



Village/Town of Somers Kenosha County, Wisconsin

**REQUEST FOR PROPOSALS FOR REFUSE AND
RECYCLING COLLECTION SERVICES
July 11, 2019**

A. PROPOSAL OVERVIEW

1.1 Request for Proposals

The Village/Town of Somers (“the Village/Town”) is seeking proposals for the services of comprehensive Village/Town wide refuse collection, recycling collection and a yard waste drop off at the Village/Town Hall property on HWY “E” 12th Street. The Village/Town will retain one firm (“The Contractor”) to provide these services collectively.

The Village/Town intends to enter into a contract for five (5) years with a qualified and responsible firm for said services, and therefore is providing a set of specifications by which proposals shall be judged. Any Contractor who wishes to furnish a proposal for such services shall submit proposal following the instructions and format of this Request for Proposal (RFP) document.

The Village/Town is requesting proposals for **Conventional Collection whereby residents continue to use their own containers and recycling tubs for Automated Refuse and Recycling Collection, as an optional BID** for cost saving measure

1.2 Program Design

It is the intent of the Village/Town to obtain proposals for solid waste collection based on the design included in this packet, but any perceived improvements over the current system will be considered. Improvements include, but are not limited to, collection of additional recyclables, or other such changes included as alternate proposals.

1.3 Proposal Delivery Procedures

Sealed proposals shall be delivered to the office of the **Village/Town Clerk/Treasurer, Village/Town of Somers, 7511 12th Street, P.O. Box 197, Somers, WI 53171**, no later than **Thursday, July 11, 2019, at 2:00 p.m.** Sealed envelopes should be clearly labeled **“Proposal for Refuse and Recycling Collection Services”**, with the following information: Contractor’s name and address; date and time of opening. Contractors shall furnish four (4) copies of the proposal. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village/Town at the location previously stated.

Proposals received prior to the time of opening will be securely kept and unopened. No proposal received thereafter shall be considered. No responsibility shall be attached to the Village/Town for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor’s responsibility for timely delivery regardless of the methods used. **Mailed proposals which are delivered after 2:00 p.m. on Thursday, July 11, 2019 will not be accepted regardless of postmarked date or time on the envelope.**

Facsimile (“fax”) machine transmitted, electronic or e-mail proposals will not be accepted, nor will the Village/Town transmit RFP documents to prospective Contractors by way of facsimile machine or e-mail, except for any addenda issued as specified in Section 1.7. RFP documents will be available on the Village/Town of Somers website: www.Somers.org

1.4 Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted if the request is received by the Village/Town prior to the specified time of opening. The Contractor cannot withdraw or cancel its proposal for a period of thirty (60) calendar days, following public opening. Such proposal will be binding during that time.

1.5 Proposal Opening Procedures

The opening of all proposals shall commence immediately at 2:00 p.m. on, Thursday, July 11, 2019 at 7511 12th St., Somers, WI 53171, and all prices for the base service shall be publicly read aloud. Alternative service and options will not be read, however will be considered upon an overall review of the submitted proposal. All potential Contractors and the public may attend the proposal opening. The Village/Town shall then take all proposals under review. Bid tabulation of all submitted proposals will be available to the public and other bidders beginning on Wednesday, July 25, 2019.

1.6 Qualifications of Bidders

To demonstrate qualifications to perform the work, each bidder must be pre-qualified pursuant to Chapter 22 of the Code of Ordinances of the Village/Town of Somers and be prepared to submit within five (5) days of owner's request, sworn written evidence such as financial data; previous experience, present commitments and other such data as may be called for by the owner to substantiate to perform the work encompassed by these specifications. Each bid must contain evidence of bidder's qualification to do business in the state where the project is located or covenant to obtain qualification prior the award of the contract. **The Village/Town of Somers pre-qualification forms are available on the Village/Town of Somers web site (www.somers.org).**

The object of the questionnaire is not to discourage bidding or make it difficult for qualified Bidders to file Bids, nor is it intended to discourage beginning contractors. It is intended to make it possible for the Owner to have exact information on financial ability, equipment and experience in the field of the Contracts at hand in order to minimize the hazards involved in them. The Owner reserves the right to require additional information before awarding the Contract in order to determine qualification of the work.

1.7 Pre-Bid Questions

Any questions regarding this Request for Proposal must be made in writing, and shall be directed to William A. Morris, Village/Town Administrator, Fax (262) 859-2331, e-mail address: bmorris@somers.org. The written questions along with the Village/Town's responses shall be circulated to all known potential Contractors without identifying the party submitting the questions. **The deadline for all questions is Monday, July 8, 2019.**

1.8 Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specification herein. Failure to fully inform themselves as to the conditions and requirements of the services to be provided is at the Contractor's own risk.

1.9 Rejection: Waivers

The Village/Town reserves the right to reject any and all proposals, waive formalities, technical deficiencies and irregularities. The Village/Town also reserves the right to negotiate all aspects of any bid submitted or otherwise solicit new proposals if some other manner of negotiation better serves its interest.

1.10 Award of Contract

The Village/Town shall consider a number of factors when deciding which Contractor will be awarded the contract. While price will be the main factor, the Village/Town will not compromise quality of work, variety of services provided, professionalism or ethical considerations when making its decision which applicant is awarded the contract. The Village/Town reserves the right to make the decision which applicant is awarded the contract and said decision may be based on any factors the Village/Town chooses.

B. GENERAL INFORMATION

2.1 Description of Village/Town of Somers

The Village/Town of Somers is located in Kenosha County. The Department of Administration 2019 estimate of population for the entire Village/Town is 9,463. **The Village/Town requires refuse and recycling service for approximately 3189 residential locations, which include multifamily and trailer park locations.** Attached is a list for multifamily and trailer parks.

