

UPDATE FROM JULY 15 MEETING OF PLAN COMMISSION

At the July 15 Meeting The Plan Commission Determined to:

1. Review truck routes
 - a. See EX 1: a truck count from Dynamic
2. Retrieve and review Holland Records
 - a. See EX 2: The report sent to us from the Town
 - b. Offered an opportunity to review record
 - c. Town decision is subject to certiorari review
3. Get DNR input on feasibility of project and ability to perform the conditions imposed (particularly with regard to waste water quality and disposal).
 - a. DNR here to answer questions
4. Have the accessor review the impact of the project of surrounding properties
 - a. See EX 3: attached

The Public Comment Session on July 15 Resulted in the Following Questions:

1. What happens if the farmers don't take the water back- flooding issue?
2. What happens if we are not paid on a PILOT?
3. Has there ever been a digester as big as this one that has performed successfully?
4. Will there be additional trucks,
5. What happens if the 2 big farms don't participate?
6. How can we be sure it will only be 40 more trucks?
7. Are there issues with other chemicals such as phosphorus?
8. If there is a pollution problem who pays?
9. Have any of these digesters been successful on a long term basis?
10. What happens if Dynamic goes belly up?
11. Who will make sure the DNR does its job?"
12. How many trucks are hauling manure now?
13. How will the high capacity well affect surrounding wells?
14. How will this affect property values?

Issues raised by other sources:

County Questions:

1. If the waste water discharge permit the developer is seeking would allow more phosphorus to be released in to the East River watershed.
2. If the discharge and emissions from the digester would be detrimental to the environment or potentially harmful to Brown County residents.
3. If the waste water treatment methodology being proposed by BC Organics is first time this technology has been installed and continuously operated at a manure digester that discharges treated waste water as clean water.
4. If the waste water treatment methodology has not been proven viable on this scale for an anaerobic dairy manure digester.

Board Member Questions:

1. What will the effluent discharge limits be, and how often are they monitored. Will dissolved oxygen and oxidant reduction potential be monitored?
2. The town is required to perform hydraulic studies for size change of culverts I would certainly think that a study would need to take place considering all downstream effects? March we had East River flooding where it reached people's homes and closed roads.
3. The recreational snowmobile trail crosses the east river and question if the water is discharged at higher temps and not allowing a freeze up as it has in the past. This also a safety concern for other folks that use the river recreationally in the winter.
4. Will there be any hardness or buffering added to the water before releasing to the environment?
5. Will there be any contaminant monitoring of the concentrated liquid fertilizer? Will Endocrine Disrupting Compounds (including estrogen) and other Contaminants of Emerging Concern be monitored?
6. Is there a performance standard for the volume of clean water recovered from the manure? What happens to the water if it does not meet performance standards?
7. Will Dynamic Group agree to operation of the system for at least half of the contract period? What if it was sold assuming all agreed terms of the Conditional Use would transfer to new operator.
8. Who is financially liable if Dynamic Group breaks contract or becomes insolvent?
9. Will bonding be in place with the Town of Wrightstown for reclamation in the event the digester becomes not operational.
10. On 12/13/2018 the Town of Wrightstown experienced an environmental incident where manure was applied to frozen ground and a considerable amount of manure runoff into the East River. As a conclusion of the event after discussion with Brown County and WIDNR there wasn't any penalties imposed to the farmer. It was explained that the farm is under the CAFOs (Concentrated Animal Feeding Operations) under the U.S. EPA Clean Water Act's pollutant discharge permit program. It was also explained that being regulated under CAFO there isn't an enforceable penalty for the incident and that the WI DNR would need to take civil actions to impose any sort of penalty. Which they indicated that wouldn't likely happen. Knowing that the incident was from a user of the proposed digester would there really be any enforceable actions that the town can even legally impose related to non-truck route use, noise, water or light pollution?
11. Who will perform the testing of the water being discharged? For instance, the sanitary district has a town employee along with our engineering firm pull the samples and we have another company performing the tests.
12. It would be beneficial to see a utility plan in regards to where and how the manure and clean water will get to and from the farms to the digester. At the last planning commission comments were made by participants that if this works we could use the water for cattle it didn't seem like that was an immediate plan of action. Will clean water lines and storage systems be in place when the digester would start up?
13. Is there any concerns or measures we can put in place to protect our municipal water source for the required high capacity well that is needed for the proposed project?

Other Documents Received:

1. RFP by Brown County see EX 4

Kalny, James M.

From: Ron Dinys <rddiny@gmail.com>
Sent: Monday, August 05, 2019 9:37 AM
To: Kalny, James M.
Subject: Fwd: Truck Routes

Sent from my iPhone

Begin forwarded message:

From: Dan Nemke <dan.nemke@dynamicgrp.us>
Date: July 29, 2019 at 12:04:30 PM CDT
To: "gpahl27@yahoo.com" <gpahl27@yahoo.com>
Cc: Rick Gerbers <rjgerbers@yahoo.com>, Bill Verbeten <williamverbeten@yahoo.com>, "rddiny@gmail.com" <rddiny@gmail.com>, Duane Toenges <duane.toenges@dynamicgrp.us>, "Dan Meccariello" <dan.meccariello@dynamicgrp.us>
Subject: Truck Routes

Gary,

Following up from your call, attached is the map with the proposed truck routing along with the names and locations of the participating farms.

The summary for the routing is:

Gold Dust Dairy – 10 loads/day – State Hwy. 57 to County IL

New Horizons Dairy – 7 loads/day – Rosin Road to County D to State Hwy. 96 to State Hwy 57 to County IL

Brightside Dairy – 4 loads/day – County D to State Hwy. 96 to State Hwy 57 to County IL

Woldt Dairy – 9 loads/day – County PP to County Z to State Hwy. 57 to County IL

Wall Dairy – Less than 1 load/day (typically only in the spring when his pit is full) – County Z to State Hwy. 57 to County IL

Brickstead Dairy – 2-3 loads/day – Wayside Road to State Hwy. 57 to County IL

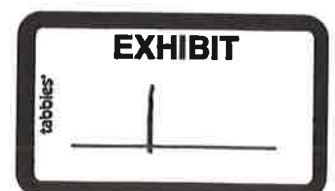
Total of 33-34 manure trucks per day. All manure trucks will be 6,000 gallon tanker semi-trucks with a max. weight of 80,000 lbs.

Dried Fiber Trucks – 5-6 loads/day – County IL to State Hwy 57 and north or south on State Hwy. 57 to the end customers

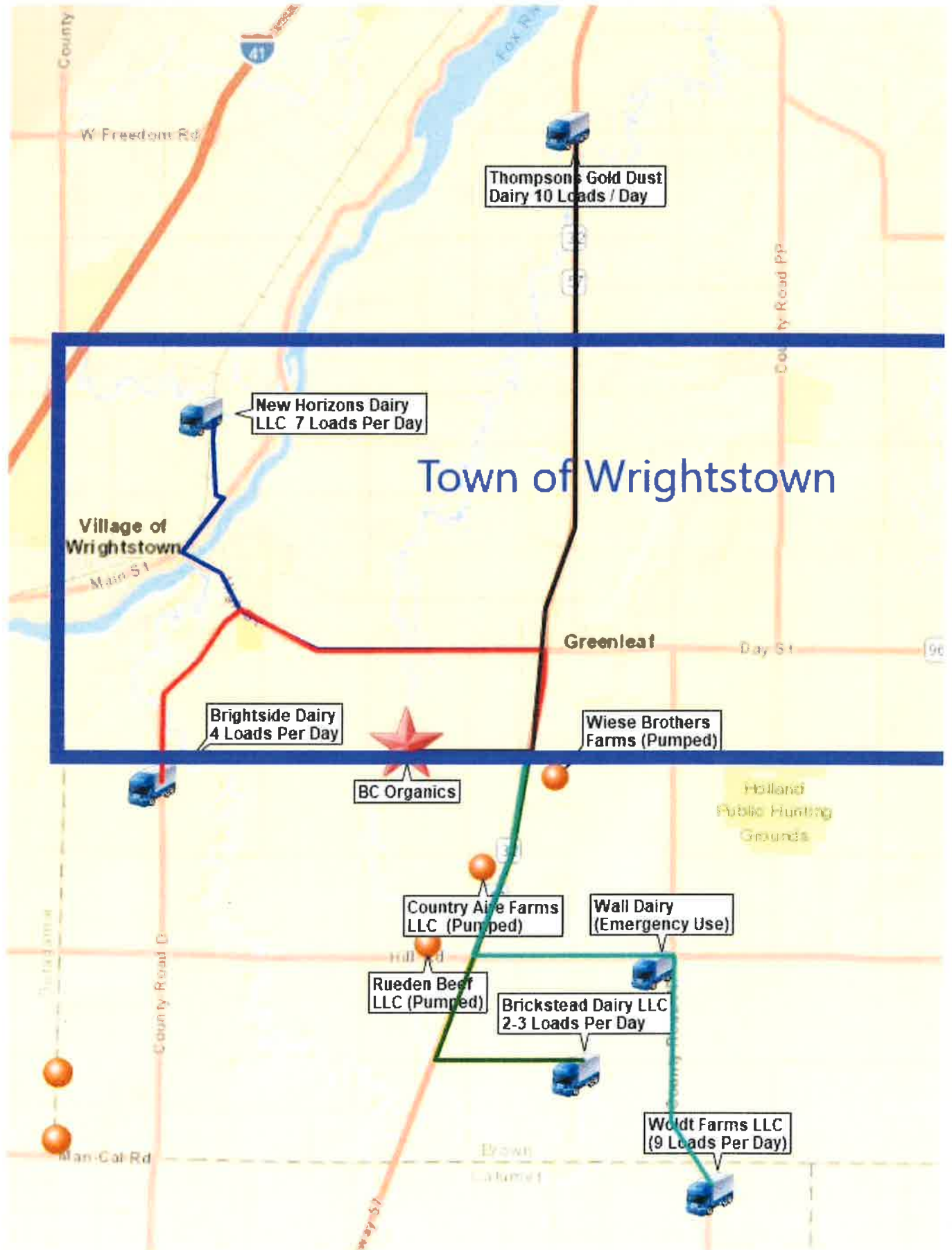
The dried fiber trucks will either be semi dump trailers or walking floor trailers with a max. weight of 80,000 lbs.

With both the manure trucks and fiber trucks, there will be a total of 39-40 trucks per day to the site.

Please let me know if you have any questions or need any further information.



BCO Truck Routes



BC Organics Digester Project Description

The BC Organics Project is a community manure digester system which includes wastewater treatment following the digestion process. The plant is designed to process manure from neighboring farms and substrates and convert it into renewable natural gas, a soil amendment product, fiber for bedding and a liquid fertilizer product. The facility is anticipated to produce 1,800 MMBtu/day of renewable natural gas and treated water for reuse or discharge. The goal of the project is to produce renewable energy while reducing the impact of manure on the environment.

BC Organics will process manure from the Wiese Brothers Dairy, Country Aire Farms, Rueden Beef, Thompson's Gold Dust Dairy, New Horizons Dairy, Brickstead Dairy, and Wall Dairy facilities. Force mains will deliver manure from the Wiese Brothers Dairy and Country Aire Farms facilities. Liquid manure from the other farms will be trucked to the facility and unloaded in an enclosed Receiving Building. The manure will flow by gravity to two 1 MG below-grade raw manure storage tanks adjacent to the Receiving Building (*Figure 1A*). As currently designed, approximately 83% of the manure volume will be pumped and 17% will be trucked to the site.

Liquid wastes/co-substrates (food and beverage by-products from industries) will be delivered to the site and unloaded to one (1) of two (2) 100,000 gallon bolted stainless steel storage tanks located next to the Receiving Building. The substrates will be processed separately in the Substrate Digester. From the storage tanks, the manure and substrates will be fed to the digesters on-site. Both the manure and substrates will pass through the Process Building where the flow will be measured. The manure will be directed to the fifteen (15) manure digesters and the substrates will be directed to the (1) substrate digester. The process building will also house the hot water boilers that will be utilized to provide the heat for the digesters and electrical/controls (*Figure 1A*).

Additionally, the manure and substrate receiving building will also have (2) 50,000 gallon above ground stainless steel storage tanks for the concentrates from the ultrafiltration and forward osmosis processes. These tanks will allow the trucks that are transporting the manure to the site to be reloaded with concentrates for delivery back to the farm without having to move their trucks while on site. It will also allow the forward osmosis concentrated nutrients to get pumped back to the neighboring farms or for the ultrafiltration concentrate to be recycled back into the process (*Figure 1B*).

