

# Village of Marshall

## Request for Proposals

### Solid Waste and Recycling Collection Services

The Village of Marshall, Wisconsin will accept proposals for solid waste and recyclable collection, hauling and disposal for residences in buildings of up to and including 8 living units and municipal facilities within the Village of Marshall. Commercial, industrial, and other institutional facilities are not included in the village's solid waste collection program.

Proposals must include a term of contract for both a 5-year and a 10-year period commencing January 1, 2023.

Currently, the Village of Marshall contracts for fully automated weekly refuse collection, and recycling services to one-half of the village on an alternating week basis. The intention of this RFP is to continue the fully automated collection service pricing options with containers (carts). Proposals shall include once-a-week curbside solid waste & recycling pickup to one-half of the village on an alternating week basis.

The village is requesting pricing for collection services on a cost/living unit/month basis broken down by solid waste fees and recycling fees. The monthly cost per unit shall include one 95 gallon cart for refuse (garbage) and one 95 gallon cart for recyclable materials to be provided by the contractor at no additional charge. If fuel surcharges are anticipated, a fuel surcharge rate table shall be included with the proposal.

All contractors bidding on Village of Marshall services should be familiar with the village, including geographical scope and constraints, traffic patterns, and the presence of cul-de-sacs. Current count of residential pickup is 1144 units. See Scope of Services for clarifying information about bid requests and related contractual terms. Direct questions via email ONLY to Brian Koll, Director of Public Works at [bkoll@marshall-wi.com](mailto:bkoll@marshall-wi.com)

Proposals must be on the form included on the last 2 pages of this document. Proposals must be sealed and delivered or mailed to the Village of Marshall, P.O. Box 45, Marshall, WI 53559. Sealed envelopes should be clearly labeled "Sealed Proposal for Solid Waste and Recycling Collection Services", with the Contractor's name and address. Contractors shall furnish one (1) original and (3) photocopies of the proposal. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village of Marshall. Also required, is an electronic copy of the proposal, with signatures, to [bkoll@marshall-wi.com](mailto:bkoll@marshall-wi.com).

The proposals must be received no later than **10:00 A.M., June 20, 2022 at the Marshall Municipal Building**. Proposals arriving after the specified time, whether sent by mail, courier, or in person shall not be accepted. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after 10:00 A.M. on June 20, 2022 will not be considered regardless of postmarked date or time on the envelope. Facsimile ("fax") machine transmitted, or electronic proposals shall not be accepted.

The opening of all proposals shall commence at the Marshall Municipal Building, 130 S. Pardee St., Marshall, WI 53559 at 10:00 A.M. and all prices shall be publicly read or posted. All potential Contractors and the public may attend the proposal opening. The Village shall then take all proposals under review.

The village board reserves the right to reject any and all proposals or parts of proposals; waive formalities, technical deficiencies, and irregularities; or otherwise solicit new proposals if another manner of negotiation better serves its interests.

The Village of Marshall is committed to providing exemplary and cost-efficient refuse service to its residents while simultaneously striving to be an environmentally friendly community. Through this process, the village intends to procure a reputable contractor who demonstrates the ability to provide cost effective collection, commendable customer service, and high-quality standards.

## Scope of Services

### SERVICES:

- The Contractor shall provide curbside collection, hauling, disposing of garbage in 95 gallon carts for the Village of Marshall one time per week. Recyclables shall be collected from one half of the village on an alternating week basis. The area east of Hubbell St. shall be collected one week, and the area west of Hubbell St. the next week. Curbside refers to that portion of the right-of-way adjacent to Village, County, or State roadways. In areas lacking curb and gutter, materials shall be collected from areas near driveways or adjacent to parking areas.
- Residents will be allowed one trash cart and one recycling carts at no charge.
- Contractor shall provide a tagging system for refuse or recyclables that do not get collected. The tag must inform the resident as to why the solid waste or recyclable was not collected.
- The Contractor agrees that no recyclable materials collected under this agreement will be landfilled, with the exception of materials that are unmarketable due to improper preparation or contamination. The contractor may decline to collect any recyclable materials not properly prepared or placed.
- The Contractor shall provide the village with a recycling summary detailing the weight of each recyclable material collected on a monthly basis. Complaints from residents and from Contractor, shall be submitted on a quarterly basis. Contractor will assist the village in educating residents on the proper way to recycle and proper procedures for solid waste disposal.
- Contractor shall provide refuse and recyclable collection services to all village-owned facilities at no additional charge. These village owned facilities include:

