

VILLAGE OF CLEVELAND
MANITOWOC COUNTY, WISCONSIN

Request for Proposal
SOLID WASTE AND
RECYCLING COLLECTION SERVICES

Issued Thursday, July 28, 2022

DEADLINE—2:00 PM
Thursday, August 25, 2022

CONTACT:

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PUBLIC WORKS AND UTILITIES COMMITTEE
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CLEVELAND WI 53015
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www.clevelandwi.gov/rfp

VILLAGE OF CLEVELAND, WISCONSIN

**REQUEST FOR PROPOSAL
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

July 2022

The Village of Cleveland is issuing this Request for Proposal (RFP) for comprehensive, high-quality solid waste and recycling services. We would like to retain one firm to provide these services collectively.

The Village of Cleveland is committed to an objective and open selection process. Every proposal shall receive an unbiased review.

The Public Works and Utilities Committee has issued this Request for Proposals to ensure competitive pricing and services for the community. The last time proposals were accepted for solid waste services was 2014. The contract was awarded to Advanced Disposal; its successor organization, Waste Management, continues as the Village's provider under a three-year extension of the 2014 contract. The contract as extended expires December 31, 2022.

Questions concerning the RFP should be directed to:

Jason Berdyck, Chair
Public Works and Utilities Committee
Village of Cleveland, Wisconsin
1150 W Washington Ave
P O Box 87
Cleveland WI 53015
(920) 693-8181
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TABLE OF CONTENTS

SECTION 1. BACKGROUND

1.1 REQUEST FOR PROPOSAL.....1
1.2 THE COMMUNITY1
1.2 CURRENT PRACTICES.....1

SECTION 2. GENERAL INSTRUCTIONS

2.1 FORMAT FOR PROPOSALS2
2.2 DIRECTIONS FOR SUBMITTAL.....2
2.3 TIMELINE2
2.4 PROPOSAL AS PART OF CONTRACT.....2
2.5 COSTS FOR PROPOSAL PREPARATION3
2.6 OWNERSHIP OF PROPOSAL MATERIALS.....3
2.7 WITHDRAWALS; DECLINATIONS.....3
2.8 PROPOSAL OPENING.....3
2.9 COMPETENCY OF CONTRACTORS.....3
2.10 REJECTION; WAIVERS3
2.11 INVESTIGATION BY CONTRACTOR.....3
2.12 AWARD OF CONTRACT4

SECTION 3. SUBMITTALS

3.1 CHECKLIST OF SUBMITTALS5
3.2 LANDFILL INFORMATION.....5

EXCLUSIVE SOLID WASTE AND RECYCLABLES COLLECTION, HAULING & DISPOSAL CONTRACT..... e6

BID TABLE 1. Municipal Collection Services
BID TABLE 2. Monthly Base Rates per Serviced Unit
BID TABLE 3. Additional Fees for Serviced Units
BID TABLE 4. List of Facilities
BID TABLE 5. List of Wisconsin Municipalities Served
BID TABLE 6: Biweekly Pickup
BID TABLE 7: Alternative Service Options

PROPOSAL SIGNATURE PAGE..... Last Page

SECTION 1 BACKGROUND

1.1 REQUEST FOR PROPOSAL

The Village of Cleveland is seeking proposals for comprehensive, high-quality refuse and recycling collection services. The Village would like to contract with one firm to provide these services collectively. This Request for Proposal (RFP) provides a set of specifications by which each contractor's proposal will be measured.

1.2 THE COMMUNITY

The Village of Cleveland is a low-density, low-growth community of just over 1500 people located between Lake Michigan and Interstate Highway 43 in Manitowoc County. (Refer to Map 1: Village of Cleveland on Page 2.) It is primarily residential with small-scale businesses. There are few sidewalks, and many streets are without curbing.

1.3 CURRENT PRACTICES

The Village currently pays its contractor for curbside collection of solid waste and recyclables each Monday. (Monday has been the day of collection for decades.) There are approximately 652 properties currently served with 32-gallon, 64-gallon, or 96-gallon solid waste and recycling carts. The contractor also provides containers or dumpsters for the Village parks, public works garage, and wastewater treatment plant, and at minimum annually provides dumpsters for the collection, hauling, and disposal of burn site ash residuals and municipal street sweepings to a licensed disposal facility.

