TOWN OF VIENNA

Request for Proposals for Residential Refuse and Recycling Collection Services

Proposals are due: Thursday September 15, 2022

Contact:

TOWN OF VIENNA
Kathleen Clark, Town Clerk
7161 County Road I
DeForest, WI 53532
608-846-3800
tovclerk@centurytel.net

OFFICIAL NOTICE

Notice is hereby given that the Town of Vienna, Dane County, Wisconsin is seeking proposals for refuse and recycling collection services.

Proposals will be received until 1:00 pm on Thursday, September 15, 2022 at the Town Hall, 7161 County Road I, DeForest, WI 53532.

Mailed proposals must arrive at Town Hall no later than 1:00 pm, September 15, 2022.

Proposals received after 1:00 pm, September 15, 2022 will not be accepted.

Facsimile or email copies will not be accepted.

The original proposal shall be addressed to the Town of Vienna, and be contained in a sealed envelope, which is marked "Proposal for Refuse and Recycling Collection Services."

For further information, contact Kathleen Clark, Town Clerk at 608-846-3800 or via email at tovclerk@centurytel.net.

Published: July 29th and August 5th

The Town reserves the right to accept or reject in whole or in part any or all proposals, waive any informality, cancel this solicitation and award a contract deemed in the best interests of the Town.

Award of the contract to the successful Contractor shall be based upon the proposal determined most advantageous to the Town. Proposals must remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

Throughout this process, the Town has exerted its best efforts to represent information and data that are current and applicable to this request for proposal. The Town is providing the information contained herein as a courtesy to the Contractor. It is the responsibility of the Contractor to verify all such information it deems material.

Best efforts have been made to provide accurate information; however, the Town makes no guarantees or warranties that the information contained in this Request for Proposal, or that referenced documents, are accurate and complete. The Town is not and shall not be liable for omissions or errors contained in this Request for Proposal, and submittal of a Proposal shall serve as the Contractor's verification and acknowledgement of the Town's lack of liability.

I. INTRODUCTION

The Town of Vienna is seeking Request for Proposals (RFP) for fully automated curbside residential refuse and recycling collection services within the Town of Vienna municipal boundaries. See Exhibit A for Town of Vienna Map.

Waste Management provides the Town of Vienna with refuse and recycling services and our contract expires on December 31, 2022.

- Refuse is currently collected weekly, on Thursday, in a ninety-five (95) gallon solid cart, provided by the Contractor.

- Recycling is currently collected bi-weekly, on Thursday, in a ninety-five (95) gallon recycling cart, provided by the Contractor.

Pickup day for new contract must be on either Monday, Tuesday or Wednesday

Prospective Contractors who are interested in providing a proposal are encouraged to drive through the Township on collection day to review current pick up. Any proposed changes to the residential collection locations must be approved by the Town.

During the evaluation process, the Town reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town will not base its decision solely on price but will also consider service and other factors. The Town reserves the right to determine what Contractor is in the best interest of the Town at the sole discretion of the Town of Vienna Board. The Town will award the Contract to the Contractor whom the Town finds to be competent, reliable, responsible and qualified and whose proposal is the most favorable for the Town as determined by the Vienna Town Board.

II. SCHEDULE FOR PROPOSALS AND COLLECTION SERVICES

- **Issue Request for Proposals:** Friday, July 22, 2022
- **Q&A Meeting (Town Hall Building):** Monday September 19, 2022 at 7:00pm
- **Proposals Due with Container Sample:** Thursday September 15, 2022 at 1:00pm
- **Municipal Consideration No Later Than:** Monday, September 19, 2022
- **Term of Contract:** January 1, 2023 to December 31, 2027

III. DEFINITIONS

a. **"Approved Container"** shall mean a refuse and recyclable containers provided by the Contractor and approved by the Town.

b. **"Bulk Disposal" (Bulky Waste)** includes items not picked up as regular trash, oversized items whose composition, weight or bulk precludes or complicates their handling by normal collection, processing, or disposal methods. These items may be picked up by the Contractor at a separate cost to resident and may include, but are not necessarily limited to: furniture, mattress, carpeting, toilets and large metal items (i.e. snow blower, lawnmower, exercise equipment, etc.). The following items shall not be included: electronics, yard waste, hazardous materials, liquid paint, loose construction materials (shingles, drywall, etc.).