Municipal Building	3 sets of carts
Community Center	1 set of carts
Public Safety Building	1 set of four yard dumpsters
Library	2 sets of carts
Firemen's Park	9 sets of carts*
Converse Park	7 sets of carts*
Whistlestop campground	one set of 8-yd. dumpsters
Street Dept.	1 set of carts, 1 set of 6 yd. dumpsters
Wastewater Plant	2 sets of carts plus one 2 yd. dumpster for wastewater screenings

\*These carts are not all filled each week, but are needed for community events at the parks.

- All containers for refuse and recycling collections at these sites are to be supplied, as needed, by the Contractor, and shall remain the property of Contractor. The cost of weekly service for these facilities shall be included in the cost per month per living unit.

### AREA TO BE SERVED:

- The area to receive service shall be within the Village of Marshall, as its corporate boundary may be amended from time to time during the term of the contract. In the event there are any changes to the corporate boundary of the village after the execution of a contract, the village shall notify the Contractor of additional Residential Units to be serviced or of Residential Units no longer to be serviced, as the result of such changes. The village will also notify the Contractor of any other Residential Units to be served within developments that are approved during the term of the contract. All existing or planned Residential Units within the village that

are not yet built or occupied shall be covered under the executed contract once they are built and occupied.

#### **COLLECTIONS:**

- Frequency and Schedule: The contractor shall collect refuse once each week in accordance with a specific collection schedule, established and maintained by the Contractor, with the village's approval, designating collection areas and days. Recyclables shall be collected from one-half of the village on alternating weeks. Unless the contractor gives the village and affected residents at least thirty (30) days advance notice, all regular collections, for any designated area shall occur on the same day each week. When a designated collection day is scheduled for pickup on a holiday, collection for that area shall be made on the business day preceding or following the regular collection day. Contractor shall give the village notice at least 30 days in advance of the alternate day when collection will be performed. Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Currently collection days are every Thursday with the exception of a week with a Holiday in which the days may be altered. Contractor shall provide village with a yearly pickup schedule.

#### **HOURS AND LOCATION:**

- Normal hours of collection are to be from 7:00 a.m. to 7:00 p.m. Monday through Friday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the village and the contractor. Residents will not be required to place carts out for pick-up before 6:30 a.m. on the pick-up date.

#### **COLLECTION EQUIPMENT:**

- An adequate number of vehicles shall be provided by the Contractor to serve in accordance with the terms of this Contract.
- All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the contractor plainly visible on both sides of the vehicle. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The contractor may make private collections with the same vehicles used for contract collections provided that such use in no way impairs the delivery of service required under this Contract.
- Should solid waste or recyclables blow or fall off any vehicle, or there is a leakage of fluids on the roadways, the Contractor shall be responsible for collecting or cleaning up such litter or fluids within twenty-four (24) hours.

#### **REFUSE COLLECTION:**

- The Contractor shall collect and haul all normal domestic household refuse generated in residential buildings of one to eight living units within the village that front a public right-of-way, to the Dane County Landfill.

#### **RECYCLABLES COLLECTION:**

- The Contractor shall collect, process and haul recyclables, in accordance with the village's Ordinance Regulating Solid Waste & Recycling and/or any Dane County applicable rules and

regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall not collect non-recyclable materials or recyclable materials that have not been properly prepared. The Contractor shall leave those items in the container and leave a notice of improper material.

**BULK ITEM COLLECTION:**

- Bulk Item Collection (special pick-up) may be provided by the Contractor at the Contractor's discretion and, if provided, shall be by arrangement made between Contractor and the owner or occupant of the property to which the service is provided.
- Rate List for extra and bulk pickups to be provided by the Contractor.

