



**Requests for Proposals**  
Solid Waste & Recycling Collection and  
Disposal Services at Town Hall  
Town of Saukville  
Ozaukee County  
Wisconsin

**PROPOSAL DUE DATE: 5:00 p.m. on April 11, 2023**

**1. General Information**

**1.1 Request for Proposals**

The Town of Saukville (“Town”) invites qualified waste management collection and disposal companies (“Contractor”) to respond to this Request for Proposals to provide solid waste and recycling collection, removal, and disposal services to the Town of Saukville. The Town’s RFP for Solid Waste & Recycling Collection and Disposal Services is available on the Town’s website at [www.townsaukville.org](http://www.townsaukville.org) or by contacting: [Clerk@town.saukville.wi.us](mailto:Clerk@town.saukville.wi.us).

Pursuant to this request for proposals, there is no expressed or implied obligation for the Town to reimburse responding companies for any expenses incurred in preparing responsive proposals.

The Town must receive all proposals **by electronic mail no later than 5:00 p.m. on April 11, 2023.** The proposal shall be emailed to: [Clerk@town.saukville.wi.us](mailto:Clerk@town.saukville.wi.us).

- Proposals must be clearly identified as “Proposal—Solid Waste & Recycling Services”;
- Proposals must be signed by an authorized representative of Contractor; and
- Proposals shall not exceed 30 pages, including CVs, references, Qualification Statement, or proposed contract;
- Contractors are prohibited from contacting the Town Chairman or any member of the Town Board of Supervisors regarding this proposal; all inquiries must be directed to: [Clerk@town.saukville.wi.us](mailto:Clerk@town.saukville.wi.us).

## **1.2 Evaluation of Proposals**

Proposals submitted in response to this request will form the basis for further negotiations with the Town in pursuit of a final agreement between the Town and the proposer for the collection, removal, and disposal of solid waste and recycling (the “Contract”). The Town reserves the right to reject any and all proposals, waive technicalities, and to accept any proposal if such action is believed to be in the best interest of the Town. The Town also reserves the right to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the Town Chairman, companies submitting proposals may be requested to make oral presentations to the Town Board as part of the evaluation process.

The Town reserves the right to retain all proposals submitted and to use the content therein regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this request, unless clearly and specifically noted in the submitted proposal and confirmed in the Contract between the Town and the company selected.

## **1.3 Criteria for Award of Contract**

The Town will award the Contract to the maker of the proposal (“Contractor”) whose proposal the Town determines is in the best interest of the Town and its residents. Although price will be a factor, the Town will not compromise quality of work, professionalism and other considerations when deciding a Contractor to award the Contract. The Town will award the Contract to the Contractor whose proposal most closely satisfies the following specifications:

1. Cost – The Town will consider the proposed price for the solid waste and recycling collection, removal, and disposal services.
2. Company Experience – The Town will consider whether the Contractor has performed similar types of solid waste and recycling collection and disposal services and has provided similar services for other municipalities.
3. Company Service Record – The Town will consider the volume of projects, complaints the Contractor receives and the timeliness of which Contractor typically resolves complaints.

## **2. General Requirements and Terms of Service**

### **2.1 Term and Exclusions**

A three-year Contract is contemplated, subject to an annual review and the satisfactory negotiation of contract terms. Companies submitting proposals must identify their intended use of subcontractors. If companies are considering subcontracting any portions of the engagement to any other service provider, the names of the proposed service providers must be clearly identified in the proposal. Following the award of the Contract, no additional subcontracting will be allowed absent the express prior written consent of the Town. A determination as to when this should occur shall be at the sole discretion of the Town Board.

### **2.2 Compliance with Law**

All work and services performed under the Contract must be executed in accordance with all federal, state, and local laws and regulations, along with any ordinances of the Town or Ozaukee County.

### **2.3 Insurance**

The Contractor shall maintain full liability insurance coverage to protect and hold harmless the Town of Saukville. Prior to commencement of work, the Contractor shall provide an insurance certificate from their insurance carrier that attests to liability coverage and names the Town of Saukville as third-party party insured. Full liability coverage must include Worker's Compensation, General Liability and Professional Liability. All insurance coverage shall be written with insurance companies and at coverage limits deemed acceptable to the Town of Saukville. Contractor also agrees to carry proper and sufficient coverage to cover loss of records withdrawn from the Town of Saukville by the Contractor for its own use and to cover records created under this proposal.

### **2.4 Independent Contractor**

The Contractor understands and agrees that it, along with all employees, agents, subcontractors or assigns, are independent contractors and not employees or agents of the Town.

