Magazines/Catalogs	0.6%	0.6%	0.3%	0.8%
Uncoated OCC - Recyclable	1.4%	1.0%	1.0%	1.9%
Coated OCC	<0.1%	<0.1%	<0.1%	<0.1%
Boxboard	1.1%	0.7%	0.8%	1.4%
Cartons - Aseptic/Gable Top Containers	0.2%	0.2%	0.2%	0.3%
Mixed Paper - Recyclable	3.4%	1.2%	2.9%	3.9%
Compostable Paper	8.3%	3.4%	6.8%	9.8%
Other Paper	2.2%	1.2%	1.7%	2.7%
<b>Total Paper</b>	<b>18.0%</b>			
<b>PLASTIC</b>				
PET (#1) Bottles	0.9%	0.6%	0.6%	1.1%
Natural HDPE (#2) Bottles	0.2%	0.4%	<0.1%	0.4%
Colored HDPE (#2) Bottles	0.2%	0.6%	<0.1%	0.5%
PP (#5) Bottles	<0.1%	1.0%	<0.1%	0.4%
Other (#3, #4, #6, and #7) Bottles	<0.1%	<0.1%	<0.1%	<0.1%
PET(#1) Non-Bottle Rigid Containers &	0.2%	0.7%	<0.1%	0.5%
HDPE (#2) Non-Bottle Rigid Containers &	<0.1%	0.2%	<0.1%	0.2%
PP(#5) Non-Bottle Rigid Containers &	1.5%	1.2%	0.9%	2.0%
PS(#6) Non-Foam, Bottle Rigid Containers	0.1%	3.4%	<0.1%	1.6%
Other (#7)/Unidentifiable Non-Bottle Rigid	0.9%	1.2%	0.4%	1.5%
Rigid Non-Packaging	1.5%	<0.1%	<0.1%	<0.1%
Bulky Rigid Plastics	0.4%	0.5%	0.2%	0.6%
PE Recyclable Film	0.6%	0.2%	0.5%	0.6%
Agricultural Firlm	0.1%	0.2%	<0.1%	0.2%
Pouches	<0.1%	<0.1%	<0.1%	<0.1%
Other Flexible Films	5.3%	<0.1%	5.3%	5.3%
PS Foam (#6)	1.1%	0.2%	1.0%	1.1%
Compostable Plastics	<0.1%	<0.1%	<0.1%	<0.1%
Other Plastics	0.7%	0.6%	0.5%	1.0%
<b>Total Plastic</b>	<b>13.7%</b>			
<b>METAL</b>				
Aluminum Beverage Containers	0.7%	0.5%	0.5%	1.0%
Other Aluminum	0.5%	0.4%	0.3%	0.7%
Ferrous ("Tin") Cans	0.4%	0.3%	0.3%	0.5%
Other Ferrous Scrp	1.4%	2.1%	0.4%	2.3%
Non-Ferrous Metals	<0.1%	0.1%	<0.1%	<0.1%
Other Metal	0.3%	0.4%	0.1%	0.4%
<b>Total Metals</b>	<b>3.3%</b>			
<b>GLASS</b>				
Clear Containers - Beverage	0.9%	0.7%	0.6%	1.2%
Colored Containers - Beverage	1.0%	1.4%	0.4%	1.6%
Glass Food Containers	0.4%	0.5%	0.2%	0.7%
Other Glass	0.8%	0.8%	0.4%	1.1%
<b>Total Glass</b>	<b>3.1%</b>			

