



ADMINISTRATIVE POLICY COMMITTEE MEETING AGENDA

June 19, 2025 at 5:30 PM

Kronenwetter Municipal Center - Upstairs A121

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. ANNOUNCEMENT OF CLOSED SESSION

3. APPROVAL OF MINUTES- DISCUSSION AND POSSIBLE ACTION

- C. March 27, 2025
- D. April 9, 2025
- E. April 23, 2025
- F. May 15, 2025

4. NEW BUSINESS- DISCUSSION AND POSSIBLE ACTION

- G. Discussion and Possible Action: Garbage and Recycling RFP

5. CLOSED SESSION

Consideration of motion to convene into closed session pursuant to Wis. Stat. 19.85 (1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – to wit Administrator Interviews

6. RECONVENE OPEN SESSION

Consideration of motion to reconvene into open session.

7. ACTION AFTER CLOSED SESSION

8. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

9. NEXT MEETING: June 24, 2025

10. ADJOURNMENT

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 06/12/2025 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages



SPECIAL ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

March 27, 2025 at 5:30 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

A. Pledge of Allegiance

B. Roll Call

Meeting Convened at 5:46 PM due to quorum need.

PRESENT

Kelly Coyle

Chris Voll

Mary Solheim

ABSENT

Jordyn Wadle-Leff

Terry Lewis-Birkett

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

3. APPROVAL OF MINUTES

C. APC March 20, 2025

Motion by Coyle/ Solheim to approve minutes as presented. Motion carried 3:0 by voice vote.

4. REPORTS AND DISCUSSIONS

D. Interim Finance Director Report

John Jacobs- Interim finance Director, discusses what the finance department has been focusing on over the last few weeks. He explains that they are getting ready for audit and pushing through to get caught up on the last 6 months.

5. OLD BUSINESS

E. Revision of Ordinance 180-3; Village Board Meetings

Motion by Coyle/ Voll to Recommend Village Board approve Ordinance 180-3 as presented. 3:0 by voice vote.

F. Addition of Decorum guidelines: Code of Conduct

Motion by Voll/Coyle Recommend Village Board Approve Code of Conduct as amended. Motion Carried 3:0 by Voice Vote.

G. Village Employee Handbook Review

Trustee Coyle discusses how many municipalities are veering away from an employee handbook and adopting a Personnel policies and procedures manual. Trustee Coyle states that he would like to continue to work on this over the next few weeks. He also states that many municipalities are also

veering away from printing physical manuals/handbooks and instead publishing them online. This saves money and also allows for easier editing/ distribution. Discussion of Special meeting was had for further discussion of this topic. Public Works Representative Stu Discussed boot allowances as well as special stipends he asked for a look at those as they have been the same as 2010. Trustee Coyle stated that he would look at the allowances and bring back a recommendation.

H. TDS 2025 Sponsorship Contract

APC asking to add an addendum under section 6 to make this a 12-month agreement to be renewed every year. President Voll is going to discuss this with the attorney on contract language. He will then either bring it back to APC or push to the Village Board.

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Handbook and TDS contract

7. NEXT MEETING: April 17, 2025

April 9th or 10th for Special meeting.

8. ADJOURNMENT

Motion by Voll/Solheim to adjourn. Motion carried 3:0 by voice vote.

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 03/24/2025 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

Minutes prepared by: Account clerk- Sarah Fisher



SPECIAL ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

April 09, 2025 at 5:30 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- PRESENT
- Kelly Coyle
- Chris Voll
- Jordyn Wadle-Leff
- Terry Lewis-Birkett
- ABSENT
- Mary Solheim

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

Monte Sorensen- 1946 Deerwood trail, Discusses the handbook review he stated he has experience with handbook building he had concerns about section 3.21 Liability and the language that was presented in the packet.

Bernie Kramer- 2150 E State HWY 153, Discusses Debt service fund and expenditures. He states that he is disappointed in the execution in Village Finances.

Guy Fredel 2240 Ruby Dr., Discusses the Report that Interim Finance Director John Jacobs drafted showing the shortfall in the debt service fund balance for 2025-2026. He states that it is a major depletion in the Village's fund balance. He stated the completed budget for 2024 and 2025 is an embarrassment. He asked how much the Village taxes would have had to go up in order to cover the debt service deficit he stated that amount would have been 25%. He stated that there has been very little growth, and the population has had a small decrease.

Gary Schulz 1272 Old HWY 51., Discusses Old Flanner Rd flooding issues after the culverts were removed, the water use to run down and drain into the Bull junior. Now the road floods every time it rains, he is looking for resolution to this ongoing problem.

3. APPROVAL OF MINUTES

- C. Administrative Policy Committee Minutes March 27, 2025
- Motion by Voll/Coyle to approve minutes as presented. Motion carried 4:0 by voice vote.