Each of the 16 digesters consists of a 1,378,000 gallon above ground bolted stainless steel tank that has a series of internal mixers, stainless steel tubes inside the digester with hot water flowing through them to maintain the 95-100°F temperature required to maintain the biological activity inside the digester, a dual membrane roof in which the outer membrane remains fully inflated for weather protection while the inner membrane is allowed to raise and fall to provide variable biogas storage space, a stainless steel pipe to remove the biogas from the top of the tank, and insulation and siding around the outside of the tank. The digesters are designed to provide a hydraulic retention time of 20 to 25 days. During this period, the volatile organics in the manure and substrates are broken down by bacteria inside the digesters which produces biogas. Following the digestion process, the manure digester effluent (digestate) will be pumped from the digesters, through the process building where the flow will be measured and then directed to the two (2) 100,000 gallon digestate storage tanks (*Figure 1A*).



The manure digestate will be pumped to a bank of nine (9) screw press separators to separate the coarse solids from the liquid. The substrate digestate will be pumped directly from the substrate digester to a single screw press separator (*Figure 1A*). The solids from all the screw press separators will be processed through a pair of rotary drum dryers to reduce the moisture from approximately 70% to about 40% (*Figure 1B*). This process will also significantly reduce the pathogens in the solids. The solids will be conveyed to the Fiber Storage area of the Fiber Building. The solids will be available for use as bedding or transported to a horticultural wholesaler for use as a soil amendment product.

The liquids from the screw presses will flow by gravity into three pressate storage tanks, one which is reserved for industrial waste (substrates) pressate. The liquid pressate will be pumped from these tanks to a stainless steel ultrafiltration (UF) system. The UF system is comprised of $\frac{3}{4}$ " tubular membranes with an average pore size of 0.02 microns. The liquid pressate is pumped through the inside of the tubular membranes, which retain nearly all suspended solids, phosphorus, organic nitrogen, and pathogens. The liquid that passes through the wall of the tubular membranes is a transparent fluid called the UF permeate and is collected in the UF permeate storage tank. The material which does not pass through the wall of the tubular membranes is a slurry called the UF concentrate. The UF concentrate is collected in the UF concentrate storage tank adjacent to the manure receiving building in order to be recycled back through the digestion process or supplied back to the farms for storage and land application (*Figure 1B*).

The UF permeate from the storage tank is pumped through a forward osmosis (FO) system comprised of membrane elements arranged into groups called stacks. As the UF permeate flows through each membrane element, water is extracted through the membrane and into a salt water solution. The concentrated UF permeate which exits the stacks is called the FO concentrate and is collected in a storage tank for later evaporation to create sellable fertilizer rich in ammonia nitrogen and potassium (*Figure 1B*).

The salt water solution is pumped into a high-pressure reverse osmosis (RO) system, which is comprised of spiral-wound RO membranes in horizontal fiberglass housings. The RO system produces a clean water product called RO permeate and a brine called RO reject. The RO permeate is collected in the RO permeate storage tank and the RO reject is pumped back to the FO system to recycle the salt water solution (*Figure 1B*).

The RO permeate is processed prior to final discharge to ensure it meets all WPDES permit standards. First, the RO permeate is aerated to remove unwanted dissolved gases and increase the concentration of dissolved oxygen. During this process, an oxidizer such as hydrogen peroxide may also be added. Next, the aerated water will be pumped through a low-pressure RO system which generates a second RO permeate and RO reject. This RO reject will go back to the UF permeate tank to be processed by the FO system again. The RO permeate from the low-pressure RO system will pass through an ion-exchange system to remove any remaining ammonia nitrogen. Finally, the water temperature will be adjusted, and some hardness will be added. The final clean water will be stored in a tank that will allow the facility to re-use the water onsite, send a portion of it back to the participating farms to offset their groundwater usage, or discharge it (*Figure 1B*).

The evaporation process removes water from the FO concentrate as water vapor, which is then condensed and collected in the RO permeate storage tank. The concentrated product from the

evaporator is stored in a 1,370,000 gallon above ground bolted stainless steel tank which will utilize a digester roof to prevent rain or snow from entering the tank and diluting the product (*Figure 1B*).

The biogas that is produced by the digester tanks is stored in the headspace of the tanks at a pressure of 2" - 4" of water column until it is ready to be processed by the biogas upgrading system. A hydrogen sulfide removal system removes the hydrogen sulfide from the biogas and converts it into an elemental sulfur cake that can be blended with the fiber or provided to the farms as a micronutrient supplement. The carbon dioxide is vented from the system and the methane is captured and sent to a drying process. This drying process ensures the methane gas meets the water requirements of the interstate natural gas pipeline. The water from the drying process will be directed to the digestate storage tank. In the event the biogas upgrading system is down, the biogas can be combusted in an enclosed flare. The flare can also combust any renewable natural gas produced by the system that does not meet the specifications of the natural gas pipeline if necessary.

Biogas contains approximately 55 to 65% methane while natural gas is typically 95 to 99% methane. By removing the carbon dioxide and trace contaminants from the biogas, it can be upgraded to pipeline quality natural gas. The renewable natural gas is piped to the injection point at the interstate natural gas pipeline where it is tested for quality, compressed to pipeline operating pressure, and injected into the natural gas pipeline system.

The goals for the project are to convert the manure into soil amendment products, a liquid organic nitrogen and potassium fertilizer, and water. The neighboring farms intend to use a portion of the RO water to meet their needs in place of using groundwater. By recycling this water through the system and back to the farms, it will reduce the demand for groundwater from the local aquifer. Following the digestion process, the pathogens and odor in the manure will be significantly reduced providing a safer and less offensive fertilizer product. Also, by removing the water and concentrating the nutrients, less can be applied per acre, reducing the risk of surface runoff or infiltration to groundwater. Finally, the ultimate goal of the project is to convert a majority of the manure into an organic fertilizer product that can be exported from the watershed.

Below is a summary of topics considered during the department's review and the most common questions and comments from the public regarding this project:

1. *DNR authorities regarding this project:*

- Wisconsin Pollutant Discharge Elimination System (WPDES) Construction Site Storm Water Runoff Discharge General Permit(s) – ch. NR 151, Wis. Adm. Code.
- Discharges into wetlands General Permit(s) – s. ch. 281.36, Wis. Stats.
- Air Construction Permit – s. ch. 285, Wis. Stats., and ch. NR 400-499, Wis. Adm. Code.
- Air Operations Permit – s. ch. 285, Wis. Stats., and ch. NR 400-499, Wis. Adm. Code.
- Wastewater WPDES Industrial Permit and Water Quality Trading to comply with Lower Fox TMDL – ss. 283.31 and 283.84, Wis. Stats.

- Plan and specifications approval - s. 281.41, Wis. Stats.
- Special Waste Management Plan modification – s. NR 506.09(1), Wis. Adm. Code.

2. *Wastewater Program Actions Related to WEPA ch. NR 150, Wis. Adm. Code*

The following actions do not require environmental analysis under ch. NR 150, Wis. Adm. Code because they are considered minor actions:

- s. NR 150.20(1m)(k), Wis. Adm. Code: Approval action associated with a permit. An example of this minor action is approval of industrial substrate clients.
- s. NR 150.20(1m)(t), Wis. Adm. Code: Approval of construction plans and specifications under s. 281.41, Stats.
- s. NR 150.20(1m)(ug): Approval of land application management plan. A management plan is required pursuant to ss. NR 214.17(6) and 214.18(6), Wis. Adm. Code for industrial permittees with landspreading operations. NR 214 landspreading limits are nitrogen and chloride based and do not include phosphorus-based requirements similar to the NRCS 590 Standard or ch. NR 243, Wis. Adm. Code.
- s. NR 150.20(1m)(ur): Approval of land application sites. Although considered a minor action, the Wastewater Program has considered exempting BC Organics of the site approval requirements in ss. NR 214.17(2) and 214.18(2), Wis. Adm. Code if BC Organics can justify an exemption in accordance with s. NR 214.06, Wis. Adm. Code. It's assumed many of the participating farms are already operating under NRCS 590 NMPs which is one of the driving factors for the exemption. A variance to Department rule requirements could be considered a minor action in accordance with s. NR 150.20(1m)(jg), Wis. Adm. Code.

There are a few other minor actions related to the Wastewater Program functions that could occur but are not listed because they are not considered to be potentially controversial.

The following action does not require environmental analysis under ch. NR 150, Wis. Adm. Code because it is considered an integrated analysis action.

- s. NR 150.20(2)(a)(3g.), Wis. Adm. Code: Issuance of a WPDES permit for new source discharges subject to an antidegradation review. The Water Quality Based Effluent Limits (WQBEL) process would calculate the appropriate limits in accordance with ch. NR 207, Wis. Adm. Code for the receiving water to assimilate the pollutants in the effluent from BC Organics.

3. *Air Program Actions related to WEPA ch. NR 150, Wis. Adm. Code.*

An air pollution control construction permit that does not require review under chs. NR 405 or 408, Wis. Adm. Code, is considered a minor action under s. NR 150.20(1m)(o), Wis. Adm. Code

and as such, is compliant with WEPA and does not require a determination prior to permit issuance.

The issuance of an initial operation permit under ss. 285.60, and 285.62 Wis. Stats., is considered an integrated analysis action under s. NR 150.20(2)(a)4., Wis. Adm. Code. For further discussion on environmental impacts, please see the attached Environmental Analysis Questionnaire. Actions specified under s. NR 150.20(2), Wis. Adm. Code, require a WEPA compliance determination under s. NR 150.35, Wis. Adm. Code, but do not require any separate environmental analysis under ch. NR 150, Wis. Adm. Code. The Department has determined that this type of proposal is not expected to have the potential to cause significant adverse environmental or secondary effects.

4. *A digester of this size does not exist in Wisconsin where such a significant volume of manure is processed. The project scope involves processing 50,000 gpd of manure via pipeline and 113,000 gpd via truck. Additionally, 50,000 gpd of other substrates will be processed by the facility.* ?

While this may be the largest of its size, there are facilities in Wisconsin operate in a similar function.

5. *Concerns have been raised that this project needs to include substrates (non-manure agricultural waste) in addition to manure to be economically viable and because of this the applicant may opt to reduce the amount of manure it accepts in favor of accepting additional Substrates.*

The department does not have the authority to consider the economic viability of the proposed project when making permit decisions. Based on discussions with and the information submitted by the applicant, the applicant recognizes that the amount of energy needed to process manure exceeds the energy output, however the applicant has stated the cost of the energy needed for processing manure is not the same as the revenue generated from the sale of the generated biofuel. Therefore, comparing the processing costs for processing a volume of manure to the amount of biofuel generated from that volume is not an accurate way to determine the economic viability of the project. There are additional revenue streams included in the project as proposed other than the sale of biofuel.

The applicant has proposed to limit the amount substrates it will process to 7% monthly of the total materials digested.

6. *What types of substrates will the applicant accept? If the applicant proposes to change the type of substrates it accepts the facility may need to be rezoned according to the Town ordinance.*

The department typically allows any industrial waste that meets s. NR 214.02(1), Wis. Adm. Code to be accepted. Permits of this nature include conditions that outline the requirements to accept new waste streams. Conditions of the permit do not allow acceptance of toxic and hazardous pollutants. The Department typically would not arbitrarily limit the amount of industrial waste that can be processed at a facility like this. Storage of mixed waste is acceptable

to the Department as long as the storage tanks/units are designed to the more restrictive of the applicable codes to store each waste.

The applicant may propose to limit the volume of substrates accepted in order to justify exemptions from chs. NR 213 and 214, Wis. Adm. Code. Wastes regulated would typically align with the ones listed in s. NR 214.02(1), Wis. Adm. Code. The permittee is considered an industrial WPDES permittee and not an animal feeding operation WPDES permittee.

The applicant has specified the types of substrates it will accept to include dissolved air flotation (DAF) waste from milk, cheese, yogurt, butter, and ice cream processing plants, whey and whey permeate out of cheese plants, spoiled/contaminated milk products, off specification yogurt and butter products, fruit and vegetable waste from food processors, potato peels and potato waste from potato processing plants, spent grains from local breweries and distilleries, and by-products out of the malting industry.

The Town of Holland controls Town ordinances and will make a zoning determination for the facility.

7. *Air Construction Permit Review.*

When the air program issues an individual construction permit we include a written summary of all applicable requirements and how emissions were calculated in a document called the Preliminary Determination. While the Preliminary Determination will not be open for comments as it is considered a final document it will be available for reference. The permit will include all applicable state and federal requirements and undergo air quality modeling to ensure the emissions meet the national ambient air quality standards.