2.2 Description of Village/Town of Somers Current Refuse and Recycling Collection Program

The Village/Town currently pays for curbside collection of refuse weekly, and recycling bi-weekly schedule. Refuse is placed in containers with capacity not exceeding 95 gallons and each single family unit has a 65 gallon bin(s) for recycling. Multifamily residential apartments and trailer parks have dumpsters placed by the refuse vendor for both refuse and recycling

The successful Village/Town's Contractor shall provide for bulk item collection (including, but not limited to; chairs, sofas, bed springs, appliances etc.). Collection arrangements shall be made with the refuse or recycling collector directly. Collections for these items shall be covered in the bid package as specified.

C. GENERAL INSTRUCTIONS

3.1 Proposal Package

All sections of this RFP package are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work.

It is intended that the specifications and operative language shall become part of a written and signed contract with the successful Contractor.

3.2 Format for Submissions

A Properly prepared proposal shall consist of all quotation sheets, accompanying schedules containing the required information, other items as listed in the checklist, and a narrative presentation, accompanied by a signed cover letter of submittal on the Contractor's letterhead. The letter must be from an officer, owner, or employee having the authority to bind the Contractor by

signature. The narrative may comment on specification or part of the RFP documents. Failure to submit all of the required information may result in disqualification.

Four (4) copies of the proposal must be furnished.

All blanks on the price quotation sheets and schedules must be correctly completed, using ink or entered in type form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on given commodity or service alternative, each relevant blank must have the words “**No quotation**” entered thereupon.

3.3 Minimum Specifications

The specifications included in this package describe the services which the Village/Town feels are necessary to meet the performance requirements and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

3.4 Examination of Service Area

Contractors are responsible for completely informing themselves of all the conditions under which service is to be performed. This includes an examination of the service area, including, but not limited to, types of housing, roads, traffic patterns, population density, collection procedures required, labor required and all other factors which would affect execution and completion of work covered by this proposal.

The Village/Town street map enclosed as **Exhibit 1** with this RFP document outlines the boundaries of the Village/Town. The map shall govern as the service area of this contract and as amended when property is annexed in writing. Any changes to the service area shall be communicated to the Contractor by the Village/Town.

The Contractor shall furnish the following information:

- a) A list of areas or municipalities in the State of Wisconsin for which the Contractor furnishes or has furnished previous or current services, said list shall include the name of a contact person with each municipality.
- b) A list of all facilities to be utilized for disposal and processing.
- c) A signed proposal.

D. GENERAL SPECIFICATIONS

4.1 Intent

It is the intent of this contract to obtain timely and efficient collection and disposal or processing of refuse and recyclables from the properties in the Village/Town throughout the term of the contract.

4.2 Definitions

For the purposes of this contract, definitions of certain items shall be listed below. Other terms shall be defined within applicable Subsections or should be given their commonly accepted definitions.

- a) "Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routing of domestic housekeeping, including, but not limited to, plastic containers not included as recyclables; crockery and other containers; cold ashes and domestic animal waste; and similar items. For the purpose of this contract "refuse" and "solid waste" may be used interchangeably.
- b) "Recyclables" or Recyclable Material(s)" shall mean at a minimum newspaper (ONP); corrugated cardboard, mixed paper, including magazines and catalogs, junk mail, and brown Kraft bags; chipboard; envelopes; other unbleached paper products; coated paper products (i.e. – magazines and catalogs); paper milk and juice cartons; boxboard (i.e. – cereals, bi-metal or "tin" cans); empty aerosol cans; glass bottles and jars (only after being rinsed); all plastic bottles (except motor oil); #2 and #5 dairy tubs; juice boxes and other aseptic packages; plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers; plastic low-density polypropylene (PP) containers; plastic polyvinyl chloride and (PVC) containers. The Village/Town of Somers request pick up for any additional recyclables above standard recyclables.
- c) "Recycling Carts" shall mean the 65 or 95 gallon carts provided to the Village/Town by the Contractor. For Single Family Residential Units. Contactor shall furnish "Dumpsters" for all Multi Family and Trailer Park (See attached Exhibit 2 for locations), with placement coordinated between successful contractor and the owner/management of the complex.
- d) "Residential Unit" shall mean the following:
 1. Any single family dwelling multi family or trailer park unit which may be a home or single family portions of a duplex, or condominium.
 2. For refuse disposal pickup, a unit shall not include a business or commercial property.
 3. For collection of recyclables, a unit shall not include any business or commercial property.
- e) "White Goods" means washers, dryers, refrigerators, freezers, dishwashers, water heaters, stoves conventional ovens, and similar appliances.
- f) "Curbside" shall mean off the street pavement and gutter within five feet thereof.

4.3 Scope of Work

The Contractor shall be responsible for all performance items per the contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection and marketing of recyclables.

4.4 Contract Period and Extensions

This Contract shall become effective on January 1, 2020, and upon the execution of a signed contract. The contract shall remain in full force and effect through midnight of December 31, 2024.

At the expiration of this term, the Village/Town shall have the option to renew this contract for a one (1) year period up to an additional five (5) year term. The Village/Town shall also have the option to negotiate the costs for each one (1) year period that this contract is extended. The Contractor shall initiate said extension negotiations by serving written notice to the Village/Town at least ninety (90) days prior to the expiration of this contract. The Village/Town shall reply in written format of its desire to negotiate and extend said contract.

4.5 Compliance with Applicable Laws

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclables during the term of this contract.

4.6 Independent Contractor

The Contractor shall be deemed an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and local laws.

4.7 Equal Employment Opportunity; Americans with Disabilities Act

During the term of this contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this contract.

