



REQUEST FOR PROPOSALS

**CURBSIDE RECYCLING COLLECTION &
DISPOSAL**

City of Fond du Lac
Department of Public Works
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**REQUEST FOR PROPOSALS
CURBSIDE RECYCLING COLLECTION & DISPOSAL
CITY OF FOND DU LAC, WISCONSIN
File No. 2015-029**

NOTICE IS HEREBY GIVEN that sealed proposals will be received in the City Administrative Offices, located on the 4th floor of the City/County Government Center, 160 South Macy Street, Fond du Lac, Wisconsin 54935 on or before Thursday, March 19th, 2015 at 11:00 AM, at which time proposals will be publicly opened and read aloud in the City Manager's conference room on the 4th floor of the City/County Government Center for the following work:

CURBSIDE RECYCLING COLLECTION & DISPOSAL

Specifications and Proposal Forms may be obtained from the City Administrative Offices, 920-322-3454, Fourth Floor, City/County Government Center, PO Box 150, Fond du Lac, Wisconsin, 54936-0150 or on the City website www.fdl.wi.gov under the bids/proposals tab.

All proposals shall be prepared on the forms provided in the specifications and shall remain attached thereto, and shall be addressed to City of Fond du Lac, PO Box 150, Fond du Lac, Wisconsin. Each proposal envelope shall be properly identified on the face thereof "**SEALED PROPOSAL-Curbside Recycling Collection & Disposal File No. 2015-029**". No proposal shall be withdrawn for a period of thirty (30) days after opening of said proposal without the consent of the Director of Public Works. The City of Fond du Lac may reject any or all proposals on any basis and without disclosure of any reason. The failure to make a disclosure shall not result in accrual of any right, claim or cause of action against the City. The City also reserves the right to waive any formalities or informalities in bidding, and to select the proposals that, in its opinion, will better serve the interest of the City.

No proposal will be opened unless the "**Bidder's Proof of Responsibility**" for 2015 is filed at least five (5) days before the scheduled time for opening of proposals. Reference is made to Section 66.0901(2) & (3) Wisconsin Statutes. The Director of Public Works decision as to qualifications shall be final.

Bidder's attention is called to the fact that this contract includes a "**Disclosure of Ownership**" form. Section 66.0903 (12) (d) and Section 103.49(7) (d) of Wisconsin Statutes requires that each bidder complete this form. No proposal will be considered unless the prospective bidder has completed the form entitled "Disclosure of Ownership".

Each proposal shall be accompanied by a certified check, or bank draft, payable to the City of Fond du Lac, or satisfactory bid bond, in the amount of 5% of the gross bid as a guarantee that if the bid is accepted as the successful bid, such successful bidder will execute and file the proposed contract and performance bond within ten days after notice of award of contract.

Late proposals will not be accepted under any circumstances. Any proposals received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

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SPECIAL PROVISIONS

A. PROGRAM DESCRIPTION

1. BACKGROUND

The City of Fond du Lac has had a curbside collection of recyclables program in place since 1991. The present contract is set to expire on December 31, 2015 and we are therefore soliciting new proposals. This “Request for Proposals” (RFP) is designed to solicit qualified firms to collect, process and market recyclable materials for Fond du Lac.

2. PROGRAM GOALS AND OBJECTIVES

The goals or objectives of this recycling program are:

- a. Provide city-wide recycling program for all residential dwellings up to (4) units.
- b. Collect, process, and market the recyclables, with no landfilling of the collected materials.
- c. Develop the most cost effective recycling program for our residents through a competitive proposal process.

3. INTENT OF PROPOSAL

The City of Fond du Lac is soliciting proposals from private contractors to perform curbside collection of recyclable materials from residential buildings having four (4) or less dwelling units; and to furnish all labor, equipment, materials, tools, insurance, supervision and all other items incidental thereto and to perform all work necessary as specified, in the prescribed manner and times.

The City encourages innovative responses to this RFP. The contractor will design and operate the collection, processing and marketing aspects of the proposal in complete cooperation with the Public Works Department. The Contractor must propose highly visible education program which will be approved by the Director of Public Works and carried out in conjunction with City efforts to promote recycling in Fond du Lac. It should be developed to maximize citizen participation.

The collection will include, at a minimum:

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans (NOT CONTAINING A PESTICIDE)
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers

7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books (both Hardcover and Softcovers)
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable topped cartons used for milk, juice, or soup

The marketing of all materials shall be documented and the Contractor shall provide the City with monthly reports documenting collected volumes by material type.

4. SELECTION PROCESS

Following the deadline for receipt of proposals, each proposal will be analyzed and reviewed and a recommendation will be made to the Purchasing Committee. This committee will then award the Contract.

Each of the proposals will be evaluated on the basis of the following:

- a. Experience with related programs in other cities
- b. Financial capability to perform the proposed work
- c. Staffing and professional competence
- d. Technical feasibility of the proposed collection, processing and marketing of the recyclables
- e. Commitment to education program promotion
- f. Completeness of proposal

The final selection will be based on the Contractor meeting the qualifications listed above even though he may not have submitted the lower cost proposal. The City reserves the right to reject any or all proposals and to contract with the Contractor which the City determines, in its sole and absolute discretion, meets the needs of the recycling program.

5. CONTRACT TERM

This contract is anticipated to begin on January 4, 2016 and continue for a ten (10) year period.