8. *This project has the potential to generate objectional odors.*

The Wisconsin Administrative Code air pollution rules state that any source of air pollution must minimize, or control odors produced by its activities. Chapter NR 429 of the Wisconsin Administrative Code says that no one can create or release any emissions with odors that are considered "objectionable." If a business does cause any objectionable odors, it must control or minimize those emissions to the greatest extent feasible. The department has put together an information sheet regarding odor control, which is available here: <https://dnr.wi.gov/files/PDF/pubs/am/AM462.pdf>.

9. *Wetlands and Waterway Impacts associated with this project.*

s. Ch. 30, Wis. Stats. regulates waterway impacts and s. Ch. 281, Wis. Stats. regulates discharges into wetlands. There has been no permit application for waterway impacts submitted and a wetland General Permit (GP) application for wetland impact was submitted on January 16, 2019. The department reviewed the GP application and determined the project met the conditions of the Wetland General Permit and issued the GP coverage letter (GP-NE-2019-5-00174) on February 6, 2019, which approves 1762 square feet of degraded wetland impacts in the roadside ditch. The wetland impacts are for an improved access of an existing driveway access.

10. *Storm Water permitting requirements associated with this project.*

Under the storm water program, landowners of construction sites with one or more acres of disturbance are required to obtain coverage under a Wisconsin Pollutant Discharge Elimination System (WPDES) Construction Site Storm Water Runoff Discharge General Permit. This includes implementing all applicable portions of NR 151 Wis. Adm Code, such as a site-specific erosion control plan and a post-construction storm water management plan.

BC Organics, LLC submitted storm water permit application materials to the Department on October 26, 2018. The application materials were reviewed by the Department, and The Construction Site Storm Water Runoff General Permit No. WI-S067831-5 was issued on November 13, 2018 for land disturbances associated with construction of the main facility. The applicant has informed the Department that manure pipeline plans will be submitted under a separate application once locations are finalized.

11. *How does this proposal affect Nutrient Management Plans?*

Nutrient Management Planning (NMP) is a complex permitting issue. Most of the manure sources for this facility will be from Concentrated Animal Feeding Operations (CAFO), which have nutrient management plans as part of their permit from the department. CAFO permits include specific requirements for nutrient management plans with which permittees are required to comply. All nutrient management plans submitted by CAFOs are reviewed by department staff to ensure compliance with permit and administrative code requirements. Any changes in farming practices or operations that may affect the management and/or generation of manure requires revision of the nutrient management plan and a subsequent review by department staff. Unpermitted agricultural operations are regulated under the authority of the Brown County Land and Water Conservation Department. Per Brown County's animal waste management ordinance, all agriculture operations are required to have a nutrient management plan according to USDA-NRCS Technical Standard 590. A component of this plan is a map highlighting where application of nutrients on agriculture fields is restricted or prohibited. Compliance with the nutrient management plan requirements is the responsibility of the agricultural operations as they consider providing manure to this facility; permitted operations are required to notify and work with department staff and unpermitted operations should contact Brown County staff to update nutrient management plans accordingly.

The applicant, as an industrial WPDES permitted facility, is subject to the requirements of ch. NR 214, Wis. Adm. Code which includes a land management plan (s. NR 214.18(6)(c) Wis. Adm. Code). This plan will likely include a description of how the material will be provided back to contributing farms (permitted and non-permitted), sold as commercial fertilizer, or transported to fertilizer markets. Material distributed back to contributing farms is required to be incorporated into the farm's NMP. The applicant will only be permitted to provide material to farms with updated NMPs that account for this material. This would be articulated under any s. NR 214.06 exemptions to site approvals and approval for the facility's s. NR 214.18(6)(c), Wis. Adm. Code land management plan.

12. *Receiving water's water quality.*

The Department of Natural Resources conducted a stream assessment during 2017 on the Unnamed Tributary (UNT) to the East River (WBIC 121300) on Lamers Clancy Road in the Town of Holland, Brown County. The UNT has a default classification as a fish and aquatic life supporting stream as defined in ch. NR 102 Wis. Adm. Code. The stream has a modeled natural community classification as a macroinvertebrate stream. Department staff collected fish, habitat, and macroinvertebrate data that provides valuable information on the physical, chemical, and biological condition of the stream. The indices reported respond to watershed scale impacts from agricultural and urban land uses, local riparian stressors, nutrient enrichment, and instream habitat degradation including sedimentation and scouring.

On June 1, 2017, a fish and habitat survey was completed to collect contemporary conditions within the UNT, verify the natural community classification, and assess overall water quality conditions of the stream. The fish survey was conducted using standardized wadeable stream sampling techniques for fish and 133 individuals representing 8 species were captured. A natural community verification was completed to correctly assign an index of biotic integrity score (IBI). The UNT was verified as a cool-warm transitional headwater stream using the methodology to correct natural community mis-classification (Lyons 2013). Cool-warm transitional headwater streams are small, sometimes intermittent with cool to warm summer temperatures and variable flows. Based on the verified natural community and the index of biotic integrity score for fish assessed using the small stream IBI, the UNT scored a 90 and rated in excellent condition. The habitat condition within the sample reach was surveyed using the Department's standardized quantitative habitat assessment methodology. The habitat score was 50 and rated good. Looking closer into the individual metric scores of the habitat, the overall score was bolstered by undisturbed buffer width and numerous bends throughout the sample station. Habitat within the sample station is impacted by unstable, eroding banks, deposition of fine sediment and lack of fish habitat.

On October 12, 2007, a macroinvertebrate sample was collected, preserved and processed for the purposes of calculating a macroinvertebrate index of biotic integrity (MIBI) and other descriptive metrics. The MIBI was calculated to be 3.2 with a rating of fair. This indicates the stream is likely impacted by watershed wide impacts from land use. The Hilsenhoff Biotic Index (HBI) is another calculated index which identifies more specifically organic loading and nutrient enrichment in streams. The HBI score was 6.76 which rated as fairly-poor. This indicates the stream is most likely impacted by organic loading from agricultural sources.

The Unnamed Tributary to the East River is a 2.61-mile long tributary to the East River. The headwaters of this tributary originate as a series of high gradient channels coming down across the Niagara escarpment through agricultural land use. Limited buffers exist in this location and agricultural land uses are likely contributing to impacts observed in the stream. As it flows west and north and approaches the confluence with the East River the gradient decreases and a small sinuous stream is encountered. In isolated locations, adequate undisturbed buffer widths exist, however condition of these buffers could be improved upon and a comprehensive strategy to provide stable bank conditions should be developed. Improvements to the bank stability and buffer quality will serve to improve fish cover such as overhanging vegetation and coarse woody

debris within the stream while reducing sedimentation within riffles and pools of the stream. Additionally, upland practices to improve infiltration to slow the rate of delivery to the stream will significantly improve overall conditions for aquatic organisms.

Based on information submitted by the applicant the applicant estimates that roughly 20 lbs. Phosphorus/year and 1,827 lbs. Total Suspended Solids (TSS)/ year will be discharged to the waterway.

13. *Separation of liquid and solid manure with ultra-filtration (UF) and reverse osmosis (RO) membranes and discharging separated liquids to surface water.*

The Wastewater Program is aware of a few CAFOs that have implemented or are planning to implement similar technologies as proposed by the applicant. While UF and RO are established technologies for wastewater treatment, use for separating manure solids and liquids started ~2008-2009. Also note, that BC Organics has proposed 10 screw presses that will remove larger solids prior to the UF/RO modules.

These technologies generally do the same things. The process ultimately refines the original waste stream in to more marketable/beneficial products.

- Majestic Meadows Dairy – Digested Organics LLC Integrated Manure Management System (IMMS). Installed in 2015. Has a surface water discharge.
- Emerald Dairy (Now Emerald Sky) – Integrated Separation Solutions (ISS) NuWay System. ISS is now called AQUA Innovations. Installed in 2009. Was the first system in Wisconsin. No longer in use because equipment was destroyed in a 2009 fire.
- Robinway Dairy – Livestock Water Recycling LWR System. Installed in 2015. Reclaimed water used onsite. No surface water discharge.
- Shiloh Dairy – Livestock Water Recycling LWR System. Installed in 2014. Reclaimed water used onsite. No surface water discharge.
- Son Bow Farms – AQUA Innovations NuWay System. Facility has not discharged yet. Permit went on public notice January 30, 2019.
- Springfield Clean Water – AQUA Innovations Nutrient Concentration System (NCS). Facility has not discharged yet. Permit issued April 1, 2018. ✓

It's been ~10 years since the technology was first introduced for manure solids separation. The Department's plan approval letters include the following language:

“Approval of plans and specifications is not to be construed as a Department determination on the issuance of a Wisconsin Pollutant Discharge Elimination System permit, an opinion as to the ability of the proposed system to comply with effluent limitations in such permit, an approval of the environmental analysis that may be

prepared for this project, or an approval for any activities requiring a permit under chs. 30, 31, or 281, Wis. Stats.”

It is ultimately the permittee’s responsibility to design and operate a system that complies with the limits in its WPDES permit.

14. *Land application of the solids portion of the wastes generated at the facility.*

Solids generated at the facility will need disposal options. If the facility accepts manure from farms within the watershed, the solid and liquid separation process will significantly reduce the volume of manure solids needed to be land applied which may reduce phosphorus runoff to surface water. The submittal received by the department indicates that a portion of the dried solids will be used as animal bedding or hauled to a horticultural wholesaler. Liquid fertilizer from the evaporation process is also intended to be sold on the market. These have potential to remove the phosphorus from the watershed depending on where they are sold and used. If the market for wholesale soil amendment product, bedding, or liquid fertilizer falls through, then there is greater need for land application within the watershed. Note that need for land application would then be returned to current levels.

15. *Impacts to water quality from the discharge of “dead water”.*

The WPDES permit will include water quality based effluent limits to protect water quality. It can be difficult however to determine limits for new dischargers as site specific data is not yet available. Project design flows and data from similar systems are used to help determine initial limits. After a 5-year permit term, site specific effluent data is available to adjust limits as needed. One of the concerns with the RO filtration technology is that the membranes remove most of the hardness in the water, making it more susceptible to metals toxicity. Hardness will generally return to the effluent upon mixing with surface water. Hardness will also be added to the effluent stream to reduce the toxicity potential. Whole Effluent Toxicity (WET) tests will be required in the permit for determining aquatic toxicity.

The facility’s discharge is located in the Lower Fox TDL area that has an EPA-approved total maximum daily load (TMDL), which divides up the total mass of phosphorus (TS) and total suspended solids (TSS) which may be discharged to the basin among the discharges. The TMDL does not include wasteload allocations for BC Organics and no reserve capacity is available, so the applicant will have to offset all its suspended solids and phosphorus load to the receiving water. The applicant intends to do by using water quality trading (WQT). The amount of the offset will be the difference between the masses of the phosphorus and TSS in the discharge (based on measured effluent concentrations) and zero-mass discharge for TSS and TP. Since the permittee is considered a new discharge they cannot receive a compliance schedule to achieve compliance with a water quality based effluent limitations. Until a WQT plan is submitted and approved, the department is unable to speculate if the permit conditions will require the applicant to track as many metrics or parameters that meet the intent of the Town Board.

As currently proposed, both permitted and non-permitted farms would still be responsible for compliance with their NMPs. BC Organics is not directly subjected to NMP requirements;

however, Dynamics has preemptively offered to assist nonpermitted farms that accept material back to the farm in developing or updating an NMP. The permit may not be able to capture the landspreading data sought by the Town Board.

16. *While the quantity of manure will be reduced the total nutrients of phosphorus (P), nitrogen (N), and potassium (K) will go back to customers in the State of WI. How does this reduce P, N, K going into waters of the State?*

The reduction in nutrient loading from agricultural sources from this project would result from less volume of liquid manure spreading on the landscape rather than a total reduction in nutrient use in cropping. The manure treatment process will produce solids that can be used as animal bedding or a soil amendment product. The liquid produced by the treatment process will consist of concentrated nutrients that can be used as a fertilizer product. The amount of this product transported to fertilizer markets will reduce the volume of manure that would need to be spread on local fields. The portion sold as a commercial fertilizer will be more concentrated than untreated liquid manure, so the volume applied to a field would be less to achieve the same nutrient loading. This may further reduce the runoff risk of excess liquid applied to the fields to surface waters.