**SECTION 2
GENERAL INSTRUCTIONS**

2.1 FORMAT FOR PROPOSALS

The proposal should follow the form of this RFP and address the desired scope of services. Failure to submit all of the required information may result in disqualification. All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or typewritten. 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 a given commodity or service alternative, each relevant blank must be marked to indicate this. The proposal includes a form to explain service limitations or alternatives.

2.2 DIRECTIONS FOR SUBMITTAL

Firms should submit two (2) sealed copies of the proposal to the Clerk’s Office at the Cleveland Village Hall by the deadline, below. Proposals shall be valid for ninety (90) days. Packages containing the proposal and any related material should be plainly marked on the outside as:

‘SOLID WASTE PROPOSAL’

Packages shall be delivered via mail, courier, through the Village Hall drop box, or in person to:

Clerk-Treasurer’s Office
Attn: Stacy Grunwald
Cleveland Village Hall
1150 W Washington Ave
P O Box 87
Cleveland WI 53015

Proposals arriving after the specified time shall not be accepted, regardless of postmark. It is the contractor’s responsibility for timely delivery.

2.3 TIMELINE

The anticipated timeline is as follows:

ACTIVITY	DATE
Proposals Due and Opened	2:00 pm, Wednesday, August 25, 2022
Public Works Committee Review	Tuesday, August 30, 2022
Board Approval/Contract Award	Tuesday, September 20, 2022
Service Begins	January 1, 2023

2.4 PROPOSAL AS PART OF CONTRACT

It is intended the specifications and terms in this proposal shall become part of a written and signed contract with the successful contractor.

2.5 COSTS FOR PROPOSAL PREPARATION

The Village of Cleveland shall not be liable for any costs incurred by the firm and/or its assigns in responding to this RFP, or for any costs associated with discussions required for clarification of items related to this proposal, including any future interviews.

2.6 OWNERSHIP OF PROPOSAL MATERIALS

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the Village of Cleveland where allowed by law.

2.7 WITHDRAWALS; DECLINATIONS

A written request for the withdrawal of a proposal may be granted if the request is received by the Director of Village Services prior to the specified time of opening. After the opening, the contractor cannot withdraw or cancel its proposal for a period of ninety (90) calendar days, and such proposal will be binding during that time.

Recipients that decline to submit a proposal are asked to notify the Director of Village Services.

2.8 PROPOSAL OPENING

All proposals shall be opened after the stated delivery date and time at the Cleveland Village Hall, 1150 W. Washington Ave., Cleveland; and all prices shall be posted on the Village website at www.clevelandwi.gov/rfp. The Village shall take all proposals under review according to the schedule in Sec. 2.3.

2.9 COMPETENCY OF CONTRACTORS

The Village reserves the right to independently determine the competence and financial and operational capacity of any contractor. All contractors shall cooperate with the Village to determine competency.

2.10 REJECTION; WAIVERS

The Village Board of Cleveland reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at its discretion and without penalty.

2.11 INVESTIGATION BY CONTRACTOR

It shall be the responsibility of the contractor to thoroughly read and understand the information, instructions, and specifications herein.

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

2.12 AWARD OF CONTRACT

The Village of Cleveland is committed to an objective and open selection process. Every proposal shall receive an unbiased review. While this proposal is written based on the current program design, any proposal that maintains or improves upon the current program will be considered.

The Public Works and Utilities Committee shall evaluate all proposals and may conduct interviews before forwarding a recommendation to the Village Board. The purpose for the interview is to allow the firm to make a short presentation and respond to follow-up questions. The presentation and question period may be limited to a specific amount of time.

The evaluation criteria include but are not limited to:

- overall qualifications, experience, and competence of staff
- experience in communities with comparable characteristics
- pricing
- reference checks

The Village will consider a number of factors when deciding upon a contractor. While price will be a contributing factor, the Village will not compromise quality of work, variety of services performed, professionalism or ethical considerations when making its decision. The Village reserves the right to base its decision on any factors it deems pertinent or assigning greater weight to those factors it so chooses.

