

**TOWN OF BLACK CREEK  
REQUEST FOR PROPOSALS  
REFUSE AND RECYCLING COLLECTIONS**

**I. OVERVIEW**

The Town of Black Creek is requesting proposals from competent professionals to provide curbside refuse and recycling collection service for all residential households within the town boundaries effective January 1, 2018 through December 31, 2022 with an option to renew in subsequent years based on Consumer Price Index (CPI). All refuse materials collected must be delivered to the Outagamie County Landfill and all recyclable material must be delivered to the Outagamie County Material Recovery Facility (MRF), respectively. Both facilities are located at 1419 Holland Rd, Appleton, WI. All prospective providers must be familiar with the regulations governing both facilities and be able to abide by them, or as they may change in the course of this contract period. Collection of materials not accepted by the Outagamie County Landfill and Outagamie County MRF will not be permitted and will not be part of the proposal. The Town will evaluate proposals to determine whether the collection service will be awarded to the lowest responsible, responsive proposer. Decision will be made by the Town Board in the best interests of the Town.

The Town of Black Creek encompasses approximately 36 square miles. A Town map is attached for reference. The Town has an estimated population of 1246 and approximately 478 housing units that will be serviced under this contract. Industrial and commercial accounts are not to be included as part of this proposal.

**A. REFUSE COLLECTION**

Residential households will be provided weekly curbside refuse collection. Materials will be placed at the curb by the resident for pick-up at single-family, duplex and multi-family dwellings up to four (4) units. The starting weekly time and route should be consistent. Currently garbage and recycling are both picked up every Tuesday, we are interested with maintaining this collection day. Only refuse picked up in the Town of Black Creek may be delivered to the Outagamie County Landfill; no mixing with materials from other municipalities will be allowed. No Saturday or Sunday collections will be permitted. A holiday schedule should be adopted consistent with the existing schedule. (The pickup will be one day later on all routes when the holiday falls on a Monday or Tuesday).

Providers should quote separately as follows:

- 1) The cost of pick up, transportation and landfill tipping fees
- 2) The cost of pick up and transportation only, with Outagamie County billing the Town for the landfill tipping fees.

**B. RECYCLING COLLECTION**

Residential households will be provided bi-weekly curbside recycling collection. Materials will be placed at the curb by the resident for pick-up at single family, duplex and multi-family dwellings up to four (4) units. The starting weekly time and route should be consistent. Currently garbage and recycling are both picked up every Tuesday, we are interested with maintaining this collection day. No mixing of recyclable materials from other municipalities will be allowed. A holiday schedule must be adopted consistent with the existing schedule. When a holiday falls on a Monday or Tuesday, collection of recycling is picked up the next day. No Saturday or Sunday collections will be permitted.

Procedure for pickup of appliances and large items must be addressed.  
No restriction on amount of refuse or recycling per household.

For purposes of payment for refuse and recycling collection service, a household shall be defined as a single family home or each unit of multi-family dwellings up to four (4) units. A duplex shall be defined as two households. Multifamily property owners with units of five (5) or more will arrange for collection service of their own choice and at their own expense.

## II. COMPANY RESPONSIBILITIES

### A. Insurance and Necessary Documentation

The Company will be responsible for obtaining any necessary permits or licenses required by local, state or federal regulations for the transport of refuse or recyclable materials. The Company must also comply with all local, state and federal regulations regarding the hauling of refuse materials. The Company is solely responsible for providing worker's compensation insurance and shall comply with the requirements of applicable State of Wisconsin agencies. All drivers must have appropriate Commercial Driver's License (CDL) certifications. The Company shall provide a list of employees assigned to work in the Town which shall be re-submitted in its entirety on an annual basis. The Town retains the right to refuse or reject the assignment of any employee by the Company within the Town at its discretion.

### B. Collection Requirements

Proper collection practices must be utilized. The Company will make collections with as little noise and disturbance as possible. All equipment will be properly operated and maintained, especially exhaust mufflers and brakes. All employees involved in the collection of materials will demonstrate polite and courteous conduct. Employees shall carry proper identification at all times. Drivers are expected to obey all traffic laws and to follow established truck routes when not in the process of collecting. Scavenging of materials by employees is strictly prohibited.