17. *Facility's Spill Prevention Control and Countermeasure Plan requirements.*

Spill reporting and cleanup requirements are a part of CAFO permits. Spill response plans are reviewed with CAFOs as part of the permitting process and as needed based on changes at the operation. Regulatory requirements applicable to spills in s. NR 292, Wis. Adm. Code, also apply to CAFO spills. The Industrial WPDES permit applicable to BC Organics includes standard conditions for spill reporting

Pursuant to s. NR 213.15(2)(d), Wis. Adm. Code the department may require a containment dike around storage tanks in locations where a spill could result in water pollution. WPDES permits typically do not include requirements for spill prevention/emergency response plans.

18. *Permit documentation and reporting procedures.*

There has been requests for the applicant to use an independent engineering consultant for permit documentation. The department's Wastewater Program has received requests for 3rd party sampling and reporting before. The Department does not have the authority to require this. Permittees are responsible for compliance with their permits whether they choose to staff or contract out their reporting. The Department verifies compliance with sampling procedures, reporting requirements through regular reviews and compliance inspections.

19. *If the facility is zoned agricultural the Fire Department does not have the authority to conduct inspections. There may be equipment costs to the Fire Department as a result of this project.*

The department does not have jurisdiction over local zoning issues. The applicant has proposed that they would grant the Fire Department access to the site on a biannual basis to conduct inspections and provide up to \$20,000 for additional equipment costs. In addition to access for the Fire Department the applicant proposes the Zoning Administrator, town Building Inspector

or designee may enter the premises of the operation to inspect those premises with reasonable advance notice to ascertain compliance or to investigate an alleged violation.

20. *Potential impacts to the surrounding roadways – Will there be increase truck traffic, how will this truck traffic affect the roads, and how will spill potential be handled?*

The department does not have authority over roadways. The Town of Holland owns and maintains the town roads. Brown County owns and maintains the county roads and the State of WI Department of Transportation owns and maintains the state roads.

Manure from two CAFOs will be directly discharged to the digester via pipelines. Trucks are required for land application of manure on agricultural fields. Due to the pipelines and waste treatment proposed at the digester facility, the initial thought is that there will be a reduction in truck traffic, at least from the two farms with the pipelines. The other farms that will transport manure via trucks would have those trucks on the road for land application anyway, so there would likely be no change in the volume of trucks. There will likely be changes in trucking routes as the trucks will be transporting manure to the digester site rather than to fields in the farms' nutrient management plans. At this time, an analysis has not been performed to identify specific truck routes to verify this information.

The applicant claims that this facility will reduce approximately 20,000 manure trucks from the roadway each year.

Pursuant to ss. NR 214.17(6)(a) and NR 214.18(6)(a), Wis. Adm. Code, vehicles used for transporting or landspreading waste shall be maintained to prevent spillage. A discharge not authorized by the permit or violating the permit may be considered a hazardous substance spill and shall be reported the Department pursuant to s. 292.11(2)(a), Stats. Standard Conditions in the "Reporting and Monitoring Requirements" section in WPDES permits include other spill reporting requirements.

21. *Noise impacts from this project.*

The proposed facility will generate noise and the public has raised concerns regarding the level of noise that may be generated during operations. Based on information submitted by the applicant they propose to limit repairs, construction, or maintenance activities which generate more than 75 dB of sound at the property line to occur between 7:00 AM and 6:00 PM Monday through Friday.

22. *Light impacts from this project.*

The proposed facility will likely use external lighting around the facility. Effects from the external light are generally not regulated by the department however it may be possible for local ordinances to address external lights.

23. *Will the dried manure byproducts be suitable for bedding material?*

Dairy farms use a variety of materials for animal bedding, including manure solids that result from the drying process of liquid manure produced into a reusable bedding product, and many CAFO's in the state have implemented this process.

24. *Payment in Lieu of Taxes.*

The parcel of land being leased by the applicant is owned by Brown County, which is tax-exempt, and the proposed improvements are exempted from real or personal property taxes. The applicant has proposed to pay \$50,000 on an annual basis to the Town of Holland as payment in lieu of taxes.

25. *Compatibility with adjacent land use.*

The current zoning for this parcel of land is agriculture. Much of the surrounding land use is also agricultural. Depending on the operations of the facility it may need to be rezoned as industrial. The Town of Hollands Conditional Use Permit will consider land use compatibility of proposed facility with the surrounding land use.

26. *Does the grant for this facility affect the departments review?*

Permits for this facility will be issued or denied per current applicable state law.

27. *How would the department handle closure of the facility?*

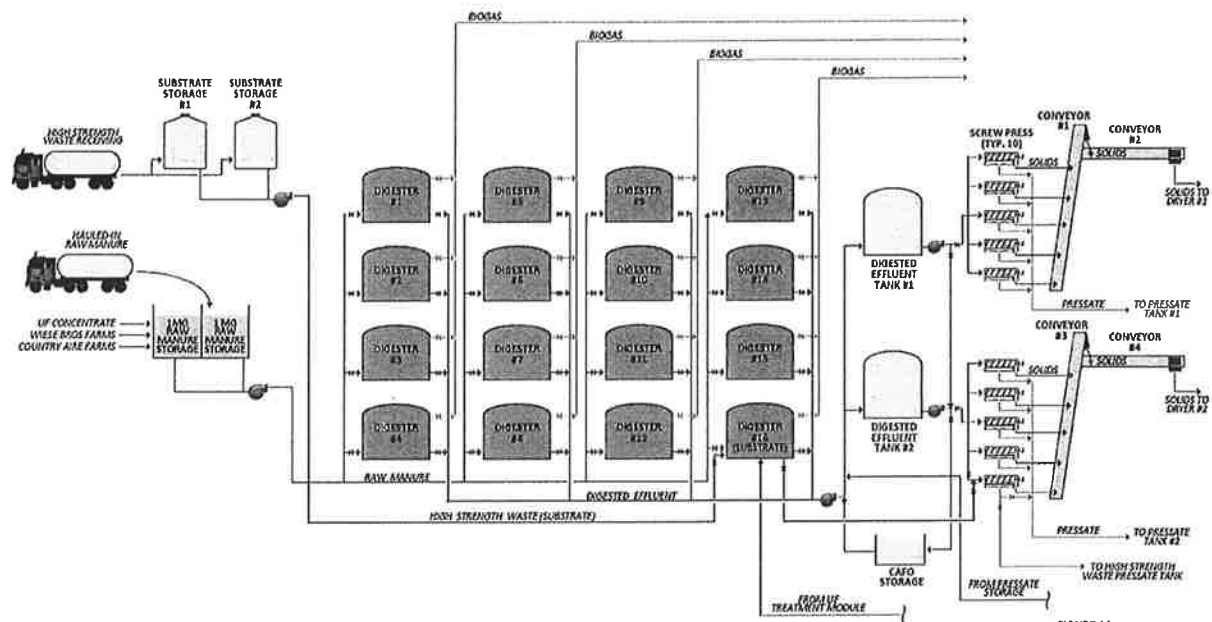
The WPDES permit for the facility is only required so long as there is a discharge of pollutants to waters of the state. If the facility closed and ceased discharging, the WPDES permit would be discontinued. If the facility was purchased, the permit could be transferred to a new owner/operator that would be responsible for operating within the permit conditions. BC Organics would be required to notify the department the discharge and landspreading ceased and the WPDES permit is no longer applicable. The permit would then be discontinued when all appropriate permit requirements were met. In the case of a permit transfer, the department would need to be notified as well. The department would request verification that the operation and associated discharge has ceased upon facility closure. Removing the pipelines or other structures is not likely an authority provided to the WPDES permit program.

Participating CAFO farms may need to modify their current WPDES permit to incorporate digester specific language. If the BC Organics facility closed, the CAFOs that would remain in operation would likely be required to cap the pipe on their end to ensure that no manure would not inadvertently discharge to the digester facility while it was not in operation. Prior to closure, it would be ensured that there was no residual manure left in the pipe that could pose a discharge risk. The modified language added to the CAFO permits as a result of the digester would not be an issue for the CAFOs if the digester closed during the CAFO permit terms. The digester-specific language would be removed at the next permit issuance if the digester remained closed.

28. *How would the department handle permit violations?*

The WPDES permit for the facility has enforcement actions under s. 283.89 Wis. Stats., for violations of the permit conditions. There is not a standard practice of notifying other governmental units when a discharge permit violation is documented. In some instances, for landspreading issues, the county conservation office has been notified due to involvement with the impacted farm or waterways. The program is open to sharing information if the township is involved with complaints or other issues associated with a facility.

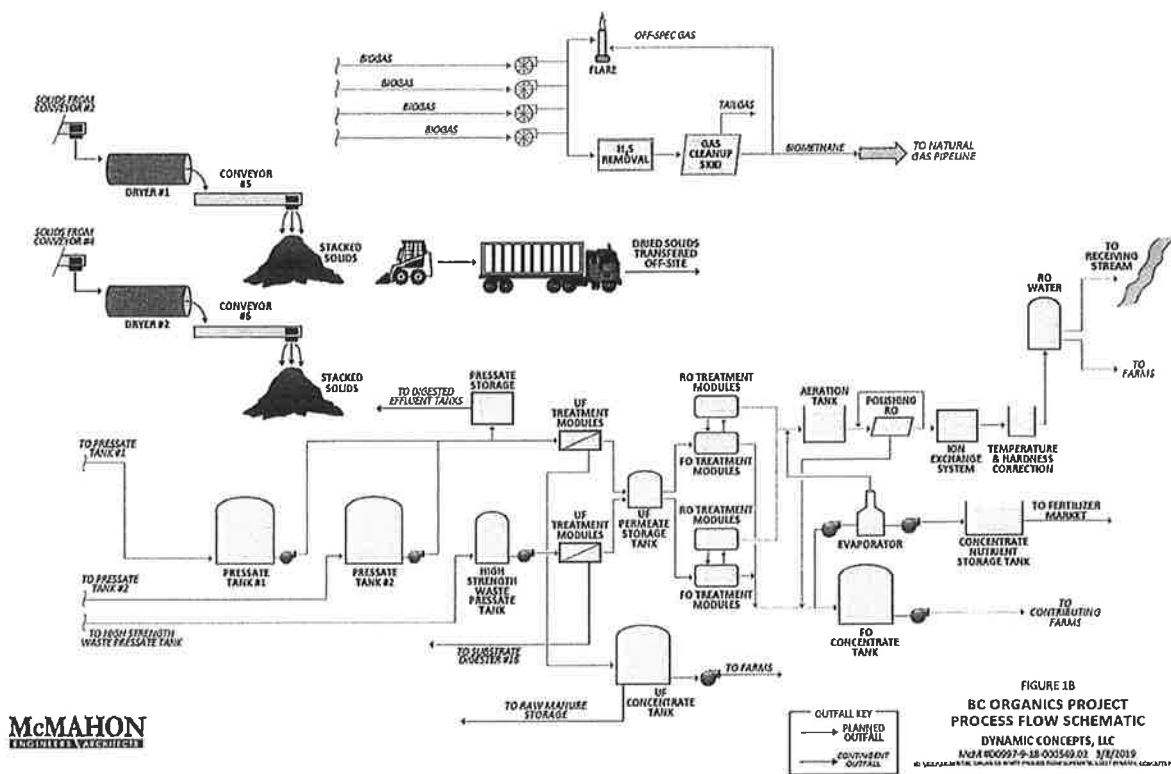
The department has a Stepped Enforcement Process which includes a series of actions designed to resolve violations. Actions may include informal contacts, Notice of Non-compliance letters, requests for secondary enforcement, Notice of Violation, enforcement conference, Administrative/consent order, referral to DOJ/DA/EPA, and prosecution or citation. The goal of stepped enforcement is to resolve violations at the lowest level appropriate for the circumstances.



McMAHON
TECHNOLOGY SOLUTIONS

FIGURE 1A
BC ORGANICS PROJECT
PROCESS FLOW SCHEMATIC
DYNAMIC CONCEPTS, LLC

McMAHON 00097-0-18-000549.02 3/8/2019
ALL RIGHTS RESERVED BY DYNAMIC CONCEPTS, LLC. THIS DOCUMENT IS THE PROPERTY OF DYNAMIC CONCEPTS, LLC.



From: Michael Denor [mailto:mikedenor@new.rr.com]
Sent: Friday, August 02, 2019 12:54 PM
To: williamverbeten@yahoo.com
Cc: juedesj@sbcglobal.net; rddiny@gmail.com; Donna Martzahl <tcmarzahl@centurytel.net>
Subject: Proposed location of Digestor

Bill,

I have studied the potential impact on adjacent properties surrounding the proposed digestor to be located on parcel W-382 fronting CTH IL / fka Mill Road.

W-382 is a 40 acre tract of land that is bordered by a wooded creek bed on three sides. The frontage of the parcel is clear farm land along CTH IL.