c. **"Contractor"** means an independent Contractor licensed to perform waste management services defined in this proposal. Contractor is responsible for the control and payment of its employees and compliance with all applicable Federal, State and local laws.

d. **"Curbside Collection"** shall mean the automated collection of refuse and recycling at the curb. The "curb" is the back edge or curb and gutter along a paved road or where one would be if the road was paved and had curb and gutter. Every effort is made to make the collection of refuse and recycling materials as efficient as possible; however, in some rare exceptions, residents are allowed to place their refuse and recyclables in a location closer to their house, which may or may not be near the normal "Curbside Collection" with approval of the Contractor and only for medical related conditions.

e. **"E-Waste"** shall mean computers, monitors, printers, paper shredders, speakers, scanners, fax machines, vacuum cleaners, phones, laptops, record-tape-cd players, televisions, electrical saws/drills, calculators, coffee machines, heaters, game systems, sewing machines, electronic toys and most household electronics.

f. **"Homeowner"** means a person who owns a Residence.

g. **"Refuse"** shall mean residential solid waste generated in the normal and ordinary course by household units within the Town. The term "Refuse" excludes special waste, hazardous waste or other types of materials, which require special handling and disposal. Residential units shall dispose of all solid waste in Approved Container. Refuse shall be collected, processed, and hauled in accordance with the Town's refuse and recycling ordinances, and/or any Dane County applicable rules or regulations, and in accordance with any State of Wisconsin mandates. For purposes of this RFP "refuse" and "solid waste" may be used interchangeably.

h. **"Resident"** means a person who resides in the dwelling unit.

i. **"Recyclable Materials"** shall be collected, processed, and hauled in accordance with the Town's refuse and recycling ordinances, and/or any Dane County applicable rules or regulations, and in accordance with any State of Wisconsin mandates.

j. "**Unit"** shall mean a single-family residence within a house, duplex, apartment or residential condominium with less than five total units.

k. **"Town"** means Town of Vienna, and its authorized agents.

l. "**White Goods**" shall mean any discarded and unwanted large household appliances that exceed twenty (20) pounds in weight, including, but not limited: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwaves, water softeners, similar items, and parts thereof.

Note: These definitions may be modified from time to time by written agreement of the Town and the Contractor.

IV. SCOPE OF WORK

a. **Services Provided:** The Contractor shall collect refuse and recyclables from all units within the corporate limits of the Town of Vienna and shall dispose of the materials collected in accordance with the terms of this proposal. Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection and disposal of refuse; and arrangements with processors required to perform and complete the collection and marketing of recyclables.

b. **Education & Outreach:** The Contractor shall provide and update each year a printable garbage and recycling guide that the Town can place on its website. The Contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints for services provided by the Contractor.

V. COLLECTIONS

a. **Customer Base:** The successful Contractor shall provide curbside refuse and recycling service to all Units within the Town. The following is a historical breakdown of units:

	2021	**2020**	**2019**
Units	573	570	570

Note: The Town does not guarantee the number of units listed.

b. **Hours:** Refuse and recyclables shall be collected between the hours of 6:00 am and 6:00 pm on designated collection dates approved by the Town. No collection shall occur between 6:01 pm and 5:59 am.

c. **Frequency and Schedule:** The Contractor shall collect refuse not less than once each week and recyclables not less than bi-weekly, in accordance with a specific collection schedule, established and maintained by the Contractor, with the Town's approval, designating collection area and day. Collection day preference is the entire community

picked up on either Monday, Tuesday or Wednesdays. The day of the week will remain the same (exception being holiday weeks) throughout the term of this contract.

Unless the Contractor gives the Town 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. The Contractor may collect recyclables in each designated collection area on the same day refuse is collected in that area.

