



**REQUEST FOR PROPOSAL (RFP)
MUNICIPAL SOLID WASTE
COLLECTION, DISPOSAL AND
RECYCLING SERVICES FOR THE
CITY OF ELKHORN**

Section 1: Overview and Introduction

- 1) The City of Elkhorn (City) intends to award a contract for municipal solid waste collection, disposal and recycling services. The City is requesting proposals for the collection, removal and disposal of municipal solid waste for residential and commercial services and to divert suitable materials for recycling. The approximate service area will be the City limits of the City of Elkhorn. The City of Elkhorn is located in southeastern Wisconsin in the middle of Walworth County and has a population of approximately 10,317. The City has approximately 2,999 solid waste and recycling customer accounts. This house count is subject to an upward adjustment to accommodate the anticipated future development in the City.
- 2) **EXCLUSIVE CONTRACT** – It is the intent of the City to award an exclusive contract for a five (5) year period commencing January 1, 2024 and ending December 31, 2028 for curbside collection of residential garbage and recyclable materials.
- 3) **NEGOTIATION OF CONTRACT** -The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the City. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the City and the Contractor.
- 4) **CONTRACT AWARD OR REJECTION** - The City reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The City of Elkhorn reserves the right to accept any Request for Proposal or to reject any or all Request for Proposals, to waive irregularities and/or informalities in a Request for Proposal, and to negotiate a contract with any proposer in any manner, consistent with law, deemed in the best interests of the City. The City further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best

interest of the City to do so. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the City. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the City to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever. The City retains the right to assess whether the person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The City's decision or judgment on these matters will be final, conclusive, and binding.

- 5) **CRITERIA FOR CONTRACT AWARD** - The award of the contract will be to the Contractor whose proposal is determined by the City to be in the best interest of the City. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:
- A. Cost - The price of the contract for the residential curbside collection of garage and recyclable materials.
 - B. Experience of Company - Consideration will be given to those submitters who have performed similar types of work.
 - C. Customer Service Record - Demonstration of low volume of complaints and fast resolution.
 - D. Markets - Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.
 - E. Features Exceeding Minimum Specifications - Any features that the submitter can provide the City that exceeds these specifications will be weighed as a benefit towards the award of the contract. The City shall be the sole determinant if any feature is of benefit and to what degree.
- 6) **CONTRACT CONTENTS** - The City will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:
- A. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.

- B. **NOTICES** - All notices required by the contract shall be given in writing via certified mail to the City Administrator.
- C. **NON-ASSIGNABILITY** - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Mayor as authorized by the Common Council. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the contract.
- D. **INDEMNIFICATION** – The Contractor hereby agrees to indemnify, defend and hold harmless the City of Elkhorn, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, defense costs, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed or alleged to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, in connection with, or relating to this Agreement. This indemnification, defense and hold harmless obligation shall exist for the Contractor even if liability is also sought to be imposed or is alleged against City of Elkhorn, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of or in connection with or relating to this Agreement. The Contractor shall reimburse the City of Elkhorn, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that the Contractor employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Elkhorn, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.
- E. **INDEPENDENT CONTRACTOR** - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the City. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.

- F. **EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
- G. **INSURANCE** - The Contractor to whom the contract is awarded must provide the City with a certificate of insurance as proof of coverage. This certificate of insurance must also name the City of Elkhorn and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the City (such as for the provision of a portion of the services requested herein) will be required: Provide evidence of coverage of insurance or ability to obtain coverage in appropriate amounts and types, but at least in the limits specified below

City of Elkhorn

INSURANCE REQUIREMENTS
GENERAL SERVICE AGREEMENT
(NON-CONSTRUCTION)

The Service Provider shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Elkhorn.

It is hereby agreed and understood that the insurance required by the City of Elkhorn is primary and non-contributing coverage and that any insurance or self-insurance maintained by the City of Elkhorn, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

| | |
|--|-------------|
| a. Each Occurrence limit | \$1,000,000 |
| b. Personal and Advertising Injury limit | \$1,000,000 |
| c. General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| d. Products–Completed Operations aggregate | \$2,000,000 |
| e. Fire Damage limit — any one fire | \$50,000 |
| f. Medical Expense limit — any one person | \$5,000 |

g. Watercraft Liability, (Protection & Indemnity coverage) "if" the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

h. Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work

2. **BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for bodily Injury and Property Damage, provided on a Symbol #1– "Any Auto" basis.

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker's Compensation Act coverage.