### **2.5 Conflict of Interest**

Each proposer shall identify potential conflicts of interest or real or perceived competitive advantages relative to the procurement. If a potential conflict of interest or competitive advantage is identified, the proposer shall submit in writing the pertinent information to the Town Clerk. By submitting a proposal in response to this RFP, the proposer represents and warrants that the proposer has agreed to and complied with the terms of this RFP including without limitation this Section 2.5 regarding conflicts of interests.

### **2.6 Taxes, Licenses, Permits and Certificates**

The Contractor shall pay all sales, use, property, income, unemployment, and other taxes that are lawfully assessed against the Town or the Contractor in connection with the Contractor's facilities and work included within this contract. Immediately upon awarding this contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority to operate in the Town, including any necessary inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of the contract. The Town shall only be responsible for charges imposed by the landfill operator and/or Contractor by a Federal or State Agency and which represent a statutory obligation for payment on the part of the generator of the refuse or recycling.

### **2.7 Performance Bond**

The successful contractor shall provide the Town with a performance bond in the amount of \$50,000 valid for the duration of the Contract.

### **2.8 Non-Assignment**

The Contractor shall not assign or subcontract this contract or work hereunder, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Town, 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 the contract.

## **2.9 Employees, Conduct and Vehicles**

The Contractor shall perform all collection and disposal services in an orderly and efficient manner; use care and diligence in the performance of the contract; provide neat, courteous and law abiding personnel; and provide courteous and knowledgeable personnel in its customer service function. Vehicle operators shall obey all traffic regulations, including weight and speed limits. All vehicles shall be maintained in good working order and appearance. No vehicle shall be operated on Town roads which leaks any fluids from the engine or compacting mechanism.

## **2.10 Indemnity**

The Contractor shall indemnify, defend, save and hold harmless the Town, its officers, employees, and agents, from and against any and all liabilities, losses, claims, forfeitures, penalties, actions, payments, recoveries and judgments arising out of or resulting from the acts or omissions of the Contractor.

## **2.11 Disposal of Refuse/Recyclables**

The Contractor shall at all times use disposal methods 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 the refuse to a licensed disposal site, and shall be responsible for the payment of all tipping fees and refuse. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to a processing site. The Contractor shall furnish to the Town the name and location of the landfill and, if applicable, the transfer station intended to be used during the term of the contract. The Contractor shall furnish to the Town the name and location of the facilities of the Contractor, or its processors or brokers. The Contractor shall be responsible for the payment of all necessary processing costs for recyclables. The Town shall retain the proceeds from the sale of recyclable materials.

## **2.12 Timeframe**

The key dates for this RFP are:

RFP Issued:	March 3, 2023
Due Date for Proposals:	April 11, 2023
Selected Company Notified:	April 19, 2023
Contract Commencement:	July 10, 2023

## **3. Scope and Requirements of Solid Waste & Recycling Collection and Disposal Services**

The Town is searching for a company qualified and experienced in solid waste and recycling collection and disposal services at a specific site only – the Town Hall. Those services include:

- Supplying, solid waste dumpster(s) with adequate capacity to handle and dispose of approximately 1.75 tons of garbage per week.;
- The dumpster(s) must fit into the existing Recycling Center structure and be easily accessible by town residents. The current solution uses one 20-yard dumpster with a wall height of just over four feet;
- Supplying, Collecting and Recycling of Recyclables from a 20-yard roll-off “coffin-style” recycling container; and

- Intermittent Supply, Collection and Disposing of refuse (as needed) from an 8-yard dumpster; and
- Disposal of all refuse and recycling containers weekly, no later than Noon on Wednesday of each week.

#### **4. Proposal**

The Town requests Contractors to complete the attached Qualifications Statement (Appendix A) in addition to providing:

- A profile and history of the company.
- Description of the company's experience;
- A list of other Municipal Clients
- Bonding and Insurance Information
- Proposed fee schedule.

**Appendix A  
Qualifications Statement**

A. General Information:

Name of Contracting Entity:

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Contact Name and Title:

Phone:

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Full Address of Contracting Entity:

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Email Address:

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Date Organized:

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State Incorporated:

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B. Service History

Describe the general experience of the company and identify any agreements with municipal clients in which the company defaulted on or did not fulfill all terms, conditions and requirements of:

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C. Experience:

Number of employees currently employed:

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Please list the contracting entity's five most recent contracts for the provision of any solid waste and recycling collection and disposal services (include name and contact information of references, type of work completed and cost):

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Please list or attach any other references the Town may contact:

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