4.8 Non-Assignment

The Contractor shall not assign or subcontract this contract for the work hereunder, or any part thereof, to any person, firm or corporation without prior written consent of the Village/Town. Such approved assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

4.9 Insurance

The Contractor shall carry general public liability insurance with limits of not less than three million dollars (\$3,000,000) for bodily injury, including accidental death, to any one person, and three million dollars (\$3,000,000) per occurrence for each accident. It shall also provide property damage

insurance with limits of not less than three million dollars (\$3,000,000) for each accident, and workers compensation at statutory limit.

The insurance coverage's shall be written with insurance companies acceptable to the Village/Town. All insurance premiums shall be paid without cost to the Village/Town. The Contractor shall furnish to the Village/Town a Certificate of Insurance attesting to the respective insurance coverage's for the full contract term. This contract will not be signed with the successful Contractor until final proof of coverage and additional named insured has been received and reviewed for acceptability by the Village/Town Attorney.

The Village/Town shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction. Contractor shall provide annual updated certificates with proof of insurance meeting or exceeding the limits outlined herein.

4.10 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 but not limited to 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 Village/Town, the contractor shall immediately notify the Village/Town both orally and in writing. Upon request of the Village/Town, the Contract shall provide such accounting of details and/or copies of written accident reports.

4.11 Damages

The contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages to public or private property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the Village/Town.

If the Contractor fails to do so within a reasonable period of time, the Village/Town may, after expiration of forty-eight (48) hours and after giving the contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at Contractors expense.

4.12 Employees and Conduct

The Contractor shall undertake to perform all collection and disposal 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 should further conduct itself both in relations with the Village/Town and its residents in personable and professional manner. The Contractor should also act in an ethical manner throughout the term of this contract.

All employees of the Contractor shall be dressed in a neat, professional manner and shall carry official company identification. All drivers shall carry a valid Wisconsin driver's license for the class of vehicle operated.

4.13 Non-Performance; Default

If the Contractor fails to observe the established schedule of service for one (1) week, and if such lack of observance is caused by the fault or negligence of the Contractor, and if such lack of observance is not due to extreme weather conditions or other acts of God, civil disorders, or any other circumstances beyond the control of the contractor, then the Village/Town shall reserve the right to determine if there has been sufficient cause to justify such lack of service. If in the Village/Town's judgment sufficient cause has been demonstrated, then the Village/Town shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor or by registered mail that the contract shall be deemed in default if the contractor does not take action to reestablish the schedule within twenty-four (24) hours of said notice. If after the twenty (24) hour period, the Contractor has not made the necessary corrections, the Village/Town shall take such steps as are necessary to furnish services according to the collection requirements provided in this Contract. The Contractor shall be liable for all the Village/Town's cost of such steps from the date of the notice of default including attorney's fees and that of Village/Town personnel deemed necessary by the Village/Town. The Village/Town further reserves the right to terminate this contract for such non-performance.

If the Contractor fails to provide or maintain in full force and effect the insurance coverage as stated and irrevocable letter of credit as stated in 4.7 required at any time during the term of this contract this shall be deemed default.

4.14 Indemnity

The Contractor shall indemnify, defend, safe, and hold harmless the Village/Town, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind of nature whatsoever, including reasonable attorney's fees and cost of defense, that the Village/Town may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury to any other person, or damage to or injury to real estate, or personal property, in anyway resulting from, arising out of, in connection with or pursuant to this contact 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, maintained, or controlled by the Contractor or subcontractor.

The contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising thereat or incurred in connection therewith; and, if any judgments shall be rendered against the Village/Town in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any irrevocable letter of credit or insurance protection required by this contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and hold harmless and defend the Village/Town, and to pay expenses and damages as herein provided.

The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the Village/Town, its agents, or employees.

4.15 Office and Point of Contact

The contractor shall establish and/or maintain an office through which it may be contacted directly, where service may be applied for, where the public and the Village/Town personnel may call in or send inquiries and complaints, and where the public and the Village/Town personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. These services shall be operated between the hours of at least 8:00 a.m. and 4:30 p.m., Monday through Friday, except during holidays. The Village/Town will publicize the customer service number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Village/Town for use of the Village/Towns personnel. **The Contractor shall maintain a daily log of complaints received. Each month a copy shall be furnished to the Village/Town. The monthly complaint log shall be due no later than 15 days after the close of the month.** Successful Contractor shall provide the name and phone number of an individual to contact should the need arise to address immediate problems.

4.16 Proper Disposal or Processing

a) The Contractor shall at all times use disposal method that are in compliance with all Federal, State, County, and Municipal laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse to a licensed Disposal site, and shall be responsible for the payment of all tipping fees for refuse. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to suitable processing sites.

All refuse and recyclables collected shall be removed from the Village/Town as soon as collected, but in any event no later than 7:00 p.m. on the date of collection.

b) Refuse Requirements: Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly-licensed and permitted landfill of sufficient capacity for the disposal of refuse.

The contractor shall furnish the name and location of the landfill and, if applicable, transfer station intended to be used during the term of this contract. The Village/Town Reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the contractor shall notify the Village/Town in advance of any changes. Upon request of the Village/Town, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of refuse collected under this contract.

c) Recycling Requirements: Throughout the term of this contract, the Contractor shall own, co-own rent, lease, or otherwise control, or have access to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced and marketing recyclables or to a market itself.

The name of the facility(ies.) of the Contractor shall be furnished to the Village/Town. The Village/Town shall have the right to inspect the locations during regular business hours with reasonable notice.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Village/Town's knowledge and authorization. Should such disposal occur without the Village/Town's knowledge and authorization, it may result in administrative action. Upon request of the Village/Town, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the Village/Town.

Contractors shall be required to notify the Village/Town's Clerk/Treasurer if it is readily apparent that a household continually is in violation of the Village/Town's recycling ordinances. The Contractor shall furnish the violator's address and the nature of said violations to the Village/Town.