**MISSED PICK-UPS AND COMPLAINTS:**

- The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The village may consider the Contractor to be in default of the Contract should the Contractor fail to resolve any bona fide missed pick-up within twenty-four (24) hours after complaint or notification.
- In the event of valid complaints for other incidents, including, but not limited to, spillage, droppings, etc. that are not immediately cleaned up by the Contractor's employees, the Contractor shall promptly arrange for cleanup within twenty-four (24) hours after notification.

**CONTRACTOR'S EMPLOYEES:**

- The Contractor shall employ such persons as may be needed to collect the refuse and recyclables on schedule. All such persons shall be employees of the Contractor, who shall be solely responsible for providing workers' compensation and for complying with the requirements of the State of Wisconsin and the Department of Workforce Development, relating to the employment of such persons. The Contractor shall also be responsible for all claims and bills for wages, salaries, and supplies purchased, or in any way related to the Contractor's performance. The Contractor further agrees to comply with all applicable Federal regulations regarding employment.

**INDEMNITY:**

- The Contractor will indemnify and save harmless the village, officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this Contract or a willful or negligent act or omission of the village, its officers, Board members, servants and employees.

**INSURANCE:**

- Workers Compensation limits should be no less than Statutory limits, 100,000 per person, 100,000 per disease each employee, 500,000 per Disease Policy Limit.
- In addition to workers' compensation insurance, the Contractor shall carry general public liability insurance with limits of not less than \$1,000,000 aggregate coverage, vehicle insurance with not less than \$1,000,000 aggregate coverage and an umbrella policy with not less than \$5,000,000 coverage. The contractor shall furnish the village with a certificate to show that all required insurance policies are in force and effective for the term of the Contract.

- All insurance policies carried by the Contractor, required by the conditions of the contract, shall bear an endorsement, or shall have attached thereto a rider providing that in the events of cancellation of such policies for any reason whatsoever, the village shall be notified, in writing, by the carrier and Contractor, at least thirty (30) days prior to such cancellation.
- The Village of Marshall should be listed as Additional Insured on a Primary and Non Contributory Basis for General Liability and Business Auto and Umbrella coverage, and Waiver of Subrogation on Liability and Workers Compensation. Proof of such insurance coverage shall be provided to the village. All insurance premiums shall be paid by the Contractor without cost to the village.

**BILLING AND PAYMENT:**

- The Village shall compensate the Contractor monthly within thirty (30) days of receipt of the Contractor's monthly statement for services rendered. The Contractor shall include the number of units and the price per unit on every statement. The number of units being served shall be adjusted quarterly. This number shall be determined by either an actual count or from records available through the village.

**PERFORMANCE BOND**

- The successful submitter will be required to submit to the village a Performance Bond in the amount of three months of the cost of service upon signing the Contract. Failure to submit the Performance Bond or maintain the Performance Bond for the duration of Contract shall be deemed a default of the contract. The Performance Bond shall be for the purpose of insuring compliance by the Contractor with the terms of the Contract. In lieu of the performance bond, the contractor may provide an irrevocable letter of credit, listing the village as payee, in amount equivalent to three months of the cost of service under the contract.

**ADDITIONAL INFORMATION REQUIRED:**

- Background information about the submitter's organization – not to exceed 2 typed pages.
- Five references from current municipal customers in Wisconsin



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Schedule of fuel cost surcharges, if any, is attached.

Refuse and recyclables will be collected on (day of week): \_\_\_\_\_.

