



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2013-0145

Final Action: 6/18/2013

Sponsor(s): Public Works Committee

Resolution relative to accepting the proposal of Purple Cow Organics, LLC, for providing yard waste management services for a one term period (June 2013 to December 31, 2014) for an estimated sum of \$96,875.00 and optional services for logs 10" or greater at \$35/ton and soil screen of stump grindings to separate wood fiber from soil at \$6.65/ton.

WHEREAS, the Purchasing/Central Services Division has reported that it duly advertised a request for proposal for providing yard waste management services for the Department of Public Works of the City of West Allis; and,

WHEREAS, the Common Council deems it to be in the best interests of the City of West Allis that the proposal of Purple Cow Organics, LLC, be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of West Allis that the proposal dated May 29, 2013 submitted by Purple Cow Organics, LLC, for removal and disposal of approximately 3,875 tons of brush, leaves and garden debris yard waste for the estimated sum of \$96,875/year and optional services for logs 10" or greater at \$35/ton and soil screen of stump grindings to separate wood fiber from soil at \$6.65/ton for the period effective after execution of contract in accordance with City of West Allis RFP #1199 and is hereby accepted.

BE IT FURTHER RESOLVED that the Purchasing/Central Services Division be and is hereby authorized to enter a contract for the aforesaid services.

ADOPTED AS AMENDED 06/18/2013

APPROVED AS AMENDED 6/21/13

Monica Schultz, Deputy City Clerk

Dan Devine, Mayor



purplecoworganics.com

TRANSMITTAL

TO: Gene Baretto
Manager, Purchasing
City of West Allis
7525 West Greenfield Avenue
West Allis, WI 53214

DATE: 5/28/2013

TIME: _____

PHONE: _____

FAX: _____

OF PAGES: _____

FROM: Jeanne Whitish

RE: Yard Waste Management Services RFP # 1199

MESSAGE: Enclosed please find our submittal. If you have
questions or need additional information, please
contact me. Thank you.

Jeanne Whitish

**PURPLE COW
ORGANICS LLC**

P.O. Box 620856, Middleton WI 53562

Madison Area: (608) 831-0349 • Fax (608) 836-1878
Milwaukee Area: (920) 355-4042 • Fax (920) 355-4043



Purple Cow Organics, LLC is committed to conserving Wisconsin's natural resources. Letterhead printed on WI made paper with 100% certified renewable energy.



Date: 5/29/2013

Payment Terms

 % days

Net 30 days

Are credit card payments accepted?

Yes No

COMPANY NAME Purple Cow ORGANICS, LLC

AUTHORIZED SIGNATURE Jeanne Whitish

JEANNE WHITISH

Type or Print Name

TITLE CEO

ADDRESS P.O. Box 620856

Middleton WI 53562

TELEPHONE 608-831-0349 FAX 608-836-1878

E-MAIL JWHITISH@PURPLECOWORGANICS.COM



DEPARTMENT OF ADMINISTRATION & FINANCE
PURCHASING/CENTRAL SERVICES DIVISION

Gene J. Baietto, C.P.M.
Manager

Robert A. Barwick, CPSM, CPPB
Senior Buyer

414/302-8300
414/302-8321 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

purchasing@westalliswi.gov
www.westalliswi.gov

ADDENDUM #1

May 15, 2013

RFP #1199
Yard Waste Management Services

This addendum is issued to modify, explain or correct the original forms and is hereby made a part of the contract documents.

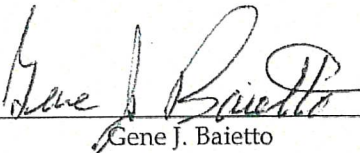
Please sign this addendum and submit it as an attachment to your proposal.

The following changes/additions are hereby made:

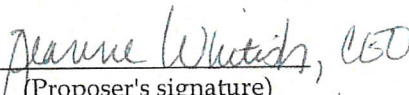
1. Section II - Scope of Work
Item F - Fee Proposal - Option 2 - Change to:
Separate (per ton) fees for each of the following components of yard waste removed from the storage site. Components c and d are optional.
 - a. Leaves, lawn thatch, weeds and garden debris
 - b. Brush
 - c. Logs, 10" or greater
 - d. Soil screening of stump grinds to separate wood fiber from soil

2. Proposal
The proposal form is replaced in its entirety with the enclosed form.

All other contract documents remain unchanged.