4.17 Days of Collection

The Contractor shall state the day(s) of the week for which it is proposing to provide the weekly refuse and weekly recycling collection or bi-weekly recycling collection and furnish the Village/Town with a proposed route map. Collection shall not be performed on Saturday unless a Holiday occurs during the previous five days. Collection shall not be performed on Sunday.

The Village/Town requires weekly scheduled refuse collection year round. **Recycling collection shall be done on a bi-weekly schedule year round. The Contractor shall provide the Village with their intended routes for collection of refuse and recycling and each year of the contract provide a new schedule/route map.**

4.18 Holidays

For the purpose of this contract, the following holidays shall be deemed official holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. If a holiday occurs on a Saturday said collections shall occur on the prior Friday. If a holiday occurs on Sunday and the Contractor provides the day following as their employee's holiday, then collection shall occur on the next regular scheduled work day.

Contractor shall inform the residents of the holiday collection schedule at the beginning of each calendar year and shall provide said schedule in writing to the Village/Town. No other changes in weekly schedule will be allowed without prior written consent of the Village/Town.

4.19 Hours and Standards of Collection

The Contractor shall not commence work before 6:00 a.m., and shall cease collection by 7:00 p.m. The Contractor shall furnish sufficient number of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. Failure to comply with the hours of collection as specified above may result in administrative action.

The Contractor's crews shall endeavor to work with as little noise disturbance and disruption to residents as possible. The Contractor's crews shall not play radios or other sound amplification devices at volumes which disrupt area residents.

The Contractor shall be responsible for collecting refuse and recyclables from the curbside. The Contractor shall not be responsible for collection of items that are not properly placed close to the curb or roadway; so that they are easily accessible to the collector. The Village/Town agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all refuse and recycling carts or bins at each stop to the general location at which they were found, except that carts or bins 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 refuse and recycling carts or bins damaged through negligence or improper handling by the collection crew,

The Contractor shall handle all refuse and recycling carts or bins with reasonable care to avoid damage or spillage. Any contents spilled or items broken by collection crews into parkways, premises, curb-and-gutter, streets, or roadways immediately cleaned up in a workmanlike manner. In order to be cleaned up, a broom and shovel are required to be on each vehicle.

The Contractor shall furnish the Village/Town with a list of any and all household addresses subject to non-collection, to improper preparation of refuse or recycling for any reason,

4.20 Missed Pick-ups and Complaints

The Contractor shall promptly 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 complaint or notification received. Failure to resolve any bona fide missed pickup within twenty-four (24) hours after notification, shall result in the Village/Town providing the service collection, and subtracting said cost from service from the contractor's monthly bill.

The Village/Town/Clerk Treasurer or designee shall be charged with the responsibility to arbitrate all unresolved service and rate disputes between the Contractor and Village/Town Residents. The Clerk/Treasurer or his/her designee shall have the authority to render a decision that is final and binding upon all parties concerned.

4.21 Vehicles

The Contractor shall furnish a complete list of vehicles to be used in servicing this contract. The Village/Town reserves the right to request descriptive literature or specification sheets for each vehicle. At all times with reasonable notice, the Village/Town shall be free to inspect any of the vehicles used to service the Contract. The contractor shall notify the Village/Town of any changes in the number or type of vehicles being used.

All vehicles shall be kept in good working order and appearance at all times during the term of this contract. 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 and leak proof. They shall be operated in a way that prevents any refuse or recyclables from blowing off the vehicle. Should refuse or recyclables blow off the vehicles, said refuse should be immediately picked up.

4.22 Title to Refuse and Recyclables

Title to all refuse and recyclables shall pass to the Contractor when the materials are placed into the collection vehicle.

Following collection of said recyclables, the Contractor shall be responsible for the marketing and sale of all recyclable material. The Contractor shall provide to the Village/Town all revenue from the sale of recyclable materials monthly within fifteen (15) days of the close of the preceding month. The Contractor shall be responsible for keeping and maintaining accurate accounting records of all total revenue raised from the marketing and sale of recyclable materials. In this regard, the Contractor shall be responsible for renewing and replacing market agreements or other contracts during the term of this agreement which affect the sale of recyclable materials collected in the Village/Town. The Contractor shall provide to the Village/Town quarterly reports on the bids for the purchase of recyclable materials. Furthermore, upon request, the Village/Town or its accountants or other agents or representatives shall be allowed access to all records maintained by the Contractor which relate to the marketing and sale of recyclable materials affected by this agreement. The Contractor shall be responsible for arranging for the transportation of all recyclable materials to market.

4.23 Notifications

Official notifications to the Village/Town, whenever required for any purpose under this contract, shall be made in writing and addressed as follows:

Village/Town of Somers
Clerk/Treasurer
P.O. Box 197
Somers, WI 53171

4.24 Data Collection and Reporting

The Contractor shall collect and maintain accurate data and records and shall submit monthly reports to the Village/Town of pertinent data on the refuse and recyclables collection program, and shall assist the Village/Town with the required annual report to the Wisconsin Department of Natural Resources substantiating compliance and performance mandates including but not limited to:

- a) Total weight of refuse collected and number of refuse stops per month;
- b) Recycling information per month, broken into categories of type of materials collected and tonnage.

4.25 State and County Disposal Legislation

The Contractor shall be aware of State of Wisconsin and governing bodies' restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation as they may change during the term of the contract.

4.26 White Goods

The Village/Town specifications in this RFP include collection of White Goods. Collection of White Goods shall be scheduled for pick up once per month at the curb side locations, between the resident and the Contractor. The cost for this pick up shall be itemized in the proposals as a separate fixed charge to the resident.

Residents shall coordinate directly with the Contractor with said payment made at the time of collection with payment as allowed by the Contractors billing department.