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease – Each Employee

B. Employer's Liability limits must be sufficient to meet umbrella liability insurance requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Elkhorn.

5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.

6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.

7. **SERVICE PROVIDER'S EQUIPMENT OR PROPERTY** – The Service Provider is responsible for loss and coverage for these exposures. City of Elkhorn will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.
8. **INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS**
All subservice providers shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.
9. **APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF SERVICE PROVIDER & SUBSERVICE PROVIDERS**
- A. **Primary and Non-contributory requirement** – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Elkhorn
 - B. **Acceptability of Insurers** – Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
 - C. **Additional Insured Requirements** – The following must be named as additional insureds on all Liability Policies for liability arising out of service work – City of Elkhorn, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 26 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation Policies.
 - D. **Waivers of Subrogation** - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Elkhorn, its officers, council members, agents, employees, and authorized volunteers._
 - E. **Deductibles and Self-Insured Retentions** – Any deductible or self-insured retention in the contractor's policy must be declared to the City of Elkhorn and satisfied by the contractor.
 - F. **Evidences of Insurance** – Prior to execution of the agreement, the Service Provider shall file with the City of Elkhorn a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage

required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage**- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage** – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal** – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Elkhorn, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

- 7) **DEFAULT** – The City may terminate a contract by written notice of default to the Contractor if:
1. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 2. Fails to make progress so as to endanger the performance of the contract, or
 3. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or letter of credit or performance bond as is required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for

similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the City, constitute a breach of the agreement made by acceptance of the Contract, and the City will be entitled to forfeiture of the letter of credit accompanying the proposal that is required, not as a penalty, but as liquidated damages.

- 8) **PERMITS AND LICENSES** - The Successful Contractor shall obtain, at its own expense, all permits and licenses, which may be required to complete the contract.
- 9) **DUE DILIGENCE** - Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City or the compensation to the Contractor.

Section 2: Instructions for Submitting Proposals

Submittal of Proposals: Mail or deliver Proposals to the attention of:

Matthew Lindstrom, Director of Public Works

City of Elkhorn

311 Seymour Ct. | PO Box 920

Elkhorn, WI 53121

- 1) The RFP must be delivered on or before Friday, August 25, 2023 at 3:00 p.m. There will be no public opening. The envelope or box containing the RFP must be sealed and clearly marked "Request for Proposal Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Elkhorn". Questions regarding this request must be submitted in writing to Matthew Lindstrom, Director of Public Works, via e-mail at mlindstrom@cityofelkhorn.org with "RFP Solid Waste and Recycling" in the subject line. Interpretations or clarifications which result in an Addendum will be posted on the City of Elkhorn's website at <http://www.cityofelkhorn.org/> > Businesses > Bids and RFPs > *Request for Proposal Municipal Solid Waste Collection, Disposal and Recycling Services for the City of Elkhorn*. All addenda must be acknowledged and included in your RFP submission

- 2) The RFP must include the following:
- A. Cover letter signed by the appropriate authorities;
 - B. Scope of work/services to be performed, including methods for ensuring customer satisfaction and service quality and copies of related company policies;
 - C. Firm background, qualifications, experience in performance based contracts and references;
 - D. Evidence of insurance and security for faithful performance;
 - E. Draft copy of contract you propose to use;
 - F. IRS Form W-9 found [HERE \(https://www.irs.gov/pub/irs-pdf/fw9.pdf\)](https://www.irs.gov/pub/irs-pdf/fw9.pdf);
 - G. Pricing Information: Provide a proposed rate structure, including unit rates for residential dwelling units up to four units for recyclables and four units for solid waste and other services for the following:
 - H. Residential rates should be quoted for (Option One) one garbage pickup each week and one recycling pickup every other week (Option Two) one garbage pickup each week and one recycling pick up each week.
 - I. Provide new 96-gallon garbage containers and new 96-gallon recycling containers, with options for 65-gallon if requested by the customer. Containers remain property of the Contractor. Additional containers and collection, at the request of the customer, shall be offered and directly charged to the customer by the Contractor.
 - J. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer's opinion, contain trade secrets, confidential information, and other proprietary information. The City intends that trade secrets and confidential information contained in the proposals and clearly identified as such will not be open for public inspection at any time, even after the contract has been awarded and executed, and whether or not the proposer wins the contract.
 - K. An example of the tagging system to be used for Improperly Prepared Materials.
- 3) Following the August 25, 2023 deadline, City staff will review all proposals and will make a recommendation to the City Council, currently anticipated to be at the City Council meeting on September 4, 2023. Presumably, the City Council will approve that the City Attorney and staff to negotiate the details of the contract, which will be effective January 1, 2024.

