

CITY OF RHINELANDER

**REQUEST FOR PROPOSALS FOR
RECYCLABLE AND NON-RECYCLABLE SOLID WASTE COLLECTION
HAULING AND PROCESSING SERVICES**

Questions & proposals shall be directed to:

Tim Kingman
Public Works Director
644 Washington Street
Rhineland, Wisconsin 54501
Ph. (715) 362-4731

Proposals are due no later than September 25, 2018, 2:00 p.m.

Proposals received after this time will be rejected.

OFFICIAL NOTICE

Notice is hereby given that the City of Rhinelander is seeking sealed proposals for recyclable and non-recyclable solid waste collection hauling and processing services. The scope of this request for proposals is for residential single-family and multi-family units up to 3 units.

Proposals will be received until 2:00 p.m. on September 25, 2018. The proposals shall be sealed and a public bid opening will occur at Rhinelander City Hall location (135 South Stevens Street, Rhinelander, WI) immediately after the proposal submittal deadline. Proposals received after this date and time will not be accepted. Mailed or hand delivered proposals must arrive by the noted date and time. Facsimile or email copies will not be accepted.

Proposals will be submitted with authority of organization document, proposal bid price form completed and signed (Exhibit 1), and all exceptions to required conditions noted on request for proposal form.

The original proposal along with seven (7) copies shall be addressed to the City of Rhinelander and be contained in a sealed envelope, which is marked "Proposal for Recyclable and Non-recyclable Solid Waste Collection Hauling and Processing Services."

For further information during the contact Tim Kingman, Public Works Director, City of Rhinelander at (715) 362-4731.

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City in the City's sole determination. In addition, the City reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City. In addition, the City reserves the right to award the contract to another qualified entity/person ("Proposer") if the successful Proposer does not execute a contract within thirty (30) days after the award of the proposal or the Proposer fails to comply with any other requirements of this proposal, including, but not limited to, the provision of the Certificate of Insurance.

Award of the contract to the successful Proposer shall be based upon the proposal determined most advantageous to the City of Rhinelander. Proposals must remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

Throughout this proposal the City of Rhinelander has exerted its best efforts to represent information and data that are current and applicable to this project. The City of Rhinelander is providing the information contained herein as a courtesy to the Proposer. It is the responsibility of the Proposer to use this information and verify the same during the proposal, negotiations and project implementation periods.

Best efforts have been made to provide accurate information, however, the City of Rhinelander makes no guarantees or warranties that the information contained in this proposal or reference documents are accurate and complete. The City of Rhinelander is not and shall not be liable for omissions or errors contained in this proposal and submittal of a proposal by a Proposer shall serve as the Proposer's verification and acknowledgement of the City of Rhinelander's lack of liability.

The City reserves the right to request clarification of information submitted and to request additional information. At the City's option, Proposers may be required to substantiate information provided within their proposal.

Schedule for proposals and collection services:

- Issue Request for Proposals: September 11, 2018
- Proposals Deadline: September 25, 2018 at 2:00 p.m.
- Anticipated Municipal Approval: October 8, 2018
- Term of Agreement: January 1, 2019 - December 31, 2028
- Alternate Term of Agreement: January 1, 2019 – December 31, 2024

Definitions

- A. “Bulk Item” includes items not picked up as regular waste and includes oversized items such as sofas, mattresses and appliances. Alternate proposal shall be submitted where items shall be picked up by Proposer at a separate cost charged to Customer.
- B. “Proposer” means an independent entity/individual licensed to perform waste collection and management services.
- C. “Curbside Collection” shall mean collection of waste and recycling from the front of property at the road or end of driveway.
- D. “Homeowner” means a person who owns a residence.
- E. “Municipality” means the City of Rhinelander and its authorized agents.
- F. “Recyclable Materials” shall include all items listed in Wis. Stats. §287.07(07) and shall be collected, processed, and hauled in accordance with the City of Rhinelander’s recycling ordinance and with Wisconsin Administrative Code NR544.
- G. “Resident” means a person or persons in charge of a dwelling unit and who resides in the dwelling unit.
- H. “Residential Unit” means a single-family residence, duplexes and condominiums with four units and less.
- I. “Waste” shall include all refuse from residential units except hazardous waste, toxic wastes, chemicals, explosives or ammunition, free liquids, drain or waste oil or flammable liquids, tires, building construction materials, yard waste, and recyclable materials as listed in Wis. Stats. §287.07.