 Gene J. Baietto
 Manager, Purchasing/Central Services

Received by: 
 (Proposer's signature)
 Purple Cow Organics, LLC



DEPARTMENT OF ADMINISTRATION & FINANCE
PURCHASING/CENTRAL SERVICES DIVISION

Gene J. Baietto, C.P.M.
Manager

Robert A. Barwick, CPSM, CPPB
Senior Buyer

414/302-8300
414/302-8321 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

purchasing@westalliswi.gov
www.westalliswi.gov

ADDENDUM #2

May 21, 2013

RFP #1199
Yard Waste Management Services


This addendum is issued to modify, explain or correct the original forms and is hereby made a part of the contract documents.

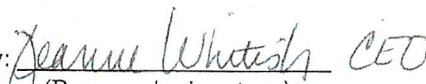
Please sign this addendum and submit it as an attachment to your proposal.

The following changes/additions are hereby made:

- 1. Question/Answer

All other contract documents remain unchanged.


Gene J. Baietto
Manager, Purchasing/Central Services

Received by:  CEO
(Proposer's signature)
Purple Cow Organics, LLC

NOTICE

Office of the
Purchasing/Central Services Division
City Hall, 7525 W. Greenfield Ave.
West Allis, WI 53214
Phone: 414-302-8300
purchasing@westalliswi.gov

May 16, 2013

Sealed proposals will be received at this office until Wednesday, May 29, 2013 at 10:00 AM for providing yard waste management services to the City of West Allis for a five year period, with annual renewals.

Proposal forms are available at this office, Room G08, and proposals must be submitted on the form furnished.

Gene J. Baietto, C.P.M.
Manager, Purchasing/Central Services

Published: 5/16/13
PCSD #1199

INSTRUCTIONS TO PROPOSERS

1. **EXAMINATIONS OF SPECIFICATIONS.** The proposer is required to examine carefully the "Advertisement", "Instructions to Proposers", "Specifications" and "Proposal" all as herein set forth, and it will be assumed that the proposer has investigated and is satisfied as to said conditions and requirements. It is mutually agreed that submission of a proposal shall be considered conclusive evidence that the proposer has made such examination and is satisfied as to all the conditions and contingencies.
2. The complete proposal volume as presented by the Purchasing/Central Services Division shall be returned as received, after it has been properly filled out, in a sealed envelope marked PROPOSAL and indicate the type or description of the materials to which it applies and the name of the proposer, and deliver it or have it delivered to the Purchasing Division, Room G08 in the City Hall, on or before Wednesday, May 29, 2013 at 10:00 AM.
3. **PROPOSAL PRICES.** The City of West Allis is to be protected against any increase above the prices in this proposal until all services covered by this proposal have been delivered as defined herein
4. **TRANSPORTATION CHARGES.** The City will assume no transportation or handling charges other than specified in this proposal.
5. **PAYMENT.** All invoices paid in the month following receipt and acceptance of services will be considered as being paid within the cash discount period.
6. **REJECTION OF PROPOSALS.** The right is reserved by the Purchasing Agent to reject any or all proposals, to waive technicalities, to award items or groups separately, or to accept any proposals, which it may deem for the best interests of the City. The Purchasing Agent reserves the right to disregard the proposal of any proposer who fails to present, if required, satisfactory evidence that said proposer has successfully completed contracts of similar character to those for which proposals are here invited.
7. **TAX.** The City of West Allis is exempt from Federal Excise Tax and State Sales Tax.
8. **NONDISCRIMINATION STATEMENT.** The City of West Allis does not discriminate against individuals on the basis of race, color, religion, age, marital or veterans' status, sex, national origin, disability, or any other legally protected status in the admission or access to, or treatment or employment in, its services, programs or activities.
9. **AMERICANS WITH DISABILITIES ACT NOTICE.** Upon reasonable notice the City will furnish appropriate auxiliary aids and services when necessary to afford individuals with disabilities an equal opportunity to participate in and to enjoy the benefits of a service, program or activity provided by the City.
10. **LIMITED ENGLISH PROFICIENCY STATEMENT.** It is the policy of the City of West Allis to provide language access services to populations of persons with Limited English Proficiency (LEP) who are eligible to be served or likely to be directly affected by our programs. Such services will be focused on providing meaningful access to our programs, services and/or benefits.
11. **INFORMATION.** The information given in the proposer's proposal must be sufficient, in the opinion of the City of West Allis, to enable the City to select services that it deems suitable for its needs.
12. **AWARD AND EXECUTION.** The Common Council will consider the proposals received.