6. CONTRACT FEES

A base monthly fee per residential household will be paid to the Contractor for the basic costs of collecting, processing and marketing the recyclable materials. This base monthly fee will be adjusted annually based on the Consumer Price Index for the North Central Region on January 1, 2017 and every January 1 thereafter until the expiration of this contract.

The number of residential households for which the Contractor will be paid each year will be based on the City Assessor's records as of January 1 of the year or by mutual agreement of the two parties. There are 14,347 household units of four or less, as of January 1, 2015.

7. EXTENSION OF AGREEMENT

By mutual agreement of both parties, this Agreement may be extended for a period not to exceed five (5) years. In the event the City elects to extend this Contract after December 31, 2025, the City shall, on or before June 30, 2025, submit to the Contractor a written proposal of terms and conditions for the continuation of the Contract ("Continuation Proposal"). This Continuation Proposal may set forth different alternatives, but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the Contractor shall have thirty (30) days in which to make its determination as to whether to accept or reject proposals made by the City. During this period of time, the Contractor and the City agree to negotiate in good faith for the purpose of continuing this contract. Unless otherwise agreed in writing by the Contractor and City or earlier terminated as set forth in this Contract, this Contract shall terminate on December 31, 2025.

B. SCOPE OF WORK

1. MINIMUM REQUIREMENTS

The program will be city-wide and the City will award the entire contract to one successful proposer. This contract will be for a ten (10) year period. The recycling contractor shall:

- a. Provide an every other week recycling collection service to each residential household up to four units per building (approximately 14,347). All scheduled collections shall duplicate the City's Solid Waste Collection Program, which is a weekly collection, by providing same day pickup.
- b. Collect at the curb all items listed in Paragraph A3 above.
- c. Provide collection vehicles sufficient in numbers to handle all materials and routes.
- d. Provide and deliver recycling containers to all eligible residents for storage and set out of recyclables.
- e. Provide and deliver additional containers for newly constructed single family residences.
- f. Provide replacement containers that are stolen or damaged through no fault of the resident or City at no additional charge.
- g. Provide a means of replacing the containers that are damaged by negligence with the cost of replacement to be paid by the resident but not exceed the Contractor's cost.

- h. Provide all labor and supervision to handle the recycling program.
- i. Process and market all recyclables collected from both curbside and drop-off programs.
- j. Design and implement an ongoing public education program that will maximize citizen participation in the curbside program and promote the use of recycling facilities provide by the Contractor.
- k. Prepare and submit monthly, quarterly, and annual program reports to the Director of Public Works.

C. TECHNICAL REQUIREMENT

1. Collection from residences shall be made between the hours of 5:00 AM and 7:00 PM, Monday through Friday, unless the Director of Public Works authorizes a temporary extension of hours.
2. The Contractor shall collect recyclables on the same day that normal residential refuse is collected.
3. All recyclable material shall be simultaneously collected. At a minimum, materials to be collected include all items in Paragraph A3 above.
4. The Contractor shall provide each household a container for the storage and curb set out of recyclables for collection. The Contractor shall, without expense to the City, replace containers stolen or damage by collectors, or damage due to normal wear and tear.
5. The recycling containers shall be a minimum of 60 gallons capacity.
6. The number and size of collection vehicles shall be of sufficient capacity to provide consistent and uniform service to all participating households.
7. The Contractor shall collect the following minimum data each day for each route:
 - a. Total number of households on each route.
 - b. Total number of stops (number of households settings out materials).
 - c. Collection hours
 - d. Route Miles

This data shall be summarized in a monthly report along with the number of tons of each item collected and marketed along with the participation rates to evaluate the program.

8. The proposal must contain a material collection, processing and marketing plan which addressed at a minimum a materials handing design, equipment list, and a statement concerning markets where collected materials will be sold. At the time of collection, ownership of the materials transfers from the resident to the Contractor. The Contractor shall not sell, donate, discard or landfill any materials collected without the approval of the Director of Public Works. Violation of this provision may be the cause for termination of the contract.
9. The Contractor will be responsible for the sorting and marketing of the recyclable materials. The materials shall be sold in arms-length transactions for fair market value. The Contractor will provide the City with documentation as to the amount of funds received for the sorted materials, and the amount of pounds marketed for each item marketed.

10. If the Contractor proposes to make any changes to our existing program, he will be prepare a technical information sheet explaining the operation of the program and material preparation procedures for distribution with a City of Fond du Lac letter which will explain the program background, mailing will be two (2) weeks prior to the collection startup and it will be done by the City.
11. The Contractor shall provide and maintain an office and a local and continuous telephone answering service during business hours which at a minimum shall be 8:00 A.M. to 5:00 P.M., Monday through Friday. Residents will be asked to call this number if their materials were not collected or if they have other complaints or questions. This telephone number shall be shown on all collections equipment and in all mailings.
12. The Contractor shall be required to acquire all necessary operating permits and licenses.

Proposal Form

The Proposal requires the contractor to offer 'Per Residential Unit' pricing for every other week collection. It is intended that on each collection day, the contractor will collect recyclables from approximately one half of the stops from which the city is collecting refuse on that day. Each household would receive 26 collections per year.

The City will assist the contractor in dividing each day's collection route approximately in half, using recognizable and easily described streets.

The contractor will then be responsible for notifying each household when their recycling days are, designating Green and Gold routes, or some other mutually agreeable system. This notification may be in the form of a calendar or some other graphic device, delivered to each household.

Alternative methods of providing 'every other week' collection may be adopted with mutual agreement between the city and the contractor.