**SECTION 3
SUBMITTALS**

3.1 CHECKLIST OF SUBMITTALS

- _____ 3.2 Landfill Information
- _____ Table 1. Municipal Collection Services
- _____ Table 2. Monthly Base Rates per Serviced Unit
- _____ Table 3. Additional Fees for Serviced Units
- _____ Table 4. List of Facilities
- _____ Table 5. List of Wisconsin Municipalities Served
- _____ Proposal Signature Page

3.2 LANDFILL INFORMATION

Contractor's choice of landfill:

Name _____

Location _____

**EXCLUSIVE SOLID WASTE AND RECYCLABLES
COLLECTION, HAULING & DISPOSAL CONTRACT**

THIS CONTRACT (“Contract”) is made and entered into this _____
day of _____, 2022, by and between the Village of Cleveland,
Wisconsin (the “Village”) and _____
_____ (the “Contractor”).

W I T N E S S E T H:

WHEREAS, the Village seeks regular and efficient collection of solid waste and recyclables within the legal boundary limits of the Village; and

WHEREAS, the Village prefers that an independent contractor perform solid waste and recyclable collection, hauling, and disposal services within the legal boundary limits of the Village and wishes to enter into a contract granting the Contractor the exclusive right to collect solid waste and recyclables within the Village limits, and provide for hauling and disposal of all materials collected;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

- a. **“Contractor”** shall mean [INSERT NAME] _____
_____.
- b. **“Curbside”** shall mean the area off the street pavement and within five (5) feet of the pavement, in areas with or without curb and gutter.
- c. **“Holiday”** shall mean New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- d. **“Recyclables”** shall mean:
 - 1) At minimum, newspaper; corrugated cardboard; mixed paper, including magazines, junk mail, brown kraft bags; chipboard; other unbleached paper products; coated paper products (e.g., magazines and catalogs); aluminum cans; steel cans (also known as bi-metal or tin cans); glass bottles or jars; plastic polyethylene terephthalate (PET) carts; plastic high-density polyethylene (HDPE) carts; plastic low-density polyethylene (LDPE) carts; plastic polypropylene (PP) carts; plastic polyvinyl chloride (PVC) carts.

- 2) Other materials may become part of this Contract as recyclables upon approval and designation by the Village due to market conditions and available recycling technology.
 - e. **“Unit”** shall mean each residential, commercial, industrial, or institutional premises, or any number or combination of these on one premises, located within the legal boundary limits of the Village.
 - f. **“Solid Waste”** shall mean solid waste materials generated in the normal and ordinary course by serviced Units within the Village. The term “Solid Waste” specifically excludes hazardous waste, major appliances, or other types of materials which require special handling and disposal.
 - g. **“Village”** shall mean the Village of Cleveland, a Wisconsin municipality.
2. **Term:** The term of this Contract shall be five years (5) years commencing January 1, 2023, through and including December 31, 2027. The agreement shall terminate at 11:59 pm on December 31, 2027, unless extended. This Contract may be extended for an additional term of five (5) years upon the mutual written agreement of the parties.
 3. **Exclusivity:** The Village grants to the Contractor the exclusive right, and the Contractor accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by serviced Units within the Village (collectively the “Collection Services”). The Village shall not hire any other private or public refuse collector to provide Collection Services to serviced Units within the Village during the term of this Contract. The Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish the Contract work.
 4. **Unit Collection Services:**
 - a. All Solid Waste subject to collection by the Contractor for serviced Units shall be placed in Contractor-provided 32-, 64-, or 96-gallon roll-out carts. All Recyclables subject to collection by the Contractor shall be collected on a single-stream basis and placed in Contractor-provided 32-, 64-, or 96-gallon roll-out carts. Recyclables shall be collected on the same day as Solid Waste.
 - b. Collection Services shall occur every Monday (except in the event of a Holiday), between the hours of 7:00 a.m. and 7:00 p.m. Serviced Units shall place Solid Waste carts and Recyclable carts at Curbside no later than 7:00 a.m. on the date of collection. If a collection day falls on a Holiday, then the Contractor shall provide Collection Services on the next business day following the Holiday or at such time as mutually agreed between the Contractor and the Village.