Introduction

The City of Rhinelander is seeking request for proposals for residential refuse, bulk item, and single stream recycling collection services performed within the City of Rhinelander municipal boundaries. A map of the City is available as Exhibit 2.

The City of Rhinelander is currently serviced with recyclable and non-recyclable solid waste collection hauling and processing services provided by Advanced Disposal. The City of Rhinelander wishes to use 48-gallon carts for waste and 96-gallon carts for single-stream recycling collection. Alternate proposals will allow proposal of 48-gallon carts for recycling collection if collection is performed at half the specified frequency. All carts are to be manufactured by Toter, Inc. and be the “Granite” design. The trash cart is to have a black lid and the recycling cart is to have a yellow lid with recycling instructions printed in it.

Customer Base and Municipality Statistics: The Proposer shall provide curbside waste and recycling service to all residential units. The following is a breakdown of current usage:

2018 Data

Approximate residential Units	2,800
Population	7,825 (Dept. of Administration 2018 estimate)
Waste collected (approx. in tons)	1,600 tons
Recyclables containers (approx. in tons)	554 tons

Note: The City of Rhinelander does not guarantee the number of residential or customer units listed or that these quantities of refuse and recycling will be available, generated or collected by the Proposer. The information is provided as general information and done so as a courtesy only.

Scope of work:

A. Proposer's and Municipality's Role – The following outlines the Proposer's and Municipality's roles:

1. Services Provided: The Proposer shall collect refuse, bulk item, and recyclables from all single-family dwellings, duplexes, mobile homes, and condominiums, up to a maximum of three (3) units, within the limits of the City of Rhinelander and shall dispose of the materials collected in accordance with applicable state and federal laws.

2. Rights and Obligations: The Proposer shall have the right and obligation to collect all refuse, bulk item, and recyclables on behalf of the City of Rhinelander from all applicable sources within the limits of the City.

3. Proposer's Employees: The Proposer shall employ qualified and licensed persons as may be needed to collect the waste and recyclables on schedule. All such persons shall be employees of the Proposer, who shall be solely responsible for providing workers compensation and for complying with the requirements of the State of Wisconsin and the departments of Safety and Professional Services and Workforce Development, relating to the employment of such persons. The Proposer shall also be responsible for all claims and bills for wages, salaries, and supplies purchased, or in any way related to the Proposer's performance. The Proposer further agrees to comply with all applicable Federal regulations regarding employment.

4. Insurance: Proposer shall, at its sole expense, maintain in effect at all times during the term of a contract, insurance coverage with limits of liability not less than those set forth below issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such coverage shall be primary. Prior to execution of a contract, the Proposer shall furnish to the City a Certificate of Insurance. The policy of insurance shall state that coverage shall not be cancelled by the insurer in less than thirty (30) days after the insured and the City have received written notice of such cancellation. Unless otherwise indicated in proposal submitted, insurance shall be provided to meet or exceed the following levels:

Workers' Compensation Insurance in the amount of the statutory limits under Wisconsin law, and Employer's Liability Insurance in the amount of \$500,000.00.

Commercial General Liability Insurance including Products or Completed Operations, Bodily Injury, and Property Damage Liability: \$2,000,000.00

Auto Liability for bodily injury and property damage: \$1,000,000.00

Umbrella/Excess Liability Insurance in an amount of \$5,000,000 per occurrence.

5. **Equipment:** The Proposer shall provide all standard or specialized equipment necessary to collect the refuse and recyclables on schedule, in a professional and efficient manner. The equipment shall be safe, sanitary and maintained in such a manner as to accomplish the efficient collection of refuse and recyclables. Equipment will not be allowed to remain parked on the City of Rhinelander roads when not in use.

6. **Collections:**

a. **Frequency and Schedule:** The Proposer shall collect refuse and bulk items not less than once each week, and recycling not less than once per two weeks in accordance with a specific collection schedule, established and maintained by the Proposer, with the City or Rhinelander's approval, designating collection area and day. Alternate proposal provisions designating use of a 48-gallon recyclable container size will be proposed for collection on weekly schedule. Alternate proposal provisions shall designate monthly collection of bulk items to be accompanied with Provider standard cost schedule and prices charged by Provider to Customers direct. Unless the Proposer gives the City of Rhinelander and affected residents at least thirty (30) days advance notice, all regular collections, for any designated area, shall occur on the same day each week. When a designated collection is scheduled for pickup on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day, collection for that area will be completed on the business day after the regular day. The Proposer shall provide to the City of Rhinelander, specific, timely published notice to affected residents of any exceptions or changes in the regular collection schedule due to the holidays.

b. **Hours and Location:** Refuse, bulk item, and recyclables shall be collected between the following hours on designated collection dates:

6:00 a.m. and 8:00 p.m.