4. OLD BUSINESS

- D. Village Employee Handbook Review

Trustee Coyle Discusses the new employee handbook option he opens it up for discussion for APC members and also Staff attending the meeting. Trustee Coyle discusses the Boot Stipend for employees he stated that most of the state is around \$300 annual and that is his recommendation for the Village Board. Trustee Coyle also discusses separation benefits and how the village needs to be clear on that as well. Committee member Jordyn Wadle-Leff discusses her recommendations on how to stay up to date on regulations and also stated the Village Attorney should read over the manual before it goes to board.

E. TDS 2025 Sponsorship Contract

Motion by Coyle/ Lewis-Birkett Recommends Village Board Approve the sponsorship contract with TDS. Motion carried 4:0 by voice vote.

5. NEW BUSINESS

F. 2025 Farmers Market Manager Contract

Motion by Coyle/Voll to Recommend Village Board approve the 2025 Market manager contract. Motion carried 4:0 by voice vote.

G. New Garbage Contract Starting in 2026

Greg Ulman- Public Works Director discusses the upcoming contract renewal options for upcoming garbage services.

H. Budget Amendment #1- New Fund for EMS Grants

Motion by Coyle/ Lewis-Birkett to recommend Village Board approve the EMS grant funding. Motion carried 3:0:1 with abstention from Jordyn Wadle-Leff.

I. Correction to Debt Service Tax Levy

John Jacobs- Interim Finance Director; discusses the mistake made by previous staff and the Village Board in the budgeting process for 2024 and 2025 in relation to the debt service fund payments. Jacobs discusses options on how to cover these costs and how to fix this in future years. He reached out to Ehlers for recommendations; John discussed these options that Ehlers presented to him.

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Handbook, Budget

7. NEXT MEETING: April 17, 2025

April 23, 2025

8. ADJOURNMENT

Motion by Wadle-Leff/ Coyle to Adjourn. Motion carried 4:0 by voice vote.

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 04/04/2025 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

Minutes prepared by: Account Clerk- Sarah Fisher



SPECIAL ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

March 27, 2025 at 5:30 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

A. Pledge of Allegiance

B. Roll Call

Meeting Convened at 5:46 PM due to quorum need.

PRESENT

Kelly Coyle

Chris Voll

Mary Solheim

ABSENT

Jordyn Wadle-Leff

Terry Lewis-Birkett

2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

3. APPROVAL OF MINUTES

C. APC March 20, 2025

Motion by Coyle/ Solheim to approve minutes as presented. Motion carried 3:0 by voice vote.

4. REPORTS AND DISCUSSIONS

D. Interim Finance Director Report

John Jacobs- Interim finance Director, discusses what the finance department has been focusing on over the last few weeks. He explains that they are getting ready for audit and pushing through to get caught up on the last 6 months.

5. OLD BUSINESS

E. Revision of Ordinance 180-3; Village Board Meetings

Motion by Coyle/ Voll to Recommend Village Board approve Ordinance 180-3 as presented. 3:0 by voice vote.

F. Addition of Decorum guidelines: Code of Conduct

Motion by Voll/Coyle Recommend Village Board Approve Code of Conduct as amended. Motion Carried 3:0 by Voice Vote.

G. Village Employee Handbook Review

Trustee Coyle discusses how many municipalities are veering away from an employee handbook and adopting a Personnel policies and procedures manual. Trustee Coyle states that he would like to continue to work on this over the next few weeks. He also states that many municipalities are also

veering away from printing physical manuals/handbooks and instead publishing them online. This saves money and also allows for easier editing/ distribution. Discussion of Special meeting was had for further discussion of this topic. Public Works Representative Stu Discussed boot allowances as well as special stipends he asked for a look at those as they have been the same as 2010. Trustee Coyle stated that he would look at the allowances and bring back a recommendation.

H. TDS 2025 Sponsorship Contract

APC asking to add an addendum under section 6 to make this a 12-month agreement to be renewed every year. President Voll is going to discuss this with the attorney on contract language. He will then either bring it back to APC or push to the Village Board.

6. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Handbook and TDS contract

7. NEXT MEETING: April 17, 2025

April 9th or 10th for Special meeting.

8. ADJOURNMENT

Motion by Voll/Solheim to adjourn. Motion carried 3:0 by voice vote.

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 03/24/2025 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

Minutes prepared by: Account clerk- Sarah Fisher



ADMINISTRATIVE POLICY COMMITTEE MEETING MINUTES

May 15, 2025 at 5:30 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- PRESENT
- CHAIR David Baker
- VICE-CHAIR Guy Fredel
- Mary Solheim
- Sandi Sorensen
- Sean Dumais
- Also Present
- Trustee Ken Charneski
- Trustee Dan Joling
- Interim Finance Director-John Jacobs
- Director of Public Works- Greg Ulman

2. SELECTION OF A CHAIRPERSON

Motion by Sorensen/ Fredel to nominate Dave Baker as Chair of the Administrative Policy Committee.
Motion carried 5:0 by Roll Call.