Directly across the road is approximately 320 acres designated as a landfill.

Prevailing winds are from the west-northwest so my first concern would be with exiting home downwind from that direction. In other words, properties located to the east-southeast.

The property that would have the greatest potential of odor and noise would be located ½ mile to the east, 7088 Old 57 Road, Lyle Schmidt's property. This house is adjacent to a large dairy operation known as the Wiese Brothers Farm. This property would be the only one that would have an immediate potential concern.

Also located ¾ of a mile south-southeast is a Farmsite, address of 7226 Old 57 Road. I do not feel a concern being that there is a wooded buffer and it is adjacent to the landfill. I believe any negative effect on the property value would come from the landfill directly to its west and not the digestor.

Also of concern would be a row of homes to the west on Elmro Road. There is a row of not less than 8 homes fronting Elmro, that on days the wind is out of the east-southeast could be bothered by the noise and odor created by the digestor, if indeed any does exist.

Given the primary traffic to and from the digestor would not be on Elmro Road nor Old 57 Road, increase in traffic should not be a concern but rather on IL

In summary, it would appear the location for the digestor should not have an impact on the value of adjacent homes. As assessor, if the digestor is built, I will monitor the area to see if any impact occurs in future sales of homes in the area.

Regards,

Mike



Michael Denor

Assessor – Town of Wrightstown

920-468-9698 8:00am to 4:00pm

Request for Proposal (RFP)

For

Brown County

Community Digester

Project # 2016



Publish Date: June 1, 2016

Response Deadline: July 12, 2016

3:00 PM

CDT

To:

Brown County Purchasing Department

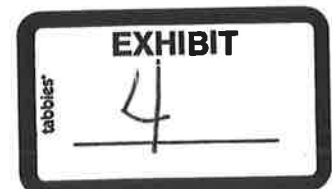


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RFP PROJECT DETAILS

1. General

It is the intent of Brown County to contract with a contractor/vendor, hereafter referred to as the "Contractor" to construct a community digester(s). All contractors are responsible for any addendums issued for this project. When an open project is posted on the Onvia website, Addendum notifications will automatically be sent if potential vendors are registered on the Onvia website. No notification will be sent when addendums are published to the Brown County website.

2. RFP Tentative Project Timeline

Please Note: These dates are for planning purposes. They represent the County's desired timeline for implementing this project. Any revision to the Due Date for submission of project will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate

| | Date | Time (CDT) |
|---|----------------------|----------------|
| Standing Committee: Recommended for Approval by Land Conservation Committee | April 25, 2016 | |
| County Board Approval to Publish RFP | May 18, 2016 | |
| RFP Published | June 1, 2016 | |
| RFP Non-Mandatory Pre-Proposal Meeting | June 15, 2016 | 9:30 AM |
| RFP Questions Due, Post Site Visit | June 20, 2016 | 3:00 PM |
| RFP Questions & Answers Published | June 24, 2016 | 3:00 PM |
| RFP Responses Due from Vendors | July 12, 2015 | 3:00 PM |
| Preliminary RFP Review to address potential budget issues by | July 15, 2016 | 3:00 PM |
| Selection Team Kickoff Meeting | July 19, 2016 | |
| Preliminary Scoring Meeting from proposal review by | August 15, 2016 | |
| Interview / Reference Checks, if Required by | September 2, 2016 | |
| Consensus Scoring Meeting | September 12, 2016 | |
| Send out Thank You & Intent to Award Letters by | September 19, 2016 | |
| Contract Negotiations / Complete Contract Signing by | October 10, 2016 | |

3. RFP Non-Mandatory Site Visit: June 15, 2016 at 9:30 AM

| | |
|---|--|
| Site visits are mandatory based on the date & time listed in the Tentative Project Time Line above | |
| Potential Vendors meet: | UW Extension located at 1150 Bellevue St., Green Bay, WI 54302 |
| Site Visit conducted by: | Mike Mushinski |
| Site Visit contact phone number for questions: | (920) 391-4621 |

4. RFP Questions Due: June 20, 2016 at 3:00 PM

Questions-All questions related to this project must be in writing and received by the Brown County Purchasing Department, no later than the due date.

- Questions can be delivered via e-mail to: bc_administration_purchasing@co.brown.wi.us
- Questions MUST be clearly marked in the subject line: "Questions for Project # 2016"

5. RFP Questions & Answers Publish Date: June 24, 2016 at 3:00 PM

Answers - If any questions are received; answers to all written questions will be issued in the form of an addendum.

- Answers will be published on the Brown County website at: www.co.brown.wi.us > Departments > Purchasing > Open Projects
- AND on the Demand Star Onvia website at: http://onviacenter.com/content/demandstar_subscriptions

It is the responsibility of all interested vendors to access the web site(s) for project information. Calls for assistance with the web site can be made to (920) 448-4040.

6. ***RFP Due Date & Delivery Address Details: July 12, 2016 at 3:00 PM***

Responses are due to Brown County Purchasing no later than the Due Date. The required paper copies of the proposal shall be submitted as bounded. There is no preference as to how they are bound.

Prospective vendors can submit proposals electronically, hand deliver or by mail via DHL, FedEx, UPS, USPS, etc as outlined below:

Emailed proposal must include the following items:

- Be clearly marked in the subject line with perspective project #2016.
- Include 2 separate electronic files:
 - One file named proposal shall include proposal excluding any pricing details.
 - The other file named 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:
 - Bc_Administration_Purchasing@co.brown.wi.us
 - A courtesy email response will be generated after receipt of all proposals.
- Emailed proposals also require that five (5) paper copies be sent separately excluding the pricing details. These are provided to the scoring team. Delivery address is provided below:

Hand delivered or mailed proposal must include the following items:

- Be clearly marked with project #2016 on the outside of the sealed envelope/box in the lower left hand corner.
- Be in 2 separate sealed envelopes/boxes as follows:
 - One envelope/box shall include five (5) paper copies of the proposal excluding the pricing details.
 - The other envelope/box labeled 'pricing' shall include one (1) copy of the completed *Attachment C: RFP Cost Sheet*.
- Along with the proposal include a CD or flash drive copy to include 2 files as follows:
 - One file named proposal shall include proposal excluding the pricing details.
 - The other file named 'pricing' shall include the completed *Attachment C: RFP Cost Sheet*.
- Be received, dated & time stamped by the due date and received at the following address:

Delivery Address for DHL, FedEx, Hand Delivery, UPS, etc.

**Brown County Clerk
Project 2016
305 E. Walnut St. Room 120
Green Bay, WI 54305-3600**

Delivery Address for Mail, USPS

**Brown County Purchasing
Project 2016
305 E. Walnut St. 5th Floor
Green Bay, WI 54305-3600**

Note: It shall be the responsibility of the sender to ensure proposals arrive by the required due date and time. Any information received after the due date and time will be rejected. When hand delivering project; prospective vendors are encouraged to verify the time on the atomic clock as this is the official time used for the receiving of all information. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. Please make sure the outside package is clearly labeled with the project number and description of the project when mailing proposals via a 3rd party delivery service. This ensures the proposal can be applied to the appropriate project.

7. RFP Format & Submission Requirement

Any deviation from these requirements may result in the document submission to be considered non-responsive, thus eliminating the vendor from consideration. The document submission shall include the following attachments:

- **RFP SCOPE OF WORK & SPECIFICATIONS (Attachment A)** - Provide specific procedures and explanations to each requirement in your document submission.
- **RFP COST SHEET (Attachment C)** - Provide attachment listing your price with your document submission in a separate sealed envelope or separate file if submitted via email.
- **RFP REFERENCE DATA SHEET (Attachment D)** – Provide attachment with three (3) to five (5) references with your document submission.
- **RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION (Attachment E)** – Provide attachment if any of part of your proposal includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. Prices always become public information when quotes/bids/proposals are opened, and therefore cannot be kept confidential.
- **RFP ADDENDUM(S) ACKNOWLEDGEMENT (Attachment F)** - If Addendum(s) exist for this project, please sign and date the attachment and provide with your document submission.

8. Performance or Applicable Payment Bonds

Bonds are not required for this project.

9. RFP Method of Payment

One of two methods:

1. **For Projects That Are To Be Completed Within 60 Days:** Payment is net 30 days from completion and approval of project.
2. **For All Other Projects:** Partial payment may be made. The retainage shall be an amount equal to not more than 5% of the cost until 50% of the work has been completed. At 50% completion, no additional amounts shall be retained and partial payments shall be made in full to the contractor unless the architect or engineer certifies that the job is not proceeding satisfactorily. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, an amount retained may be paid to the contractor.

Payment Terms: Payments may apply as noted in Wisconsin Statute 66.0135. If milestone payments are appropriate they will be defined in the contract. Vendors are strongly encouraged to accept P-Card payments.

10. Financial Verification

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means (i.e. Wisconsin Circuit Court Access, UCC) prior to contract award. Brown County reserves the right to reject RFBs/RFQs/RFPs based on information obtained through these background checks if it's deemed to be in the best interest of the County.

11. "Piggyback" Clause

Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

12. Other

1. **Cancelled Project Records:** Brown County reserves the right to not disclose records of cancelled project to ensure open and fair competition of future solicitations.
2. **Laws:** All services shall conform to all applicable industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and Standards.
3. **License:** Vendors performing work are required to have a Contractor's License for the state for which the work is to be done. All applicable Licenses for any contractors must be current on the day of Contract execution and throughout the length of the project.
4. **Project Manager:** Vendor shall provide a Project Manager who will act as a single point of contact for Brown County.
5. **Rejection of Document Submission:** Brown County reserves the right to accept or reject any or all submissions and to waive any informality in the document.
6. **Taxes:** Brown County and its departments are exempt from payment of all federal, Wisconsin and local taxes on its purchases except Wisconsin excise taxes.

13. RFP Attachments

- A. **RFP Scope of Work, Specifications / Drawings:** Contractor must adhere to specifications/drawings for this project.
- B. **RFP Scoring**
- C. **RFP Cost Sheet**
- D. **RFP Reference Data Sheet**
- E. **RFP Designation of Confidential & Proprietary Information**
- F. **RFP Addendum(s) Acknowledgement:** Brown County reserves the right to make changes to this project. Any changes in the scope of work shall be mutually agreed upon by the Contractor and the County.
- G. **RFP Appeals**
- H. **Contract Insurance Requirements**
- I. **Professional Contract for Service TEMPLATE:** Contractors submitting documents must review the Professional Contract for Service TEMPLATE. Sections that may be of concern must be identified and an explanation for the objection must be provided with the Vendor document submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

ATTACHMENT A: RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS

(Potential vendors are expected to perform the following service in order to submit documents and to be awarded a contract.) Please provide specific procedures and explanations to each requirement in your submitted documents.

Purpose: To explore the feasibility and sustainability of the construction of one to three community waste treatment facilities with possible partnerships with Outagamie and Kewaunee County designed primarily to receive manures from nearby dairy farms and harvest marketable byproducts to sell or return at no cost to farmers and also to produce purified clean water from the waste stream.

Proposal Must Address:

1. Anaerobic digestion.
2. Biogas captured and used for generation of electricity, direct use in an industrial application, condition for natural gas pipeline injection, or compressed into CNG for onsite vehicle fueling or shipment to a nearby CNG fueling station to serve markets.
3. Nutrient Recovery specifically targeting phosphorous.
4. Agglomeration of captured nutrients.
5. Redistribution of captured nutrients through markets identified by collaborators and other unknown outlets and as renewable livestock bedding material.
6. Separate P and N formulations would be returned to the cooperating farmers to be used as a fertilizer product.
7. Consideration to remediate the effluent to the point the water can be discharged to the “waters of the state”.
8. Cost to implement proposal system/facility.