No collection shall occur between 8:01p.m. and 5:59 a.m.

c. **Completion:** The Proposer shall layout collection routes and provide adequate equipment and labor so as to complete scheduled collections on the designated collection dates.

d. **Noise and Disturbance:** The Proposer shall make collections with as little noise and disturbance as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise.

e. **Refuse containers:** The Proposer shall supply a granite style 48-gallon cart manufactured by Toter, Inc. for waste for each residential unit and provide a price for waste collection and disposal.

f. **Recycling containers:** The proposer shall supply a granite style 96-gallon cart manufactured by Toter, Inc. for each residential unit and provide a price for single-stream collection and processing of recycling. The proposer shall propose as alternate a granite style 48-gallon cart manufactured by Toter, Inc. for each residential unit, and provide alternate price for single-stream collection and processing of recycling.

g. **Carts:** Proposer to provide cart maintenance over the life of the contract. Cart body will be Toter, Inc. - granite style with black lids for trash and yellow lids for recycling so as to distinguish between refuse and recycling. The Proposer shall distribute the selected carts to the housing units prior to the beginning of the contract and to any new additions of residents during the life of the contract. The City intends to default

to a 48-gallon refuse, and a 96-gallon recycling container, unless an alternate 48-gallon recycling container is selected by the City with successful proposal.

Resident Customers may request supplemental carts or a larger trash cart to meet their needs by a request directly to the Proposer. The Proposer will provide and bill such services directly to the customer. The extra carts and waste disposal service shall be the sole responsibility of the Customer and the City shall have no responsibility or liability for this expanded service. Advisory pricing for additional carts or an increase in the trash cart size must be provided with this proposal. Advisory monthly pricing for monthly bulk item collection must be provided with this proposal.

h. Refuse collection: The Proposer shall collect and haul all normal household waste generated by residential single-family units, duplex units and condominium up to three (3) units to a State permitted Solid Waste Landfill.

i. Recyclables collection: The Proposer shall collect, haul and process recyclables in accordance with the City of Rhinelander's refuse and recycling ordinance, and/or any Oneida County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Proposer shall not collect non-recyclable materials if those materials are placed in the recyclable container. In the event that non-recyclable materials or recyclable materials that have not been properly prepared are left out for collection, the Proposer shall leave those items in the container and leave a notice of improper material.

j. Additions or deletions: The City of Rhinelander, upon thirty (30) days' notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Proposer. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted item(s).

k. Bulk items: The Proposer shall propose a weekly schedule of bulk item pickup and credit such amount in whole if an alternate selection is directed by City. Alternate proposal will provide at minimum a monthly pick-up schedule upon Customer request for bulk items such as furniture, appliances, carpeting/padding, computers, monitors, television and similar items with coordination with cost charged by Provider direct with Customer. Advisory pricing for bulk item pickup shall be included with proposals submitted.

l. Governmental Facility Refuse and Recycling: The successful Proposer shall provide dumpsters to the following City Government buildings for both waste and recycling at no additional charge.

<u>Location</u>	<u>Container Size</u>	<u>Collection Frequency</u>
1. City Hall	48 gallon (Refuse), 96 gallon (Recycle)	Weekly/Biweekly
2. Police and Fire Dept	48 gallon (Refuse), 96 gallon (Recycle), and 1 YD (Refuse) and 1 YD (Recycle)	Weekly/Biweekly
3. Public Works and Water Dept	48 gallon (Refuse), 96 gallon (Recycle), and 2 YD (Refuse) and 2 YD (Recycle)	Weekly/Biweekly
4. Parks Dept	2 YD (Refuse) and 2 YD (Recycle)	Weekly/Biweekly
5. Wastewater Dept	48 gallon (Refuse), 96 gallon (Recycle), and 3 - 2 YD (Refuse)	Weekly/Biweekly
6. City Golf Course	2 YD (Refuse) and 2 YD (Recycle)	Weekly/Biweekly