The contract and rights and duties resulting there from are to be construed according to the laws of the State of Wisconsin.

CITY OF WEST ALLIS

SPECIFICATION

RFP #1199

- Yard Waste Management Services -

I. GENERAL

- A. Contractor shall indemnify and hold the City of West Allis harmless from claims for damages, which may be sustained by any person arising out of an act or omission of contractor or its agents or employees in connection with the performance of the Agreement.
- B. Contractor shall maintain, and a Certificate of Insurance shall be furnished for Worker's Compensation, Comprehensive General Liability, including Contractual Liability, and Automobile Liability insurance for any claims that may arise from operations under this contract in the following amounts:

Bodily Injury	\$1,000,000	each occurrence
	2,000,000	aggregate
Umbrella Coverage	5,000,000	
Property Damage	500,000	each occurrence
	500,000	aggregate
Automobile Liability	1,000,000	each accident
Worker's Compensation		per State Statute

Certificates of insurance, in a form satisfactory to the City Attorney, shall be filed with the City and shall provide 30 days written notice of cancellation and 10 days written notice of non-payment of premium.

- C. Upon submission of a proposal to the City of West Allis the offer to perform contractual services may not be withdrawn by the contractor for a period of 30 days to allow the City of West Allis the opportunity to take official action.
- D. Contract may be unilaterally terminated by the City for non-performance or inadequate service upon a 10-day advance notice.
- E. Payment will be made on a monthly basis upon receipt of an itemized invoice detailing services performed.
- F. No part of the contract shall be subcontracted without prior written consent of the City of West Allis. Contractor shall retain full responsibility for all work performed.

II. SCOPE OF WORK

A. GENERAL INFORMATION

The work under this contract consists of the removal and disposal of approximately three thousand eight hundred seventy-five (3,875) tons of yard waste collected each year by the City of West Allis and temporarily stored at its site located at 3601 S. 116 Street. In 2012 this yard waste was comprised of approximately three hundred twenty-five (325) tons of brush and three thousand five hundred fifty (3,550) tons of leaves and garden debris. Note: The City of West Allis does not accept grass clippings with its yard waste collections.

B.

DEFINITIONS:

Brush means woody plant material no larger than 10" in diameter

City means the City of West Allis, Wisconsin – the Department of Public Works is the City's representative

Contract means this contractual agreement

Composting means the biological decomposition and stabilization of yard wastes

C.P.I. means the "Consumer Price Index" (1967+100 Urban Wage Earner and Clerical Workers) (Milwaukee Metropolitan Area)

DNR means the Wisconsin Department of Natural Resources

Environmental Condition means the presence or absence of hazardous material

Grindings means the product those results after woody plant materials are processed through a tub grinder or similar equipment.

Hazardous Material means any substances, materials and/or wastes that are regulated under local, state or federal environmental law or regulation.

Logs means woody plant material with a diameter greater than 10"

Normal Work Day means a weekday between the hours of 7:00 AM and 3:30 PM.

Storage Site means the City of West Allis site located at 3601 S. 116 St.

Ton means 2000 pounds.

Wood Chips means the product that results after woody plant materials have been processed through "brush-chipper" type equipment.

Work means the labor and equipment necessary to process and remove the yard waste from the City's storage site.

Yard Waste means leaves, lawn thatch, vegetative yard and garden debris, logs of less than 10" in diameter, brush and/or derivatives

Yard Waste Facility or Facility means the land, improvements thereon, and equipment owned or under the control of the contractor that is necessary for the performance of this contract and is duly licensed and permitted by the DNR

C.

TERM OF CONTRACT

The City anticipates that the existing Yard Waste Storage Facility will be developed sometime in the not too distant future. As such, this five (5) year contract shall be subject to annual renewals as described herein.

1. Initial Term of Contract

The provisions of this contract shall become effective after execution of contract. This contract shall expire at 11:59 PM, Central Standard Time, on December 31, 2014.

2. **Renewal of Contract**
Both parties may mutually agree to renew this Contract for up to four (4) additional one (1) year periods. Such agreement shall be reduced to writing not less than ninety (90) days prior to the expiration of the contract in any given year.