4.27 Public Education

The Contractor shall produce and distribute a printed educational pamphlet annually to households served by this contract and prior to the starting date of this contract for the purpose of explaining the program allowing the Village/Town to place said printed educational materials on its web site. The Village/Town agrees to consult with the Contractor in the preparation of the text of the material, and if possible make said material available on the Village/Town web site, and in the Village/Town Hall lobby.

4.28 Vendor Transition

Should the Village/Town choose a different vendor at the expiration of this contract, the Contractor shall agree to cooperate with the chosen vendor in effecting an orderly transition.

4.29 Determination of Dwelling Units

The number of units for billing purposes shall be determined and coordinated between the Village/Town and the Contractor on a monthly basis during the term of this contract. The number of units reported at the end of each month shall be used to determine the billing for the next month. Any changes in count shall be submitted to the Contractor in writing.

4.30 Severability

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

4.31 Attorney's Fees

In the event of litigation between the parties arising out of this contract, the prevailing party shall be entitled to recover in addition to the relief granted, all cost incurred, including reasonable attorney's fees.

4.32 Governing Law, Jurisdiction and Venue

This contract shall be construed and enforced in accordance with the laws of the State of Wisconsin, both as to interpretation and performance. Any references to a specific law in this contract shall be considered as a reference to any amendment or modification of such law. In addition, any provision required by law shall be deemed to be incorporated herein. The parties consent to the jurisdiction of the Kenosha County Circuit Court in Kenosha County, Wisconsin, and with respect to any proceeding arising out of this agreement and agree that any action relating to this contract shall be instituted and prosecuted in the Kenosha County Circuit Court.

4.33 Successors and Assignee

This contract shall be binding upon the parties, their successors, and assignee. It is proposed and submitted for the Village/Town of Somers to be incorporated as a Village. If said approvals are received then the transfer of this contract shall be binding on the new Village.

4.34 Entirety

This contract and any forms or schedules attached thereto contain the entire contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this contract shall not be binding and shall have no legal effect.

4.35 Change in Service: Amendments

If the Village/Town wished to change the type of service provided during the term of this contract, including, but not limited to, the type of material collected, the method of handling, the collection, the return of profits from recycling and/or stops served, the Village/Town shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.

This contract may be otherwise modified or amended only by mutual consent of both parties by a written agreement executed by the parties.

4.36 Initial Meeting

After the contract has been awarded, the Village/Town and the Contractor shall hold an initial meeting to coordinate and implement conditions of the contract. Annual meeting(s) shall be held in November with the Village/Town and the Contractor to discuss and evaluate conditions and work performance per the contract. The Contractor shall also attend "Specific Issue" meetings as requested by the Village/Town.

E. AUTOMATED COLLECTION

5.1 Proposals

The Village/Town intends this section to solicit bids for automated curbside refuse and recycling collection services.

5.2 Automated Refuse Collection

5.2.1 Base Rate

The Village/Town intends that it shall pay a base rate for automated refuse collection for all dwelling units as defined. This base rate shall include the cost of collection of one 95 gallon cart per week.

5.2.2 Compensation and Charges

The Contractor shall agree to provide the weekly refuse collection service specified in these documents, at the rates shown on Price Quotation.

Payment obligations of the Village/Town must be invoiced, and invoices shall be sent to the Village/Town.

The Contractor shall include the number of units and price per unit on every invoice. After initial distribution of carts, a complete detailed list of addresses with carts will be provided to the Village/Town. Thereafter, every month a lists of additions and deletions will be sent with the invoice. Each January 1st a complete detailed list of addresses with carts will be provided by the Contractor to the Village/Town.

5.2.3 Refuse Bins

The 95 and 65 gallon carts shall be provided by the Contractor for any new residents, and said cost of carts included in the bid over the five year term. The Contractor will be responsible for distributing the carts to any new residents, understanding that all existing carts shall remain as is. If a new multi-family project comes online than dumpsters shall be provided. The carts shall become the property of the Village/Town of Somers after the initial five (5) year contract period. The carts shall state that the carts are property of the Village/Town of Somers. The Contractor will replace any cart damaged by Contractor, for initial term of contract at no cost. Once one (1) cart has been replaced, the resident will be liable and responsible for any damage not caused by the Contractor, and Contractor will replace the cart and bill the resident.

5.2.4 Landfill Tipping Fee

Contractor shall specify the name and location of the landfill to be used to dispose of refuse. Tipping fees shall be included in the prices listed in Price Quotation.

5.2.5 Collection Standards

In order for a unit to be collected, each unit shall be properly prepared. Proper preparation shall mean all refuse is contained within 95 or 65 gallon carts provided by the Contractor.

5.2.6 Bulk Material

Special Pick-Ups: The Contractor shall offer curbside pick-up service collection of large quantities of household refuse, which may be large household items, household construction and demolition debris, or move-in, move-out, or "clean-up" rubbish. This shall be on an as

call basis invoiced separately to the requesting party. Contractor shall coordinate with property owner in furnishing a copy of proposal to the Village/Town/Clerk Treasurer.

The Contractor shall provide a quotation and plan for an optional collection method and optional fee schedule for the pick-up and disposal of these materials. Proposals must indicate parameters including, but not limited to, what will be picked up, frequency with which items will be picked up, need for household to make advance arrangements for pick-up, price for pick-up of said goods, and a time and date for pick-up.

5.3 Automated Recycling Collection

5.3.1 Base Rate

The Village/Town intends that it shall pay a base rate for recycling collection for all dwelling units as defined. This base rate shall include the cost of collection of one 95 or 65 gallon recycling cart. Residents will have the option to choose from a 95 or 65 gallon recycling cart. The bidder shall quote a base rate for a bi-weekly pick of 95 or 65 gallon carts. It is proposed that all residents will receive a 95 gallon cart unless requested otherwise.

