



Minutes

Committee #4

Recycling, Computerization, Buildings and Intergovernmental Services

Committee #4 met on Thursday, September 10, 2020 at 1:00 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: **Remotely** – Chuck Hull and Rob Kiefer. Absent was Paul Olson.

Mayor/Council Members present: **Remotely** – John Monarski

Others present: **Remotely** – Finance Manager/Treasurer Lynne Bauer; Street and Utility Maintenance Manager Rick Ruf; Chippewa County Recycling Coordinator Renee Yohnk; Representatives from Express Disposal, Waste Management, Advanced Disposal, and Boxx Sanitation; and City Clerk Bridget Givens.

In-person – Utility Office Manager Connie Freagon.

The meeting was called to order at 1:00 pm.

1. Discuss options for the City's Recycling Program and Waste Collection including an activity schedule for bid solicitation and requirements for the RFP. Possible recommendations to the Council.

The Committee reviewed the proposed changes to the Request for Proposal (RFP) relative to the City's recycling program and possible waste collection. Corrections and additions were discussed including the following:

- Under Scope of Work – change resident to household and references to “City of Chippewa Falls” cart to a cart approved by Committee #4;
- References to 96-gallon cart changed to 95-gallon;
- Possibility of changing the garbage billing from being handled by the waste hauler to billing being done by the City of Chippewa Falls. It will have to be determined if delinquent garbage bills can be placed on the tax roll before this can be changed in the RFP.

Requirements of the RFP were discussed which included the following:

- Five-year contract with a one-year extension option;
- Three bidding options including recycling only, recycling and trash, and trash only with bidders being required to provide a bid on recycling ;
- Recycling pickup every other week and trash weekly; and
- Trash containers should be 65 gallon with the ability to request a small container with no reduction in price.

Discussion ensued regarding walk-up service and alley pickup. It has been determined that roughly 375 residences require alley pickup. It will be necessary for bidders to ensure they have the equipment to accommodate alley pickup. The Recycling Coordinator will be the point of contact should someone want to petition for alley pickup.

The Committee reviewed the activity schedule as attached.

Motion by Kiefer/Hull to recommend Council approve the Request for Proposal for the City's Recycling Program and Waste Collection as amended. **All present voting aye, motion carried.**

2. Adjournment

Motion by Kiefer/Hull to adjourn at 1:50 pm. All present voting aye, motion carried.

**Minutes submitted by:
Chuck Hull, Chair**

Request for Proposals

TO WHOM IT MAY CONCERN:

The City of Chippewa Falls is requesting proposals for:

**CURBSIDE COLLECTION AND MARKETING OF RECYCLABLES AND GARBAGE
COLLECTION AND DISPOSAL AND/OR A COMBINATION OF BOTH
FOR THE CITY OF CHIPPEWA FALLS, WISCONSIN**

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Sealed proposals shall be delivered to the Office of the City Clerk, City Hall, 30 West Central Street, Chippewa Falls, WI 54729, no later than 10:00 a.m. on ~~Monday, October 5, 2020~~, ~~Tuesday, October 1, 2013~~. The bids will be publicly opened and read aloud at the City Hall, 30 W. Central Street, Chippewa Falls, Wisconsin. All potential contractors and the public may attend the proposal opening. The City shall then take all proposals under review. The City will render a decision within forty-five (45) days after the opening of the proposals. No proposal received after the closing time shall be considered. These proposals will be refused and returned unopened. It is the contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope. Sealed envelopes should be clearly labeled "Sealed Proposal for Recyclable Collection" with the contractor's name, address, date and time of opening. Six (6) originals of the proposal should be furnished. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to City Clerk, City of Chippewa Falls, 30 W. Central Street, Chippewa Falls WI 54729.

No responsibility shall be attached to the City Clerk or the City for the premature opening or non-opening of a proposal not properly addressed and identified except as otherwise provided by law. Proposals received prior to the time of opening will be securely kept and unopened. Facsimile (FAX) machine transmitted proposals shall not be accepted nor will the City transmit RFP documents to prospective Contractors by way of a facsimile machine.

CONTRACTOR INFORMATION TO BE INCLUDED WITH PROPOSAL

The Contractor shall furnish the following information with his proposal:

- A. A list of areas or municipalities in the State of Wisconsin for which the Contractor furnished or has furnished recyclable collection and marketing for a period of at least one year within the last three years. Use the form provided, labeled Form 1 – References.
- B. A complete list of the Contractor's vehicles to be utilized in the City in the performance of this contract. Use the form provided, labeled Form 2 – Contractor's Vehicles and Facility.
- C. A list of the markets for recyclable materials to be recycled and marketed under this contract. Use the form provided, labeled Form 3 – Recyclable Materials Collection List for Contract Period 201421-201625.

- D. A signed proposal. Use the form provided, labeled Form 4 – Proposal for Collection and Marketing of Recyclables, Solid Waste Collection and Disposal, and/or a Combination of Both for the City of Chippewa Falls, Wisconsin. January 1, 2021~~14~~ through December 31, 2025~~15~~, with one (1) year extension through December 31, 2016.
- E. Proposal Security – 5% of the proposal.
- F. A sample of the tagging systems used to reject non-recyclable materials.

Contractors should use extra copies of schedules or supplemental sheets as necessary to supply information. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. All blanks on the proposal and schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces.

ADDENDA AND INTERPRETATIONS

Every request for such interpretation should be in writing addressed to City of Chippewa Falls, City Clerk, 30 W. Central St., Chippewa Falls, Wisconsin, 54729 and to be given consideration must be received by September 28, 2020, at 3 pm at least five days prior to the date fixed for the opening of the proposals. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective contractors (at the respective addresses furnished for such purposes), by September 30, 2020, no later than three days prior to the date fixed for the opening of the proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his/her proposal as submitted. All addendas so issued shall become a part of the contract documents.

WITHDRAWALS AND DECLINATIONS

A written request for the withdrawal of a proposal may be granted if the request is received by the City Clerk prior to the specified time of opening. After the closing time, the Contractor cannot withdraw or cancel its proposal for a period of forty five (45) calendar days, and such proposal will be binding during that time.

NON-ACCEPTANCE OF PROPOSALS

No proposal shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or has defaulted in its surety or any other obligation to the City, or has failed to faithfully perform any previous contract with the City.

SECURITY FOR THE PROPOSAL

Each proposal shall be accompanied by a security for the proposal, which shall be in the form of a certified check, bid bond, or a bank cashier's check equal to at least 5% of the proposal, made payable to the City of Chippewa Falls. Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the security for the proposal of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw his proposal, or neglect or refuse to enter into a contract and provide the required bond and insurance certificates within fifteen (15) days of being notified of the award, the Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- A. The successful Contractor's security shall be retained until the required performance bond and insurance certificates have been furnished.
- B. Proposal securities and insurance certificates of the proposing Contractors shall be held until the successful Contractor has executed and delivered the contract and furnished a performance bond or until forty-five (45) days has expired at which time the securities for the proposal will be promptly returned to the unsuccessful Contractors.

COMPETENCY OF CONTRACTORS

The opening and reading or posting of proposals shall not be construed as acceptance by the City of the Contractors as being qualified, responsible candidates. The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein. The City shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

MINIMUM SPECIFICATIONS: OPTION 1: RECYCLING ONLY

The specifications included in this package describes the services which the City believes are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. To be considered, the Contractor must submit the basic proposal (Option 1), as specified in this request for proposal. The Contractor may submit Volume Based Garbage Only (Option 2) and Combined Recyclable and Volume Based Garbage (Option 3).

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and to consider the effects and costs of any such alternatives prior to reaching a decision on the awarding of a contract. The City shall unequivocally be the sole and final judge as to whether any alternative is to be considered. This decision is final and shall not be subject to recourse by any person, firm or corporation.

INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specifications and the scope of services to be provided. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or 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. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

SPECIFICATIONS AVAILABLE FOR INSPECTION

The specifications for the collection of recyclables and Forms 1 – 4, which contain the contract requirements are available for inspection and copy at the Chippewa County Recycling Program, located in Room 11, Chippewa County Courthouse, 711 N Bridge Street, Chippewa Falls, Wisconsin. The specifications are entitled “Request for Proposals, Curbside Collection and Marketing of Recyclables, Solid Waste Collection and Disposal, and/or a Combination of Both for the City of Chippewa Falls, Wisconsin”, and are hereby made a material part of this Request for Proposals.