- c. The Contractor shall be responsible for and shall clean up any Solid Waste and Recyclables spilled by the Contractor during its collection.
5. **Municipal Collection Services:** The Contractor shall service Solid Waste and Recyclables at the rates shown in Table 1. *Municipal Collection Services.*
 - a. The Contractor shall provide services for the following at no additional charge:
 - 1) Village-wide festivals, picnics, or events; and
 - 2) Village-owned facilities, such as the Village parks, village hall, public works facility, and wastewater treatment plant.
 - b. The Contractor shall at minimum annually collect and dispose of unwanted large items of personal property such as household furniture, mattresses, and large appliances not normally included in the weekly garbage collection on a mutually agreeable date, time, and location in the Village.
 - c. The Contractor shall accept, haul, and dispose of street sweepings from Village streets and ash residue from the Village's burn site.
6. **Equipment:** The Contractor shall provide each serviced Unit with one Solid Waste cart and one Recyclables cart at no charge. Serviced Units may contract with the Contractor directly for additional carts at the serviced Unit's expense. Each serviced Unit shall be provided the opportunity one time per calendar year to change the size of the Solid Waste cart and the Recyclable cart without fee or penalty to the serviced Unit or Village. Each serviced Unit with a change in ownership or tenant shall be provided one opportunity within sixty (60) days of the start of occupancy to change the size of the Solid Waste cart and the Recyclable cart without fee or penalty to the serviced Unit or Village. The Contractor's equipment shall be clearly marked with the Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering onto the public streets or adjacent properties. All carts furnished by the Contractor for use by serviced Units shall remain the property of the Contractor while in the possession and control of the serviced Unit, and neither the serviced Unit nor the Village shall have any ownership rights to such carts. Serviced Units shall use the carts only for their intended purposes and shall not make any alterations or improvements to the carts. Serviced Units shall be responsible for loss or damage to the carts beyond ordinary wear and tear.
7. **Disposal of Solid Waste and Processing of Recyclables:** The Contractor shall deliver all Solid Waste and Recyclables collected pursuant to this Contract to a facility legally permitted and licensed for receipt of such materials. The Contractor shall specify the name and location of the landfill to be used. All tipping and generator fees shall be included in the unit prices.

8. **Rates and Rate Adjustments:**

- a. The rates for collection services provided by the Contractor to serviced Units shall be at the rates shown in Table 2. *Monthly Base Rates per Serviced Unit.*
- b. The Contractor shall provide the following to a serviced Unit and may charge the serviced Unit a fee at the rate shown on Table 3. *Additional Fees for Serviced Units:*
 - 1) additional Solid Waste or Recyclables cart;
 - 2) different-sized replacement Solid Waste or Recyclables cart more than one time per calendar year; and
 - 3) replacement cart due to theft or damage beyond ordinary wear and tear.
- c. The rates may be increased on January 1, 2026, and each January 1 thereafter to reflect the change in the Consumer Price Index (“CPI”) Midwest–All Items as promulgated by the United States Bureau of Labor Statistics. Such CPI increase shall be limited to a maximum increase of 3% each year. The rates may further be increased on January 1, 2026, and each January 1 thereafter to reflect any increased costs actually incurred by the Contractor due to any change or interpretation in law, rule, or regulation, which increased costs are directly attributable to the change or interpretation, and which increases shall be evidenced by documentation provided by the Contractor to the Village upon request. The Contractor may petition the Village for any other rate adjustments from time to time due to unusual changes in its costs of doing business. In such event the Contractor shall submit a written request explaining and justifying such rate adjustment, which request shall not be unreasonably denied and shall be effective the January 1 of the year following approval of the request.
- d. In no event shall the combination of rate increases exceed 5% of the rates established the prior January 1.