When a designated collection day is scheduled for pickup on a holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day), collection for that area shall be made on the business day following the regular collection day. The Contractor shall provide to the Town, specific, timely published notice to affected residents of any exceptions or changes in the regular collection schedule due to the holiday.

d. **Completion:** The Contractor shall lay out collection routes and provide adequate equipment and labor, so as to complete scheduled collections on the designated collection dates.

e. **Local Improvements:** The Town reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse and recyclables to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Town or residents. The Town agrees to work with the Contractor to resolve any problems due to construction activity.

f. **Refuse and Recycling Containers:** The Contractor will provide, free of charge to each Unit, one wheeled cart for refuse and one wheeled cart for recycling, both in sizes approved by the Town. The Contractor is responsible for the maintenance and replacement of the containers. The Contractor may sell or rent additional carts to residents, at the resident's expense. Residents will be responsible for contracting directly with the Contractor for the disposal of refuse or recycling that does not fit in the wheeled cart. Upon termination of Contract, the Contractor shall notice all residents of the date the wheeled carts will be picked up, but under no circumstance will it be later than 30 days after the contract expiration.

g. **Refuse Collection and Hauling/Disposal:** The Contractor shall collect and haul all normal domestic household refuse generated by units. The Contractor shall deliver all refuse in the Town pursuant to this proposal to an approved disposal or transfer facility.

h. **Recyclables Collection and Hauling/Disposal:** The Contractor shall collect, process and haul recyclables, in accordance with the Town's refuse and recycling ordinance, and/or any Dane County applicable rules and regulations, and in accordance with any State of Wisconsin mandates. The Contractor shall deliver all recyclables to a NR 544.16 self-certified recycling facility. The Contractor may market and sell all recyclables received from collection and retain all revenues derived from the sale.

The Contractor shall not collect non-recyclable materials if those materials are placed in the recyclable container. In the event that non-recyclable materials or recyclable materials that have not been properly prepared are left out for collection, the Contractor shall leave those items in the container and leave a notice of improper material.

i. **Bulky items:** The Contractor shall provide the Town with a bulk waste collection event annually by providing three (3) 30 yard containers at the Public Works Facility at 7161 CTH I, DeForest, WI. Contractor shall empty said containers upon notice from the Town, excluding Saturday and Sunday.

j. **Electronic Waste:** Contractor shall provide an annual electronic recycling event in May. Weatherproof container(s) shall be placed at 7161 CTH I, DeForest, WI for a week, for each collection period. Contractor shall empty said containers upon notice from the Town, excluding Saturday and Sunday.

k. **Municipal Buildings and Miscellaneous Locations**: The Contractor shall pick up refuse and recycling on the same schedule as residential pickups, to the Town owned buildings/ property located at 7161 County Road I. The cost of container rental and refuse disposal at the indicated Town owned buildings/properties shall be considered by and included in the price quoted by the Contractor.

l. **State of Emergency:** During a declared State of Emergency, Contractor shall provide up to twenty-five (25) 30-yd containers upon request of the Town, at no additional charge, to assist with debris removal, and dispose of such debris.

m. **Missed Collection(s):** The Contractor shall establish and publicize a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor, or the Town, shall be remedied by the Contractor collecting the materials by 6:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Town to resolve any issues.

n. **Clean Up:** The Contractor shall ensure that no refuse and/or recyclables are spilled during the collection process, or any refuse/recycling containers are left scattered on lawns, driveways, boulevards, streets, alleys or roadways. Containers should be placed back in an upright position after being emptied. Drivers are responsible for pickup of spilled materials or containers.

o. **Noise and Disturbance:** The Contractor shall make collections with as little noise and disturbance as reasonably as possible. All equipment will be operated and maintained, especially exhaust mufflers and brakes, to minimize noise.

p. **Information/Complaints:** The Contractor shall staff between 8 am and 5 pm, Monday through Friday, a local telephone number to provide information on the collection days and times. The Contractor shall receive directly, (via the local telephone number or electronic communication as approved by the Town), complaints on missed pickups, container damage, spillage, recycling issues, etc. Contractor shall also provide the Town Administrator with the cell phone contact information of the Contractor's person in

charge of the implementation of the contract who shall be reasonably available between 8 am and 5 pm, Monday through Friday.