I/We acknowledge that the Village of Marshall village board reserves the right to reject any or all bids and to accept the bid which they deem in the best interests of the Village of Marshall.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contact direct phone \_\_\_\_\_

Contact email \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Contact direct phone \_\_\_\_\_

Contact email \_\_\_\_\_





Village of Marshall

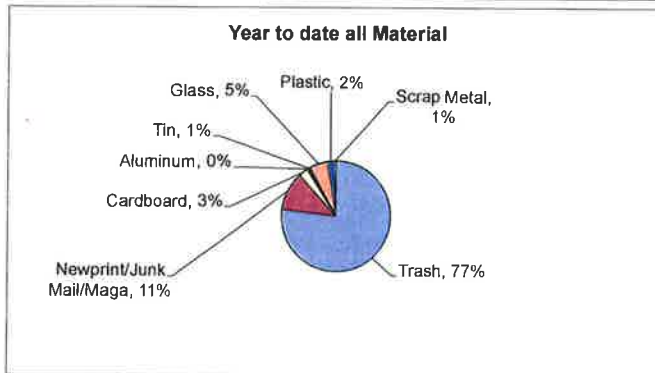
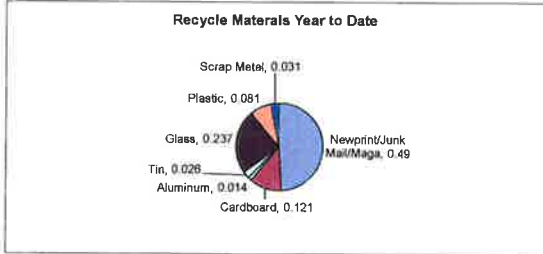
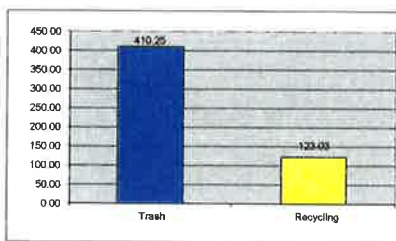
TONS	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Yr to Date
Trash	80.95	57.46	68.74	86.81	73.54	71.36	89.93	72.84	87.72	67.71	74.07	83.65	894.78
Recycling	30.83	24.77	42.49	28.65	30.23	33.89	36.42	50.28	30.13	29.92	27.38	44.64	409.43
Residue 3%	0.92	0.74	1.27	0.86	0.91	1.02	1.09	1.51	0.90	0.90	0.82	1.34	12.28
<b>TOTAL TRASH</b>	<b>61.87</b>	<b>58.20</b>	<b>70.01</b>	<b>87.67</b>	<b>74.45</b>	<b>72.38</b>	<b>91.02</b>	<b>74.35</b>	<b>88.62</b>	<b>68.61</b>	<b>74.89</b>	<b>84.99</b>	<b>907.06</b>
Actual Recycle	29.71	24.03	41.22	27.79	29.32	32.87	35.33	48.77	29.23	29.02	26.58	43.30	397.15
<b>TOTAL</b>	<b>91.58</b>	<b>82.23</b>	<b>111.23</b>	<b>115.46</b>	<b>103.77</b>	<b>105.25</b>	<b>126.35</b>	<b>123.12</b>	<b>117.85</b>	<b>97.63</b>	<b>101.45</b>	<b>128.29</b>	<b>1304.21</b>