5.3.2 Recycling Carts

The Contractor will supply the residents with the 95 or 65 gallon recycling cart. The Contractor will be responsible for distributing the carts to any new residents understanding that all existing carts remain as are. The carts shall become the property of the Village/Town of Somers after the initial five (5) year contract period. The carts shall state that the containers are property of the Village/Town of Somers. The Contractor will replace any cart damaged by the Contractor, and up to one cart per resident if stolen or damaged by the initial term of the contract at no cost. Beyond the first replaced cart, the resident will be liable and responsible for all missing carts and all damaged carts if the damages is not caused by the Contractor. If any new multi-family comes on line the dumpsters shall be provided.

5.3.3 Single Sort Collection

The Contractor shall collect the recycling "single sort" which means that the resident will not have to separate each different recyclable commodity. Residents will be able to recycle: aluminum, glass, plastic, tin, cardboard, newspaper, junk mail, envelopes, most other mixed paper, and all applicable recyclables as outlined by the Contractors proposal.

The Contractor will provide information outlining the plan for single sort service.

5.3.4 Data and Record Collection

The Contractor shall collect data and provide the Village/Town with a monthly status on the recycling collection containing the following information:

- a) Total weight of each recyclable material commodity collected that month;
- b) Name and location of the processor, broker, or market for each commodity;
- c) Number of recycling bin set-outs by week;
- d) Comments on market conditions, the collection program, and other pertinent issues;

- e) The addresses of units who continually fail to place out recyclables for collection.

5.3.5 Village/Town Services Required

The Contractor shall provide the following, at no additional cost, dumpsters, recycling containers and collection, transportation, disposal and recycling services as reasonably required by the Village/Town for:

- a) All facilities, and buildings owned or operated by the Village/Town.
- b) All Special events designated by the Village/Town Board. I.E.: Annual 4th of July Parade/Ice Cream Social.
- c) Forty (40) thirty (30) yard dumpsters placed at the Village/Town of Somers Village/Town Hall, 7511 12th Street between April and December for collection of yard waste, which shall be dropped off by the Village/Town residents. Yard wastes shall be placed into the dumpster by Village/Town Public Works personnel.

6. ELECTRONIC RECYCLING/SHREDDING

Methods of electronic recycling collection and processing shall be proposed by the Contractor. The Village/Town will review each proposal and will determine which method best suits the residents. Proposals shall include, but are not limited to semi-annually, scheduled events. The cost of electronic recycling shall be bid separate and distinct from the refuse and recycling per unit price.

Methods of community wide shredding shall be proposed by the Contractor. The Village/Town will review each proposal, and will determine which method best suits the residents. The cost of a shredding event shall be separate and distinct from the refuse and recycling per unit price.

7. SPECIFICATIONS FOR REFUSE AND RECYCLING CONTAINERS

The Village/Town of Somers request that the following cart(s) be quoted:

Toter 96 Gallon EVR II Universal/Nestable
Toter 64 Gallon EVR II Universal/Nestable

Other containers may be bid, however, the model and pricing of alternative containers must be shown as an alternate bid.

CHECKLIST OF SUBMITTALS

- _____ Signed cover letter of submittal on the Contractor's letterhead
- _____ Narrative presentation
- _____ Signed proposal form
- _____ Proposed route map
- _____ Completed Price Quotation sheets
 - Refuse collection 95 and 65 gallon
 - Recycling collection, weekly, 95 and 65 gallon
 - Recycling collection, bi-weekly, 95 and 65 gallon
 - Electronic Recycling and Shredding Proposal (if any)
- _____ List of Wisconsin Municipalities Served
- _____ Equipment Inventory
- _____ Recyclable Material Collection List
- _____ Listing of Disposal Facilities
- _____ Proposed Collection Days
- _____ Certificate of Insurance **(required upon Contractor selection, but before contract signing)**
- _____ Irrevocable Letter of Credit **(required upon Contractor selection, but before contract signing)**

PRICE QUOTATION

AUTOMATED REFUSE COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Refuse collection pricing per unit per month.
- Collection of one (1) unit with a capacity of 95 gallons per dwelling unit per week.
- An alternate base amount for the weekly collection of a 65 gallon container.
- **Proposal should be based on an estimated 3,850 units as of January 1, 2020**

Bidder Initials: _____

YEAR	BASE RATE 95 GALLON	BASE RATE 65 GALLON
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$

COLLECTION DAYS FOR SERVICE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

PRICE QUOTATION

NON-AUTOMATED REFUSE COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Refuse collection pricing per unit per month.
- Collection of one (1) unit with a capacity of 95 gallons per dwelling unit per week.
- An alternate base amount for the weekly collection of a 65 gallon container.
- **Proposal should be based on an estimated 3,850 units as of January 1, 2020**

Bidder Initials: _____

YEAR	BASE RATE 95 GALLON	BASE RATE 65 GALLON
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$

COLLECTION DAYS FOR SERVICE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

PRICE QUOTATION

AUTOMATED BI-WEEKLY RECYCLING COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Recycling collection pricing per unit per month.
- Collection of one (1) unit with a capacity of 95 gallons per dwelling unit weekly.
- An alternate base amount for the weekly collection of a 65 gallon container.
- Proposal should be based on an estimated 3,850 units as of January 1, 2020

Bidder Initials: _____

YEAR	BASE RATE 95 GALLON	BASE RATE 65 GALLON
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$

COLLECTION DAYS FOR SERVICE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

PRICE QUOTATION

NON-AUTOMATED BI-WEEKLY RECYCLING COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Recycling collection pricing per unit per month.
- Collection of one (1) unit with a capacity of 95 gallons per dwelling unit bi-weekly.
- An alternate base amount for the bi-weekly collection of a 65 gallon container.
- Proposal should be based on an estimated 3,850 units as of January 1, 2020

Bidder Initials: _____

YEAR	BASE RATE 95 GALLON	BASE RATE 65 GALLON
2020	\$	\$
2021	\$	\$
2022	\$	\$
2023	\$	\$
2024	\$	\$

COLLECTION DAYS FOR SERVICE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY

ALTERNATE FOR ELECTRONIC COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Proposal rate based on one time per year electronic collection at the Village/Town Hall.