**Dane County Residential Waste Composition**

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>ORGANICS</b>				
Yard Materials - <6"	3.7%	5.5%	1.2%	6.1%
Yard Materials - >6"	0.4%	1.2%	<0.1%	1.0%
Food Scraps (Not Traditionally Edible)	9.9%	5.3%	7.6%	12.3%
Wasted Food	11.9%	5.0%	9.7%	14.1%
Diapers	4.1%	2.5%	3.0%	5.2%
Animal Waste/Kitty Litter	3.9%	4.3%	2.1%	5.8%
Bottom Fines/Dirt	2.8%	5.7%	0.3%	5.3%
Other Organic Material	1.8%	2.3%	0.8%	2.8%
<b>Total Organics</b>	<b>38.6%</b>			
<b>CONSTRUCTION &amp; DEMOLITION</b>				
Treated Wood	<0.1%	0.2%	<0.1%	0.2%
Untreated Clean Dimensional Lumber	1.4%	3.0%	0.1%	2.7%
Untreated Clean Engineered Wood	0.9%	1.8%	<0.1%	1.7%
Painted/Stained Wood	1.0%	2.3%	<0.1%	2.0%
Other Recyclable Wood	<0.1%	0.2%	<0.1%	0.1%
Rock, Concrete, Brick	0.4%	0.8%	<0.1%	0.7%
Gypsum Wallboard - Demo	0.5%	1.1%	<0.1%	0.9%
Gypsum Wallboard - Clean Scrap	<0.1%	<0.1%	<0.1%	<0.1%
Roofing Shingles	<0.1%	<0.1%	<0.1%	<0.1%
PVC	<0.1%	<0.1%	<0.1%	<0.1%
Ceramics/Porcelain Fixtures	0.2%	0.6%	<0.1%	0.5%
Other C&D	1.9%	3.0%	0.6%	3.3%
<b>Total Construction &amp; Demolition</b>	<b>6.4%</b>			
<b>PROBLEM MATERIALS</b>				
Televisions - CRT	1.6%	6.1%	<0.1%	4.3%
Televisions - Non-CRT	<0.1%	<0.1%	<0.1%	<0.1%
Other Banned Electronic Equipment	0.9%	2.6%	<0.1%	2.1%
Non-Banned Electronic Equipment	0.4%	0.5%	0.1%	0.6%
Small Electrical Appliances	0.8%	2.2%	<0.1%	1.7%
White Goods - Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
White Goods - Non-Refrigerated	<0.1%	<0.1%	<0.1%	<0.1%
Lead Acid Batteries	<0.1%	<0.1%	<0.1%	<0.1%
Other Batteries	0.3%	0.7%	<0.1%	0.6%
Fluorescent Light Tubes	<0.1%	<0.1%	<0.1%	<0.1%
Compact Fluorescent Light Bulbs	<0.1%	<0.1%	<0.1%	<0.1%
Tires	<0.1%	<0.1%	<0.1%	<0.1%
Paint	<0.1%	<0.1%	<0.1%	<0.1%
Automotive Used Oil/Filters	<0.1%	<0.1%	<0.1%	<0.1%
Household Hazardous Waste	0.1%	0.4%	<0.1%	0.3%
Sharps, Needles, Lancets	<0.1%	<0.1%	<0.1%	<0.1%
Other Problem Materials	0.1%	0.3%	<0.1%	0.3%
<b>Total Problem Materials</b>	<b>4.2%</b>			

### Dane County Residential Waste Composition

Material Components	Mean Composition	Standard Deviation	90% Confidence Limits	
			Lower	Upper
<b>OTHER WASTE</b>				
Textiles	3.4%	3.5%	1.9%	5.0%
Carpet	<0.1%	<0.1%	<0.1%	<0.1%
Carpet Padding	<0.1%	<0.1%	<0.1%	<0.1%
Wood Pallets	<0.1%	<0.1%	<0.1%	<0.1%
Bulky Items	<0.1%	<0.1%	<0.1%	<0.1%
Mattresses and Box Springs	<0.1%	<0.1%	<0.1%	<0.1%
Wood Furniture	0.5%	1.0%	<0.1%	0.9%
Aerosol Cans	0.2%	0.3%	<0.1%	0.3%
Compressed Gas Containers	<0.1%	<0.1%	<0.1%	<0.1%
<b>Total Other Waste</b>	<b>4.1%</b>			
<b>END OF SAMPLE FINES</b>				
Other Paper	0.1%	0.3%	<0.1%	0.3%
Other Plastic	<0.1%	<0.1%	<0.1%	<0.1%
Other Organics	1.7%	4.6%	<0.1%	3.7%
Other Glass	<0.1%	<0.1%	<0.1%	<0.1%
Bottom Fines/Dirt	6.5%	6.6%	3.6%	9.4%
<b>TOTALS</b>	<b>8.4%</b>			
<b>TOTALS</b>	<b>100.0%</b>			

Note: Composition based on 14 samples