Definitions:

- BCLWCD - Brown County Land & Water Conservation Department
- CAFO - Concentrated Animal Feeding Operation
- CNG - Compressed Natural Gas
- Impaired Waters - A waterbody (i.e., stream reaches, lakes, rivers) with chronic or recurring monitored violations of the applicable numeric and/or narrative water quality criteria.
- Fox P Trade - A phosphorus credit trading program in the LFRW is a market-based approach to enable the most economical solution to achieving water quality goals that will increase overall environmental and economic benefits. Upon project success and implementation, point source dischargers will be able to purchase P credits from the Ag sector to satisfy their P compliance requirements.
- K - Potassium
- LFRB - Lower Fox River Basin
- N – nitrogen
- P – Phosphorus
- PI – Phosphorus Index
- TMDL - a regulatory term in the U.S. Clean Water Act, describing a value of the maximum amount of a pollutant that a body of water can receive while still meeting water quality standards. Alternatively, TMDL is an allocation of that water pollutant deemed acceptable to the subject receiving waters.
- TP - Total Phosphorus
- Reverse Osmosis - A process that cleans waste stream water of organics and prepares it for use on fields or to be returned to the watershed without contamination

- SNAPlus - Soil Nutrient Application Planner is Wisconsin's nutrient management planning software. The program helps farmers make the best use of their on-farm nutrients, as well as make informed and justified commercial fertilizer purchases.
- UWEX - University of Wisconsin Extension
- WDNR - Wisconsin Department of Natural Resources
- WPS - Wisconsin Public Service

Problem Statement:

The Lower Fox River and Bay of Green Bay have struggled with water quality impairments for decades due to various and complex factors, including point and nonpoint sources of pollution. This has caused the Lower Fox River to be identified as an Impaired Water by the Wisconsin Department of Natural Resources (WDNR). As a result, the WDNR drafted a "Total Maximum Daily Load Watershed Management Plan for Total Phosphorous and Total Suspended Solids reductions in the Lower Fox River Basin and Lower Green Bay (TMDL)". This plan, approved by EPA in 2012, estimates annual total phosphorous (TP) loading from the Lower Fox River Basin (LFRB) at 549,703 lbs./year. It is currently estimated that production agriculture contributes approximately 46% of this load. A recent study (Kaiser and Associates, BCLWCD spatial and statistical analysis, and SNAPlus) indicates that conservation efforts alone applied to the agriculture landscape in the LFRB will most likely be unable to effectively achieve the phosphorus reductions called for by the TMDL. To further complicate the issue, agriculture trends in Brown County since the early 1980's show fewer farms (net loss 1000) while the number of cows has increased slightly. Cropland acres have also steadily decreased due to urban sprawl, etc. (net loss of 70,000 acres in last 30 years). In light of these trends, the growth potential of the \$5.7 billion agriculture industry in Brown County would seem limited.

Current Challenges:Manure

- Fixed Manure Storage Capacity in Brown County – Average on-farm storage capacity is approximately 270 days for those having storage lagoons. Even if lagoon capacity averages reached 365 days, variable weather patterns would still create application challenges which can shorten the application window by 50% or more in a given year, creating a need to apply during winter or on frozen ground out of necessity.
- Most farms need to empty storage lagoons during a very tight window in spring and fall when timing of application is not optimum for plant uptake of nutrients, thereby increasing the likelihood of environmental impact.
- Timing of applications can put major stress on neighbor relations, road infrastructure, farm budgets, and degradation of soil health (compaction, reduced infiltration) as well as an increase in WDNR documented spills.
- After manure applications, decomposition of manure can lead to other environmental losses such as ammonia release to the atmosphere.
- Fertilizer (nutrients) from manure is applied up to 10 months prior to peak nutrient demand by crops (fall applications).
- The ratio of crop nutrients in manure (N-P-K) does not match the uptake needs of crops. When manure is applied to meet the crop's N need, the result is a P application that exceeds crop need. Conversely, matching the crop's P need results in an under-application of N and requires the farmer to use commercial fertilizer to fill the shortfall.
- Current regulations for larger permitted farms (CAFO's) require zero discharge resulting in 100% of the water in the waste stream from the production area to be stored on the farm.

- The manure waste stream is 90-95% water which creates significant impacts on farm budgets (hauling is \$0.015/gal), weight issues on roads and bridges, and problems on farm fields like increased compaction, reduced infiltration, and increased runoff. According to survey conducted by BCLWCD in 2015, total manure handling costs are costing farmers between \$.01-.02 per gallon.
- Pathogen and nitrates in manure can cause groundwater contamination concerns in shallow soil areas with the increased likelihood of causing drinking water challenges, public health concerns, and local political challenges.
- The cost of hauling manure is a primary factor that has increased both land prices and land rental rates in the LFRB. The high cost of transportation and application (between \$150-\$250 per cow) means that livestock producers are willing to pay a higher up front rental cost to avoid the expense of hauling feed and manure longer distances. Annual cropland rental rates have reached as high as \$300+ per acre. According to UWEX analysis, the break-even distance to haul manure is 4-8 miles, depending on nutrient content and fertilizer prices.
- There are over 900 million gallons of manure annually applied to cropland within the LFRB.
- Book values suggest that there are 6 pounds of P per 1000 gallons of liquid dairy manure = 5,527,800 pounds applied annually.
- It's estimated that approximately 3.36% of P from applied manure (185,734 lbs./yr.) is delivered to area streams/rivers in the basin (Kaiser and Associates, BCLWCD spatial and statistical analysis, and SNAPplus).
- It should be noted that operational costs of phosphorus and nitrogen recover technologies developed for the agricultural sector may exceed the value of the recovered nutrients.

Phosphorus

- Phosphorus is an essential element for all cellular growth and demand for it is growing in the U.S.; it has been suggested that only 28 years of phosphate deposits remain in the U.S., assuming a 2% market growth, unless more recovery is developed. This will result in an increasing cost for P fertilizer, but also increase the value of reducing P losses.
- Research has shown that there are approximately 14 days in March-May that contributes almost 80% of the annual loading of phosphorus to the area's surface waters.
- The Lower Fox River TMDL report quantifies total P loading to the Fox River/Bay system at 549,703 pounds delivered annually (excluding inputs from Lake Winnebago).
- P delivered from agriculture sources is estimated at 251,302 pounds (LFR TMDL).
- TMDL load reductions for P have been set for each watershed in the basin ranging from 35% to over 77% required reductions needed to meet water quality goals.
- Approximately 77% of P applied to agricultural lands in the LFRB comes from manure with the remaining 23% coming from commercial fertilizer or other waste sources (Kaiser and Associates, BCLWCD spatial and statistical analysis, and SNAPplus).

Current Nutrient Reduction Strategies To-Date:

- Nutrient management planning – 92% of the agricultural land in Brown County is currently under a nutrient management plan. These plans have affected the nutrient quantities applied to fields as well as overall distribution. Average soils test P levels have dropped in the county by 7.37% over the last 10 years (UW-

Madison soil testing lab and AgSource Labs). The implementation of plans and the resulting reduction in soil test P levels are not sufficient to meet water quality goals.

- It's estimated that approximately 90% of acreage in LFRB is currently under a 590 and/or NR243 nutrient management plan (Tilth Agronomy Services).
- Based upon SNAPplus model, the average PI in the LFRB ranges from 2.2-2.4, well below the State mandated PI of 6.0 (BCLWCD, Tilth Agronomy Services).
- Overall phosphorus in dairy feed ration has significantly dropped from 0.47% to 0.39% between 1998 and 2006. Significant additional reductions in P are not feasible (Kevin Erb, UWEX).

Desired Future Outcomes:

- Meet the obligations of the Consent Decree required of WPS and utilize the investment provided to foster new processes for watershed management by using manure and other organics, generally considered as waste, as feedstock for renewable energy generation.
- Deployment of a regional farm technology(s) that can treat/process manure (and potentially other waste streams) that is land applied in Brown County (especially in TMDL area) in order to capture/reformulate the P into a fertilizer or raw material for industrial use. The ultimate goal is to expand the reach of this technology(s) basin wide in order to eliminate the 23% agriculture related P currently imported from commercial/other sources, and apply N-P-K during the planting season when crops are growing.
- Create a stabilized organic fertilizer product(s) from manure with the right N-P-K balance that can be stored and applied to agricultural lands ... right source, time, place and rate for crop needs. Excess could be marketed and shipped out of watershed, or create a P-rich product that can be used in an industrial process.
- The wastewater could be further dewatered, irrigated, or hauled at times in the year when crops are growing to ensure nutrient uptake, or further treated to discharge standards.
- A potential suite of technologies accommodating manure, food scrap, food production waste other waste/energy sources besides manure such as organics from landfill waste streams, cheese plant effluent, perennial energy crops, etc.
- A means of incentivizing technology companies to install manure treatment demonstration systems – prove their performance metrics and competitiveness in a transparent environment where all stakeholders including farmers can see real operational and commercial viability.

RFP Considerations:

1. Components to Assess

- Energy – It is desired that manure treatment technologies be efficient at converting the organics in manure into renewable power (min. 70% efficient) and then the ability to capture/use/store/sell that energy. WPS currently pays 2.5- 3.5 cents per KWHR (market price); a local producers financial breakeven is suggested at 7.4 cents per KWHR.
- Nutrients – Brown County needs technologies that can provide manure derived fertilizer products that can be easily stored, separated by nutrient (N-P-K) optimize crop uptake and can be applied when crops need them.
- Water – Brown County needs technologies that can provide sufficient dewatering capability to the manure treatment process to reduce the volume of water and correspondingly the number of trucks on county/town

roads delivering nutrients. Consideration of on-farm dewatering technology prior to delivery to a regional facility.

- Value – Brown County needs technologies that can unlock the full value chain of manure derived co-products as a resource.
- Environmental Outcomes – The ability to treat up to 200 million gallons of manure (predominately dairy) annually to potentially capture/reformulate nutrients in the manure waste stream, transforming it into a viable and sustainable agricultural/other fertilizer product. Goal is to eliminate P imports into watershed. Analyze opportunity for air emission reductions. Reductions must be quantified.
- Sustainability/Economics – Analyze various technologies that will provide answers for the challenge descriptions listed above. It is preferred that any project be financially sustainable without local government subsidies. Preferred private owned/operated but public/private partnership options can be entertained.
- Partnerships – Analyze the potential to create a public/private partnership vehicle to encourage companies with these technologies to get creative – bringing capital, technology, development expertise and channels to market to bring real solutions to Brown County.
- Alternative Revenue Streams – Assess grants, government credits and programs as well as how a phosphorus credit system (Fox P Trade program) may be integrated into the overall project scheme.
- Current County(s) Infrastructure – Assess the opportunities to utilize current county infrastructure and land assets at the East side and South landfill locations. Analyze if a project could be integrated into the future south landfill Resource Recovery Park plans.
- Legislation – How does current local/state/federal laws and permit processes affect project outcomes.
- Dairy Producer Interest – Analyze the potential level of surrounding dairies' interest in this type of effort.
- Analyze current and pre-commercialization nutrient recovery systems used in the agricultural industry for cost verses the potential economic impact of an improved LFRB watershed.
- The USDA PVP provides companies that supply agricultural products or services the opportunity to assure customers of their ability to provide consistent quality products or services. What is the potential to design a secure a sustainable brand based on actual measurable standards as it relates to environmental impacts from the technologies employed? Is there an opportunity to utilize the environmental outcomes from the technology to convey standards to the consumer related to environmental sustainability, such as pathogen reduction, water reuse, and nutrient recovery and recycling, and the reduction of odor and greenhouse gases such as methane and nitrous oxide to the atmosphere?

2. Technology

- Technology must be commercially proven (even in commercial demonstration mode) to be considered, a minimum of 65% phosphorus reduction and have the potential/ capability for nitrogen capture/reduction should future regulations for nitrates be enacted.
- Technologies must be able to prove their percent efficiency of organics conversion to energy rate – 70% (plus) organics conversion to energy preferred in order to reduce residual waste component.

- Technologies that are scalable.
- Technology must be able to submit verifiable reduction results sourced by a reputable third party vendor/lab.
- Technology system must be able to provide an environmentally friendly plan for treating/disposing of water in the manure waste stream that is WDNR approved.
- Technology must address opportunity to significantly reduce pathogen load from waste stream.
- Technology should address air emission reductions per WPS consent decree.