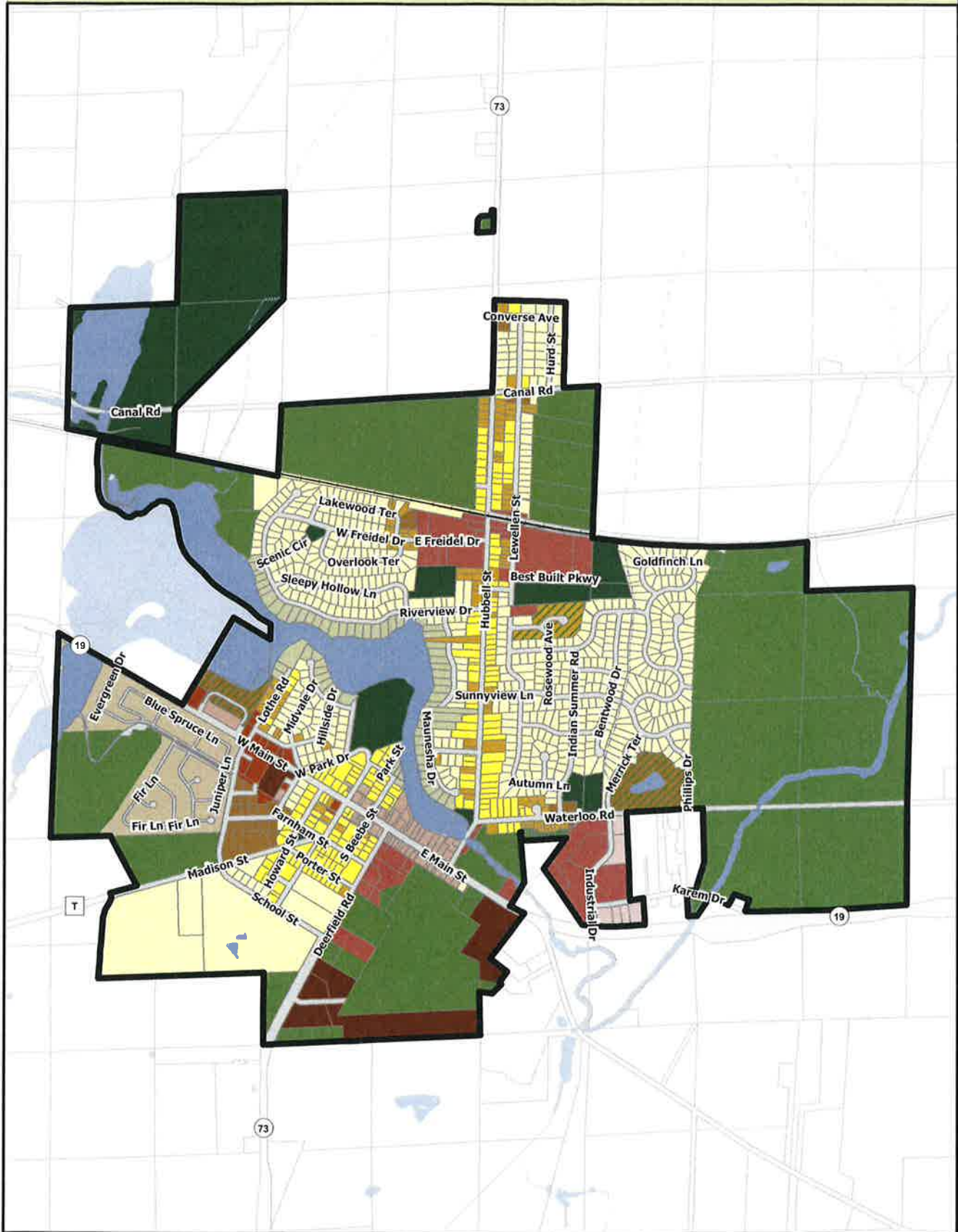
	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD tons	CHECK	YTD lbs	
Newprint/Junk Mail/Maga	14.56	11.77	20.20	13.62	14.37	16.11	17.31	23.90	14.32	14.22	13.01	21.22	194.60	49%	49%	389204.16
Cardboard	3.60	2.91	4.99	3.36	3.55	3.98	4.27	5.90	3.54	3.51	3.21	5.24	48.05	12%	12%	98109.60
Aluminum	0.42	0.34	0.58	0.39	0.41	0.46	0.49	0.88	0.41	0.41	0.37	0.61	5.56	1%	1%	11120.12
Tin	0.77	0.62	1.07	0.72	0.76	0.85	0.92	1.27	0.78	0.75	0.69	1.13	10.33	3%	3%	20651.65
Glass	7.04	5.69	9.77	6.59	6.95	7.79	8.37	11.56	6.93	6.88	6.29	10.26	94.12	24%	24%	188247.73
Plastic	2.41	1.95	3.34	2.25	2.38	2.66	2.86	3.95	2.37	2.35	2.15	3.51	32.17	8%	8%	64337.83
Scrap Metal	0.92	0.74	1.28	0.86	0.91	1.02	1.10	1.51	0.91	0.90	0.82	1.34	12.31	3%	3%	24623.12
<b>Total</b>	<b>29.71</b>	<b>24.03</b>	<b>41.22</b>	<b>27.79</b>	<b>29.32</b>	<b>32.87</b>	<b>35.33</b>	<b>48.77</b>	<b>29.23</b>	<b>29.02</b>	<b>26.58</b>	<b>43.30</b>	<b>397.15</b>	<b>100%</b>	<b>100%</b>	<b>794294.20</b>