9. **Fuel Surcharge:** A fuel surcharge shall be added to each invoice based on an average monthly increase in the cost of diesel fuel above the base rate of \$4.25 per gallon. For every \$0.25 increase in the cost of diesel fuel at or above the base rate of \$4.25 per gallon, the Contractor shall charge an additional 1% of the total amount invoiced to the Village. The Fuel Surcharge shall be recalculated at the end of every calendar quarter based on the national on-highway diesel prices for the Midwest region as published by the United States Energy Information Administration, available at:

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

For example, if the average monthly cost of diesel fuel at the end of the first calendar quarter is greater than \$4.25 per gallon and less than or equal to \$4.50 per gallon, the Fuel Surcharge will be 1% of each month’s total invoice in the following three months; if the cost of diesel

fuel is greater than \$4.50 and less than or equal to \$4.75 per gallon the Fuel Surcharge will be 2% of the total invoice; if the cost of diesel fuel is greater than \$4.75 per gallon and less than or equal to \$5.00, the Fuel Surcharge will be 3% of the total invoice; and so on (the "Fuel Surcharge"). If the cost of diesel fuel for any quarterly period is less than the base rate of \$4.25 per gallon then no Fuel Surcharge will added to invoices the following three months.

10. **Payment to Contractor:** The Contractor shall submit monthly invoices directly to the Village for services rendered based on the number of serviced Units within the Village. As of the commencement of this Contract, the number of serviced Units within the Village is 652 (the "Unit Count"). The Unit Count shall be updated monthly for any new or removed serviced Units. A physical count of the number of serviced Units within the Village shall control in the event of any discrepancy. The Village shall pay the Contractor the full amount invoiced, regardless of the amount collected by the Village from the serviced Units, within thirty (30) days of the date of the invoice.
11. **Service Issues:** The Contractor will address complaints or questions from the public concerning service issues within twenty-four (24) hours of receipt of the complaint or question. The Contractor shall provide a manned telephone answering service from 7:00 a.m. through 5:00 p.m., Monday through Friday, excluding Holidays, for the purpose of receiving complaints and other calls concerning Collection Services provided by Contractor. The Contractor shall provide the Village with a contact person, telephone number, and email address to receive any questions or complaints about services provided under this Contract. The Contractor shall maintain a register of all complaints and indicate the disposition of each; the register shall include the complainant's name, service address, date and time complaint received, date and hour the complaint was resolved, and the resolution. A copy of the register shall be emailed to the Director of Village Services quarterly.
12. **Notification to Customers:** The Contractor shall at minimum annually provide the Village with flyers, brochures, and weblinks advertising for serviced Units the Contractor's hours, contact information, and collection and recycling information, including available services not included in the Contract such as large appliance and furniture disposal.
13. **Reporting:** The Contractor shall at minimum annually provide the following collection and recycling information, including the name and location of the landfill, recycling facilities, and the transfer station used; the type and volume of recyclables collected each calendar year; a log of all complaints and responses related to service issues; and any other information requested by the Village in relation to performance of this contract. The Contractor shall at minimum monthly provide the addresses of properties where the

Contractor experiences problems with collection or cannot complete collection due to improper separation or types of material, or the improper location of carts.

14. **Access to Records:** The Village shall have access to Contractor's records pertaining to the collection services and contract pricing at all reasonable business hours, upon reasonable notice to Contractor, for the sole purpose of verifying that the rates and surcharges charged represent the proper amount due and owing under this Contract.
15. **Licenses and Taxes:** The Contractor shall secure and keep current all licenses and permits required by applicable law for the performance of the contracted services.
16. **Bond and Insurance:**
 - a. Performance Bond. The Village shall require the Contractor to provide a performance bond in the amount of forty thousand dollars (\$40,000) to guarantee Contractor's faithful performance of this contract, which shall be maintained in full force and effect throughout the term of this contract and any extension at the Contractor's expense. Said bond shall be executed by and with a surety acceptable to the Village. At the discretion of the Village, failure to furnish or maintain the required bond shall be cause for default.
 - b. Insurance. The Contractor shall carry at its expense:
 - 1) Worker's compensation insurance policy written by a company authorized under the laws of the State of Wisconsin.
 - 2) Comprehensive general liability insurance in the Contractor's name with
 - a) bodily injury with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate;
 - b) property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate; and
 - c) contractual insurance – broad form, with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate.
 - 3) Auto liability insurance in the Contractor's own name under a comprehensive form that includes owned, non-owned, hired, leased, or rented vehicles, with:
 - a) bodily injury with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate; and
 - b) property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate.