REQUEST FOR PROPOSALS
CURBSIDE COLLECTION AND MARKETING OF RECYCLABLES,
SOLID WASTE COLLECTION AND DISPOSAL,
AND/OR A COMBINATION OF BOTH
FOR THE CITY OF CHIPPEWA FALLS, WISCONSIN
2014, 2015, and 1-year extension for 2016-2021-2025

Introduction

The City of Chippewa Falls is seeking your proposal to provide every other week curbside household recycling services, solid waste collection services, and/or a combination of both to all city residents. Households includes all single family, 2-4 units and mobile home residences. The City of Chippewa Falls will enter into an exclusive single contract for recycling, garbage or a combination of both with the selected contractor in accordance with the services detailed in this Request for Proposal Documents. The City of Chippewa Falls reserves the right to enter into a contract with a contractor other than the lowest bidder and reserves the right to waive minor irregularities in the proposal documents and to reject proposals deemed not acceptable. The contract will be awarded to the Contractor whose proposal will be on an overall basis most advantageous to the City, as determined by the City Common Council at its sole discretion. Price, conformance to specifications, and other factors will be considered as elements of a responsible proposal at the sole discretion of the City. The City of Chippewa Falls reserves the right to further negotiate with proposers regarding any issues related to this proposal. Inquiries regarding the Request for Proposals shall be submitted by email no later than Monday, September 28, 2020, at 3 p.m.

Project Milestone	Date
<u>RFP Release</u>	<u>9-16-20</u>
<u>Public Notice</u>	<u>9-19-20</u>
	<u>9-26-20</u>
<u>Questions on RFP</u>	<u>9-28-20 at 3 pm</u>
<u>Responses on Questions</u>	<u>9-30-20 at 3 pm</u>
<u>Proposals due by</u>	<u>10-5-20 at 10 am</u>
<u>Services Start Date</u>	<u>1-1-21</u>

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Intent

It is the intent of this contract throughout its term to provide a clean, courteous, well-scheduled, and executed collection and marketing of recyclables and solid waste collection and disposal from residential households in the City. While the City recognizes that any recycling and garbage operation involves minor customer problems, the intent of this contract is to ensure that any such problems are corrected as soon as possible.

Performance Bond

The Contractor shall provide the City with a single non-cancelable performance bond for all services rendered in the amount of \$100,000 which shall be maintained in full force and effect throughout the five ~~three~~-year term of this contract at the Contractor's expense. Said bond shall be executed by and

with a surety company acceptable to the City and shall be subject to approval as to form and content by the City Attorney.

The successful Contractor shall furnish the performance bond for the full ~~five~~two-year term ~~with a one (1) year extension~~ within fifteen (15) days of being notified of the award. This contract shall not be executed by the City until the bond and insurance certificates are received and reviewed for acceptability by the City Attorney. At the discretion of the City, failure to furnish the required bond and insurance certificate within the time specified may be cause for rejection of the proposal and the award of the contract to another contractor.

Scope of Services

Description of current and proposed recycling and waste program:

The City currently offers ~~5,025~~ 5,264 households a curbside collection and recycling program utilizing an ~~18~~96-gallon ~~cart~~bin-collection system. ~~The City currently issues license to garbage haulers to service the residents. Residents select their choice of garbage hauler.~~ It is the intent of the City of Chippewa Falls to increase and improve the current recycling and waste program. The Contractor's proposal shall provide for every other week curbside recycling collection and a weekly garbage collection and/or a combination of both, ~~using the~~ An example of previous routes and days as indicated on the enclosed map and brochure (Attachment C and D). The collection days shall be no more than four (4) days during the work week. All recyclables and garbage shall be collected between the hours of 6 a.m. – 6 p.m.

The recycling tonnage for 20192 was 677~~792~~ tons of recyclable materials which is provided for a historical perspective and not as a minimum or maximum requirement.

I. Term

This contract shall take effect on January 1, 2021~~4~~ and remain in full force and effect for ~~five~~two ~~(2)~~(5) years through midnight of December 31, 202~~5~~, with an option exercisable by the City of Chippewa Falls to extend the contract for one (1) additional year through midnight of December 31, 2026, on the same terms set forth herein or upon such other terms as the City of Chippewa Falls may desire to negotiate with the Contractor, at the sole discretion of the City of Chippewa Falls, ~~with an option exercisable by the City of Chippewa Falls to extend the contract for one (1) additional year through midnight of December 31, 20126, on the same terms set forth herein or upon such other terms as the City of Chippewa Falls may desire to negotiate with the Contractor, at the sole discretion of the City of Chippewa Falls.~~

II. Scope of Work

The Contractor shall:

- 1) provide everything for the work required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, 96 gallon recycling cart~~bins~~, 64-gallon garbage carts, expendable equipment and supplies, vehicles, transportation ~~—~~services, and storage or working space required to perform and complete the collection and ~~—~~marketing of recyclables and collection and disposal of solid waste as required by the contract documents.

- 2) provide a sample of the recycling and garbage cartsbins which must be approved by City Committee #4 before they can be used. Failure to provide satisfactory cartsbins shall result in a termination of this contract.
- 3) deliver new recycling cartsbins to those whom requested one on their next collection day.
- 4) deliver new recycling bins carts to each resident that does not have a "City of Chippewa Falls" recycling cartsbin. NOTE: All cartsbins must be the "City of Chippewa Falls" cartsbin approved by Committee #4.
- 5) provide a list of cartsbin recipients within 72 hours of completion of each route. (Attachment A)
- 6) provide cartsbin replacement to each resident on an ongoing basis as needed. No additional charge to the City.
- 7) provide a list of cartsbin replacement recipients within 72 hours of completion of each route. (Attachment A)
- 8) provide 96-gallon recycling carts to all residences (approximately 5,264) at no additional charge. Provide 65-gallon garbage carts to all residences for no additional charge. If a resident wants a 32-gallon garbage cart instead, no extra charge or refund will be given to the resident. The carts shall be industry-standard rolling carts up to 1,000 18-gallon recycling bins, at no additional charge. The contractor shall provide the City of Chippewa Falls a copy of the paid receipt for 1,000 recycling bins. The bins shall be constructed of 100 mil high density polyethylene, injection molded, with a molded handles and raised drain holes. The bins shall be imprinted with the City of Chippewa Falls' logo and the words "City of Chippewa Falls". The bins shall be green in color and reasonably match the current "City of Chippewa Falls" bins. At the end of the contract term all cartsbins provided pursuant to the terms herein shall belong to and be owned by the hauler City of Chippewa Falls. The City contractor shall have no ownership rights in the cartsbins provided. All new or replacement cartsbins purchased by Contractor or otherwise provided by Contractor shall be in a form acceptable to and approved by City of Chippewa Falls Committee No. 4. At least twelve (12) recycling bins will be continually provided by the recycling hauler to the City for ongoing distribution.
- 9) provide phone log within 72 hours with resolution to each call from City Recycling Office and Contractor's office.
- 10) provide every other week curbside household recycling services to all city residents, ~~using the routes and days as indicated by the Recycling Coordinator.~~ All recyclables shall be collected between the hours of 5 a.m. - 6 p.m.

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Facilities to be collected from:

- A. All single family homes.
- B. 2-4 unit residential dwellings.
- C. Mobile home parks.
- D. Recyclables are to be collected at the curb, except if the residents' physical abilities do not allow them to place recyclables at the curb. Residents who are unable to place recyclables at the curb will notify the Recycling Coordinator who will contact the contractor to make arrangements with residents to pick up recyclables at the door. Those currently receiving walk-up services are provided as Attachment B.

E. Recyclables must be picked up in the alleys where 1-4 residential units are located in the business district or at addresses where it is impossible to get the cart to the curb. Contractor must furnish equipment suitable for use in alleys.

The Contractor may, at its option, contract separately with businesses, institutions, multi-family complexes and agencies for collection service outside the scope of this contract, subject to all City codes and ordinances, and providing that such operation shall not interfere nor be combined with the work under this contract. Any contracts between the Contractor and businesses, multi-family complexes, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

Items to be collected under this contract:

Recyclables shall be collected single stream.

- A. Corrugated Cardboard – all uncoated corrugated cardboard.
- B. Newsprint – All newspaper materials including inserts.
- C. Aluminum – All food and beverage containers including foil.
- D. Tin Cans – All food and beverage containers.
- E. Glass – All food and beverage containers. Clear, brown, and green glass.
- F. Plastics - #1 - #7.
- G. Magazines/catalogs/phone books.
- H. Paper grocery bags and other junk mail.
- I. Other metals – easy to handle metal items such as small car parts, short pipes, faucets, tools, bike parts.
- J. Any other items mandated by the DNR through regulation, rules or by statutes throughout the term of this contract.

- 11) provide a signed monthly tonnage report which summarizes the weight of each type of mandated recyclable items as referred to above A-H. The report shall be filed the 7th day of the following month and shall contain the name and address of the firm where the recyclables are marketed.
- 12) provide a signed yearly tonnage report compiled on a monthly basis which summarizes the weight of each type of mandated recyclable item as referred to above A-H. The report shall be filed by January 15th of the following year.
- 13) be accountable and report when and where each type of recyclables are either marketed or delivered to a DNR self-certified materials recovery facility as required by NR 544.16.
- 14) not unload or stockpile any materials unless at the point of permanent destination.

Collection Standards:

- 15) furnish sufficient numbers of vehicles and personnel to accomplish the work within this contract period, irrespective of adverse conditions, breakdowns or similar hindrances.
- 16) endeavor to work with as little noise, disturbance, and disruption to residents as possible. The Contractor's crews shall not play radios, tape players, or other sound amplification devices at volumes which disrupt area residences.
- 17) collect recyclables approved for collection under this contract at the curbside from each stop as designated. There shall be no limit to the number of recycling containers or the quantity of recyclables that a household may

place at the curbside to be collected by the Contractor, and the Contractor shall collect from all containers that are placed out.