3. SELECTION OF A VICE-CHAIRPERSON

Motion by Sorensen/Solheim to nominate Guy Fredel as Vice-Chairperson. Motion carried 5:0 by Roll Call.

4. COMMITTEE DUTIES AND RESPONSIBILITIES REVIEW

- C. Administrative Policy Committee Duties and Responsibilities
- President Dave Baker presented the duties and responsibilities of the Administrative Policy Committee, Guy Fredel suggests that APC hold a special committee planning meeting to lay out a plan on topics to cover in future meetings. President Dave Baker stated he would put it on a future agenda.

5. ANNOUNCEMENT OF CLOSED SESSION

6. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

None.

7. APPROVAL OF MINUTES

None.

8. REPORTS AND DISCUSSIONS

Interim Finance Director John Jacobs discusses his Finance report. He described the format of the report and why he put it together the way he did. He stated that he hopes to have a full comprehensive report at

the next APC meeting as well as the report for the full first quarter. He states for our undesignated fund balance it should be maintained at a minimum of 15 percent, in 2023 that did not happen, however, Jacobs states that in 2024 the fund balance did jump up by about 600,000 which is at 16.85 percent meeting the minimum threshold. He went through pre audited numbers and stated that revenue was up quite a bit from the previous years with most of that money coming from state and local aids. He also stated that the Village of spending decreased between 2023 to 2024. John Jacobs discussed Tid funding and stated a few items to look into in the near future.

D. Finance Director Report

Interim Finance Director John Jacobs discusses his Finance report. He described the format of the report and why he put it together the way he did. He stated that he hopes to have a full comprehensive report at the next APC meeting as well as the report for the full first quarter. He states for our undesignated fund balance it should be maintained at a minimum of 15 percent, in 2023 that did not happen, however, Jacobs states that in 2024 the fund balance did jump up by about 600,000 which is at 16.85 percent meeting the minimum threshold. He went through pre audited numbers and stated that revenue was up quite a bit from the previous years with most of that money coming from state and local aids. He also stated that the Village of spending decreased between 2023 to 2024. John Jacobs discussed Tid funding and stated a few items to look into in the near future.

Guy Fedel discussed the Debt Service Fund with John Jacobs, John stated that the Village was about 1.2 million short in budget planning for the last two years (\$600,000 per year). John states that the year-end audit numbers are looking healthy allowing for a budget surplus for 2024 which will help cover some of the Debt Service Fund deficit. John Jacobs states that the tax levy has potential to be raised without compromising Village services to cover the deficit.

Guy Fredel asks what the Village's Bond rating; John Jacobs discusses this topic with the committee.

9. OLD BUSINESS- DISCUSSION AND POSSIBLE ACTION

E. RFP Village Attorney

Vanderwall Attorney has agreed to take the Village on a short-term basis until we find a permanent Village attorney. President Baker asked for feedback from committee members on the RFP request, he expressed concerns that the Village might be asking too much from the RFP that firms might be discouraged or put off from submitting a proposal. The committee agreed they should keep the prosecution Attorney and just submit for a corporation Attorney. There was long discussion back and forth whether they should include the prosecution Attorney in the RFP as an option for law firms to take on both. It was said that there is no issue with our current Prosecution Attorney, however, it might be more appealing if both were offered. Mary Solheim states that she believes that it could be plausible that the list of requests might be too much to attract Attorney proposal. President Baker states he will redraft the RFP with the discussed changes. Motion by Fredel/Sorensen recommend Village Board approve the Request for Proposals for Village Attorney services with oral modifications made. Motion carried 5:0 by voice vote.

F. Assignment of Administrator Responsibilities

President Baker how he at first had no intention on acting as Administrator but after meeting with staff realized that an interim Administrator was necessary for normal operation of the Village. He discusses his proposal option to extend his Administrator duties; he discussed his findings from the League of Wisconsin Municipalities of the statute that allows a salary to be given to the Village President not to exceed \$15 Thousand a year. He received a verbal affirmation stating that a Village President can indeed act as the Interim Administrator from a representative from League of Wisconsin Municipalities on this subject. President Baker is proposing that he maintain the Interim Administrator position at a rate of \$30.00 dollars and hour for 500 hours for the remainder of the year. Motion by Fredel/Solheim to Recommend the Village Attorney write a letter requesting a written letter from The League of Wisconsin Municipalities confirming the conversation President Baker had with the League Representative. Motion Carried 5:0 by voice vote.