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD tons	CHECK	YTD lbs
Trash	61.87	58.20	70.01	87.67	74.45	72.38	91.02	74.35	88.62	68.61	74.89	84.99	907.06	70%	1814125.8
Newprint/Junk Mail/Maga	14.56	11.77	20.20	13.62	14.37	16.11	17.31	23.90	14.32	14.22	13.01	21.22	194.60	15%	389204.158
Cardboard	3.60	2.91	4.99	3.36	3.55	3.98	4.27	5.90	3.54	3.51	3.21	5.24	48.05	4%	98109.5982
Aluminum	0.42	0.34	0.58	0.39	0.41	0.46	0.49	0.88	0.41	0.41	0.37	0.61	5.56	0%	11120.1188
Tin	0.77	0.62	1.07	0.72	0.76	0.85	0.92	1.27	0.78	0.75	0.69	1.13	10.33	1%	20651.6492
Glass	7.04	5.69	9.77	6.59	6.95	7.79	8.37	11.56	6.93	6.88	6.29	10.26	94.12	7%	188247.7254
Plastic	2.41	1.95	3.34	2.25	2.38	2.66	2.86	3.95	2.37	2.35	2.15	3.51	32.17	2%	64337.8302
Scrap Metal	0.92	0.74	1.28	0.86	0.91	1.02	1.10	1.51	0.91	0.90	0.82	1.34	12.31	1%	24623.1202
<b>Total</b>	<b>91.58</b>	<b>82.23</b>	<b>111.23</b>	<b>115.46</b>	<b>103.77</b>	<b>105.25</b>	<b>126.35</b>	<b>123.12</b>	<b>117.85</b>	<b>97.63</b>	<b>101.45</b>	<b>128.29</b>	<b>1304.21</b>	<b>100%</b>	<b>2608420</b>

Village of Marshall  
Trash and Recycling Report

By Tons	Current Month	YTD	YTD tons
Trash		88.62	907.06
Recycling		29.23	397.15
<b>Total</b>		<b>117.85</b>	<b>1304.21</b>
			<b>2608420.00</b>





Map created by Dane County Planning & Development  
July 2016



- |                               |                        |
|-------------------------------|------------------------|
| R-1E Single Family Estate     | B-C Central Business   |
| R-1L Single Family, Large Lot | B-G General Business   |
| R-1S Single Family, Small Lot | B-H Highway Business   |
| R-1W Single Family Waterfront | B-P Business Park      |
| R-2 Two-Family Residential    | M-H Mobile Home        |
| R-M Multi-Family Residential  | M-I Industrial         |
| Planned Unit Development      | A-G Urban Agricultural |
| R-C Residential Conservation  | P-R Park & Recreation  |

## **AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of July 2022, by and between the Village of Marshall (hereinafter called "Marshall"), and \_\_\_\_\_ (herein called the "Contractor").

WITNESSETH, that the Contractor and Marshall for the consideration stated herein agree as follows:

### **I. Term.**

This contract shall take effect on January 1, 2023, and remain in full force and effect for \_\_\_\_\_ (five or ten years) to December 31, 20\_\_\_. The initial term of this contract may be extended for a three (3) additional one (1) year periods, under the same terms and conditions as this, the initial contract, provided each party has received from the other a written expression of consent no less than ninety (90) days prior to the expiration of the initial term.

### **II. Scope of Work.**

The Contractor is granted the sole and exclusive right within the geographic area as described in the Request for Proposals and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Refuse, Recycling, Yard Waste, and Brush collection, removal, processing, and disposal services as specified and to perform all of the work called for and described in the Contract Documents.

### **III. Component Parts of the Contract Documents.**

The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. The Request for Proposals
2. The Contractor's Proposal
3. The Performance Bond
4. This Agreement
5. Any addenda or changes to the foregoing documents agreed to by the parties hereto.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

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

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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Village President

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Village Clerk