q. **Quality of Service:** The Contractor shall undertake to perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly and courteous employees and collection crews shall also be provided by the Contractor. The Contractor shall, at each service address, neatly return the garbage and recycling containers to the location where they were found. The Contractor shall repair or replace, at their expense, any containers that were damaged as a result of the handling thereof. Crews shall carry official company identification and shall present such identification upon request. The Contractor shall establish and maintain a method for accepting and responding within 24 hours to the Town and resident calls and complaints between the hours of 8:00 am and 5:00 pm.

r. **Excluded Refuse and Recycling:** The Contractor shall not be required to collect refuse from an apartment building (5 or more units), commercial establishment, or industry within the boundaries of the Town. The Contractor may privately contract with said excluded parties to provide the requested services. The Contractor will not be required to collect hazardous materials, liquids, soil, rocks, broken concrete or asphalt, carpeting, remodeling or demolition materials, new construction debris, White Goods, or Electronic Waste except as provided above.

s. **Reporting Requirements:** The Contractor shall maintain records as to its work provided to the Town under the Contract and submit reports to the Town Administrator at his or her request, but in any event no less than twice each year. The Contractor shall cooperate with the Town in collecting and tabulating data of such work with the reports to include information, such as the amount of refuse and recyclables collected and transported from the Town, the amount of refuse and recyclables processed and/or marketed by item type from the Town, the final disposal location of refuse and recyclables, hours of operation, routes, citizen comments and complaints, and any other information reasonably requested by the Town. The Contractor is required to report to the Town on a monthly basis the weights of both garbage and recyclable materials collected during each month. It is the Contractor's responsibility to maintain all copies of all weight tickets for the mandatory record keeping period required by State Law.

t. **Public Records Law:** The Contractor shall reasonably cooperate with the Town to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the Town, provide to the Town all documents in their possession or control which are subject to release under such law.

VI. REQUIREMENTS & TERMS

a. **Rights and Obligations:** The Contractor shall have the obligation to collect all refuse and recyclables from all Units and in accordance with all applicable Federal, State and Municipal laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclable during the term of the contract. See Exhibit C for the Town of Vienna Solid Waste Ordinance.

b. **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, which shall be solely responsible for providing workers compensation and for complying with the requirements of the State of Wisconsin and the Department of Commerce and 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.

c. **Equal Employment Opportunity; Americans with Disabilities Act:** During the term of the contract, the Contractor shall comply in all respects with the Equal Employment Opportunity Act and the Americans with Disabilities Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not unlawfully discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, disability or age. Findings of non-compliance with applicable State or Federal equal employment opportunity laws and regulations may be sufficient reason for revocation of cancellation of the contract.

d. **Equipment:** The Contractor shall furnish a complete list of all equipment to be used in servicing the Town. During business hours, with reasonable notice, the Town shall be free to inspect any of the equipment used to service the Town. The Contractor shall notify the Town of any changes in the number or type of vehicles being used.

   All equipment shall be kept in good working order and appearance at all times. The equipment shall be safe, sanitary and maintained in such a manner as to accomplish the efficient and professional collection of refuse and recyclables. All equipment shall be fully enclosed, leak proof and shall be operated in a way that no refuse or recyclables blows off. Should refuse or recyclables blow off, it shall be immediately cleaned up. Equipment shall not be permitted to remain parked on Town streets when not in use. The Town prefers, but does not require, automated side load equipment, especially in the rural areas.

   All equipment shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

e. **Taxes, Licenses, Permits, and Certificates:** The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Town or the Contractor in connection with the Contractor's facilities and the work included in the contract. Immediately upon the awarding of the contract the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificate of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificate of authority to operate in the Town, including inspections. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of the Contract.

f. **Insurance:** Contractor shall provide worker's compensation insurance for all employees working in connection with the contract as required by law and shall provide proof of said insurance to the Town upon request. The Contractor shall carry general public liability insurance with limits of not less than one million dollars ($1,000,000) for bodily injury,

including accidental death, to any one person, and one million dollars ($1,000,000) per occurrence for each accident. It shall also provide property damage insurance with limits of not less than one million dollars ($1,000,000) for each accident. The insurance coverages shall be written with insurance companies acceptable to the Town. All insurance premiums shall be paid without cost to the Town. The Contractor shall furnish to the Town a Certificate of Insurance attesting to the respective insurance coverages for the full contract term. The contract will not be signed with the successful Contractor until final proof of coverage and additional named insured has been received and reviewed for acceptability by the Town Attorney. The Town shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation or reduction.