- 4) Umbrella excess liability (over employer's liability, commercial general liability, and automobile liability) with limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) aggregate.
- 5) The insurance coverages shall be written with insurance companies authorized to do business in the State of Wisconsin and acceptable to the Village. The Contractor shall provide at its expense a separate endorsement naming the Village as an additional insured on the Contractor's liability policies. This Contract will not be enforceable until final proof of coverage and proof the Village has been endorsed as an additional named insured have been received and reviewed as acceptable by the Village Attorney.
- 6) The Village 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.

17. **Damages:**

- a. The Contractor shall take all necessary precautions for the protection of public or private property. The contractor shall be responsible for damages on public or private property resulting from 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.
- b. If the Contractor fails to act within a reasonable period, the Village 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 the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill.
- c. The Contractor shall immediately notify the Village upon occurrence of accidents of any kind which involve the general public and/or private or public property in the Village. Upon request of the Village, the Contractor shall provide an accounting of details and/or copies of written accident reports.

18. **Indemnification:**

- a. The Contractor shall indemnify, defend, save, and hold harmless the Village, its officers, agents and employees from and against any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including

reasonable attorney’s fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate or personal property, in any way resulting from, arising out of, in connection with or pursuant to the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted under this Contract, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor. In the event of such claims, the Village, its officers, agents, and employees shall have the right to defense counsel of their choice.

- b. The Contractor expressly understands and agrees that any performance bond 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, and to pay expenses and damages as provided.
- c. The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the Village, its officers, agents, or employees.

19. **Force Majeure:** The Contractor shall be excused from performance if precluded as the result of an Act of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control (a “Force Majeure Event”) and shall not be considered in default. The rates set forth are for Collection Services for materials generated in the normal and ordinary course. If an event results in Solid Waste or Recyclables being generated beyond that in the normal and ordinary course, the Contractor and the Village will negotiate in good faith rates applicable to additional work and collection.

20. **Notices:** All notices or other communication to be given shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

<u>If to the Village:</u>	<u>If to the Contractor:</u>
Village of Cleveland	_____
Attn: Director of Village Services	_____
P.O. Box 87	_____
Cleveland WI 53015	_____

21. **Non-Performance and Default:**

- a. The Village reserves the right to deem the Contractor in default if:
 - 1) 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, strikes, civil disorders, or any other circumstances beyond the control of the Contractor.

- 2) The Contractor fails to provide or maintain in full force and effect the insurance coverage required at any time during the term of this Contract.
- b. The Village shall serve notice either personally, or by affixing such notice to the premises of the servicing location of the Contractor, 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-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Contract. The Contractor shall be liable for all costs of such steps from the date of the notice of default. The Village further reserves the right to terminate this Contract for non-performance in addition to all other remedies in equity and at law.
22. **Dispute Resolution.** The parties agree to participate in good faith to resolve any dispute, claim or controversy (“Disputes”) arising out of or relating to this Contract.
23. **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 costs incurred, including reasonable attorney’s fees and costs, accruing from the commencement of the action. The prevailing party means the party obtaining substantially the relief sought, whether by compromise, settlement, or judgment.
24. **Applicable Law; Forum.** This Contract shall be governed and construed by the laws of the State of Wisconsin. The forum for all mediation and arbitration shall be Manitowoc County, WI. The forum for all litigation shall be Manitowoc County Circuit Court, Manitowoc, WI.
25. **Independent Contractor:** The Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the Village.
26. **Binding Effect:** This Contract is binding upon the parties, their successors, and assigns.
27. **Non-assignable:** Neither party shall assign this Contract, or subcontract any of its obligations under this Contract, without the expressed written consent of the other party.
28. **Severability:** The terms of the Contract are severable. In the event a court of competent jurisdiction determines any portion of the Contract is invalid, void, or unconstitutional, such finding shall not affect the validity of the remaining portions of this contract so long as the material purposes of this contract can be determined and effectuated with such finding.
29. **Entire Contract; Amendment:** This Contract constitutes the entire agreement between the parties and supersedes all written or oral understandings between the parties with respect to the subject matter hereof. No amendment, supplement to, or modification of this Contract

will be binding unless in writing and signed by duly authorized representatives of each of the parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

VILLAGE OF CLEVELAND

Jacob Holzwart, Village President

ATTEST:

Stacy Grunwald, Clerk-Treasurer

[INSERT NAME OF SUCCESSFUL FIRM]

By: _____

Firm: _____

Signature: _____

Title: _____

Name Printed: _____

Bid Table 1. Municipal Collection Services

YEAR	SPECIAL EVENT DUMPSTERS	MUNICIPAL CARTS	MUNICIPAL DUMPSTERS	BULKY ITEM DUMPSTERS	STREET SWEEPING DUMPSTERS	ASH DISPOSAL DUMPSTERS	YARD WASTE DUMPSTERS
				Dumpster Size:	Dumpster Size:	Dumpster Size:	Dumpster Size:
2023	NO CHARGE per haul	NO CHARGE per haul	NO CHARGE per haul	\$ per haul	\$ per haul	\$ per haul	\$ per haul
	NO CHARGE per ton	NO CHARGE per ton	NO CHARGE per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton
2024	NO CHARGE per haul	NO CHARGE per haul	NO CHARGE per haul	\$ per haul	\$ per haul	\$ per haul	\$ per haul
	NO CHARGE per ton	NO CHARGE per ton	NO CHARGE per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton
2025	NO CHARGE per haul	NO CHARGE per haul	NO CHARGE per haul	\$ per haul	\$ per haul	\$ per haul	\$ per haul
	NO CHARGE per ton	NO CHARGE per ton	NO CHARGE per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton
2026	NO CHARGE per haul	NO CHARGE per haul	NO CHARGE per haul	\$ per haul	\$ per haul	\$ per haul	\$ per haul
	NO CHARGE per ton	NO CHARGE per ton	NO CHARGE per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton
2027	NO CHARGE per haul	NO CHARGE per haul	NO CHARGE per haul	\$ per haul	\$ per haul	\$ per haul	\$ per haul
	NO CHARGE per ton	NO CHARGE per ton	NO CHARGE per ton	\$ per ton	\$ per ton	\$ per ton	\$ per ton

Bid Table 2. Monthly Base Rates per Serviced Unit

YEAR	SOLID WASTE rate per serviced unit	RECYCLING rate per serviced unit	TOTAL rate per serviced unit
2023	\$	\$	\$
2024	\$	\$	\$
2025	\$	\$	\$
2026	\$	\$	\$
2027	\$	\$	\$

Bid Table 3. Additional Fees for Serviced Units

YEAR	ADD CART charge to unit per additional cart per month	CHANGE CART SIZE charge to unit to change size more than once in 12 mos	REPLACE CART charge to unit for theft or damage
2023	\$	\$	\$
2024	\$	\$	\$
2025	\$	\$	\$
2026	\$	\$	\$
2027	\$	\$	\$

Bid Table 4. List of Facilities

List separately all facilities to be utilized in performance of this Contract, including offices, landfills, transfer stations, and processing/sorting facilities.

TYPE OF FACILITY	OWNED OR LEASED?	ADDRESS	TELEPHONE

Bid Table 5. List of Wisconsin Municipalities Served

List at least five municipalities for which services like this Contract have been performed, giving priority to communities of similar size and demographics to Cleveland.

MUNICIPALITY SERVED	POPULATION	YEARS SERVICED	TYPE OF COLLECTION	CONTACT PERSON & PHONE NUMBER

Bid Table 6. Biweekly Pickup

Would a change to biweekly pickup of Recyclables reduce costs?	YES	NO
If yes, please explain below or attach sufficient information to guide the Committee's discussion on the feasibility of this alternative.		

Bid Table 7. Alternative Service Options

The Village is open to alternatives that will make improve efficiencies and reduce costs. Use the space below or attach additional information if your firm is proposing any services or options in addition to those included in the body of this proposal.

PROPOSAL SIGNATURE PAGE

Having examined this Request for Proposals and having become familiar with the requirements, the undersigned submits and makes part of the contract the following proposal.

The undersigned, through its authorized representatives, certifies that:

The contractor understands and accepts the terms and provisions of the contract as provided in this Request for Proposals.

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 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.

Signature: _____

Name Printed: _____

Title: _____

Firm: _____

Date: _____ Telephone: _____

Address: _____

Email Address: _____