The Company must provide the Town with a collection schedule. As discussed previously, if holiday collection schedule changes are required, it must be submitted within 30 days of the holiday, and must first be approved by the Town Board. Materials will be collected in a complete and timely manner. The Company must employ enough persons as required to collect the refuse and recycling on schedule. The Company shall provide a chase vehicle or make other suitable arrangements to collect any materials missed by the regular collection vehicles. It is expected that this collection will occur on the scheduled collection day.

The Company must provide all standard or specialized equipment necessary to collect refuse on schedule in a professional and efficient manner. Collection vehicles must be clearly marked with the name of the Company in large letters. The collection vehicles must also be maintained in such a manner that they are safe and clean. Collection vehicles must be enclosed to prevent blowing debris. The Town retains the right to reject the use of any vehicle it deems unsuitable for use in the Town. The proposal shall include a description of the vehicle type intended for use with the program. The Company shall NOT mix refuse collected with that from any other community or customer whether in the Town or not.

Uncollected refuse and recycling containers must be tagged by the Company with a violation/advisory notice to be approved by the Town and Outagamie County. The tags will be properly marked to note the nature of the reason the materials were not collected and will have the Company's phone number listed to allow direct calls by the resident with questions or complaints. Tags will be provided by the Company as part of this contract. A list of tags issued will be provided to the Town on a weekly basis.

The Company must provide and maintain a local telephone service or 800 phone number for Black Creek residents to air complaints regarding collection services. The phone service must be staffed by a Company employee knowledgeable about the refuse programs and the Company's operation in Black Creek. The phone service must be staffed on all days of operation beginning at 8:00 a.m. until the end of collection or 5:00 p.m., whichever is later. All complaints received must be documented. Copies must be forwarded to the Town on a weekly basis. All questions and complaints NOT relevant to the collection of refuse and materials should be forwarded to the Town. Email address:

[TownClerkBC@aol.com](mailto:TownClerkBC@aol.com)

All damage to public or private property due to the neglect of the Company's employees during the hours of employment will be the responsibility of the Company. The Company is also responsible to residents for damage to containers caused by individuals employed by the Company during hours of employment. Accident and damage reports will be provided to the Town weekly. Reports will include a description of the incident and its resolution.

The Company shall be required to provide operational reports to the Town every six (6) months. These reports will include refuse collected, compliance data, container information, summaries of customer complaints, material contamination, and any other information requested by the Town or Outagamie County. The Town will require the contractor to set up a master list of addresses to be picked up each day prior to start of service. Thereafter, the Town will require a list of any new pickups as they are added.

In the event the Company is unable to make a regularly scheduled collection, it must notify the Town and Outagamie County Division of Solid Waste and provide customer advisory information to: WFRV TV5, WLUK TV11, WBAY TV2, WGBA TV26/32, WHBY 1150AM, WAPL 105.7FM, WKSZ 95.9 FM, WZOR 94.7 FM, WECB 104.3 FM, WSCO 1570AM, WEMI 91.9FM, WEMY 91.9FM, WPKR 99.5FM, WOSH 1490AM, WWWW 96.9FM, WNAM 1280AM, WVBO 103.9FM, WQLH 98.5FM, WDUZ , 400AM, WTAQ 1360AM, WIXX 101.1FM, WZBY 99.7FM, WNFL 1440AM, WNCY 100.3 FM, WROE 94.3FM, WOZZ 93.5FM. Failure to collect without approval of the Town will result in a penalty equal to the annual collection cost divided by the number of scheduled collection days. Unapproved failure to collect for more than five (5) days in any twelve month consecutive period, will be considered breach of contract. In the event of a strike by the Company's employees, the Company shall arrange to subcontract the work to insure that collection schedules are met. All subcontractors must be approved by the Town Board.

### **III. TOWN RESPONSIBILITIES**

Town is responsible to draft, enact and enforce necessary ordinances consistent with this agreement.