g. **Damages:** The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the Town. If the Contractor fails to do so within a reasonable period of time, the Town may, after expiration of forty-eight (48) hours written notice to the Contractor providing an opportunity to cure, proceed to repair or replace such property as may be deemed necessary by the Town at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill.

h. **Accident Prevention And Notification**: The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations, and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

   In the event of accidents of any kind which involve the general public and/or private or public property in the Town, the Contractor shall immediately notify the Town. Upon request of the Town, the Contractor shall provide such accounting of details and/or copies of written accident reports as the Town may require.

i. **Indemnity:** The Contractor shall indemnify, defend, and hold the Town, its appointed, hired and/or elected officials, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths or injuries arising out of, or related to, the work being performed by the Contractor under the terms of any contract, entered into with the Town or on account of enforcing the provisions of this contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the Town in defending against any claim or in enforcing any provision of the contract.

j. **Term of Contract:** The term of the contract shall be for five (5) years beginning on January 1, 2023 and ending December 31, 2027. At the expiration of this term, the Town shall have the option to renew the contract for up to five (5) additional, one (1) year periods, and to

negotiate the costs for each one (1) year period the contract is extended. The Town shall initiate such extension negations by serving written notice to the Contractor at least ninety (90) days prior to the expiration of the contract.

k. **Additions or Deletions:** The Town, upon thirty (30) days' notice, may designate materials to be added to or deleted from the list of recyclables to be collected by the Contractor. The parties shall negotiate in good faith to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted item(s).

l. **Termination of Contract:** The Town may terminate the contract, in its convenience, upon not less than six (6) months advance written notice. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect refuse and recycling in a timely manner, omission of collections, failure to clean collection sites or repeatedly missing collection locations.

m. **Termination of Contract for Cause:** Either party may terminate the Contract in case of material breach. The terminating party must notify the breaching party and allow thirty (30) days to correct the breach. If the breach is not cured within thirty (30) days, the offended party may, but is not required to elect to have the contract terminated, forthwith.

n. **Assignment:** The Contractor awarded the contract for refuse and recycling collection services will not be permitted to assign, subcontract or transfer the refuse and recycling collection services without the prior written approval of the Town. Such approved assignment shall not relieve the Contractor from its obligations or change the terms of the contract. The Town has the right to terminate the awarded contract with no penalty if the Contractor requests assignment of the contract.

o. **Yearly Review:** The Contractor and Town Board will meet once per year to discuss any concerns about services rendered to the Town.

VII. Compensation and Charges

a. **Base:** The Contractor shall receive compensation in accordance with a per Unit price schedule. The Contractor shall provide to the Town an updated count of Units eligible to receive curbside refuse and recycling collection. The Contractor shall update these totals annually by September 1. Updated Unit counts from the Contractor are subject to verification by the Town. For Federal reporting and grant applicability, the Contractor shall break down the cost of refuse verses recycling fees by unit. The proceeds from the sale of recyclables collected within the Town under the term of the contract shall be the Contractor's.

b. **Penalties:** The Contractor shall be penalized for certain performance failures, as shown below. The Parties acknowledge and agree that the penalties represent a reasonable estimate of actual damages to the Town for Contractor's failure to perform, and that no further proof of actual damages shall be required. Penalties shall be assessed for each

individual event of performance failure by Contractor. The penalty shall be deducted by the Town from payment to Contractor, and all penalty deductions shall be itemized on the statement delivered to Contractor.