One (1) Yard (YD) are larger containers shall be steel construction, hinged plastic covered and equipped with casters.

m. Excluded refuse: The Proposer shall not collect refuse from an apartment building (four or more units), commercial establishment, or industry within the boundaries of the City of Rhinelander under the

terms of this Proposal or subsequent contract. The Proposer may privately contract with said excluded parties to provide the requested services. The Proposer will not be required to collect hazardous materials, liquids, soil, rocks, broken concrete or asphalt, carpeting, remodeling or demolition materials or new construction debris.

n. Clean up: The Proposer shall insure that no refuse/recyclables are spilled during the collection process, or any refuse/recycling containers are left scattered on lawns, drives, boulevards, streets, alleys or roadways. Once materials are collected, containers should be placed back in an upright position.

o. Information/Complaints: The Proposer shall staff during normal business hours, a local or toll-free telephone to provide information on the collection days and times, as well to receive any complaints of missed pickups, spillage, and etc. The Proposer shall promptly respond to any telephone or written complaints. The successful proposal provider may refer general questions on the programs to the City. The successful proposal provider will submit and coordinate customer informational materials with the City Director of Public Works to complete prior approval prior to issue. All costs for Information/Customer provisions shall be included and proposed incidental to other prices.

7. Refuse Hauling/Disposal: The Proposer shall deliver all refuse to a State of Wisconsin permitted Solid Waste Facility.

8. Recyclables Hauling/Disposal: The Proposer shall deliver all recyclables to a Wisconsin Administrative Code NR 544.16 self-certified recycling facility. The Proposer may market and sell all recyclables received from collection and retain all revenues derived from the sale.

9. Rate of Compensation:

a. Base: Proposer shall be paid on a monthly basis and within thirty (30) days from invoice date according to approved house counts, price per house as set forth by this Proposal and the terms and conditions of a contract. The Proposer shall provide to the City of Rhinelander an updated count of households within the City. The City of Rhinelander reserves the right to conduct its own count of household to verify the Proposer's numbers.

b. Landfill and Recycling Costs: Waste and Recycling Disposal costs are the responsibility of the Proposer and are included in the collection cost per unit.

c. Adjustments:

1. Regulatory Change: In the event that any statute, ordinance, or administrative rule is enacted which requires collection or disposal of waste and recyclables in a manner different from that required or described by the approved contract, the parties may agree to adjust compensation, except that such adjustments shall be limited to the additional expenses directly associated with compliance with such new laws.

2. Fee Increases: In addition to the monthly per unit cost proposed by the Proposer on the proposal, the contract will provide for specific accommodations for the following increases:

3. Fuel Surcharge: A fuel surcharge, based upon an estimated annual diesel fuel prices, will be considered by the City of Rhinelander. Proposer shall submit with this proposal their company's fuel surcharge matrix for the City of Rhinelander to consider. Annually the price paid to Proposer shall be adjusted for increases in fuel. A fuel surcharge will be computed using the

on-highway diesel prices as published by the United States Department of Energy (USDOE). Midwest (PADD 2) rates shall be used to compute the annual fuel surcharge.

i. http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_m.htm

The fuel surcharge shall be adjusted according to the annual average price of on-road diesel (12 months reported listing averaged).

4. Inflationary indexing: Annually the price paid to Proposer shall be adjusted according to the Chained-Consumer Product Index for All Urban Users (C-CPIU) as found on the Bureau of Labor Statistics for the July published report of any given year. The rate will be applied on January 1 of the upcoming year.

i. <http://www.bls.gov/news.release/cpi.t05.htm>

ii. Price paid to Contractor shall not de-escalate in those years with negative growth in C-CPIU.

iii. Price adjustment shall not exceed three (3) percent, even if C-CPIU exceeds this percentage.

10. Yearly Review: The Proposer and City of Rhinelander shall meet once per year to discuss any concerns about services the City of Rhinelander may have.

11. Reporting: Proposals shall include incidental to prices proposed furnishing quarterly reports showing calculated tonnage of refuse, recycling and bulk waste collected. Weigh scale tickets for loads shall be provided and provide basis of the required reporting.