GENERAL SPECIFICATIONS

1. NATURE OF WORK

The work is to provide the public service of collection, processing and marketing of recyclables from buildings housing four (4) or less dwelling units and such other establishments as specifically directed. The work providing this service shall include furnishing all labor, equipment, tools, materials, insurance, supervision, and all other items incidental thereto and to perform all work necessary to complete the work as specified, and in the prescribed manner and time, for the collection, processing and marketing of residential recyclables.

2. LOCATION OF WORK

The curbside collection of recyclables to be provided under this contract will be located within the corporate limits of Fond du Lac.

3. RECYCLING COLLECTION SCHEDULE

The Contractor shall prepare and submit, for approval, a collection schedule which will ensure regular weekly collection on the same day as regular refuse collection. Adequate equipment, forces and materials shall be made available by the Contractor to start work on the date ordered by the Director and to comply with the recycling collection schedule. All regular collection schedules shall be made Monday through Friday.

4. NUMBER OF DWELLING UNITS

The number of dwelling units, for which collection service is to be provided under this Contract as stated in this Proposal, are approximate and do not constitute a warranty or guarantee by the City as to the exact number to be served.

5. TERM OF CONTRACT

The term of this Contract shall be for a ten (10) year period beginning on January 4, 2016 and terminating on December 31, 2025.

6. CONTRACT APPROVAL

This Contract is of the nature which requires the approval of the City of Fond du Lac Purchasing Committee.

7. PERFORMANCE BOND

The Contractor shall furnish a Performance Bond to the City in the amount specified, executed by a surety, guaranteeing the faithful performance of the Contract for the period of time as prescribed by the Performance Bond. The amount of the Performance Bond shall be equal to the annualized contract price.

8. CONTRACT EXECUTION

The individual, firm, partnership, or corporation to whom or to which the contract has been awarded, shall properly execute, on the forms provided, the contract and the 100% Performance Bond, and shall within ten (10) days after the contract is mailed, return them to the Office of the Director of Public Works.

9. LAWS TO BE OBSERVED

The Contractor shall at all times observe and comply with all Federal and State laws, local laws, ordinance, orders and regulations of the Federal, State, County or City.

10. FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Proposal on the work shall be considered as a representation that the proposer is familiar with all Federal, State and local laws, ordinances and regulations which affect those engaged or employed in the work, or equipment used in the work, or which in any way affect the conduct of work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the proposer or Contractor discovers any provisions in the specifications or contract documents which are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the Director in writing without delay.

11. TAXES

The Contractor shall pay all Federal, State and local taxes which may be chargeable against the performance of the work.

12. INSURANCES

The Contractor shall secure and maintain, throughout the duration of the Contract and subsequent contract renewals, insurance of such types and not less than amounts as hereinafter listed.

- A. Insurance coverage will be considered acceptable when provided in one of the following methods.
 1. By issuance of the original policy designating the Contractor and the City by name as the insured parties under the provisions of the policy.
 2. By endorsement to an original policy when endorsement shall extend to the City, by name, the same coverage and protection coverage for the protection stipulated in the paragraph above.
 3. By separate contingent policy providing the required insurance coverage for the protection of the City by name.

A duplicate original of each policy shall be furnished showing specifically the coverage and limes, together with the underwriter thereof, for approval by the City regardless of such approval by the City, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and his failure to do so shall not relieve him of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain the insurance in full effect will be considered performance and will be treated as such by the City. Satisfactory Certificates of insurance filed with the Director shall state that the mandatory ten (10) calendar days written notice will be give to the City and to the surety before any policy covered thereby is changed or canceled.

- B. Workmen's Compensation and Employer's Liability: This insurance shall protect the contractor against all claims under Workmen's Compensation Law. The Contractor shall also be protected against claim for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law.

The liability limits shall not be less than the following:

Workman's Compensation-Statutory Amount
Employer's Liability-Statutory Amount

- C. Automobile Liability: This insurance shall be written in comprehensive form shall protect the Contractor against all claims for the operations of all motor vehicles, whether they are owned or non-owned.

The liability limit shall not be less than the following:

Bodily Injury-\$1,000,000 each person
Bodily Injury-\$2,000,000 each occurrence
Property Damage-\$2,000,000 each occurrence

- D. General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of the Contractor and, in addition, this policy shall specifically provide Contractor's Protective Liability Insurance, and Contractual Liability Insurance covering the obligations stipulated below. The Contractor shall provide and maintain insurance to protect the City against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be by the Contractor or any of his subcontractors or by anyone directly or indirectly employed by the Contractor and his subcontractors. The general liability limits for this contract shall be not less than those of a combined singe limit policy of \$2,000,000 and general aggregate of \$5,000,000.

- E. Additional Insured: The City of Fond du Lac and its officers and employees shall be named as additional insured under the liability insurance required by this contract.

13. PERMITS

Before starting work the Contractor shall obtain and pay for all necessary permits and licenses whether issued by the State, County or City before any work begins and shall furnish proof of insurance, all as required for the work under this Contract. He shall be held responsible for all violations of the law for any cause in connection with the work.

14. PERSONAL LIABILITY OF PUBLIC LANDS

Neither the Director nor any of his assistants, nor any other agent of the City shall be personally responsible for any liability arising under or growing out the Contract, or operations of the contractor under the terms of the Contract.