Bidder Initials: _____

YEAR	RATE
2020	\$
2021	\$
2022	\$
2023	\$
2024	\$

ALTERNATE FOR SHREDDING COLLECTION FOR THE VILLAGE/TOWN OF SOMERS

- Proposal rate based on one time per year shredding collection at the Village/Town Hall.

Bidder Initials: _____

YEAR	RATE
2020	\$
2021	\$
2022	\$
2023	\$
2024	\$

PROPOSAL

Having examined this Request for Proposal, including the Proposal Overview, General Information, General Instructions, General Specifications, Manual Refuse Collection Specifications, Manual Recycling Specifications, Automated Refuse Collection Specifications, Automated Recycling Collection Specifications and tables, and having become familiar with the requirements herein, the undersigned hereby submits and makes part of the contract the following proposal.

The undersigned, through its authorized representatives, hereby certifies that:

The contractor understands and accepts the terms and provisions of the contract as provided in this Request for Proposal including without limitation those dealing with disposition of the Irrevocable Letter of Credit.

The Contractor has reviewed this proposal and has found it to be accurate in all material respects.

The contractor's representative is authorized to submit this proposal.

The contractor understands that the figures quoted in the proposal are to be used by the Village/Town in determining the most advantageous proposal.

The Contractor has familiarized itself with the nature and extent of the Proposal, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost or furnishing of the work.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; the Contractor has not solicited or induced any person, firm or corporation to refrain from bidding; and the Contractor has not sought collusion to obtain for itself any advantage over any other contractor or over the Village/Town.

Signature

Printed Name of Representative

Date

Company

Company Street Address

City, State & Zip Code

Telephone

After-Hours Telephone

CONTRACTOR INFORMATION

Contact Name: _____

Contractor Name: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone: _____

After-Hours Telephone: _____

Email Address: _____

EXHIBIT 1

Village/Town Map: Please see attached:

Attention all bidders the attached map shows current Village/Town of Somers parcels in gold color. All bidders shall acknowledge their review and understanding that each parcel in gold shall be inclusive of the garbage and recycling service.

VILLAGE/TOWN OF SOMERS REFUSE and RECYCLING COLLECTION PROGRAM
P.O. Box 197
Somers, WI 53171

NONCOLLUSION AFFIDAVIT

_____deposes
(Name and Title)

Says that _____
(Name of Company or Other Form of Business)

has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition in connection with this proposal leading to the foregoing contract or in connection with the contract.

That the proposal leading to this contract has been independently arrived at without collusion with any other competitor or potential competitor.

That the proposal leading to this contract has not been knowingly disclosed prior to the opening of this proposal to any other competitor.

That no attempt has been made to induce any other person or firm to submit or not to submit a proposal which may have led to this contract.

That the above statement is accurate under penalty or perjury.

Signed

Subscribed and sworn to before me on

this _____ day of _____, 20____

Notary Public

My commission expires _____, 20____

VILLAGE/TOWN OF SOMERS REFUSE and RECYCLING COLLECTION PROGRAM
P.O. Box 197
Somers, WI 53171

NONDISCRIMINATION AFFIDAVIT

_____deposes
(Name and Title)

Says that _____
(Name of Company or Other Form of Business)

advertises for prospective employees in compliance with federal and Wisconsin civil rights and equal opportunity employment laws (42 USC 2000 et. Seq. and Subchapter II of Chapter 111, Wisconsin Statutes); post notices to advertise its status as an equal opportunity employer; advises employees of the right to contact EEOC or OFCCP with discrimination complaints; and ensures that its employees are free from employment discrimination based on age, race, creed, color, disability, marital status, sex, conviction record, membership in the national guard or state defense force (or any other reserve component of the military forces of the United States or this state); or use or nonuse of lawful products off the employer's premises during non-work hours.

That the above-mentioned company complies with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR).

That the above statement is accurate under penalty of perjury.