BID PROPOSAL

THE UNDERSIGNED PROPOSES TO FURNISH RECYCLABLE AND NON-RECYCLABLE SOLID WASTE COLLECTION HAULING AND PROCESSING SERVICES AS INDICATED IN EXHIBIT 1 WITH REQUIRED ADVISORY ITEM PRICING. PROPOSALS SHALL INCLUDE THE FOLLOWING:

- AFFIDAVIT OF ORGANIZATION AND AUTHORITY
- BROCHURES AND MUNICIPAL CUSTOMER LIST
- 10 YEAR CONTRACT NON-RECYCLABLE COLLECTION AND CONTAINERS
- 10 YEAR CONTRACT RECYCLABLE COLLECTION AND CONTAINERS
- 10 YEAR CONTRACT ALTERNATE RECYCLABLE COLLECTION AND CONTAINERS
- 5 YEAR CONTRACT NON-RECYCLABLE COLLECTION AND CONTAINERS
- 5 YEAR CONTRACT RECYCLABLE COLLECTION AND CONTAINERS
- 5 YEAR CONTRACT ALTERNATE RECYCLABLE COLLECTION AND CONTAINERS

PROPOSAL SHALL INCLUDE THE FOLLOWING ADVISORY PRICING:

- Attach a price list for increased trash container or additional trash or recycling containers. These fees must be charged directly to the resident. The City shall not be responsible for payment or collection of these additional fees.
- Attach bulk item cost schedule for costs to be charged of City Customers separately by Provider. The City shall not be responsible for payment or collection of these additional fees.
- Attach fuel surcharge matrix based on Fuel Surcharges in Section 11 of this document.

Authorized Signature: _____ Title: _____

Date: _____

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

_____, being first duly sworn on oath, deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(Fill Out Applicable Paragraphs)
1. CORPORATION

The bidder is a corporation organized and existing under the laws of the state of _____ and its president is _____, its secretary is _____ and it does/does not have a corporate seal. The _____ is authorized to sign construction contracts and bids for the company by action of its Board of Directors on _____, a certified copy of which is hereto attached. (Strike out this last sentence, if not applicable).

2. PARTNERSHIP

The bidder is a partnership consisting of _____ and _____ partners doing business under the name of _____

3. SOLE TRADER

The bidder is an individual and, if operating under a trade name, is as follows: _____

4. ADDRESS

The business address of the bidder is as follows: _____

Telephone Number: _____

5. STATUTORY SWORN STATEMENT

_____ also deposes and says that he has examined and carefully prepared his bid proposal from the plans and specifications and has checked the name in detail before submitting this proposal or bid; that the statements contained herein are true and correct.

(Signature)

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, _____ County, _____

My commission expires upon _____

(THIS AFFIDAVIT MUST BE ATTACHED TO AND FILED WITH THE BID PROPOSAL.)

CITY OF RHINELANDER
 RECYCLABLE AND NON-RECYCLABLE SOLID WASTE COLLECTION REQUEST FOR PROPOSALS (RFP)
 EXHIBIT 1

10 Year Contract Basis

Item No.	Item Description	Quantity	Units	Proposed Annual Unit Cost	Proposed Annual Item Cost
1	Non-recyclable (48 gallon weekly)	2800	Each		
2	Recyclable (96 gallon biweekly)	2800	Each		
3	Bulk Item (weekly)	2800	Each		
Subtotal Costs (Items 1- 3)					
2A	Alternate Recyclable (48 gallon weekly)	2800	Each		

Alternate 5 Year Contract Basis

Item No.	Item Description	Quantity	Units	Proposed Annual Unit Cost	Proposed Annual Item Cost
1A	Non-recyclable (48 gallon weekly)	2800	Each		
2B	Recyclable (96 gallon biweekly)	2800	Each		
3A	Bulk Item (weekly)	2800	Each		
Subtotal Costs (Items 1A, 2B, & 3A)					
2C	Alternate Recyclable (48 gallon weekly)	2800	Each		

1. All proposed pricing shall be subject to City of Rhinelander selection.
2. Proposals for 10 and 5 year contract term basis shall be accompanied with advisory pricing for additional costs paid by Residential Customer direct to Provider for container upsizing.
3. Proposals for 10 and 5 year contract basis shall be accompanied with advisory pricing for additional costs paid by Residential Customer direct to Provider for bulk item disposals.

RECYCLING AND NON-RECYCLING SERVICE AREA (EXHIBIT 2)