- 18) return all recycling containers at each stop to the general location at which they were found, except that containers shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace, at its' own expense, any recycling containers damaged through negligence or improper handling by the collection crew. The Contractor shall not throw, drop, or toss containers. The Contractor shall handle all recycling containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up recyclables that have blown, fallen, leaked or been scattered from bags, bins, or other containers through no fault of the collection crew.
- 19) provide a tagging system for items that are not recyclable. On the tag must be an explanation as to why the recyclables were not picked up, including, but not limited to, contaminants, improper preparation, materials not accepted in program, refuse and/or yard waste mixed with recyclables, and the like. Unaccepted or contaminated recyclable materials shall be returned to the container and shall not be left on the street or parkway. The City's recycling brochure is not a replacement for the Contractor's tagging system.
- 20) provide the name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or the market(s). The Contractor shall provide the City notice prior to changing marketing or processing facilities. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected. The contractor will receive 100% of the revenues generated from the recyclables.

It is the intent of this contract that recyclables shall be recycled, and not landfilled or incinerated. No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the City's knowledge and authorization. Should such disposal occur without the City's knowledge and authorization, it shall, at the City's option, result in termination of this contract and/or reimbursed compensation to the City. Upon request of the City, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the City.

- 21) notify the City if it is readily apparent that a household continually is in violation of the City's mandatory recycling ordinance. The Contractor shall furnish violator's address and the nature of said violations to the Chippewa County Recycling Program 711 N. Bridge Street, Chippewa Falls, WI 54729
- 22) establish and maintain a manned phone through which it may be contacted directly, where service may be applied for, where the public and City personnel may call in or send inquiries and complaints, and where the public and City personnel may send and receive information either through personnel delivery or through delivery by the U. S. mail service. The manned phone service shall be equipped with sufficient telephones, and have a responsible person in charge during collection hours. The manned phone service shall be operated between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays or other days when City Hall is closed, or as may be otherwise directed by the City. All phone calls shall be returned within 48 business hours. A telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City's personnel. The

provisions of this paragraph may be modified only with the express prior approval of the City's Committee #4 and then only upon such other terms as specified by Committee #4. If Contractor acts contrary to this paragraph without the express prior approval of Committee #4 it shall be deemed by both parties to be a basis for immediate termination of this contract.

- 23) Contractor shall provide by either electronic means or written means to the City all citizen contacts or complaints by date, time and issue raised, and also information on the handling or resolution of each such contact within 72 hours of each such contact.
- 24) Contractor shall provide weekly log sheets to the City which differentiate between deliveries of "replacement or additional curbside" and curbside that have been requested and delivered to new residents moving into the community. Contractor shall provide a copy of the City's recycling brochure to each new resident receiving a recycling curbside.
- 25) within fifteen days of signing this contract, Contractor shall secure and provide evidence of a performance bond by delivering to the City a copy of the declarations page.
- 26) upon request from the City provide any equipment or vehicles to City personnel or to designated agents or service providers of the City for the purposes of inspection and testing. This may include weighing and measuring but is not limited to that.
- 27) shall, upon demand by the City, furnish proof of all insurances, licenses, and permits held by Contractor.
- 28) Contractor is hereby required to keep all insurances contracts, licenses and permits in full force and effect at all times. Failure to comply with this provision shall be deemed to be grounds, by itself, to have the contract declared in default and terminated, without notice or opportunity to reinstate or take other corrective action. Serious financial consequences can ensue for the City even in the event of a short lapse in coverage or of having licenses and permits in full force and effect. Accordingly, lapses in keeping all insurance contracts, licenses and permits in full force and effect shall likewise be deemed an act of default and deemed to be grounds, by itself, to have the contract declared in default and immediately terminated, without notices or opportunity to reinstate or take other corrective action.

The Contractor shall not commence under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City.

1. Liability and Insurance -- General Provisions

- i. No officer, employee, agent or representative of the Contractor shall commence work under this Contract until the Contractor has obtained all insurance required under this paragraph, has exhibited such insurance policies to the City and has filed certificates giving evidence of such insurance with the City.
- ii. No insurance policy required under this paragraph shall be canceled or reduced without ten (10) days written notice thereof to the City.
- iii. Any insurance policy required under this paragraph shall, upon request, be submitted to the City Attorney for his approval as to compliance with this paragraph.

2. Workman's Compensation Insurance.

- i. Contractor shall be insured as required by Chapter 102, Wisconsin Statutes, and all amendments thereto, for all employees of Contractor.

3. Comprehensive General Liability.

i. This insurance shall be comprehensive, shall protect Contractor and his agents or employees, and shall contain a blanket contractual liability endorsement. The scope of this coverage shall also include the Personal Injury Hazards.

A. This policy shall also include Broad From Property Damage Liability.

B. This policy shall include completed operations liability coverage for the life of this contract.

C. The liability limits shall not be less than:

i. Personal Injury \$1,000,000.00 aggregate

ii. Bodily Injury \$1,000,000.00 each person
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

iii. Property Damage \$1,000,000.00 each occurrence
\$1,000,000.00 each aggregate

4. City's Protective Liability.

i. This liability may be covered under the comprehensive general liability policy or by a separate policy obtained for that purpose by the Contractor. If provided in comprehensive general liability policy, the City shall be an additional named insured. If coverage is provided by a separate policy, the policy shall be written in the name of the City and shall have the same liability limits as those of the comprehensive general liability policy.

ii. Coverage of this liability shall exist through the term of this contract.

iii. City's liability insured under this coverage shall include:

A. Liability for damages occasioned by or arising out of work performed by Contractor.

B. Liability for damages occasioned by failure of Contractor to perform under this Contract.

C. Liability for liens for materials furnished or labor performed in the execution of this Contract.

D. Liability for royalties, license fees or infringement by reason of the use of any equipment or any process or device used in the performance of the Contract.

E. All costs assessed against the City in any litigation arising out of the performance or non-performance of this Contract.

5. Comprehensive Automobile Liability and Property Damage.

Contractor shall carry comprehensive automobile liability and property damage insurance covering the operations of owned, hired and non-owned motor vehicles with the following limits of liability:

- A. Bodily Injury \$1,000,000.00 Per person
 \$1,000,000.00 Per Occurrence

- B. Property Damage \$1,000,000.00 Per Occurrence

The required limits of liability may be obtained with primary liability policies or in combination with any umbrella excess third party liability policy.

The Contractor shall file Certificates of Insurance with the owner of each policy. Insurance Certificates shall provide for a ten (10) day notice to the City if any policy is reduced or cancelled.

The City shall:

- 1) upon request, provide a list of City of Chippewa Falls addresses to the recycling/garbage contractor.

- 2) provide a list of residents currently receiving walk-up services. (Attachment B)

- 3) have the right to visit and inspect the storage, processing, broker, and market locations during regular business hours with reasonable notice, along with County and DNR officials.

- 4) be responsible for designing a recycling and/or garbage brochure describing the recycling and/or garbage program and listing the telephone number of the Contractor and the City Recycling Office on the brochure.

- 5) ensure that the Recycling Coordinator provides to Contractor a log or copy of all City residents who have made telephone contact with the Recycling Coordinator and provide the address, phone number, and issue raised within 72 hours of each contact being made.

Non-performance; Default; Termination

If the Contractor fails to distribute bins, observe the established schedule of service for more than (2) consecutive working days, and if such, lack of observance is not due to extreme weather conditions, strikes, civil disorders, other acts of God, or circumstances beyond the control of the Contractor that prevent the timely accomplishment of its obligations or produce the required reporting documentation, then the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If, in the City's sole judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to correct such defective performance within 2 business days, not counting the day of giving the notice. If at the end of the 2 business day period, the Contractor has not made the necessary corrections, the

City may take such steps as are necessary to furnish services or otherwise perform according to the requirements provided for in this contract. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The City further reserves the right to terminate this contract for such non-performance. Any other termination provision in this contract which is more specific supercedes this paragraph.

Taxes, Licenses, Permits and Certificates

The Contractor shall pay its sales, use, property, income, and other taxes that are lawfully assessed on the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the execution of this contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply, at its own expense, with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract. Failure to comply with any of these requirements shall be considered a default under this contract and subject the Contractor to immediate termination without notice or opportunity for correction.

III. Contract Price

The City shall pay the Contractor for the performance of this contract a lump sum amount of _____ per year for the recycling services. ~~Garbage billing will be handled by the waste hauler and charges will be made directly from the resident to the waste hauler. This price includes 1,000 18-gallon recycling bins to be provided by the hauler.~~ Payments to the Contractor will be made in 60 equal monthly installments based on the contract price and will be paid approximately 3-5 business days after the second City Council Meeting of each month.