1. Failure to respond to a service complaint within 36 hours: $25 per occurrence per unit.
2. Reporting unresolved complaints as resolved: $100 per each 5 such occurrences.
3. Three or more instances of the same or closely similar problem at the same service address within any 90-day period: $150 upon the 3rd occurrence; $50 per occurrence thereafter.
4. Commingling of refuse, program recyclables, yard waste, or any other materials, unless approved in advance by the Town: $1,000 per occurrence. Town also reserves the right to recover excess Wisconsin Disposal Surcharge Fees if a chronic pattern of commingling is established.
5. Failure to deliver any collected recyclables to a designated facility: $1000 per occurrence.
6. Failure to clean spillage or leakage (oil, hydraulic fluid, solid waste, recyclables, etc.) within 24 hours: $250 per occurrence.
7. Failure to repair or replace a container or cart within 3 business days of notice: $100 per occurrence.
8. Failure to provide a container or cart to a new account within 3 business days of notice: $100 per occurrence.
9. Failure to submit reports within required timeframes: $100 per occurrence.

c. **Regulatory Change:** In the event that any applicable statute, ordinance, or administrative regulation is enacted or promulgated which requires collection or disposal of refuse and recyclables in a manner different from that required or described by the approved Refuse and Recycling Collection contract, the parties shall negotiate in good faith to adjust compensation, except that such adjustments shall be limited to the additional expenses directly associated with compliance with such new laws or regulations.

d. **Compensation and Frequency:** The Town shall compensate the Contractor monthly, within forty-five (45) days of receipt of the Contractor's monthly billing statements for services rendered under the contract. The Contractor may not bill any earlier than the first of the month following the month in which the services were rendered. The monthly bill shall be clearly itemized and provided at no fee.

VIII. EVALUATION PROCEDURES

a. **Proposal Evaluation:** Proposals submitted will be evaluated by the Town Clerk, Public Works Supervisor and Town Board.

b. **Evaluation Criteria:** Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposal evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1Mandatory Elements

a. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for the Town.
b. The Contractor adheres to the instructions in this request for proposal on preparing and submitting the proposal.
c. The Contractor submits a copy of its licenses and Certificates of Insurance.

2. Technical Qualifications
   a. Expertise and Experience – the Contractor's past experience and performance on comparable government engagements.
   b. References.
3. Price
   a. Evaluation of the prices.

c. **Final Selection:** The Town of Vienna will make its final decision based upon the recommendation of the Town Board, Public Works Supervisor and Town Clerk. It is anticipated that Contractor's will be notified of the Town's final decisions no later than September 23, 2022. Following notification of an affirmative decision by the Town Board to contract for the service, it is expected the selected Contractor will be contacted and a contract will be executed between both parties by a date set by the Town Board.

d. **Right to Reject or Accept Proposals:** By responding to this RFP, an individual respondent accepts the process outlined in this RFP and fully acknowledges that the final determination of the Town Board is binding and without appeal. The Town Board reserves the right to reject any or all proposals, without prejudice and/or waive any irregularities and reserves the right to accept the proposal considered the most advantageous to the Town of Vienna. All respondents accept this in submitting a proposal.

Town Map, Calendar and the Town Solid Waste Ordinance (Refuse and Recycling) will be provided upon request.

Request for Proposals for Residential Refuse and Recycling Collection Services

Contractor shall provide the Town with a sample wheeled cart with their proposal.

The detailed dollar cost proposal should include the following information:

1. Name, address, website, phone number of Contractor.
2. Name, phone number and email of authorized person submitting proposal for Contractor.
3. A per year price break down as outlined in the table below.
4. Description of any additional charges or deductions (e.g. fuel surcharges, usage of Contractors containers, etc.) related to performing the services in this proposal identifying the financial impact, how it is calculated and how/when it is triggered.
5. A per item fee schedule for ALL bulky items, White Goods, and Electronic Waste Contractor is willing to collect (e.g. refrigerators, furniture, etc.) including e-waste, and hazardous waste. This "schedule" should identify each item (or classification of items) the provider is willing to collect from residents and the associated costs, which is billed directly to the residential unit.
6. Current listing of municipalities that your company is the refuse and recycling Contractor for.

YEAR	DATES	REFUSE ($/UNIT/MONTH)	RECYCLING ($/UNIT/MONTH)
1	1/01/2023 – 12/31/2023	$	$
2	1/01/2024 – 12/31/2024		
3	1/01/2025 – 12/31/2025		
4	1/01/2026 – 12/31/2026		
5	1/01/2027 – 12/31/2027		
5-YEAR AVERAGE PER UNIT COST		$	$

ALTERNATE BIDS:

#1: Provide a bid for once a week recyclables pick up.

Alternate Bid 1:_____