- 4) Cover letter: Include a letter transmitting the proposal to the City of Elkhorn. This letter shall indicate the proposal is for solid waste and recycling services, provide the date of submittal, and must be signed in ink by the appropriate authorities. The letter shall include the full name of the proposer, address for service legal notices, name and telephone number of an authorized contact person, and shall indicate the legal status of the proposer, whether corporation, partnership or individual.
- 5) Firm background, qualifications, experience and references: Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and recycling. Discuss the firm's experience in providing the proposed service to other organizations of comparable size. Provide references from five recent contracts under which solid waste/recycling collection services were provided, and include organization's name, address, contact person, and telephone number. As the City requires that the successful respondent must have experience providing service in a performance-based contract, list all municipal collection contracts or MUD solid waste collection contracts held within the past five years, which meet these criteria. List the performance standards that you feel should be included in the contract. Include the firm's financial history with current financial statements or a statement on how the City can be made comfortable with the financial issue.
- 6) **PROHIBITED CONTACTS WITH CITY** – Any attempt to directly contact and influence any City Board Member, or any City staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification.
- 7) **LATE PROPOSALS** - Proposals arriving after the specified date, whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used.
- 8) **WITHDRAWAL OF PROPOSALS** - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Director of Public Works prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

Section 3: Specifications and General Requirements

- 1) The Contractor shall take out and maintain during the term of the Contract Public Liability and Property Damage Insurance to protect Contractor and the City during the performance of work covered by the Contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from performance under the Contract, whether such operations be by the Contractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and shall name the City and its employees and officers as additional insureds. The minimum amounts of such insurance shall be as required by law or as set forth below, whichever is greater.
- 2) If persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor in their performance of the work or from the Contractor's failure to comply with any of the provisions of the Contract or of law, the Contractor shall indemnify and hold the City of Elkhorn and its officers, employees and agents harmless from any and all claims and judgments for damages, and from costs and expenses to which the City of Elkhorn and its officers, employees and agents may be subject or which it may suffer or incur by reason thereof.
- 3) The Contractor shall not commence its work until it has obtained all insurance required under this section and filed Certificates of Insurance thereof with the Director of Public Works.
- 4) **COMPETENT LABOR.** The Contractor shall only employ competent and skilled workers and supervisors in the conduct of work under the Contract. While on the job, the workers and supervisors shall maintain good and reasonable behavior.
- 5) **DAMAGE TO STREETS PROHIBITED** -The Contractor shall provide collection equipment that will not disfigure or damage City streets and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The City shall require the Contractor to repair, to the City's satisfaction and at the Contractor's expense, all damage to City property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunction, or operator negligence. Contractor shall pay any City invoice for repair within thirty (30) days.
- 6) **FREQUENCY OF COLLECTION** – (Option one) Garbage pickup shall be performed weekly to all residential units within the Cities corporate limits and Recycling pickup shall be performed on a biweekly basis. (Option two) Garbage and Recycling pickup shall both be performed weekly to all residential units within the Cities corporate limits.

- 7) **COLLECTION HOURS** - Collection services by all vehicles will begin no earlier than 6:00 a.m. All collection for each scheduled day shall be completed by 5:00 pm, if possible. Residents shall be required to set out garbage and recyclables, curbside, by 6:00 am on the scheduled day of collection.
- 8) **POINT OF COLLECTION** - Collection shall be made at the curbside .
- 9) **MISSED COLLECTION** - The Contractor shall establish and publicize a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor or the City shall be remedied by the Contractor collecting the materials by 5:00 pm on the following business day. A representative of the Contractor shall contact a designated representative of the City to resolve any issues.
- 10) **QUALITY OF SERVICE** - The Contractor shall perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided. The Contractor shall, at each service address, neatly return the containers where they were found. The Contractor shall repair or replace at their expense containers damaged as a result of the handling thereof, reasonable wear and tear expected. Crews shall carry official company identification and shall present such identification upon request. The Contractor shall establish and maintain a method for accepting and responding within 24 hours to City and resident calls and complaints from a timeframe at a minimum of 8 am to 6 pm. Contractor's staff shall be knowledgeable and courteous in answering City and residents' information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the City as often as needed to review City and resident complaints and resolutions.
- 11) **CLEAN-UP ON ROUTE** - The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within two (2) hours of verbal notification by the City will be removed by the City at the Contractor's expense. Contractor shall pay any City invoice for clean-up within thirty (30) days.
- 12) **COLLECTION ON HOLIDAYS** - When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next day after the regular collection day. The collection "weekdays" for both garbage and recycling shall be from Monday through F r i d a y . Thus, if regular collection is Monday through Friday and if a holiday falls on Monday, the collections days will shift to Tuesday and Wednesday through Saturday, or an agreed upon alternate schedule.