### **IV. SUBMITTING REQUIREMENTS**

The successful collection services provider must prove financial responsibility compatible with the scope of the programs stated herein. The provider shall procure and maintain, at its expense, during the term of the agreement, at least the following insurance covering activities under the agreement:

- Worker Compensation Statutory (WI)
- Employers Liability \$500,000/occurrence
- Automobile Liability \$500,000/occurrence
- Comprehensive Liability
  - Bodily Injury \$500,000/occurrence
  - Property Damage \$500,000/occurrence
  - Personal Injury \$500,000
  - Excess Liability (CGL & Auto) \$2,000,000

The Town of Black Creek must be named as an additional named insured on the Company's policy. Insurance companies will be required to provide the Town with not less than thirty (30) days notice of cancellation.

Company must show proof of a performance bond or irrevocable letter of credit in the amount equal to three (3) months of anticipated billings for services under this bid. If the Company fails to comply with the agreement, all costs associated with obtaining alternative services would be forfeited to the Town. In the event that the Company fails to comply with its obligations under this agreement, this bond will be forfeited to the Town.

All vendors shall provide cost information on the form included as Appendix A of this document.

All vendors desiring to be considered for collection shall submit six copies of their proposal to the following address:

Town of Black Creek  
N5295 12 Corners Rd  
Black Creek, WI 54106

or

Placed in the town hall drop box located at:  
N6051 12 Corners Rd  
Black Creek, WI 54106

The outside of the sealed envelope must be plainly marked in the lower left hand corner "REFUSE COLLECTION PROPOSAL". Envelopes must also show name of bidder.

Proposals must be received no later than Friday, September 8, 2017 by 5:00 p.m. Proposals received after the date will not be read.

Award, if any, will be made at the September monthly Town Board meeting. Questions regarding this Request for Proposals should be directed to Town Chairperson, Dan Knutzen at 920-619-3883.

#### **V. TOWN'S RESERVATION OF RIGHTS**

The Town of Black Creek reserves the right, at its sole discretion, to use without limitations any or all of the information and data submitted in response to this Request for Proposal, or derived by further investigation thereof the Town further reserves the right to supplement, add to, delete from or otherwise change this Request for Proposals if future conditions dictate.

The Town shall contract with the provider who demonstrates the ability to deliver the services within the criteria established. Selection among qualified providers shall be based on certain factors determined by the Town, including but not limited to, cost provider reputation, experience, additional service offerings and other criteria deemed relevant. The Town is not required to select the low provider and may reject any and all proposals if it is deemed in its best interest.

**TOWN OF BLACK CREEK  
APPENDIX A  
COST INFORMATION--PROPOSAL-REFUSE AND RECYCLING COLLECTION SERVICES**

COMPANY NAME \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

Refuse collection, weekly basis \$ \_\_\_\_\_ per household/weekly  
Automated, Company provides container

Refuse collection, weekly basis \$ \_\_\_\_\_ per household/weekly  
Automated, Town provides container

Refuse collection, weekly basis \$ \_\_\_\_\_ per household/weekly  
Manual

Recycling collection, bi-weekly basis \$ \_\_\_\_\_ per household/bi-weekly  
Automated, Company provides container

Recycling collection, bi-weekly basis \$ \_\_\_\_\_ per household/bi-weekly  
Automated, Town provides container

Recycling collection, bi-weekly basis \$ \_\_\_\_\_ per household/bi-weekly  
Manual

Refuse Weekly & Recycling bi-weekly collection, \$ \_\_\_\_\_ per household/weekly  
Automated, Company provides container

Refuse Weekly & Recycling bi-weekly collection, \$ \_\_\_\_\_ per household/weekly  
Automated, Town provides container

Refuse Weekly & Recycling bi-weekly collection, \$ \_\_\_\_\_ per household/weekly  
Manual

Certificate of Insurance

Large item pick up included. No limit on amount of refuse.

Additional Costs: (Specify) i.e. 2 yard dumpster charge cost per pick up, fuel surcharge, etc.  
\_\_\_\_\_

NOTE: Please include any relevant information regarding proposal, including any variations to RFP references, etc. Successful company should be prepared to begin providing service January 1, 2018.