15. CITY NOT LIABLE FOR DELAY

It is further expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

16. CONTRACTOR TO INDEMNIFY CITY

The Contractor shall expressly bind himself to indemnify and save harmless the City and all its representatives, agents and employees from all suits or actions of every kind and description when such suits or actions arise from acts, omissions, or the negligence of the Contractor, his servants, or his agents, including sub-contractors. The Contractor shall, likewise, bind himself to indemnify and save harmless the City and all its representatives, agents, and employee for or on account of any injury or damages received or sustained by the Contractor, his servants, or his agents, including subcontractors; or on account of any claim or amount recovered for royalty or infringement of patent, trademark, copyright, or on account claim or amount recovered under the Workmen's Compensation Law.

17. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall observe City Ordinances relating to obstructing streets, keeping passageways open and protecting same, and shall obey all laws and City Ordinances controlling or limiting those engaged in the work.

The Contractor is granted the privilege of using the street or streets for the purpose of doing work specified in the Contract, but he is not granted exclusive use of such street or streets. The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

18. DEFINITIONS AND TERMS

Whenever the following terms, or pronouns in place of them, are used in these specifications, or other contract documents, the intent and meaning shall be interpreted as defined in this section.

ADDENDUM: An addendum is a formal written notice of additions, deletions, modifications or explanations of other contract documents from the Director to proposers in advance of the bid date.

AMOUNT OF THE BID: For the purpose of awarding the Contract, the amount of the bid shall be the total amount shown as the sum of the itemized Proposal.

AMOUNT OF THE CONTRACT: The estimated annual amount of the Contract shall be twelve (12) times the monthly amount to the Contractor.

CHANGE ORDER: Change Order is a written order issued by the Director for changes in the work. Such Change Orders will be prepared on a standard form issued by the City and will set forth the nature of the change and the method of payment.

CITY OR OWNER: City, or Owner, shall mean the City of Fond du Lac, a chartered municipal corporation of Wisconsin.

COLLECTION: Removal and transportation of recyclables from its place of storage to its place of processing.

CONTRACT OR CONTRACT DOCUMENTS: Contract and Contract Documents have the same meaning.

The Contract consists of the following: Request for Proposals, Special Provisions, Collection Specifications, Proposal, Agreement, Performance Bond, Insurance, Notice to Proceed and Change Orders. These form the contract whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed work.

CONTRACTOR: The term Contractor shall mean the individual, firm, partnership, joint venture, corporation, or association contracting with the City to perform the work.

DIRECTOR: Shall mean the Director of Public Works or duly authorized representative.

DWELLING UNIT: Any group of rooms located within a dwelling, and forming a single habitable unit with facilities which are used, or are intended to be used, for living, sleeping, cooking and eating.

EXTRA WORK: Extra work is work over and above that called for in the contract.

MISSED COLLECTIONS: A missed collection is defined as a failure of the Contractor to provide recyclable materials collection service to a residential property within the recycling route during collection hours on the day scheduled for route collection.

NOTICE TO PROPOSER: The Notice to Proposers is a form Announcement of proposed City improvements advertising the time and place of receiving bid proposals.

NOTICE TO PROCEED: The Notice to Proceed is a written notice to the Contractor, issued and signed by the Director or his authorized agent, stating the date on or before which the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date and the contract time shall be computed from this date.

PERFORMANCE BOND: Performance Bond is the approved form of security furnished by the Contractor and his surety, as required in the Contract.

PROCESS CENTER: A building or group of buildings located on a site where recyclables are stored, transferred, or made ready for market or sale. Activities at this center may include manual and automatic separation of recyclables in their respective families.

PROPOSER: A proposer is any individual, firm, partnership, corporation or association licensed or otherwise authorized by law to do business in Wisconsin, submitting a proposal for the work, acting directly or through a duly authorized representative.

PROPOSER'S DEPOSIT: The Proposer's Deposit is the approved bid bond on file in the City Clerk's Office; A Bid Bond for the project being bid, or a Cashier's Check or Certified Check drawn on a solvent bank made payable to the City Treasurer accompanied with the bid for the amount stipulated in the Notice to Proposers as a proposal guarantee of good faith to enter into the contract.

RECYCLABLE MATERIALS: Means newsprint; green, brown, and clear glass; aluminum cans and other clean aluminum; HDPE and PET plastics; metal cans; cardboard and other materials mutually agreed to by the Contractor and City. These materials are rendered recyclable by the action of residents who prepare and place materials at the curbside for collection or at a drop off center.

RECYCLABLE MATERIAL PREPARATION: Recyclable material and methods of their preparation are as follows:

1. **Clear, green and brown glass containers:** Unbroken glass containers shall be rinsed to avoid health and nuisance problems.
2. **Aluminum Cans:** Cans shall be rinsed to avoid health and nuisance problems.
3. **Plastic Containers:** Plastic containers shall include PET and soft drink bottles and HDPE milk jugs, and other designed soft plastic containers. Containers shall be rinsed to avoid health and nuisance problems.

4. Newsprint: Clean, unsoiled newsprint-type paper containing minimal glossy magazine type paper shall be separated from aluminum, glass and plastic materials.
5. Bi-metal cans: Steel and tin combination cans shall be rinsed.
6. Cardboard: Clean and unsoiled cardboard shall be bundles and tied separately.
7. Aseptic cartons and Gable topped cartons: Shall be rinsed.

RESIDENTIAL PROPERTY: Attached and detached single and multiple units of four (4) units or less.

RESIDENT: Occupant of a residential property.