- 13) **BAD WEATHER** - If the weather is too dangerous for employees to pick up garbage and recycling it is the responsibility of the contractor to inform the City in advance that they will not be picking up that day.
- 14) **IMPROPERLY PREPARED MATERIALS** - When the Contractor encounters improperly prepared material, the following procedure shall be followed.
- A. On the first occurrence, the Contractor shall pick up all garbage and recyclables and process it properly. The Contractor shall complete a formal tag approved by the City noting the problem and leave it with the resident. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material was not collected. Example explanations include but are not limited to: improper recycling preparation; garbage not in the container, etc.
 - B. Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials. The date and address shall be documented.
 - C. The Contractor shall supply via email or mail a log of all notices, including address and error message, to the City on a monthly basis.
- 15) **EQUIPMENT REQUIREMENTS** -
- A. Safety and Maintenance - All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and City residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within two (2) hours of verbal notification by the City or will be removed by the City at the Contractor's expense.
 - B. Identification - All collecting equipment shall be clearly identified by affixing the contractor's name and telephone number permanently and conspicuously to both sides of the equipment.
- 16) **PROCESSING REQUIREMENT** - Processing of the collected garbage and recyclable will be the responsibility of the Contractor.
- 17) **NEW SERVICE** – Upon setup of a new service (service has never existed at this address) the contractor shall, within one week of the date of notification from the City, provide recycling and garbage containers to the address. Notification shall consist of an email listing of the address and the date the containers shall be supplied by.

- 18) **REPAIR** - Upon notification of the need to repair a container, the contractor shall within one week of the date of notification from the customer/City, provide a new container or repair the existing container to the address. Notification shall consist of an email listing of the address and the date the container shall be repaired/supplied by.
- 19) **NEW HOMES** - The City will update the Contractor with new residential home move in's for garbage and recycling every January 1st and July 1st.

Section 4: Base Service

The contractor shall provide billing directly to the City on a monthly basis. The City of Elkhorn, through a contractor offers its customers:

- 1) Once a week trash pickup to all residential and up to four unit dwelling unit customers;
- 2) Up to 96-gallon wheeled containers are available to all single family, two unit, three unit, and 4 unit dwelling unit customers, with an option for a 65-gallon per customer request.
- 3) Every other week or every week curbside residential and up to four unit dwelling recycling, including most type of papers, glass of all colors, aluminum cans, steel food cans, #1 to #7 plastic containers, and cardboard. Recyclable Containers are given to new construction customers who request them and are provided by the contractor.
- 4) Curbside Bulk Collection. The Contractor shall provide, at a reasonable rate, and upon request, pickup of furniture, appliances, carpeting/padding, and similar items, from a unit eligible for trash and recyclables collection services. One (1) such request for up to two items per month shall be provided to each unit at no cost to the customer. The cost to provide the first bulk item request, for up to two items, per month shall be included in the base price. Additional bulk item requests provided beyond the one per month shall be offered and directly charged to the customer by the Contractor.
- 5) The failure or omission of any proposer to familiarize itself with the sites and existing conditions and service levels in the City shall in no way remove the contractor from any obligations of its proposal. No additional compensation will be granted due to a lack of knowledge of the sites, service levels, or the conditions under which the work will be accomplished in the City. The City makes no representation as to the reliability of its estimates of service levels and growth.
- 6) The City is seeking a mutually beneficial, long-term public/private partnership based upon an incentive approach, and desire to negotiate a contract for a term of reasonable length.
- 7) Maximize sanitary and aesthetic living conditions for all residents;
- 8) Maintain positive communications with the City and the customer;