Appendix 1

2015 Feasibility Study Landowner Survey

n = 12

1. Do you use custom hauling?

- 75% Yes. If yes, which company? United Pumping, L & M, Triple Z, own, Phil's Pumping (2 responses), VanHandle Services, haul own
- 25% No

2.

| # milking cows | # dry cows | # heifers | # calves | Liquid manure Gal/yr (<i>optional</i>) | Solid manure Gal/yr (<i>optional</i>) |
|-------------------------------|---------------------------|---------------------------|---------------------------|---|--|
| Avg. 1,050 Range: 55-3,200 | Avg. 115 Range: 60-185 | Avg. 305 Range: 20-800 | Avg. 155 Range: 10-450 | Avg. 19M Range: 10M-28M | |

3. What are your manure handling costs per year (including EVERYTHING, storage, applying, etc.)? If farmer doesn't know, skip this question:

2 cents per gallon; 1 cent per gallon (2 responses); \$300,000; \$200,000; \$1,000 (guess); \$13,000

4. Describe what happens to manure after it's excreted from the cow all the way to where it ends up last, including:

- How it is stored?
 - Lagoons.
 - Liquid pit.
 - Hauled daily. Short-term storage for use if wet/winter.
 - Earthen lagoons.
 - Sand settling lanes into pit.
 - Two-stage lagoon; liquid into 2nd stage.
 - Manure to digester to electricity to solids bedding to liquid back into pit. WPS pays 3.5 cents per KWHR; 7.4 cents to breakeven.
 - Pump from barn to concrete pit.
 - Liquid pumped to manure pit.
 - Slurry sleeve (?).
 - No storage; solid manure; cows – semi solid.
 - Hosed and knifed. Pumped to manure pit.
- Any manure technologies used?
 - No.
 - Use additive to breakdown.
 - Sand settling lanes.
 - Recycle 100% sand; odor reducer.
- How is it hauled?
 - Irrigated.
 - Hosed and trucked by L & M.
 - Custom hauler.
 - Hose and semi.
 - Tanker to cropland.
 - Summer on wheat.
 - Tankers.
 - Hosed out of manure pit.
- Main methods for applying manure to land?
 - Tank spread.
 - Injected/incorporated at recommended rate. Solid is stacked.
 - By truck plus chisel plowed in; rest drag line.
 - ?? with disc.
 - Knifed/injected into soil.

5. What is the maximum distance that your currently haul manure? Avg. 4.36; Range 1.5-21 Miles

OR if farmer doesn't know, ask the questions below

Average miles/trip to haul manure _____

Number of manure hauling trips per year _____

6. Would you be willing to increase the maximum hauling distance if a manure processing station were available in your area?

____ Definitely yes 42% Probably yes 25% Not sure 33% Probably not ____ Definitely not

7. What kind of bedding are you using?

Solids; sand (5 responses); straw; shavings

8. Are you interested in using recycled manure solids for bedding?

30% Yes 30% No 40% Maybe

9. Are manure disposal requirements limiting plans for expanding your livestock operation?

8% Yes 92% No

10. How many years do you or someone else plan to continue operating this place as a farm in the future?
 ____ 1-4 years 18% 5-9 years 82% 10+ years
11. What obstacles do you think would need to be overcome before farmers would accept a community manure processor that served many livestock operations?
- Product return. Costs – can't hurt farm income.
 - Cost factor – return. 93% water. Dig more central pits.
 - Cost to get it there. What are we getting back? Very valuable fertilizer.
 - Cost (more hauling in/bringing it back). What getting back for nutrients. Cost of operating system. Getting out in winter – get processed (timing). Regulated vs. non-regulated forms? Interest of smaller and resources to do it?
 - Smaller farms, near GB have solid manure with no storage and daily haul. Funding?
 - Don't know.
 - (Farmer) is teamed up with energy system. They are partners in digester. He built a \$3M digester worth \$400,000. Also get carbon credits – important part.
 - Find something that works.
 - Fertilizer value.
 - Return of product to you? Feasible for smaller farmers?
 - Distance.
 - Cost.
12. What challenges do you see that need to be addressed to make this project work?
- Sand in system – need sand settling on farm before could be hauled.
 - Cost (2 responses).
 - Community. How would non-ag people respond to community? Traffic and smell problems for hauling on roads.
 - Cost, labor, time. Once extract H₂O, what to do with it – don't want to haul water twice. Fee structure? Benefits? Costs?
 - Distance to haul. Where will it be located? Who is going to maintain? How is it going to be funded?
 - Need to be in partnership with WPS. Need 9 cents to operate facility. Need WPS to have stake in facility – only way it will work.
13. Do you purchase NPK fertilizer? 100% Yes ____ No
- Limited P; use manure as much as possible.
14. What technology are you interested in?
- Onsite but cost may be too high.
 - On-farm.
 - Yes. Would be interested when details.
 - LWR, get back water into system. Flush water (especially). EPA or DNR? Getting on same page and wanting same from farmers. Can you get a permit for discharging after it's processed?
 - Solids separation – something that works and is proven on a farm.
 - (Farmer) is separating solids for bedding. Also working to remove liquid, high in N for corn crop and solids for field application. Phosphorus-rich material.
 - Maybe.
 - Maybe if expanded.
 - Not at this time.
 - Digester, RO, injection, composition.
15. The feasibility study will be completed in 2015. Please indicate your interest in helping with this study.
- Are you interested in individual farm solution to nutrient & manure management?
7 Yes 1 No 3 Maybe
 - Best – more cost potentially.
 - Are you interested in potential "farm cluster" or community solutions with other farmers?

6 Yes 2 No 2 Maybe

- Need to get something back.

- Would you like to get more information about the study first?

7 Yes 1 No 1 Maybe

- If you're not interested now, can I check back with you at a later date?

4 Yes No Maybe

- Is there anyone I could contact that you think would be interested?

 Yes 3 No Maybe

If yes, please provide name & number _____

- Let public know when study is complete; way of telling that avenues are discussed to improve water quality.

Appendix 2

From UW-Extension Agriculture Educator....

There are usually about as many cows as there are calves+heifers. So in Brown County, dairy cattle (~89,000) account for about 3/4's of the cattle and calves (122,885).

Brown County:

Beef cow farms- 157
Milk cow farms-194
Other cattle farms-415
Total # beef cows-2,263
Total # milk cows-44,524
Total # other cows- 76,098

Outagamie County:

Beef cow farms-146
Milk cow farms-222
Other cattle farms-479
Total # beef cows-2,202
Total # milk cows-38,017
Total # other cows-59,190

Kewaunee County:

Beef cow farms-94
Milk cow farms-196
Other cattle farms-335
Total # beef cows-1,151
Total # milk cows-45,327
Total # other cows-50,606

Appendix 3

WPS Consent Decree & Study Plan

The Community Digester Project requires WPS to propose a plan to spend up to \$300,000 to fund a project to reduce pollutants through conversion of food and/or animal waste to biogas or electricity within WPS's service territory. These project dollars will act as seed funding for the entire project, which may include the construction of community manure treatment facilities designed to receive manure from nearby dairy farms. Such a project will promote solutions to the continuing water quality issues posed by phosphorus and nutrient-containing runoff and generate a biogas that would be used to generate renewable electricity for offsite or facility use.

https://browncountywi.sharepoint.com/BCHTI/_layouts/15/guestaccess.aspx?guestaccesstoken=xyttGpy840pnzZj%2fdJc8u3Zp%2fjbQSQdKEotZAIUhVjw%3d&docid=2_1721b26c3c9614410b38a9835f5a52709

ATTACHMENT B: RFP SCORING

(This attachment is provided for your information only. There is no need to sign or mail it back.)

Responses to this project will be evaluated according to the following:

1. Evaluation Process

The following steps will be observed in the evaluation of the potential vendor document submission:

- Brown County will establish a project scoring team.
- The vendor submission will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements or being over-budget will result in the submission being eliminated from consideration.
- The project scoring team will review all submitted documents received and score in accordance with the predefined scoring methodology.
- Composite scores will be developed summarizing the individual scoring efforts of each selection team member.
- References, oral presentations and/or interviews are optional and determined if required by the scoring team.
- Vendors will be ranked by composite score with the highest score determining vendor award.

2. Scoring Methodology

The following is a summary of the project evaluation factors and the point value assigned to each. These factors will be used in the evaluation of the individual vendor document submission. Points will be awarded on the basis of the following factors:

| Scoring Criteria | Points |
|--|--------|
| 1. Demonstrated Operating Success of the Proposed Anaerobic Digestion and Water Purification System | 15 |
| 2. Ability of Community Waste Treatment Facility to Successfully Operate an Anaerobic Digester, and if applicable, a Biogas Generation System in tandem with a Water Purification System | 15 |
| 3. Demonstrated Capability of the Vendor | 15 |
| 4. System Optimization | 15 |
| 5. Reasonability of Savings Estimate | 10 |
| 6. Project Completion Date | 10 |
| 7. Customer Cost-Effectiveness | 10 |
| 8. Brown County Impact on Project | 10 |
| Total | 100 |

**Pricing is not shared with the scoring team until after they have submitted their scores to prevent influencing their ability to score the other criteria's.*

3. Scoring Criteria

The evaluation factors to be used in project scoring are described below:

1. **Demonstrated Operating Success of the Proposed Anaerobic Digestion and Water Purification System:** Applicants shall supply examples of where anaerobic digestion systems in combination with a water purification system have been installed for similar sized dairy areas. Please provide location(s), production data such as but not limited to system size, location, annual hours of operation, MMBTU of biogas, KWH produced, biogas quality, and other relevant information.
2. **Ability of Community Waste Treatment Facility to Successfully Operate an Anaerobic Digester, and if applicable, a Biogas Generation System in tandem with a Water Purification System:** Applicants shall describe their technical knowledge, skills and experience with operating and maintaining systems similar to anaerobic digestion systems. Applicant should also describe the resources such as labor (in hours per year) that will be dedicated to the operation and maintenance of the system. If system operation is to be contracted, identify the company or person to be employed and provide their qualifications.
3. **Demonstrated Capability of the Vendor:** Applicants shall describe the experience of the company or companies with this size and type of system that are engineering, procuring and constructing anaerobic digestion system and biogas engine generator and a water purification system in this project. Describe the warranties, system startup

services and ongoing support services to be provided. The vendor should be able to demonstrate their experience and capability of constructing similar systems and providing on-going service.

4. **System Optimization:** Applicants shall demonstrate system optimization. Specific considerations include:
 - Utilization of the proposed system to meet customers energy needs
 - Optimization of engineering design (e.g waste heat or other methods)
 - System production aligns with peak demand schedule (e.g. nutrient harvesting, manure processing, water cleansing, etc)
 - System reduces phosphorous contributions to Watershed
 - System reduces energy use by systems upstream or downstream of the project (e.g. anaerobic pretreatment)
 - System reduces the overall cost of manure handling for regional farmers
5. **Reasonability of Savings Estimate:** Applicants shall provide clear, reasonable calculations of manure handling savings and energy savings. Specific considerations include:
 - Well-documented and reasonable assumptions
 - Clear and accurate calculations
6. **Project Completion Date:** Projects will be evaluated based on 1) Proposed project completion date and 2) Customer assurance of project completion date.
 - Calendar Year 2017-2018 (March 31st, 2018 or Earlier) – 10
 - Calendar Year 2018 – (2nd, 3rd, 4th Quarter) - 0
 - Proposed completion deadlines for projects after 2018 will not be given consideration
7. **Customer Cost-Effectiveness** – The proposals will be ranked by most cost-effective and cost to implement/install proposed community waste treatment facility.
8. **Brown County Impact on Project:** Evaluated based on the feasibility on a vendors commitment to move forward with the project if they receive incentives. Specific considerations include:
 - Likelihood of project to move forward with and without Brown County funding
 - Capital budget available for Project
 - Other funding opportunities and/or loans etc
 - No penalty for tax-exempt applicants ineligible for Federal Tax Credits

ATTACHMENT C: RFP COST SHEET

(Use of this form is required when submitting your documents; do not submit copy of project details with your submission)

Vendor Information

| COMPANY PHYSICAL LOCATION INFORMATION | | | | |
|---|--|------------------|--|------|
| Legal Name: | | | | |
| Address: | | | | |
| City: | | State: | | Zip: |
| Phone: | | Fax: | | |
| Federal ID #: | | Website: | | |
| COMPANY REMIT INFORMATION (where to send invoice, if different than above) | | | | |
| Billing Name: | | | | |
| <i>Name to print on check, if different than above</i> | | | | |
| Address: | | | | |
| City: | | State: | | Zip: |
| Accounts Payable Contact: | | Phone: | | |
| Accounts Payable Email: | | Payment Terms: | | |
| CONTACT INFORMATION / SALES REPRESENTATIVE RESPONSIBLE FOR SETTING UP PRESENTATIONS, DEMONSTRATIONS AND/OR INTERVIEWS | | | | |
| Sales Rep Name: | | Sales Rep Title: | | |
| Sales Rep Phone Number: | | Sales Rep Email: | | |
| CONTACT INFORMATION / PRIMARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU | | | | |
| Primary Name: | | Title: | | |
| Email: | | | | |
| CONTACT INFORMATION / SECONDARY PERSON TO NOTIFY FOR INTENT TO AWARD OR THANK YOU | | | | |
| Secondary Name: | | Title: | | |
| Email: | | | | |
| CONTACT INFORMATION / PROJECT MANAGER | | | | |
| Project Manager Name: | | Title: | | |
| Address: | | City: | | |
| City: | | State: | | |
| Phone: | | ZIP: | | |
| Email: | | Fax: | | |

| CONTACT INFORMATION / PERSON AUTHORIZED TO SIGN CONTRACT | | |
|--|--|--------|
| Contract Signer Name: | | Title: |

| | | | |
|----------|--|--------|--|
| Address: | | City: | |
| City: | | State: | |
| Phone: | | ZIP: | |
| Email: | | Fax: | |

Does your Company accept MasterCard Credit Card for payment? YES NO (Circle one)

| | |
|-----------|--|
| Comments: | |
|-----------|--|

Does your Company accept the Brown County Standard Contract? YES NO (Circle one)

| | |
|-----------|--|
| Comments: | |
|-----------|--|

RFP Pricing

PRICING:

Provide costs for all labor, materials and equipment to complete the project in strict accordance to the RFP SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS as indicated in Attachment A.