IV. Component Parts of the Contract Documents

The Contract documents shall include the following documents, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

- The Request For Proposals for Curbside Collection and Marketing of Recyclables for the City of Chippewa Falls, Wisconsin.
- The Contractor Basic Proposal #1 including Forms 1, 2, 3, and 4.
- The Performance Bond
- This Instrument
- Any addenda or changes to the foregoing documents agreed to by the parties hereto. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No

amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

V. Contractor's Representations

The Contractor has familiarized himself with the nature and extent of the component parts of the contract documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect contract cost or work performance.

This contract is intended to conform in all respects to applicable statutes of the State of Wisconsin, and if any part of any provision of this contract conflicts therewith, the statute shall govern.

The parties hereto, having read and understood the entirety of this agreement and all attachments, hereby affix their duly authorized signature.

VI. Non-Assignment

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

VII. Notifications

Official notifications, whenever required for any purpose under this contract, shall be made in writing to:

City Clerk
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729
(715) 726-2719

Compliance with Applicable Laws, Ordinances, and Regulations

The Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, processing and marketing of recyclables during the term of this contract. The City of Chippewa Falls requires any recycling contractor that is recycling in the City of Chippewa Falls to be licensed in the City.

Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports such as the City may require.

Damage

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage (reasonable wear and tear excepted) caused by the Contractor, including, but not limited to sod, mailboxes, recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight(48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly payment.

Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this contract, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

Arbitration

Should any controversy arise between the Contractor and the City over any of the rates, terms, and specifications of this contract, or the performance of either party hereto of the covenants and agreements contained therein, then either party may request that said controversy be referred to a board of three (3) arbitrators, one appointed by the Contractor, one by the City, and third to be appointed by said two arbitrators. The cost of arbitration shall be shared equally between the City and the Contractor.

The parties agree that neither of them shall proceed to litigation of said controversy until an effort to settle same shall be attempted by arbitration, provided, however, that nothing in this paragraph shall be interpreted as limiting the rights of the parties hereto to apply to the courts for judicial relief as provided by law after such arbitration has been carried out or attempted.

Employees and Conduct

The Contractor shall undertake to perform all collection services rendered hereunder in a neat, orderly, and efficient manner, to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

Taxes, Licenses, Permits and Certificates

The Contractor shall pay its sales, use, property, income, and other taxes that are lawfully assessed or the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the execution of this contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract. Failure to comply with any of these requirements shall be considered a default under this contract. The City shall provide the contractor with a written notice of default and if said default is not cured within two business days of receipt of said notice, the contract shall terminate.

Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, collection procedures required, labor required, and all other factors which would affect execution and completion of the work covered by this proposal.

The City street map enclosed with these RFP documents outlines the boundaries of the City. The City map shall govern as the service area of this contract. Any changes to the boundaries or service area as the result of events including, but not limited to, annexations, zoning actions, site plan approvals, or construction, shall be communicated to the Contractor by the City and the Contractor shall be responsible for collection and marketing of recyclables in these areas.

Missed Pick-ups and Complaints

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be served on the next working day. The Contractor and the City agree to jointly establish reasonable resolutions of alleged missed pick-ups.

In the event of valid complaints for other incidents, but not limited to, spillage of broken glass during collection of recyclables, recyclables dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

Holidays

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day
Memorial Day (fourth Monday in May)
Independence Day
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day

Holiday schedules for New Year's Day, Independence Day, and Christmas Day are determined by the actual date, not by any Friday-before or Monday-after business holiday. Should one of these holidays occur during the Monday through Friday work week prior to or on the regular collection day, the collection day shall be rescheduled to the next working day. No other change in the weekly schedule will be allowed without prior written consent of the City of Chippewa Falls.

Equipment/Operator Requirements

The contractor shall furnish a complete list of the vehicles and license plate numbers to be used in servicing this contract. (Refer to Form 2) The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal, or to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there is any change in the vehicles and license plate number of the vehicles.

All vehicles shall be maintained in good working condition and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids. In the event that any vehicle is not properly operable, a suitable vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no recyclables spill or blow off the vehicles. Should any recyclables spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the contractor shall be responsible for collecting or cleaning up such litter. If such litter is not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may deduct the charges from the following month's payment to the contractor for services rendered. All vehicles shall be made available for inspection during regular business hours at the request of the City. Equipment operators must meet all Federal, State, DNR and local licenses and operation requirements.

Contract Agreement

The contractor will enter into a Contract Agreement with the City of Chippewa Falls per the attachment hereto. The terms, requirements, conditions, and language in the Contract Agreement will control over any provision or statement to the contrary in this Request for Proposal(s), including any additional terms or provisions or clauses. The contractor is expected to and will need to review the attached Contract Agreement fully and in detail to determine the contractor's precise legal duties, responsibilities, obligations, liabilities, and rights. THE CONTRACT AGREEMENT CONTROLS OVER THE REQUEST FOR PROPOSAL.

ATTACHMENT A
City of Chippewa Falls
Recycling Cart ~~Bin~~ Distribution

Please fill out the addresses of homes that were delivered a new 96-gallon recycling cart ~~bin~~.

DATE	ADDRESS	PHONE NUMBER	BIN DELIVERED

ATTACHMENT B
LIST OF ADDRESSES FOR WALK-UP RECYCLING SERVICES

1. 1030 Pumphouse Road, Apt. 3
2. ~~700 "A" Street~~
3. 836 Macomber Street
4. 1033 Cedar Street
5. 505 Westwood Drive
6. 1038 W. Cedar Street
7. 745 "A" Street
8. ~~435 N. State, Villa Riva Trailer Court, #2~~
9. 155 Amstar Drive
10. 1422 Wheaton Street
11. 726 Maple Street
12. 562 E. South Avenue
13. 223 W. Grand Avenue
14. 522 W. Cedar Street
15. 524 Maitland Drive, Apt. 51
16. 914 Front Street
17. 37 E. Columbia Street
18. 719 Maple Street
19. 531 E. Garden Street
20. 201 Summit Park Drive
21. 203 Summit Park Drive
22. 787 Terrill Street
- ~~24-23.~~ 819 Maple Street

FORM 1 - REFERENCES

* Due to the City Clerk by ~~Mon~~Wednesday, ~~October 7~~October 5, 2020 at 10 a.m.

CONTRACTOR INFORMATION

Name of Contractor _____

Address of Contractor _____

Business Phone Number _____ After Hours Phone Number _____

Contact Person _____

MUNICIPALITIES SERVED

1. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

2. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

3. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

4. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

FORM 2

CONTRACTOR'S VEHICLES AND FACILITY

*** Due to the City Clerk by ~~Wednesday, October 7~~ October 5, 2020 at 10 a.m.**

Contractor Name _____

Contractor's Address _____

Contractor's Phone Number _____

Name of Recycling Facility _____

Location of Recycling Facility _____

Description of Recycling Facility _____

Name of Contact Person _____

Phone Number of Contact Person _____

of Vehicles to be used for this contract _____

Type of Vehicle _____

List Each Vehicle and License Plate Number

Will these vehicles be used for other recycling contracts? _____

Where will these vehicles be stored? _____

Name of Transfer Station Facility _____

Location of Transfer Station Facility _____

Name of Landfill Facility _____

Location of Landfill Facility _____

FORM 3

RECYCLABLE MATERIALS COLLECTION LIST FOR CONTRACT
PERIOD 2021-2025
ITEMS 1-9 INCLUSIVE AND MUST BE COMPLETED

* Due to the City Clerk by ~~Wednesday, October 7~~ Monday, October 5, 2020 at 10 a.m.

<u>Material</u>	<u>Proposed Buyer and Location of Market</u>
1. Newspaper	_____
2. Magazines, Catalogues	_____
3. Corrugated Cardboard	_____
4. Glass	_____
5. Tin Cans	_____
6. Aluminum Cans	_____
7. Other Metal	_____
8. #1- #2 Plastic	_____
9. Paper grocery bags, office paper, & other junk mail	_____
10. _____	_____

- The City of Chippewa Falls encourages all other recyclables to be collected and marketed.

FORM 4

PROPOSAL FOR
COLLECTION & MARKETING OF RECYCLABLES,
SOLID WASTE COLLECTION & DISPOSAL, AND/OR A
COMBINATION OF BOTH FOR THE
CITY OF CHIPPEWA FALLS, WISCONSIN
JANUARY 1, 2021~~14~~ THROUGH DECEMBER 31, 20~~25~~~~25~~, WITH ONE (1)
YEAR
EXTENSION THROUGH DECEMBER 31, 2016

* Due to the City Clerk by ~~Wednesday, October 7~~ Monday, October 5, 2020 at 10 a.m.

Company Name _____

1) RECYCLING ONLY: BASIC PROPOSAL

Contractor hereby proposes to perform all work described in the Specifications and Contract Documents to provide recycling services for the City of Chippewa Falls, Wisconsin during the five (5) ~~two (2)~~ year period from January 1, 2021~~14~~ through December 31, 20~~25~~~~25~~ and one (1) year extension through December 31, 2016 for the following lump sum amount.