SPECIAL PROVISION: The Special Provisions are contract requirements peculiar to the project with compliment, supplement or modify the contract. In case of conflict with the stand specifications, the Special Provisions shall govern, except for an addendum which supersedes all previous documents.

SPECIFICATIONS: The Specifications are the complete directions, provisions, and requirements contained in the Special Provisions, Standard Specifications, Addenda, Change Orders, and Supplemental Agreements as may be necessary to describe the work and the service, which is to be furnished under the contract.

SUBCONTRACTOR: Subcontractor is an individual, firm, partnership, corporation, or association licensed or otherwise authorized by lay to do business in Wisconsin, to whom the Contractor, with written consent of the City, sublet a part of the work.

SURETY: Surety shall mean the corporation, partnership or individual duly licensed and authorized to do business in Wisconsin, who is bound with the and for the Contractor to assume legal liability for the faithful performance of the Contract.

“WORK” OR “THE WORK”: The work shall mean the furnishing of all labor, materials, equipment and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.

WORKING HOURS: Working hours shall be those hours between 5:00 AM and 7:00 PM.

19. INTERPRETATION OF CONTRACT

If any prospective proposer is in doubt as to the true meaning of any parts of the Contract, he may request an interpretation from the Director. Any interpretation of the Contract will be made only by an addendum duly mailed or delivered to each prospective proposer who received a set of contract documents. In order to have a request for interpretation considered, the proposer must deliver the request to the Director not less than seven (7) days before the bid date.

20. ADDENDUM

The proposer shall sign each addendum issued and attach it to his proposal in order to have his bid considered.

21. EXAMINATION OF THE SITE OF THE WORK

By the submission of a proposal to do the work, the proposer certifies that he has carefully examined the collection area and that the proposer is fully informed concerning the requirements of a Contract, the physical conditions to be encountered in the work, and the character, quality, and the quality of service to be performed, and of materials and equipment to be furnished. The Contractor will not be entitled to additional compensation if he subsequently finds that conditions require methods or equipment other than that anticipated by him in making his proposal. Negligence or inattention of the Contractor in determining any conditions prior to filing his proposal, or in any phase of his performance of the work, shall be grounds for refusal by the Director to agree to additional compensation for additional work caused by such negligence or inattention.

22. MATERIALS APPROVED BY THE CITY

Certain customer information materials such as regulations, violations tags, etc., shall be approved by the City prior to being distributed by the Contractor.

23. QUALIFICATIONS OF PROPOSER

The proposer must be qualified by experience, adequate financing and equipment to do the work called for in the contract. Records of prior experience as a City Contractor will be considered.

24. PROPOSER'S CERTIFICATION

By the submission of his proposal, the proposer certified that his proposal is genuine and is not made in the interest of, or in 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; that he is not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal; that he has not solicited or induced any person, firm or corporation to refrain from proposing; and that he has not sought, by collusion or otherwise, to obtain for himself any advantage over any other proposer or over the City.

25. PREPARATION OF PROPOSAL

Proposals shall be typed and shall be completely executed by the proposer in ink with his full signature. The proposer shall indicate whether he is an individual, partnership, joint venture, Wisconsin corporation or a foreign corporation, and enter the correct name of this proposer. The business address of the proposer shall be typed or printed on the proposal. The proposal shall be signed by an authorized agent. If submitted by a corporation, the proposal must be signed by the President and Secretary, or by other officers authorized by a resolution of the Board of Directors with a copy of the resolution accompanying the bid.

26. DELIVERY OF PROPOSAL

Each proposer shall place his proposal in an envelope and deposit it with the Purchasing Assistant on or before the time and at the place set forth in the Notice to Proposers.

It is the sole responsibility of the proposer to see that his proposal, accompanied with the proposer's Deposit is delivered in time. Any proposal received after the scheduled closing time for the receiving of proposals will be returned to the proposer unopened and will not be considered.

27. PROPOSAL GUARANTY

Each separate proposal shall be accompanied by a certified check or acceptable collateral in the amount of five percent (5%) of the total amount bid, made payable to the Owner. A bid bond in lieu of a certified check will be acceptable.

28. WITHDRAWAL OF PROPOSALS

Any bidder, upon his or his authorized representative's written, request will be give permission to withdraw his proposal not later than the time set for opening thereof. At the time of opening of the proposals, when such proposal is reached, it will be returned to him unread. However no bid shall be withdrawn after opening of the bids without the consent of the Director of Public Works for a period of thirty (30) days after the scheduled time for closing bids.

29. RETURN OF PROPOSAL GUARANTEES

As soon as the proposal prices have been compared, the Engineer may, at this discretion, return the certified checks or other collateral accompanying those proposals, which in his judgment, would not be considered in making the award. When the award is made the successful bidder's collateral only will be retained until the contract and bond have been executed, after which it will be returned to the bidder. Should the award be delayed more than thirty (30) days all bidders' collateral will be returned unless such delay is from causes beyond the control of the Owner.

30. PUBLIC OPENING OF PROPOSALS

Proposal will be publicly opened and read on the date and at the hour and place set in the advertisement or notice to the Contractor. Proposals received after the time set for the opening will be returned to the bidder unopened.

31. REJECTION OF PROPOSAL

Proposals containing any omission, alterations, of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or proposals otherwise regular which are not accompanied by a certified check or acceptable collateral will be considered irregular and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and make the award to the best interest of the Owner.