D. RESPONSIBILITY OF THE CONTRACTOR

For the term of the contract and any subsequent renewal, the Contractor shall:

1. Obtain and maintain all state, county and municipal permits, licenses and authorizations necessary to operate a yard waste composting facility; and provide copies of the aforementioned to the City upon demand.
2. The contractor shall be required to have all the necessary Emerald Ash Borer Compliance Agreements with the Wisconsin Department of Agriculture, Trade and Consumer Protection. All "Regulated Articles" as defined in ATCP 21.17 of the Wisconsin Administrative Code (see attachment), generated from the City of West Allis must remain in the quarantine area unless the contractor obtains additional outside the area Compliance Agreements with DATCP, including becoming a Certified Firewood Dealer if necessary. For additional information contact Wisconsin Department of Agriculture, Trade and Consumer Protection, Anna Healy (608) 244-4546, or Christopher Deegan (608) 244-4573. Copies of the compliance agreements must be provided to the City of West Allis within thirty (30) days of the award of the contract.
3. Process and/or haul the yard waste collected by the City from the storage site except as otherwise provided herein.
 - A. All brush stored on the City's storage site shall be processed and/or hauled from the site whenever quantities exceed 4,000 cubic yards
 - B. All yard, waste except brush, collected in any calendar year, shall be removed from the City's storage site prior to April 1 of the following calendar year.
4. Provide a certified truck scale for purposes of weighing all loads. The scale shall measure and print out gross, tare and net weights. If the truck scale is inoperable, estimates shall be based on previous experience and with the approval of the City.
5. Provide all equipment and labor necessary to either direct haul brush up to 10 inches in diameter and 12 feet in length or reduce such brush by chipping, grinding or shredding prior to hauling from the storage site to the contractor's facility.
6. Be responsible for all repairs and maintenance of all equipment owned and operated by the contractor, its agents or successors and utilized for the processing and/or hauling of brush or its derivatives and other yard waste.
7. Perform all work associated with processing and hauling yard waste from the storage site during normal work hours.
8. Schedule all work to be performed at the site with the City at least 24 hours prior to the start of the work on any given day.
9. Notify the City before 7:00 AM on any day when work which the contractor has scheduled must be canceled. Should the contractor fail to abide by this provision and not show up on any day that City personnel have been dispatched to the storage site to assist the contractor, as provided in this document, the City reserves the right to bill the contractor

for any and all labor and equipment charges incurred. These charges shall be deducted from the next monthly billing invoice.

E. RESPONSIBILITY OF THE CITY

For the term of the contract and any subsequent renewal, the City shall:

1. Provide to the contractor all yard waste collected or received by the City excluding an amount of wood chips to be retained for other uses. The City makes no representation or warranty with respect to the environmental condition of the yard waste. The contractor shall have the right to inspect all yard waste and may refuse the loads that the contractor believes, in its sole and reasonable discretion, contains any hazardous materials. Upon acceptance of the yard waste, the title to all such waste shall be vested in the contractor.
2. Provide one end loader and operator for the purposes of loading the contractor's brush grinding equipment, stockpiling the processed brush and loading the contractor's trucks used to haul the yard waste and processed or unprocessed brush.

F. FEE PROPOSAL

The contractor's fee proposal may be in ONE of two formats:

Option #1 - One (per ton) fee for all yard waste removed from the storage site.

Option #2 - Separate (per ton) fees for each of the following two components of yard waste removed from the storage site

- a. Leaves, lawn thatch, weeds and garden debris.
- b. Brush

G. PAYMENT SCHEDULE

For purposes of this contract, the City agrees to pay the following tipping fee (processing and hauling rate) for the initial one (1) year period of the contract and, for any subsequent year in which the contract is renewed. This tipping fee represents the rate for each ton of yard waste removed from the City's storage site by the Contractor.

Execution date of contract thru December 31, 2014	Bid Price
January 1, 2015 thru December 31, 2015	2014 Price + CPI escalator/de-escalator
January 1, 2016 thru December 31, 2016	2015 Price + CPI escalator/de-escalator
January 1, 2017 thru December 31, 2017	2016 Price + CPI escalator/de-escalator
January 1, 2018 thru December 31, 2018	2017 Price + CPI escalator/de-escalator

H. CONTRACT DOCUMENT

This contract sets forth all of the covenants, promises, condition terms, obligation and understandings between the contractor and the City. There are no covenants, promises, condition, terms, obligations or understandings, either oral or written, other than what is set forth in this contract.

No alteration, amendment, change or addition to this contract shall be binding upon the contractor or the City unless reduced to writing and signed by both the contractor and the City.