Recyclables will be collected single sort [-] ~~[-]~~ Every other week minimum using 96 gallon rolling recycling carts. (5,264 households) Carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

\$ _____ 1,000 18 gallon recycling bins w/ "City of Chippewa Falls" logo imprinted.

\$ _____ Curbside recycling service for approximately 5,264~~025~~ households from 1/1/21~~14~~ through 12/31/25~~16~~
(53 year term)

\$ _____ Total Bid Price Cost per unit stop per month (with 96 gallon recycling carts provided by the recycling hauler)

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2) VOLUME BASED GARBAGE ONLY:

Contractor hereby proposed to perform all work described in the Specification and Contract Documents to provide volume based garbage services for residents of the City of Chippewa Falls, Wisconsin during the five (5) year period from January 1, 2021 through December 21, 2025 for the following amount.

Garbage will be collected weekly using 65 gallon rolling garbage carts. (5,264 households) Garbage carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Curbside garbage service for approximately 5,264 households from 1/1/21 through 12/31/25.

\$ _____ Cost per unit stop per month (using 65 gallon garbage carts provided by the garbage hauler). Billing for garbage will be handled by the garbage hauler.

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3) COMBINED RECYCLABLE AND VOLUME BASED GARBAGE:

Contractor hereby proposed to perform all work described in the Specification and Contract Documents to provide every other week recycling and weekly volume based garbage services for residents of the City of Chippewa Falls, Wisconsin during the five (5) year period from January 1, 2021 through December 21, 2025 for the following amount.

Recyclables will be collected single sort. Every other week minimum using 96 gallon rolling recycling carts. (5,264 households) Carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Garbage will be collected weekly using 65 gallon rolling garbage carts. (5,264 households) Garbage carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Curbside recycling and garbage service for approximately 5,264 households from 1/1/21 through 12/31/25.

\$ _____ Cost per unit stop per month (using 96 gallon recycling carts and 65 gallon garbage carts provided by the hauler). Billing for garbage will be handled by the garbage hauler.

The Contractor understands that they are responsible for providing and maintaining the carts either recycling and/or garbage carts.

The Contractor understands that the recycling payment will be made in equal monthly installments based on the Contract price. The Contractor understands that the garbage payment will be made monthly between the contractor and the resident.

The Contractor understands that the City of Chippewa Falls reserves the right to reject any or all Proposals, to waive any informalities and to award the contract to the best interest of the City.

The Contractor agrees that this Proposal shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving Proposals.

Upon receipt of written notice of the acceptance of this Proposal, the Contractor will execute the formal contract along with the required number of counterparts, the Performance Bond and other documents required by Specifications.

Accompanying this Proposal, is a certified check, bid bond or bank cashiers check in the amount of \$ _____, which is at least five percent (5%) of the amount made payable to the City of Chippewa Falls, Wisconsin. The Contractor understands that the Security for the Proposal is subject to forfeiture in the event of failure on the part of the undersigned to execute the prescribed Contract, Performance Bond and Insurance Certificates within the fifteen days (15) after its submittal to me/us.

The Contractor understands that, to be considered, a Proposal must include the Contractor Information required by the Specifications, including Forms 1, 2 & 3 and the sample of the tagging system for rejecting non-recyclable materials.

Six (6) originals of the proposal should be furnished.

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The following documents are attached to and made a part of this Proposal:

- a) Required Security for the Proposal in the form of (Certified Check), (Bid Bond), or (Bank Cashiers Check).
- b) Request for Proposal Forms 1, 2, & 3.
- c) A sample of the tagging system proposed to be used to reject non-recyclable materials.

Submitted on _____, 2020.

By _____ Signed _____
(Please print or type name)

Title _____

**REQUEST FOR PROPOSALS
 CURBSIDE COLLECTION AND MARKETING OF RECYCLABLES,
 SOLID WASTE COLLECTION AND DISPOSAL,
 AND/OR A COMBINATION OF BOTH
 FOR THE CITY OF CHIPPEWA FALLS, WISCONSIN
 2021-2025**

Introduction

The City of Chippewa Falls is seeking your proposal to provide every other week curbside household recycling services, solid waste collection services, and/or a combination of both to all city residents. Households includes all single family, 2-4 units and mobile home residences. The City of Chippewa Falls will enter into an exclusive single contract for recycling, garbage or a combination of both with the selected contractor in accordance with the services detailed in this Request for Proposal Documents. The City of Chippewa Falls reserves the right to enter into a contract with a contractor other than the lowest bidder and reserves the right to waive minor irregularities in the proposal documents and to reject proposals deemed not acceptable. The contract will be awarded to the Contractor whose proposal will be on an overall basis most advantageous to the City, as determined by the City Common Council at its sole discretion. Price, conformance to specifications, and other factors will be considered as elements of a responsible proposal at the sole discretion of the City. The City of Chippewa Falls reserves the right to further negotiate with proposers regarding any issues related to this proposal. Inquiries regarding the Request for Proposals shall be submitted by email no later than Monday, September 28, 2020, at 3 p.m.

Project Milestone	Date
RFP Release	9-16-20
Public Notice	9-19-20
	9-26-20
Questions on RFP	9-28-20 at 3 pm
Responses on Questions	9-30-20 at 3 pm
Proposals due by	10-5-20 at 10 am
Services Start Date	1-1-21

Intent

It is the intent of this contract throughout its term to provide a clean, courteous, well-scheduled, and executed collection and marketing of recyclables and solid waste collection and disposal from residential households in the City. While the City recognizes that any recycling and garbage operation involves minor customer problems, the intent of this contract is to ensure that any such problems are corrected as soon as possible.

Performance Bond

The Contractor shall provide the City with a single non-cancelable performance bond for all services rendered in the amount of \$100,000 which shall be maintained in full force and effect throughout the five-year term of this contract at the Contractor's expense. Said bond shall be executed by and with a

surety company acceptable to the City and shall be subject to approval as to form and content by the City Attorney.

The successful Contractor shall furnish the performance bond for the full five-year term within fifteen (15) days of being notified of the award. This contract shall not be executed by the City until the bond and insurance certificates are received and reviewed for acceptability by the City Attorney. At the discretion of the City, failure to furnish the required bond and insurance certificate within the time specified may be cause for rejection of the proposal and the award of the contract to another contractor.

Scope of Services

Description of current and proposed recycling and waste program:

The City currently offers 5,264 households a curbside collection and recycling program utilizing a 96-gallon cart collection system. The City currently issues license to garbage haulers to service the residents. Residents select their choice of garbage hauler. It is the intent of the City of Chippewa Falls to increase and improve the current recycling and waste program. The Contractor's proposal shall provide for every other week curbside recycling collection and a weekly garbage collection and/or a combination of both. An example of previous routes and days is indicated on the enclosed map and brochure (Attachment C and D). The collection days shall be no more than four (4) days during the work week. All recyclables and garbage shall be collected between the hours of 5 a.m. – 6 p.m.

The recycling tonnage for 2019 was 792 tons of recyclable materials which is provided for a historical perspective and not as a minimum or maximum requirement.

I. Term

This contract shall take effect on January 1, 2021 and remain in full force and effect for five(5) years through midnight of December 31, 2025, with an option exercisable by the City of Chippewa Falls to extend the contract for one (1) additional year through midnight of December 31, 2026, on the same terms set forth herein or upon such other terms as the City of Chippewa Falls may desire to negotiate with the Contractor, at the sole discretion of the City of Chippewa Falls.²

II. Scope of Work.

The Contractor shall:

- 1) provide everything for the work required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, 96 gallon recycling carts, 64-gallon garbage carts, expendable equipment and supplies, vehicles, transportation services, and storage or working space required to perform and complete the collection and marketing of recyclables and collection and disposal of solid waste as required by the contract documents.
- 2) provide a sample of the recycling and garbage carts which must be approved by City Committee #4 before they can be used. Failure to provide satisfactory carts shall result in a termination of this contract.

- 3) deliver new recycling carts to those whom requested one on their next collection day.
- 4) deliver new recycling carts to each resident that does not have a "City of Chippewa Falls" recycling cart.
NOTE: All carts must be the "City of Chippewa Falls" cart approved by Committee #4.
- 5) provide a list of cart recipients within 72 hours of completion of each route. (Attachment A)
- 6) provide cart replacement to each resident on an ongoing basis as needed. No additional charge to the City.
- 7) provide a list of cart replacement recipients within 72 hours of completion of each route. (Attachment A)
- 8) provide 96-gallon recycling carts to all residences (approximately 5,264) at no additional charge. Provide 65-gallon garbage carts to all residences for no additional charge. If a resident wants a 32-gallon garbage cart instead, no extra charge or refund will be given to the resident. The carts shall be industry-standard rolling carts. At the end of the contract term all carts provided pursuant to the terms herein shall belong to and be owned by the hauler. The City shall have no ownership rights in the carts provided. All new or replacement carts purchased by Contractor or otherwise provided by Contractor shall be in a form acceptable to and approved by City of Chippewa Falls Committee No. 4.
- 9) provide phone log within 72 hours with resolution to each call from City Recycling Office and Contractor's office.
- 10) provide every other week curbside household recycling services to all city residents. All recyclables shall be collected between the hours of 5 a.m. – 6 p.m.