32. REQUIRMENTS OF PERFORMANCE BOND

The contract shall not become operative unless the Contractor on or before the time of signing the contract shall have furnished a surety bond or cash in an amount at least equal to one hundred percent (100%) of the contract price a surety for all the faithful performance of this contract and for the payment of all persons performing labor and furnished material in connection with the contract.

33. AWARD OF CONTRACT

The award of contract, if any, will be to the lowest responsible bidder whose proposal complies with all the requirements necessary to render said proposal as being acceptable. The award will be made within thirty (30) days after the opening of the proposal. The work outlined in the proposal may be awarded as a whole or in part or parts, according to the best interests of the City.

34. EXECUTION OF CONTRACT

The individual, firm, partnership, or corporation to whom or to which the contract has been awarded, shall properly execute, on the forms provided, the contract and the 100% Performance Bond, and shall within (10) days after the contract is mailed, return them to the Office of the Owner.

35. APPROVAL OF CONTRACT

No contract is binding until it has been executed by the Owner and delivered to the Contractor.

36. FAILURE TO EXECUTE CONTRACT

Failure of the successful bidder to comply with any of the requirements of these specifications or to execute the contract within ten (10) days after mailing as specified or to furnish security as required shall be just cause for the annulment of the award. In the even of such annulment of the award, the amount of proposal guaranty shall become the property of the Owner, not as a penalty but as liquidated damages. Award may then be made to the next best qualified bidder, or the work re-advertised, or handles as the Owner may elect.

37. NOTICE TO PROCEED AND PROSECTION OF WORK

The Contractor shall begin work on the date set forth in the Notice to Proceed and shall prosecute the work vigorously and continuously for the duration of the contract.

38. PAYMENT

The City agrees to pay the Contractor for all services and labor for the collection, processing and marketing of residential recyclables at the price established and set forth in the Proposal attached to these specifications. Invoices shall be submitted on a monthly basis by the Contractor and payment will be made by the City within thirty (30) days after receipt of the billing. The amount paid shall be based upon the contract price. The City reserves the right to pay by credit card without additional fees being added.

39. CHARACTER OF WORKMEN AND WORK

All subcontractors, superintendents, foremen, and workmen employed by the Contractor shall be competent and careful workmen skilled in their respective trades. The Director may demand the dismissal of any person employed by the Contractor in, about or upon the work who repeatedly misconducts himself or is incompetent or negligent in the proper performance of his duties, or who neglects or refuses to comply with the direction given; and such person shall not be re-employed under the Contract without the written consent of the Director. Should the contractor continue to employ or re-employ any such person, the Director may withhold all monies due or which may become due the Contractor, or the Director may suspend the work until such orders are complied with. The Contractor shall furnish such supervision, labor and equipment as it considered necessary for the prosecution of the work in an acceptable manner and at a satisfactory rate of progress.

40. ASSIGNING OR SUBLETING THE CONTRACT

The Contractor shall not assign or sublet the Contract, or any portion of the Contract, without the written approval of the Director. The Director's written approval of the Contractor subletting work shall not be construed as making the City a part of such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor shall under any circumstances relieve the Contractor or his surety of his liability and obligation under the Contract, and all transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workmen and representatives of the Contractor and as such shall be subject to the same requirements of character and competence as set forth in the preceding section entitled "Character of Workmen and Work".

41. BREACH OF CONTRACT

If the Contractor fails to begin work at the time specified, persistently disregards laws, ordinances or instructions of the Director or repeatedly fails to provide sufficient reserve workmen and equipment to insure the proper completion of the work by 7:00 P.M. each day, or performs the work unsatisfactorily or fails to collect refuse on a regular schedule, or discontinues the prosecution of the work without authorization by the City, or becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows final judgment rising out of performance of the Contract to stand against him unsatisfied for a period of ten (10) day, the Director will consider such action a breach of contract and give notice, in writing by registered mail, to the Contractor and his surety of such breach.

If the Contractor or his surety, within ten (10) days after such notices, does not proceed to take over and complete the work under the orders of the Director, then the Director, because of the breach of contract shall have full power and authority, without violating the contract or bond, to take over the completion of the work, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in his opinion may be required for the completion of said contract in a acceptable manner. Furthermore, after the issuance by the City of its notice of intention to terminate the Contract, the Contractor shall not remove from the City any of the equipment normally used in the Contract work process until arrangements to continue the work, by Contract, by the surety, or otherwise, have been completed by the City.

For all costs, charges and damages incurred by the City, together with the costs of completing the work, the Contractor and his surety shall be liable, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the expenses incurred by the City are less than the sum which would have been payable under the Contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In the case such expenses exceed the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay the City the amount of said excess.

42. PLACE OF COLLECTION

The Contractor shall collect the recyclables from the terrace area at the front of each residence, in the City of Fond du Lac.

43. TIME OF COLLECTION

No residential recycling shall be collected, taken, removed or transported from any premises in the City except after the hours of 5:00 A.M. or other agreed upon time on the day scheduled for collection. Sufficient reserve equipment and labor shall be available to avoid collections after 7:00 P.M.

44. COLLECTION ON HOLIDAYS

The Contractor is not required to provide curbside collection service on Saturdays, Sundays, and the following days when City collection crews do not work:

New Years Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Days when collection is cancelled by the City

The City shall inform residents as to collection schedule changes. Holidays falling on Monday through Thursday will usually have collection on the following day. Holidays falling on Friday will have collection on Thursday, or on the following Monday, in some cases. The contractor's schedule shall match the schedule for the collection of regular solid waste.