- 9) Collect and transport solid waste from all residential customers within the City of Elkhorn to an environmentally safe and permitted disposal site;
- 10) Collect and transport residential recyclables to a materials recovery facility;
- 11) Provides monthly billing to the City for waste services;
- 12) Contractor shall make every effort to continue to provide weekly residential collection of solid waste and recyclable services on same day of the City's current collection schedule which is Tuesday through Friday
- 13) Provide alternate service programs as desired by the City and the customers. Indicate your willingness to participate with multiple-entity partnerships.
- 14) The Common Council, Mayor and staff are dedicated to responsive and customer-focused solid waste and recycling services for the citizens within the City of Elkhorn. The City of Elkhorn is interested in proposals from companies with a strong commitment to excellent customer service, and who will work well with the City organization, which promotes and supports core values, trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive, innovative and friendly, interested in becoming a key player in the healthy community initiatives and projects, and committed to offering the City residents and businesses with quality services. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic.
- 15) The city will take bids on price per stop (option one) weekly for garbage and biweekly for recycling. (Option two) weekly for garbage and weekly for recycling.
- 16) **Data Collection and Reporting** -The Contractor shall prepare and submit to the City reports, due after the beginning of each month. The report shall include, but not be limited to the following information:
 - o Total tons of garbage, recyclables each month;
 - o All reports, data, and information, once supplied to the City, will become the property of the City to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the City upon assertion as to its proprietary nature by the Contractor.
- 17) **Disasters** – The Contractor shall be responsible for collecting all garbage items normally collected in the event of flooding or other man-made or natural disasters regardless of the amount of material is generated. Regular collection times may be waived by the City in such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.

- 18) **Mixing Prohibited** – The Contractor shall not at any time mix recycling and garbage collected within the City. Recycling materials must be processed as recyclables by the Contractor.
- 19) **Collection** - Collection shall be done in accordance with a specific collection schedule, established and maintained by the Contractor and approved by the City. The schedule shall designate collection area, day and approximate time of collection. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. The Contractor shall collect recyclables in each designated collection area on the same day garbage is collected in that area. The Contractor shall lay out collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection day. When a designated collection is scheduled for pick-up on a holiday (New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas), collection for that area shall be made on the day following the regular day.

Section 5: Municipal Services – at no additional cost to the City

- **Year Round Locations with pickup once per week**

| <u>Location</u> | <u>2-YD Garbage</u> | <u>4-YD Garbage</u> | <u>2-YD Recycling</u> |
|--|---------------------|---------------------|-----------------------|
| City Admin. Offices, 311 Seymour St | 1 | | 1 |
| Library, 101 N Wisconsin St | 1 | | 1 |
| Public Works, 401 E Centralia St | | 1 | 1 |
| Water Treatment Plant, N5500 Cobb Rd | 1 | | 1 |
| Fire Department, 13 S Broad St | 1 | | 1 |
| Sunset Park, 200 Devendorf St | | 2 | 1 |
| Babe Mann Park, 960 Proctor Dr | | 1 | 1 |
| Rotary Soccer Complex, 301 W O’Connor Dr | 1 | | 1 |
| Harris Park, 1 S Wright St | | 1 | |

- **Downtown Historic vicinity collection**
 - Weekly collection of garbage from City owned Trash Receptacles located in the historic downtown vicinity from S. Broad St. to Wright St. and from Geneva St. to Court St. There are a total of twenty-three (25) Trash Receptacles. Collection shall occur on Friday’s.

- **Compost / Yard Waste disposal**
 - The Contractor shall provide roll-off dumpsters and disposal twice per week on Tuesday's and Friday's for grass, yard waste and leaves. Dumpsters to be located at the Public Works Facility at 401 E. Centralia St.
 - One (1) 30 yard roll-off dumpster from April 1st through September 30th
 - Two (2) 40 yard roll-off dumpster's from October 1st through November 30th

Section 6: Contractor – Bid Summary

The bid shall follow the below format:Rate Adjustments: The rates set forth herein are locked through December 31st, 2024, but shall be increased annually on each anniversary of the Commencement Date, beginning January 1, 2025, by the great of either (i) a percentage equal to 100% of the annual change in the Consumer Price Index (CPI-U) Midwest, all items as promulgated by the United States Bureau of Labor Statistics; or (ii) two and one half percent (2.5%), but not to exceed 5%. The rates set forth shall be increased on a pro-rata basis to reflect any increased costs actually incurred by Contractor due to any unavoidable change or interpretation in law, rule, or regulation, which increases shall be evidenced by documentation provided by Contractor to the City upon request. Contractor may petition the City for any other rate adjustments from time to time on the basis of unusual changes in its costs of doing business. In such event Contractor shall submit a written request for such rate adjustment, which request shall not be unreasonably denied and shall be effective from the date of Contractor's request to the City.