FOR THE SUM OF

Dollars (\$ _____)

***All pricing is to be inclusive of all costs including travel and meals.**

Provide a list of at least three and not greater than five clients that you have recently or are currently providing services for with at least two clients in the public sector and one client from a project that didn't go so well. Please verify that your contact person listed is accurate and still employed with the company.

| Reference #1 | |
|----------------|---------------|
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| Reference #2 | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| Reference #3 | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| Reference #4 | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |
| Reference #5 | |
| | |
| Agency Name | Telephone |
| Contact Person | Email address |
| Street Address | City/State |

ATTACHMENT E: RFP DESIGNATION OF CONFIDENTIAL & PROPRIETARY INFORMATION

(Use of this form is required when submitting proposal)

The attached material submitted in response to this project includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential. Blanket labeling of confidential/proprietary information in headers/footers of documents will not be considered as confidential/proprietary.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request the following pages not be released:

Section

Page #

Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO **PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD BROWN COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE COUNTY'S AGREEING TO WITHHOLD THE MATERIALS.**

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. The County considers other markings of confidential/proprietary in the proposal document to be insufficient. The undersigned agrees to hold the County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

ATTACHMENT F: RFP ADDENDUM(S) ACKNOWLEDGEMENT*(If Addendums exist for this project, please sign and date and send with your bid)*

The undersigned acknowledges receipt of the following addenda by checking the box(es) below:

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐

Additional Addenda should be written here:

| |
|--|
| |
| |
| |

I have examined and carefully prepared the RFB/RFP/RFQ from the plans and specifications and have checked the same in detail before submitting the RFB/RFP/RFQ to Brown County. Attached is my list of subcontractors along with their respective trades-if applicable.

The Undersigned agrees to the above statement:

Company Name:

Printed Name:

Signature:

Date:

If this RFB/RFP/RFQ is assigned a project number all vendors are responsible to check for addendums, published on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are published unless there is an addendum within three business days of RFB/RFP/RFQ due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified by Brown County of all addendums issued within 3 business days prior to due date. If RFB/RFP/RFQ has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New RFB/RFP/RFQ must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4040 to ensure receipt of addendums issued.

RFBs/RFPs/RFQs that do not acknowledge addendums may be rejected.

All RFBs/RFPs/RFQs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed RFBs/RFPs/RFQs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT G: RFP APPEALS

(This appeals attachment is for your information only, there is no need to sign or mail it back.)

To: Vendors

RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on a RFB, RFP or RFQ

Appeals may be submitted for the following purchases:

1. the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or
2. the item price or proceeds is \$5000 or more or the total order is \$10,000 or more, and
3. vendor selection was based on factual errors, or
4. the lowest price or highest proceeds vendor was not selected for RFQ or RFB, or
5. failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 3 business days from the receipt of the rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee shall be final. Appeals Committee consists of three people: The Chairman of both the Executive and Administration Committees and the Internal Auditor.

Submit To:

Brown County Internal Auditor
305 E. Walnut St. Rm 102
PO Box 23600
Green Bay, WI 54305-3600

ATTACHMENT H: CONTRACT INSURANCE REQUIREMENTS

*(Potential vendors are required to meet the following insurance requirements in order to be awarded a contract.
There is no need to sign or mail it back.)*

Awarded vendor is required to provide a certificate of insurance within three (3) business days of receiving the 'Intent to Award' notice. Certificates are required to be valid and provided annually to Brown County Administration, 305 E. Walnut Street, Green Bay, WI 54301 or EM at BC_administration_purchasing@co.brown.wi.us throughout the contract term.

1. Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

2. Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Notwithstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains or to the limits required herein.

Comprehensive General Liability (Occurrence Form)

| | |
|---|----------------------------|
| Products and Completed Operations | |
| Personal Injury and Advertising Liability | |
| Independent Contractors / Protective | |
| Limits of Insurance | \$1,000,000 per occurrence |
| | \$1,000,000 aggregate |

Business Automobile Liability : Covering all owned, hired, and non-owned vehicles

| | |
|---------------------|--|
| Limits of Insurance | \$1,000,000 per occurrence for bodily injury and property damage |
|---------------------|--|

Excess / Umbrella Liability

| | |
|---------------------|----------------------------|
| Limits of Insurance | \$1,000,000 per occurrence |
|---------------------|----------------------------|

Worker's Compensation Insurance and Employers Liability

| | |
|--|-------------------------|
| State Statutory Workers' Compensation Limits | |
| Employer Liability | \$100,000 each accident |

Professional Liability

| | |
|---------------------|----------------------------|
| Limits of Insurance | \$1,000,000 per occurrence |
| | \$2,000,000 aggregate |

3. **Additional Insured**

The Outside Contractor agrees that all liability policies other than professional liability shall name Brown County as additional insured with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

4. **Adjustment to Insurance Coverage**

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

5. **Subcontractor**

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

6. **Waiver of Subrogation**

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

7. **Certificate of Insurance**

The Certificate of Insurance must include:

1. **Additional Insured:** Named as Brown County
2. **Cancellation:** Shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County to include non-renewal, or material change in coverage.
3. **Project Information:** Shall include reference to the contract name and / or RFB number in the description section of the certificate.
4. **Receipt of Certificate:** A valid Certificate shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions.
5. **Signature(s):** Shall be issued by companies licensed to do business in the State of Wisconsin or signed by an agent of the State of Wisconsin. Certificates must also bear the signature of the insurer's authorized representative.

The certificate of insurance will be delivered to Brown County prior to the execution of the contract, to the below listed department and address.

Brown County Department of Administration
305 E Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

8. **Questions**

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverage's you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

ATTACHMENT I: PROFESSIONAL CONTRACT FOR SERVICE TEMPLATE

(This document is provided as a template to potential vendors as a requirement that this document is to be used to contract with the awarded vendor. There is no need to sign or mail it back at this time.)



**BROWN COUNTY PROFESSIONAL
STANDARD CONTRACT**

Scope of Services is attached to this contract.

| | |
|----------------------------------|--|
| Project #: | 2016 |
| Service Description: | Community Digester |
| Time of Performance: | Completion by Date: |
| Total Amount of Contract: | Maximum Compensation not to Exceed: \$00 |

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

| | | |
|--|-----------------------------|----------------|
| Performance, schedules and invoices will be approved by the following Brown County Contact: | | Mike Mushinski |
| Brown County Department: | Land & Water Conservation | |
| Address: | 1150 Bellevue St. | |
| City, State Zip: | Green Bay, WI 54302 | |
| Phone: | (920) 391-4621 | |
| Email: | mushinski_ml@co.brown.wi.us | |

This Brown County Professional Services Standard Contract ("Contract") is made and entered into on this ____ day of _____, 20__ by and between _____ (the "CONTRACTOR"), and Brown County, a body corporate organized under the Laws of Wisconsin (the "COUNTY") (Collectively referred to as the "parties" or in the singular as the "party").

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing as a body corporate pursuant to Wis. Stat. § 59.01, is in the business of providing certain governmental services to the COUNTY and its citizens;

WHEREAS, the CONTRACTOR, is in the business of providing said services and has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services as are required in fulfilling all obligations under the terms and conditions of this Contract; and

WHEREAS, relying upon the CONTRACTOR'S above-referenced express and implied representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor and not as an employee of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing to commence the Performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR hereby agrees to be retained by the COUNTY and the COUNTY hereby agrees to retain the CONTRACTOR to perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
 - A. that the CONTRACTOR is required to do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract;
 - B. that the CONTRACTOR is required to comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services under this Contract; and
 - C. that the CONTRACTOR is required to comply with time schedules and payment terms.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after receipt of a properly documented invoice, the manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

| | |
|---------------------------------|--------|
| Payment Terms: | Net 30 |
| Check Payable To: | |
| Invoice Mailing Address: | |
| City, State Zip | |
| Invoice Email Address: | |
| Invoice Phone Number: | |
| Federal Tax ID#: | |

4. **REPORTS:**

- A. The CONTRACTOR agrees to timely submission of reports as may be required by the COUNTY in its sole discretion.
- B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR is obligated to notify the COUNTY of the same in advance thereof.
- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished

documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
 - A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
 - B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
 - C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract under "Specific Conditions of Payment." Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
 - D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
 - E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.
7. **INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
8. **REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
9. **SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY must comply with all safety requirements as set forth by the federal, state and local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

11. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.

This contract may be terminated by either party for no reason by giving twenty (20) days written notice to the other party of said termination.

In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

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

12. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.

13. WAIVER: No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. One or more waivers by any party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

14. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

A. **Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.

B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

16. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

17. NON-DISCLOSURE: For the purposes of this Contract, the parties agree to the following definitions.

Disclosure - The term "Disclosure" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means: (1) any Trade Secret or Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either party as part of their services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
 - Applications for services
 - Account numbers or balances
 - Payment histories
 - Identity of customers

- Social Security numbers
- Credit reports or histories
- Any other financial information regarding Brown County or its customers
- The terms of this Contract
- HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

A. Acknowledgment of Confidential Relationship - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. Use and Disclosure of Sensitive and/or Confidential Information - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. Title remains with the COUNTY - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. Indemnification by the CONTRACTOR - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and CONTRACTOR will defend and indemnify the COUNTY,

its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

- E. Duty of Inquire** - If either party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

| | |
|---------------------------|---------------------------------------|
| County Department: | Corporation Counsel |
| Contact Name: | |
| Mailing Address: | 305 E Walnut Street, PO Box 23600 |
| City, State Zip: | Green Bay, WI 54305-3600 |
| Email: | BC_Corporation_Counsel@co.brown.wi.us |
| Phone: | (920) 448-4006 |

For CONTRACTOR inquire to:

| | |
|-------------------------|--|
| Contractor: | |
| Contact Name: | |
| Mailing Address: | |
| City, State Zip: | |
| Email: | |
| Phone: | |

- F. Duty to Safeguard** - Each party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

18. CONFLICT OF INTEREST:

- A.** Interest in Contract - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B.** Interest of Other Local Public Officials - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C.** Interest of Contractor and Employees - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed or subcontracted.

19. DISCRIMINATION PROHIBITED:

- A.** The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve

component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

- B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20. INSURANCE:

- A. The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B. The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract.
- C. The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D. No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Contract may be terminated by giving written notice.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

22. OTHER PROVISIONS:

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the COUNTY governing body. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.

- 23. NOTICES:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

For COUNTY inquire to:

| | |
|---------------------------|--|
| County Department: | Brown County Purchasing |
| Mailing Address: | 305 E Walnut Street, 5 th Floor, PO Box 23600 |
| City, State Zip: | Green Bay, WI 54305-3600 |
| Email: | BC_Administration_Purchasing@co.brown.wi.us |
| Phone: | (920) 448-4040 |

For CONTRACTOR inquire to:

| | |
|---------------------------|--|
| Contractor: | |
| Mailing Address: | |
| City , State, Zip: | |
| Email: | |
| Phone: | |

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County acts only as the "Contracting Agent" for those public agencies.

Attachment A: Scope of Services

Attachment B: Completed Cost Sheet

*****Continue To Next Page (Signature Page)**

SIGNATURE PAGE

BROWN COUNTY PURCHASING

Dale DeNamur, Senior Buyer

Signature: _____

Date: _____

BROWN COUNTY LAND & WATER CONSERVATION

Mike Mushinski, Director

Signature: _____

Date: _____

BROWN COUNTY EXECUTIVE

Troy Streckenbach, County Executive

Signature: _____

Date: _____

CONTRACTOR

*(To be signed by the person authorized to
legally bind your firm to this contract)*

Vendor
Name: _____

Address: _____

City /
State: _____

Zip Code: _____

Phone: _____

Website: _____

Email: _____

Printed
Name: _____

Signature: _____
(Required)

Title: _____

Date: _____

Distribution:

Original – Purchasing

Copy – Contractor(s)

Copy – Responsible Department(s)