45. ADVERSE WEATHER CONDITIONS

When adverse weather conditions form the cancellation of collection service on the scheduled day, the contractor shall resume collection at the earliest opportunity possible.

46. PROGRAM INDOCTRINATION

The Contractor is reminded that he is an integral part of a continuing City service to which the citizens are accustomed. Therefore, the Contractor will be expected to cooperate with the City and its citizens in carrying forth contract efforts. The Contractor and his representatives will make every reasonable effort to serve the customers regardless of errors in customer's preparation. By use of a tag system the Contractor will notify the customer of the customer's repeated or gross mistakes.

The City will cooperate and encourage the customer to comply with regulations by providing instructions and making personal contact with violators as the need arises or as requested by the Contractor.

47. SPILLAGE REMOVAL

The Contractor shall exercise all reasonable care and diligence in collecting recyclables.

The Contractor must exercise due care so as to prevent spilling or contaminates of recyclables through collector activity and shall immediately, at the time of occurrence, clean up as required. The transfer of recyclables shall be confined to the area adjacent to the collection vehicles.

Equipment oil or any other liquid or debris resulting from the recycling collecting operation or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, a suitable cleaning agent shall be applied to the street surface to provide adequate cleaning.

48. COMPLAINTS

The Contractor shall maintain an office and operational telephone during business hours, which at a minimum shall be 8:00 A.M. to 5:00 P.M., Monday through Friday. Residents will be asked to call this number if their recyclables were not collected. The Contractor agrees to have an employee answer the telephone or to tape resident's complaints. The Contractor agrees to have an employee answer the telephone or to tale residents complaints. Missed collections and any other complaint shall be recorded in a log, noting the date, time, address, complaint and method of resolution. Missed collections shall be picked up within twenty-four (24) hours after the complaint is received.

The Contractor shall provide the residents with good reasonable service on a consistent schedule during normal working hours.

49. ASSISTANCE

The Contractor shall notify the City Administrative Offices at the City-County Government Center when it is apparent that there may be a delay in normal collection schedule of more than four (4) hours.

50. EMPLOYEES

The Contractor shall require his employees to conduct themselves in a courteous and helpful manner and refrain from using any loud or profane language.

The Contractor shall require his employees to wear clothing which shall always be as neat and clean as circumstances permit. Shirts will be required at all times

Employees shall not trespass or litter, cross property to adjoining premises, or meddle or tamper with property which does not or should not concern them.

The Contractor shall prohibit any drinking of alcoholic beverages by his drivers and crew members while on duty or in the course of performing their duties under their contract.

51. COLLECTION TRUCKS

The Contractor agrees to use neat-appearing, well-maintained, leak proof; enclosed truck bodies for all regularly scheduled combined residential recycling collection. Failure to keep a truck in generally operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from use in City Collection.

Should the Contractor be unable to provide adequate equipment in sufficient numbers to maintain scheduled collections, the Director may, after a period of five (5) days, Sunday excluded, take over the prosecution of the work, enter into agreements with others for the work, or use such other methods as in his opinion may be required for prosecution of the work in an acceptable manner.

For all costs, charges and damages incurred by the City, together with the costs of completing the work, the Contractor and his surety shall be liable and all such costs may be deducted from any monies due or which may become due the Contract.

- A. The Contractor shall provide and maintain during the entire period of the Contract recycling collection vehicles sufficient in number and capacity to efficiently perform the work and render the services required of him by this Contract. He shall provide evidence of his ability to furnish reserve vehicles and personnel under breakdown and lay-off conditions.
- B. Each collection vehicle shall be kept in a sanitary condition at all times and to insure compliance herewith the City reserves the right to inspect the Contractor's collection vehicles at any time to ascertain said sanitary condition.
- C. Each truck shall be equipped at all times with a shovel and a broom for the collection or spilled recyclables.
- D. The Contractor shall inform the Director as to the storage location of his collection vehicles so that regular inspections of vehicles so that regular inspections of vehicles can be made.

52. PENALTIES

The Director will notify the Contractor of each complaint reported to the City. It shall be the duty of the Contractor to take whatever steps necessary to remedy the complaint.

Failure to remedy the complaint within twenty-four (24) hours after it is reported to the Contractor will result in a penalty against the Contractor.

The City in its sole discretion may levy penalties for repeated performance deficiencies, including, but not limited to, the following:

- A. Discourtesy to citizens.
- B. Non-completion of routes.
- C. Inappropriate behavior as a service representative of the City.
- D. Poorly maintained equipment or uniforms.
- E. Excessive level of missed collections or other customer complaints.

Prior to levying a monetary penalty, the City shall have first notified the Contractor in writing as to the performance deficiency in question and permit the Contractor an opportunity to respond. The City shall take into consideration:

- A. Previous occurrences, if any, of the same nature.
- B. Remedial action proposed and implemented by the Contractor.
- C. Seriousness of complaint.
- D. Prior communication regarding the type of complaint under consideration.

It is hereby agreed that the City may deduct from any monies due or which may become due to the Contractor the penalty amount. A maximum penalty of \$200 per day may be levied. The City's decision as to the appropriateness of the penalty shall be conclusive between the parties.

PROPOSAL

Purchasing Manager
City of Fond du Lac
City/County Government Center
P.O. Box 150
160 South Macy Street
Fond du Lac, WI 54935

Gentlemen:

The undersigned, having examined the specifications, contract documents, site of the work does hereby submit the following proposal to furnish all equipment, and to do and perform all of the work for the completion of the designated project, all in accordance with the Applicable Specifications.