Facilities to be collected from:

- A. All single family homes.
- B. 2-4 unit residential dwellings.
- C. Mobile home parks.
- D. Recyclables are to be collected at the curb, except if the residents' physical abilities do not allow them to place recyclables at the curb. Residents who are unable to place recyclables at the curb will notify the Recycling Coordinator who will contact the contractor to make arrangements with residents to pick up recyclables at the door. Those currently receiving walk-up services are provided as Attachment B.
- E. Recyclables must be picked up in the alleys where 1-4 residential units are located in the business district or at addresses where it is impossible to get the cart to the curb. Contractor must furnish equipment suitable for use in alleys.

The Contractor may, at its option, contract separately with businesses, institutions, multi-family complexes and agencies for collection service outside the scope of this contract, subject to all City codes and ordinances, and providing that such operation shall not interfere nor be combined with the work under this contract. Any contracts between the Contractor and businesses, multi-family complexes, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this contract.

Items to be collected under this contract:

Recyclables shall be collected single stream.

- A. Corrugated Cardboard – all uncoated corrugated cardboard.
- B. Newsprint – All newspaper materials including inserts.
- C. Aluminum – All food and beverage containers including foil.
- D. Tin Cans – All food and beverage containers.
- E. Glass – All food and beverage containers. Clear, brown, and green glass.
- F. Plastics - #1 - #2.
- G. Magazines/catalogs/phone books.
- H. Paper grocery bags and other junk mail.
- I. Other metals – easy to handle metal items such as small car parts, short pipes, faucets, tools, bike parts.
- J. Any other items mandated by the DNR through regulation, rules or by statutes throughout the term of this contract.

- 11) provide a signed monthly tonnage report which summarizes the weight of each type of mandated recyclable items as referred to above A-H. The report shall be filed the 7th day of the following month and shall contain the name and address of the firm where the recyclables are marketed.
- 12) provide a signed yearly tonnage report compiled on a monthly basis which summarizes the weight of each type of mandated recyclable item as referred to above A-H. The report shall be filed by January 15th of the following year.
- 13) be accountable and report when and where each type of recyclables are either marketed or delivered to a DNR self-certified materials recovery facility as required by NR 544.16.
- 14) not unload or stockpile any materials unless at the point of permanent destination.

Collection Standards:

- 15) furnish sufficient numbers of vehicles and personnel to accomplish the work within this contract period, irrespective of adverse conditions, breakdowns or similar hindrances.
- 16) endeavor to work with as little noise, disturbance, and disruption to residents as possible. The Contractor's crews shall not play radios, tape players, or other sound amplification devices at volumes which disrupt area residences.
- 17) collect recyclables approved for collection under this contract at the curbside from each stop as designated. There shall be no limit to the number of recycling containers or the quantity of recyclables that a household may place at the curbside to be collected by the Contractor, and the Contractor shall collect from all containers that are placed out.
- 18) return all recycling containers at each stop to the general location at which they were found, except that containers shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace, at its' own expense, any recycling containers damaged through negligence or improper handling by the collection crew. The Contractor shall not throw, drop, or toss containers. The Contractor shall handle all recycling containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. The Contractor shall not be responsible for collecting or cleaning up recyclables that have blown, fallen, leaked or been scattered from bags, bins, or other containers through no fault of the collection crew.

- 19) provide a tagging system for items that are not recyclable. On the tag must be an explanation as to why the recyclables were not picked up, including, but not limited to, contaminants, improper preparation, materials not accepted in program, refuse and/or yard waste mixed with recyclables, and the like. Unaccepted or contaminated recyclable materials shall be returned to the container and shall not be left on the street or parkway. The City's recycling brochure is not a replacement for the Contractor's tagging system.
- 20) provide the name and location of the facility(ies) of the Contractor, or its processor(s) or broker(s), or the market(s). The Contractor shall provide the City notice prior to changing marketing or processing facilities. The Contractor shall not be locked into taking the recyclables solely to the processor, broker, or market listed for each material. It is the City's intent to have assurance from the Contractor that markets are available for the recyclables collected. The contractor will receive 100% of the revenues generated from the recyclables.

It is the intent of this contract that recyclables shall be recycled, and not landfilled or incinerated. No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the City's knowledge and authorization. Should such disposal occur without the City's knowledge and authorization, it shall, at the City's option, result in termination of this contract and/or reimbursed compensation to the City. Upon request of the City, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the City.

- 21) notify the City if it is readily apparent that a household continually is in violation of the City's mandatory recycling ordinance. The Contractor shall furnish violator's address and the nature of said violations to the Chippewa County Recycling Program 711 N. Bridge Street, Chippewa Falls, WI 54729
- 22) establish and maintain a manned phone through which it may be contacted directly, where service may be applied for, where the public and City personnel may call in or send inquiries and complaints, and where the public and City personnel may send and receive information either through personnel delivery or through delivery by the U. S. mail service. The manned phone service shall be equipped with sufficient telephones, and have a responsible person in charge during collection hours. The manned phone service shall be operated between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays or other days when City Hall is closed, or as may be otherwise directed by the City. All phone calls shall be returned within 48 business hours. A telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City's personnel. The provisions of this paragraph may be modified only with the express prior approval of the City's Committee #4 and then only upon such other terms as specified by Committee #4. If Contractor acts contrary to this paragraph without the express prior approval of Committee #4 it shall be deemed by both parties to be a basis for immediate termination of this contract.
- 23) Contractor shall provide by either electronic means or written means to the City all citizen contacts or complaints by date, time and issue raised, and also information on the handling or resolution of each such contact within 72 hours of each such contact.
- 24) Contractor shall provide weekly log sheets to the City which differentiate between deliveries of "replacement or additional carts" and carts that have been requested and delivered to new residents moving into the community. Contractor shall provide a copy of the City's recycling brochure to each new resident receiving a recycling cart.

- 25) within fifteen days of signing this contract, Contractor shall secure and provide evidence of a performance bond by delivering to the City a copy of the declarations page.
- 26) upon request from the City provide any equipment or vehicles to City personnel or to designated agents or service providers of the City for the purposes of inspection and testing. This may include weighing and measuring but is not limited to that.
- 27) shall, upon demand by the City, furnish proof of all insurances, licenses, and permits held by Contractor.
- 28) Contractor is hereby required to keep all insurances contracts, licenses and permits in full force and effect at all times. Failure to comply with this provision shall be deemed to be grounds, by itself, to have the contract declared in default and terminated, without notice or opportunity to reinstate or take other corrective action. Serious financial consequences can ensue for the City even in the event of a short lapse in coverage or of having licenses and permits in full force and effect. Accordingly, lapses in keeping all insurance contracts, licenses and permits in full force and effect shall likewise be deemed an act of default and deemed to be grounds, by itself, to have the contract declared in default and immediately terminated, without notices or opportunity to reinstate or take other corrective action.

The Contractor shall not commence under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City.

1. Liability and Insurance – General Provisions

- i. No officer, employee, agent or representative of the Contractor shall commence work under this Contract until the Contractor has obtained all insurance required under this paragraph, has exhibited such insurance policies to the City and has filed certificates giving evidence of such insurance with the City.
- ii. No insurance policy required under this paragraph shall be canceled or reduced without ten (10) days written notice thereof to the City.
- iii. Any insurance policy required under this paragraph shall, upon request, be submitted to the City Attorney for his approval as to compliance with this paragraph.

2. Workman’s Compensation Insurance.

- i. Contractor shall be insured as required by Chapter 102, Wisconsin Statutes, and all amendments thereto, for all employees of Contractor.

3. Comprehensive General Liability.

- i. This insurance shall be comprehensive, shall protect Contractor and his agents or employees, and shall contain a blanket contractual liability endorsement. The scope of this coverage shall also include the Personal Injury Hazards.
 - A. This policy shall also include Broad From Property Damage Liability.
 - B. This policy shall include completed operations liability coverage for the life of this contract.
 - C. The liability limits shall not be less than:
 - i. Personal Injury \$1,000,000.00 aggregate
 - ii. Bodily Injury \$1,000,000.00 each person
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate
 - iii. Property Damage \$1,000,000.00 each occurrence
\$1,000,000.00 each aggregate

4. City's Protective Liability.

- i. This liability may be covered under the comprehensive general liability policy or by a separate policy obtained for that purpose by the Contractor. If provided in comprehensive general liability policy, the City shall be an additional named insured. If coverage is provided by a separate policy, the policy shall be written in the name of the City and shall have the same liability limits as those of the comprehensive general liability policy.
- ii. Coverage of this liability shall exist through the term of this contract.
- iii. City's liability insured under this coverage shall include:
 - A. Liability for damages occasioned by or arising out of work performed by Contractor.
 - B. Liability for damages occasioned by failure of Contractor to perform under this Contract.
 - C. Liability for liens for materials furnished or labor performed in the execution of this Contract.
 - D. Liability for royalties, license fees or infringement by reason of the use of any equipment or any process or device used in the performance of the Contract.
 - E. All costs assessed against the City in any litigation arising out of the performance or non-performance of this Contract.