Signature of Affiant

State of _____

County of _____

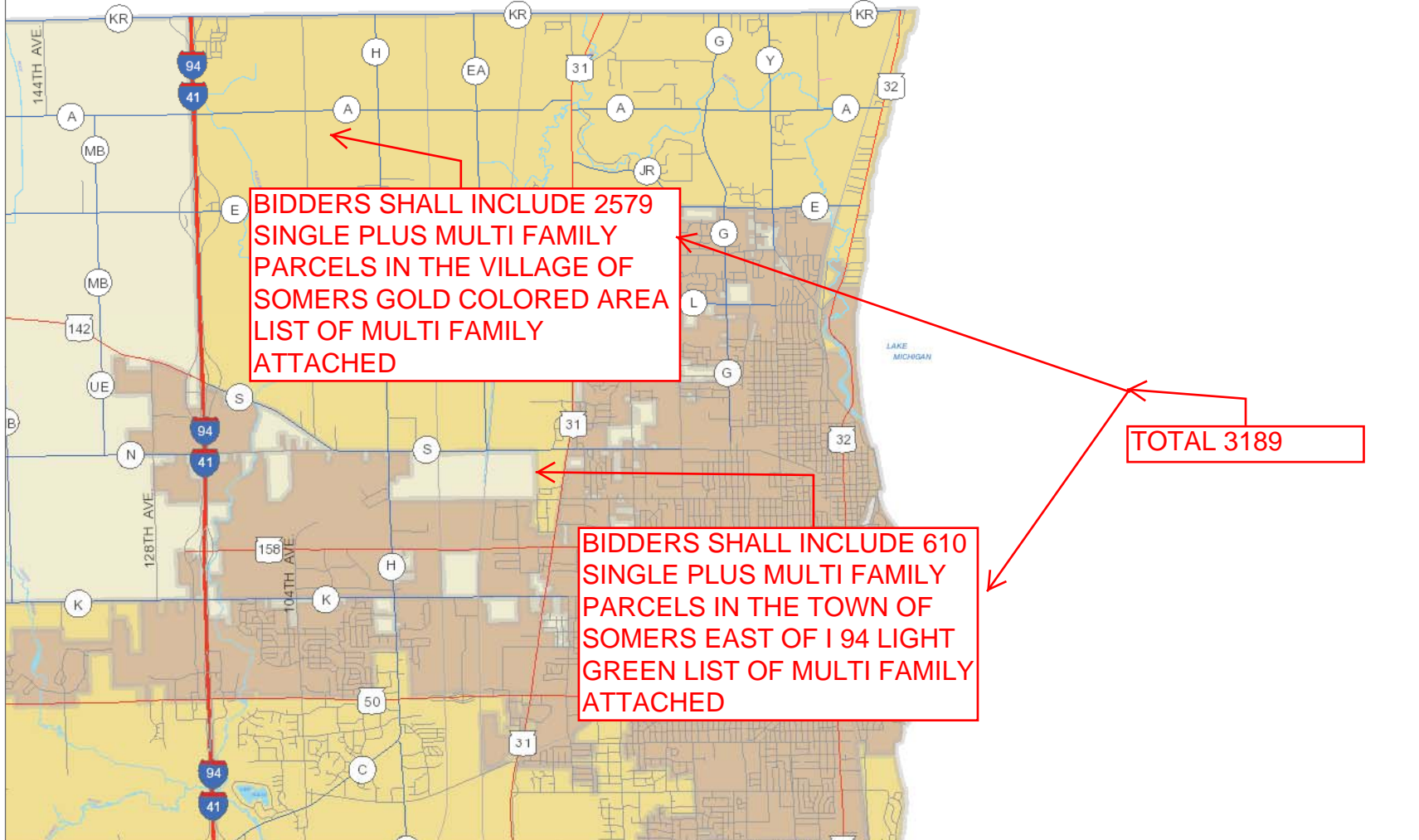
Subscribed and sworn to before me on

this _____ day of _____, 20_____

Notary Public

My commission expires _____, 20_____

EXHIBIT # 1



BIDDERS SHALL INCLUDE 2579 SINGLE PLUS MULTI FAMILY PARCELS IN THE VILLAGE OF SOMERS GOLD COLORED AREA LIST OF MULTI FAMILY ATTACHED

BIDDERS SHALL INCLUDE 610 SINGLE PLUS MULTI FAMILY PARCELS IN THE TOWN OF SOMERS EAST OF I 94 LIGHT GREEN LIST OF MULTI FAMILY ATTACHED

TOTAL 3189



1 inch = 5,624 feet

DISCLAIMER This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.

EXHIBIT 2

List of Dumpsters within Village/Town:

Name	Location	Trash	Recycleing
Bayside Apts.	1455 Sheridan Rd	1.0 - 8yd Commercial	1.0 - 2yd Commercial
Bayside Apts.	1465 Sheridan Rd	1.0 - 8yd Commercial	1.0 - 2yd Commercial
Bayside Town Homes	1521 Sheridan Rd	2.0 - 2yd Commercial	1.0 - 2yd Commercial
Bayside Town Homes	1523 Sheridan Rd	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Bayside Town Homes	1527 Sheridan Rd	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Benning Apts.	8710 11 th St.	1.0 - 4yd Commercial	1.0 - 2yd Commercial
CP Rentals	1405 Sheridan Rd	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Cambridge Apts.	612 15 th Place	1.0 - 8yd Commercial	1.0 - 6yd Commercial
Cambridge Apts.	615 15 th Place	1.0 - 6yd Commercial	1.0 - 4yd Commercial
Dejno Apts.	1138 87 th Avenue	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Edgewater Apts.	1073 Sheridan Rd	2.0 - 2yd Commercial	1.0 - 2yd Commercial
Evergreen Apts.	1335 Sheridan Rd	1.0 - 8yd Commercial	1.0 - 2yd Commercial
Gentz Properties	8527 12 th Place	2.0 - 2yd Commercial	1.0 - 2yd Commercial
Heberling Apts.	1108 87 th Avenue	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Lakeshore Apts.	1093 Sheridan Rd	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Lasser Apts.	1138 87 th Avenue	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Lasser Apts.	1103 87 th Avenue	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Milgiano Apts.	1107 88 th Avenue	1.0 - 4yd Commercial	1.0 - 2yd Commercial
Villa Rosa Apts.	702-732 Sheridan Rd	9.0 - 2yd Commercial	9.0 - 2yd Commercial
Oakdale Mobile Homes	11515 1 st . Street	4.0 - 8yd Commercial	2.0 - 8yd Commercial
Oakdale Mobile Homes	11515 1 st Street	1.0 - 2yd Commercial	-----
Orchard Ct. Apts.	932,953,965,979,999 Wood Rd	5.0 - 6yd Commercial	3.0 - 8yd Commercial
Sea Wall Condos	141 S. Lakeshore Dr.	4.0 - 2yd Commercial	2.0 - 2yd Commercial
Market Square Condos	3100 Market Lane	1.0 - 6yd Commercial	1.0 - 6yd Commercial