I. LAW TO GOVERN

This contract is entered into and is to be performed in the State of Wisconsin. The law of the State of Wisconsin shall govern the rights, obligations, duties and liabilities of the parties to this contract and shall govern the interpretation of this contract.

CITY OF WEST ALLIS

PROPOSAL

RFP #1199

Yard Waste Management Services

Purchasing/Central Services
West Allis, WI

We hereby propose to furnish the following service in accordance with City of West Allis specifications, at the following price:

Please specify proposed fee. Select ONE of two formats.

Option One: Per ton fee for the processing/ removal and disposal of all types of yard waste from the City's storage site.

 2013 Price per ton in writing

\$ _____
 2013 Price per ton - numerical

Option Two: Per ton fee for processing/removal and disposal of each of the following two components of yard waste from the City's storage site (requires two different prices).

Component "a" Leaves, lawn thatch, vegetative yard and garden debris

 2013 Price per ton in writing

\$ _____
 2013 Price per ton - numerical

Component "b" Branches and brush

 2013 Price per ton in writing

\$ _____
 2013 Price per ton - numerical

Date: _____

Payment Terms

_____ % _____ days

Net _____ days

Are credit card payments accepted?

Yes _____ No _____

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

Type or Print Name

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

E-MAIL _____

Intrastate (within Wisconsin) Movement of Regulated Articles from EAB Quarantined Areas

ATCP 21.17 Emerald ash borer; import controls and quarantine. (1) IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7 CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7 CFR 301.53-3 and located in this state.

Note: The United States department of agriculture, animal and plant health inspection service (USDA-APHIS) periodically updates the list of regulated areas in 7 CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR. Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the department's website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

(2) REGULATED ITEMS. The following are regulated items for purposes of sub. (1):

- (a) The emerald ash borer, *Agilus planipennis* Fairmaire, in any living stage.
- (b) Ash trees.
- (c) Ash limbs, branches and roots.
- (d) Ash logs, slabs or untreated lumber with bark attached.
- (e) Cut firewood of all non-coniferous species.
- (f) Ash chips and ash bark fragments (both composted and un-composted) larger than one inch in diameter.
- (g) Any other item or substance not listed in sub. (2) that may be designated as a regulated item if a pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

(3) INSPECTED AND CERTIFIED ITEMS; EXEMPTION. Subsection (1) does not prohibit the shipment of a regulated item if a pest control official in the state or province of origin does all of the following:

- (a) Inspects the regulated item.
- (b) Certifies any of the following in a certificate that accompanies the shipment:
 1. The regulated item originates from non-infested premises and has not been exposed to emerald ash borer.
 2. The regulated item was found, at the time of inspection, to be free of emerald ash borer.
 3. The regulated item has been effectively treated to destroy emerald ash borer. The certificate shall specify the date and method of treatment.
 4. The regulated item is produced, processed, stored, handled or used under conditions, described in the certificate, that effectively preclude the transmission of emerald ash borer.



DEPARTMENT OF ADMINISTRATION & FINANCE
PURCHASING/CENTRAL SERVICES DIVISION

Gene J. Baletto, C.P.M.
Manager

Robert A. Barwick, CPSM, CPPB
Senior Buyer

414/302-8300
414/302-8321 (Fax)

City Hall
7525 West Greenfield Avenue
West Allis, Wisconsin 53214

purchasing@westalliswi.gov
www.westalliswi.gov

RFP #1199
Yard Waste Management Services

NOTE: THIS PAGE IS TO BE COMPLETED ONLY IF YOUR FIRM IS NOT RESPONDING TO THIS RFP

In order to assist the Purchasing Division of the City of West Allis in evaluating and improving our solicitation process, we are asking that you complete this form and return it via fax (414-302-8321).

If we do not receive this form by the opening date of the RFP, we will assume that you can no longer supply this commodity/service and your name may be removed from our vendor list for this item.

- 1. We do not feel we can be competitive.
- 2. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- 3. We do not furnish the items/services requested in the Request for Proposal.
- 4. Insufficient time to respond.
- 5. We cannot meet your required delivery schedule.
- 6. We do not have sufficient staffing at this time.
- 7. Please remove our name from this category in the vendor list.
- 8. The terms and conditions of the Request for Proposal document are restrictive. Our objections are:

- 9. Other: _____

FIRM NAME

DATE

SIGNATURE

PHONE