5. Comprehensive Automobile Liability and Property Damage.

Contractor shall carry comprehensive automobile liability and property damage insurance covering the operations of owned, hired and non-owned motor vehicles with the following limits of liability:

- A. Bodily Injury \$1,000,000.00 Per person
 \$1,000,000.00 Per Occurrence

- B. Property Damage \$1,000,000.00 Per Occurrence

The required limits of liability may be obtained with primary liability policies or in combination with any umbrella excess third party liability policy.

The Contractor shall file Certificates of Insurance with the owner of each policy. Insurance Certificates shall provide for a ten (10) day notice to the City if any policy is reduced or cancelled.

The City shall:

- 1) upon request, provide a list of City of Chippewa Falls addresses to the recycling/garbage contractor.

- 2) provide a list of residents currently receiving walk-up services. (Attachment B)

- 3) have the right to visit and inspect the storage, processing, broker, and market locations during regular business hours with reasonable notice, along with County and DNR officials.

- 4) be responsible for designing a recycling and/or garbage brochure describing the recycling and/or garbage program and listing the telephone number of the Contractor and the City Recycling Office on the brochure.

- 5) ensure that the Recycling Coordinator provides to Contractor a log or copy of all City residents who have made telephone contact with the Recycling Coordinator and provide the address, phone number, and issue raised within 72 hours of each contact being made.

Non-performance; Default; Termination

If the Contractor fails to distribute bins, observe the established schedule of service for more than (2) consecutive working days, and if such, lack of observance is not due to extreme weather conditions, strikes, civil disorders, other acts of God, or circumstances beyond the control of the Contractor that prevent the timely accomplishment of its obligations or produce the required reporting documentation, then the City shall reserve the right to determine if there has been sufficient cause to justify such lack of observance. If, in the City's sole judgment, sufficient cause has not been demonstrated, then the City shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to correct such defective performance within 2 business days, not counting the day of giving the notice. If at the end of the 2 business day period, the Contractor has not made the necessary corrections, the

City may take such steps as are necessary to furnish services or otherwise perform according to the requirements provided for in this contract. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The City further reserves the right to terminate this contract for such non-performance. Any other termination provision in this contract which is more specific supercedes this paragraph.

Taxes, Licenses, Permits and Certificates

The Contractor shall pay its sales, use, property, income, and other taxes that are lawfully assessed on the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the execution of this contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply, at its own expense, with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract. Failure to comply with any of these requirements shall be considered a default under this contract and subject the Contractor to immediate termination without notice or opportunity for correction.

III. Contract Price

The City shall pay the Contractor for the performance of this contract a lump sum amount of _____ per year for the recycling services. Garbage billing will be handled by the waste hauler and charges will be made directly from the resident to the waste hauler. Payments to the Contractor will be made in 60 equal monthly installments based on the contract price and will be paid approximately 3-5 business days after the second City Council Meeting of each month.

IV. Component Parts of the Contract Documents

The Contract documents shall include the following documents, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

- The Request For Proposals for Curbside Collection and Marketing of Recyclables for the City of Chippewa Falls, Wisconsin.
- The Contractor Basic Proposal #1 including Forms 1, 2, 3, and 4.
- The Performance Bond
- This Instrument
- Any addenda or changes to the foregoing documents agreed to by the parties hereto. All provisions of the contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

V. Contractor's Representations

The Contractor has familiarized himself with the nature and extent of the component parts of the contract documents, work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect contract cost or work performance.

This contract is intended to conform in all respects to applicable statutes of the State of Wisconsin, and if any part of any provision of this contract conflicts therewith, the statute shall govern.

The parties hereto, having read and understood the entirety of this agreement and all attachments, hereby affix their duly authorized signature.

VI. Non-Assignment

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the City, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

VII. Notifications

Official notifications, whenever required for any purpose under this contract, shall be made in writing to:

City Clerk
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729
(715) 726-2719

Compliance with Applicable Laws, Ordinances, and Regulations

The Contractor shall comply with all applicable Federal, State, County, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, processing and marketing of recyclables during the term of this contract. The City of Chippewa Falls requires any recycling contractor that is recycling in the City of Chippewa Falls to be licensed in the City.

Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the City, the Contractor shall immediately notify the City. Upon request of the City, the Contractor shall provide such accounting of details and/or copies of written accident reports such as the City may require.

Damage

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage (reasonable wear and tear excepted) caused by the Contractor, including, but not limited to sod, mailboxes, recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight(48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly payment.

Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including worker's compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this contract, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

Arbitration

Should any controversy arise between the Contractor and the City over any of the rates, terms, and specifications of this contract, or the performance of either party hereto of the covenants and agreements contained therein, then either party may request that said controversy be referred to a board of three (3) arbitrators, one appointed by the Contractor, one by the City, and third to be appointed by said two arbitrators. The cost of arbitration shall be shared equally between the City and the Contractor.

The parties agree that neither of them shall proceed to litigation of said controversy until an effort to settle same shall be attempted by arbitration, provided, however, that nothing in this paragraph shall be interpreted as limiting the rights of the parties hereto to apply to the courts for judicial relief as provided by law after such arbitration has been carried out or attempted.

Employees and Conduct

The Contractor shall undertake to perform all collection services rendered hereunder in a neat, orderly, and efficient manner, to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

Taxes, Licenses, Permits and Certificates

The Contractor shall pay its sales, use, property, income, and other taxes that are lawfully assessed or the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the execution of this contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this contract. Failure to comply with any of these requirements shall be considered a default under this contract. The City shall provide the contractor with a written notice of default and if said default is not cured within two business days of receipt of said notice, the contract shall terminate.

Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the service required to be provided under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, collection procedures required, labor required, and all other factors which would affect execution and completion of the work covered by this proposal.

The City street map enclosed with these RFP documents outlines the boundaries of the City. The City map shall govern as the service area of this contract. Any changes to the boundaries or service area as the result of events including, but not limited to, annexations, zoning actions, site plan approvals, or construction, shall be communicated to the Contractor by the City and the Contractor shall be responsible for collection and marketing of recyclables in these areas.

Missed Pick-ups and Complaints

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be served on the next working day. The Contractor and the City agree to jointly establish reasonable resolutions of alleged missed pick-ups.

In the event of valid complaints for other incidents, but not limited to, spillage of broken glass during collection of recyclables, recyclables dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

Holidays

For the purposes of this contract, the following holidays shall be deemed official holidays:

New Year's Day
Memorial Day (fourth Monday in May)
Independence Day
Labor Day (first Monday in September)
Thanksgiving Day (fourth Thursday in November)
Christmas Day

Holiday schedules for New Year's Day, Independence Day, and Christmas Day are determined by the actual date, not by any Friday-before or Monday-after business holiday. Should one of these holidays occur during the Monday through Friday work week prior to or on the regular collection day, the collection day shall be rescheduled to the next working day. No other change in the weekly schedule will be allowed without prior written consent of the City of Chippewa Falls.

Equipment/Operator Requirements

The contractor shall furnish a complete list of the vehicles and license plate numbers to be used in servicing this contract. (Refer to Form 2) The City reserves the right to request descriptive literature or specification sheets for each type of vehicle listed as it deems necessary to determine additional details to evaluate the Contractor's proposal, or to properly administer specifications of this contract. Upon request of the City, the Contractor shall demonstrate that collection equipment is suitable for the materials to be collected. The Contractor shall notify the City if there is any change in the vehicles and license plate number of the vehicles.

All vehicles shall be maintained in good working condition and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on City streets which leaks any fluids. In the event that any vehicle is not properly operable, a suitable vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no recyclables spill or blow off the vehicles. Should any recyclables spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the contractor shall be responsible for collecting or cleaning up such litter. If such litter is not cleaned up after notice (verbal or written) from the City, the City may clean up same, and the City may deduct the charges from the following month's payment to the contractor for services rendered. All vehicles shall be made available for inspection during regular business hours at the request of the City. Equipment operators must meet all Federal, State, DNR and local licenses and operation requirements.

Contract Agreement

The contractor will enter into a Contract Agreement with the City of Chippewa Falls per the attachment hereto. The terms, requirements, conditions, and language in the Contract Agreement will control over any provision or statement to the contrary in this Request for Proposal(s), including any additional terms or provisions or clauses. The contractor is expected to and will need to review the attached Contract Agreement fully and in detail to determine the contractor's precise legal duties, responsibilities, obligations, liabilities, and rights. THE CONTRACT AGREEMENT CONTROLS OVER THE REQUEST FOR PROPOSAL.

ATTACHMENT A
City of Chippewa Falls
Recycling Cart Distribution

Please fill out the addresses of homes that were delivered a new 96-gallon recycling cart.