The undersigned bidder, if awarded the Contract, agrees to begin work on January 4, 2016.

BASE BID

The undersigned bidder does hereby declare and agree to be bound, and to perform the work all in accordance with the terms, conditions and requirements of the foregoing Proposal, Contract, and Applicable Specifications, specifically including:

- Every other week curbside collection of co-mingled recyclable materials from all residential properties of four (4) or less units.
- Provide and distribute 60 gallon capacity containers to all eligible properties.
- Collection dates, frequencies and locations shall mirror the City of Fond du Lac's Solid Waste Collection Program.

Provided for the base monthly fee per residential unit of \$_____.

Proposal Submitted By:

OF _____

Sole Trader, or Co-Partner or Corporation

Date: _____

By _____

(Bidder must sign on this line)

Title _____

If a Corporation, answer the following:

Incorporated under the laws of what state?

AFFIDAVIT OF BIDDER

STATE OF WISCONSIN)
) SS
CITY OF FOND DU LAC)

Pursuant to Section 66.29(7), Wisconsin Statutes, _____

(Name of person signing this affidavit)

being duly sworn, deposes and says that he is the duly authorized representative of

bidder for doing work or labor or the material furnishing of under the proposal of which this
affidavit is a part, and

That the bidder has examined and carefully prepared his bid form, the plans and
specifications, and has checked the same in detail before submitting said proposal or bid to the
City of Fond du Lac represented by the Common Council.

(Signed by bidder or his authorized representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____

NOTARY PUBLIC

My Commission Expires: _____

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 2015 by and between _____ party of the first part, hereinafter called the “CONTRACTOR” and the CITY OF FOND DU LAC, WISCONSIN, a municipal corporation, party of the second part, hereinafter called the “OWNER”.

WITNESSETH

That the Contractor and the Owner, for the consideration herein stated, do agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall collect, process and market recyclable materials, and shall provide and furnish labor, materials, tools, expendable equipment, and all utility and transportation services required to perform and compete in a workmanlike manner, all of the work required and contemplated by this Contract all in strict accordance with the Specifications, and Special Provisions, the same, together with the Contractor’s Proposal and Bidding Schedule to be considered and made a part of this contract.

In Lieu of providing and distributing 18 gallon “bin type” containers, the bidder shall provide and distribute *64 gallon +/- wheeled carts, collections shall be “single stream”, with no material separation(s) required prior to collection and collections shall be every two weeks.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of his Contract, subject to any additions or deductions **the base monthly fee per residential unit of \$ _____.** (Based on 2015 household count of 14,347.)

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor, calculated upon the unit prices set out in the contract.

The foregoing total sum shall be the basis for establishing the amount of Surety Performance Bond, and is not to be construed as the lump sum contract price.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This contract shall consist of the following component parts, all of which shall be considered as fully a part of this contract as if the same were set out verbatim, if not attached, as if attached hereto.

1. Special Provisions
2. General Specifications
3. Advertisement for Bids
4. Contractor’s Proposal
5. This Instrument

The Contractor agrees to commence work under this Contract on _____ and shall prosecute the work vigorously and continuously during the life of this Contract.

This Contract is intended to conform in all respects to the applicable statutes of the State of Wisconsin, and if any part or provision of this Contract conflicts therewith, then in that event said statutes shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

In Presence Of:

FIRM NAME

PRESIDENT OR CO-PARTNER

SECRETARY OR PARTNER

SOLE TRADER

In Presence Of:

CITY OF FOND DU LAC, WISCONSIN

CITY MANAGER

CITY CLERK

Provisions have been made to pay the liability that will accrue under this contract.

DIRECTOR OF ADMINISTRATION

Date: _____

Date: _____

Approved as to form:

CITY ATTORNEY

Date: _____

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal, and _____, a corporate surety authorized to transact business in the State of Wisconsin, as Surety, are held and firmly bound unto _____
The City of Fond du Lac

hereinafter called the "owner", **base monthly fee per residential unit of \$_____ (Based on 2005 household count of 14,347)**, lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has executed the attached agreement dated _____, 2015 for _____
Curbside Recycling Collection and Disposal Contract File No. 2015-029

Now, Therefore, if the attached Agreement is executed on behalf of the Owner, and if the Principal shall well and truly keep, do and perform each and every matter and thing in the foregoing written contract set forth and specified to be by said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named obligee all losses and damages which said obligee may sustain by reason of the failure of default of the said Principal, and shall pay to each and every person or party entitled thereto, all claims for work or labor performed and materials furnished, used or consumed for, in or about the work covered by said contract, including, without limitation because of specific enumeration therein, all of the items included in Section 779.14 Wisconsin Statutes, all as provided in said contract, then this obligation shall be void; otherwise to be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of agreement to the work or to the specifications.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument in 2 original counterparts, under their several seals this _____ day of _____, 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence Of:

(Address)

(Address)

(Corporate Principal)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

(Corporate Surety)

ATTEST:

(Business Address)

By _____
(Affix Corporate Seal)

Title: _____

Approved: _____ 20 _____

City Manager

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

(1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.

(2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.

(3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**

(A) The contractor, or a shareholder, officer or partner of the contractor:

(1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.

(2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.

(B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

Name of Business

Street Address or P O Box

City

State

Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer

Signature of Authorized Officer

Date Signed

Name of Corporation, Partnership or Sole Proprietorship

Street Address

City

State

Zip Code

If you have any questions call (608) 266-0028