DATE	ADDRESS	PHONE NUMBER	BIN DELIVERED

ATTACHMENT B
LIST OF ADDRESSES FOR WALK-UP RECYCLING SERVICES

1. 1030 Pumphouse Road, Apt. 3
- 2.
3. 836 Macomber Street
4. 1033 Cedar Street
5. 505 Westwood Drive
6. 1038 W. Cedar Street
7. 745 "A" Street
- 8.
9. 155 Amstar Drive
10. 1422 Wheaton Street
11. 726 Maple Street
12. 562 E. South Avenue
13. 223 W. Grand Avenue
14. 522 W. Cedar Street
15. 524 Maitland Drive, Apt. 51
16. 914 Front Street
17. 37 E. Columbia Street
18. 719 Maple Street
19. 531 E. Garden Street
20. 201 Summit Park Drive
21. 203 Summit Park Drive
22. 787 Terrill Street
23. 819 Maple Street

FORM 1 - REFERENCES

*** Due to the City Clerk by Monday, October 5, 2020 at 10 a.m.**

CONTRACTOR INFORMATION

Name of Contractor _____

Address of Contractor _____

Business Phone Number _____ After Hours Phone Number _____

Contact Person _____

MUNICIPALITIES SERVED

1. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

2. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

3. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

4. Name of area or municipality in which you have held previous contracts? _____

Address of area or Municipality _____

Contact Person _____

Phone Number _____

Type of Contract _____

Term of Contract _____

FORM 2

CONTRACTOR'S VEHICLES AND FACILITY

* Due to the City Clerk by Monday, October 5, 2020 at 10 a.m.

Contractor Name _____

Contractor's Address _____

Contractor's Phone Number _____

Name of Recycling Facility _____

Location of Recycling Facility _____

Description of Recycling Facility _____

Name of Contact Person _____

Phone Number of Contact Person _____

of Vehicles to be used for this contract _____

Type of Vehicle _____

List Each Vehicle and License Plate Number

Will these vehicles be used for other recycling contracts? _____

Where will these vehicles be stored? _____

Name of Transfer Station Facility _____

Location of Transfer Station Facility _____

Name of Landfill Facility _____

Location of Landfill Facility _____

FORM 3

**RECYCLABLE MATERIALS COLLECTION LIST FOR CONTRACT
PERIOD 2021-2025**

ITEMS 1-9 INCLUSIVE AND MUST BE COMPLETED

*** Due to the City Clerk by Monday, October 5, 2020 at 10 a.m.**

<u>Material</u>	<u>Proposed Buyer and Location of Market</u>
1. Newspaper	_____
2. Magazines, Catalogues	_____
3. Corrugated Cardboard	_____
4. Glass	_____
5. Tin Cans	_____
6. Aluminum Cans	_____
7. Other Metal	_____
8. #1- #2 Plastic	_____
9. Paper grocery bags, office paper, & other junk mail	_____
10. _____	_____

- The City of Chippewa Falls encourages all other recyclables to be collected and marketed.

FORM 4

**PROPOSAL FOR
COLLECTION & MARKETING OF RECYCLABLES,
SOLID WASTE COLLECTION & DISPOSAL, AND/OR A
COMBINATION OF BOTH FOR THE
CITY OF CHIPPEWA FALLS, WISCONSIN
JANUARY 1, 2021 THROUGH DECEMBER 31, 2025,**

*** Due to the City Clerk by Monday, October 5, 2020 at 10 a.m.**

Company Name _____

1) RECYCLING ONLY:

Contractor hereby proposes to perform all work described in the Specifications and Contract Documents to provide recycling services for the City of Chippewa Falls, Wisconsin during the five (5) year period from January 1, 2021 through December 31, 2025 for the following lump sum amount.

Recyclables will be collected single sort. Every other week minimum using 96 gallon rolling recycling carts. (5,264 households) Carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Curbside recycling service for approximately 5,264 households from 1/1/21 through 12/31/25
(5 year term)

\$ _____ Cost per unit stop per month (with 96 gallon recycling carts provided by the recycling hauler)

2) VOLUME BASED GARBAGE ONLY:

Contractor hereby proposed to perform all work described in the Specification and Contract Documents to provide volume based garbage services for residents of the City of Chippewa Falls, Wisconsin during the five (5) year period from January 1, 2021 through December 21, 2025 for the following amount.

Garbage will be collected weekly using 65 gallon rolling garbage carts. (5,264 households) Garbage carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Curbside garbage service for approximately 5,264 households from 1/1/21 through 12/31/25.

\$ _____ Cost per unit stop per month (using 65 gallon garbage carts provided by the garbage hauler). Billing for garbage will be handled by the garbage hauler.

3) COMBINED RECYCLABLE AND VOLUME BASED GARBAGE:

Contractor hereby proposed to perform all work described in the Specification and Contract Documents to provide every other week recycling and weekly volume based garbage services for residents of the City of Chippewa Falls, Wisconsin during the five (5) year period from January 1, 2021 through December 21, 2025 for the following amount.

Recyclables will be collected single sort. Every other week minimum using 96 gallon rolling recycling carts. (5,264 households) Carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Garbage will be collected weekly using 65 gallon rolling garbage carts. (5,264 households) Garbage carts will be provided by the selected hauler and will remain the property of the hauler at the end of the contract.

Curbside recycling and garbage service for approximately 5,264 households from 1/1/21 through 12/31/25.

\$ _____ Cost per unit stop per month (using 96 gallon recycling carts and 65 gallon garbage carts provided by the hauler). Billing for garbage will be handled by the garbage hauler.

The Contractor understands that they are responsible for providing and maintaining the carts either recycling and/or garbage carts.

The Contractor understands that the recycling payment will be made in equal monthly installments based on the Contract price. The Contractor understands that the garbage payment will be made monthly between the contractor and the resident.

The Contractor understands that the City of Chippewa Falls reserves the right to reject any or all Proposals, to waive any informalities and to award the contract to the best interest of the City.

The Contractor agrees that this Proposal shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving Proposals.

Upon receipt of written notice of the acceptance of this Proposal, the Contractor will execute the formal contract along with the required number of counterparts, the Performance Bond and other documents required by Specifications. Accompanying this Proposal, is a certified check, bid bond or bank cashiers check in the amount of \$ _____, which is at least five percent (5%) of the amount made payable to the City of Chippewa Falls, Wisconsin. The Contractor understands that the Security for the Proposal is subject to forfeiture in the event of failure on the part of the undersigned to execute the prescribed Contract, Performance Bond and Insurance Certificates within the fifteen days (15) after its submittal to me/us.

The Contractor understands that, to be considered, a Proposal must include the Contractor Information required by the Specifications, including Forms 1, 2 & 3 and the sample of the tagging system for rejecting non-recyclable materials.

Six (6) originals of the proposal should be furnished.

The following documents are attached to and made a part of this Proposal:

- a) Required Security for the Proposal in the form of (Certified Check), (Bid Bond), or (Bank Cashiers Check).
- b) Request for Proposal Forms 1, 2, & 3.
- c) A sample of the tagging system proposed to be used to reject non-recyclable materials.

Submitted on _____, 2020.

By _____ Signed _____
(Please print or type name)

Title _____

Activity Schedule to Rebid Recycling and/or Garbage Services for the City of C.F. July, 2020 through January, 2021

Contract/Bid	July	Aug	Sept	Oct	Nov	Dec	Jan
1. Identify Recycling and Garbage Options w/ container size for RFP	X						
2. Comm #4 to approve RFP options & Activity Schedule	X						
3. Recycling Coordinator develop draft RFP		X					
4. Attorney review and approve RFP, discuss scoring		X					
5. Comm #4 and City Council approve RFP and scoring			X				
6. Prepare bid packets and mail			X				
7. Public Notice Class 2			X				
8. RFP's due to City Clerk's Office				X			
9. Bids opened - Valid for 45 days				X			
10. Comm. #4 to select and recommend recycling/garbage proposal, determine performance bond amount				X			
11. City Council to approve Comm #4 recommendation				X	X		
12. Ordinance changes (if needed) Garbage Ordinance change					X		
13. Meet with Lynne to calculate monthly utility charge					X		
14. Certified Award Letter mailed from City to Contractor				X	X		
15. Walk-up Service memo to hauler						X	
16. Licensing, inspection, insurance, Performance Bond, etc.						X	
17. Recycling and/or Garbage Brochure					X	X	
18. Draft contract to include recycling and/or garbage services, attorney review, and execute contract					X	X	
Contract Requirements							
Performance Bond - Due 15 days following notification \$100,000						X	
Inspection of Equipment						X	
City Hauler's License						X	
Refund other licensed garbage haulers if only one is selected						X	
DNR Hauler's License						X	
General Liability Insurance						X	
Cashier's check returned to contractor						X	X
Sample of recycling & garbage carts					X		
Information/Education							
Notify residents of recycling changes - newsrelease						X	X
Educate residents of changes - brochure						X	X
Distribute carts with recycling information packet attached.						X	
Hauler to send mailer announcing change in program					X		

Rec. Coord City Council City Attorney
Rec. Hauler