Motion by Fredel/ Solheim to Recommend Village Board upon receipt of written confirmation proceed to hire President Baker as Interim Administrator at the rate of \$30 dollars and hour with a max of

\$14750 dollars. Guy Fredel asked that if the League doesn't provide a written response, that a written response from the Village Attorney be provided in its place. Motion carried 5:0 by voice vote.

G. Status Update: Review of Employee Handbook

APC committee recommends President Baker take the topic back to Village Board to ask permission to continue with the handbook revamp. If approved Guy Fredel recommends the committee invite Kelly Coyle back for a presentation on the work that he has done with the handbook so far.

10. NEW BUSINESS- DISCUSSION AND POSSIBLE ACTION

H. Open Position - Planning Technician or Utility Clerk (with internal transfer)

The committee discusses the proper procedures for hiring for positions already defined and funded in the organizational chart vs. internal transfers. Hiring an empty position below a department head falls on the decision of the department head; internal transfers require administrator approval.

I. Approval of Road Maintenance Bid

Motion by Trustee Sorensen/ Fredel to forward the proposal of the road maintenance bid to the Village Board. Motion amended to recommend Village Board approve the Chip Seal bid in the amount of \$384,174. Motion carried 4:0:1 Sean Dumais abstention.

J. 2025 Farmers Market Musician Contracts

Motion by Dumais/Solheim to approve contracts as presented. Guy Fredel asks for the Peter Wegner's signature on the same page. Sean Dumais rescinded his motion. Motion by Dumais/ Mary to recommend Village Board approve Farmers market contracts with the discussed changes on Strasman's contract. Motion carried 5:0 by voice vote.

K. Fringe Life Insurance Benefits

Motion by Dumais/Solheim to postpone until next meeting. Motion carried 5:0 by voice vote.

L. DNR FFP Grant

Motion by Fredel/ Dumais to Recommend Village Board approve the Fire Chief peruse the DNR Match Grant application in the amount of \$20 Thousand dollars with a match of \$10 Thousand from the village. Motion carried 5:0 by voice vote.

CLOSED SESSION

Consideration of motion to convene into closed session pursuant to Wis. Stat. 19.85 (1)(c) for consideration of employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – to wit Review of Administrator Applicants Motion by Solheim/Fredel to convene into closed session. Motion carried 5:0 by Roll Call.

RECONVENE OPEN SESSION

Consideration of motion to reconvene into open session.

ACTION AFTER CLOSED SESSION

Motion by Fredel/Trustee Sorensen to request President Baker prepare seven questions to interview the three discussed candidates after the first of June. Motion carried 5:0 by voice vote.

11. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Ordinance for Lack of Administrator, description/pay scale (salary range) for current positions.

12. NEXT MEETING: June 19, 2025

13. ADJOURNMENT

Motion by Dumais/ Solheim to adjourn. Motion carried 5:0 by voice vote at 9:12 PM.

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 05/09/2025 Kronenwetter Municipal Center and www.kronenwetter.org

Faxed: WAOW, WSAU, City Pages, Mosinee Times | Emailed: Wausau Daily Herald, WSAW, WAOW, Mosinee Times, Wausau Pilot and Review, City Pages

Minutes prepared by: Sarah Fisher Account Clerk



Report to APC

Agenda Item: Discussion and Possible Action: Upcoming Garbage Contract

Meeting Date: June 19, 2025

Referring Body: CLIPP

Committee Contact:

Staff Contact: Greg Ulman

Report Prepared by: Greg Ulman

AGENDA ITEM: Discussion and Possible Action: Upcoming Garbage Contract

OBJECTIVE(S): To have the APC Committee look at our current contract and an updated RFP, based on CLIPP recommendations and give input on any potential changes to the next contract.

HISTORY/BACKGROUND: Currently Harters Fox Valley Disposal has our Village contract which expires at the end of 2025. We do have an option to extend the current contract (item 3 on page 2) or go out for RFP's from any interested contractor.

The attached draft RFP has highlighted yellow areas where dates need to be finalized yet, as well as the changes from the previous RFP with the CLIPP recommendations. CLIPP recommended adding a 3-year option to the RFP in addition to the 5-year contract that is currently in place.

RECOMMENDED ACTION: To give direction as APC sees fit.

ATTACHMENTS: 2025 Garbage and Recycling RFP (Draft), 2020 Garbage and Recycling RFP, Current Harters Contract

Village of Kronenwetter Request for Proposals

**RESIDENTIAL
GARBAGE AND RECYCLING
COLLECTION**

**For Period January 1, 2026 through December
31, 2030**

Mail out: July ##, 2025
Proposal Due Date: August ##, 2025 at 1:30 PM
Anticipated Award: ## 2025 Village Board Meeting

SUBMITTED BY:

Contractor: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Section I: OVERVIEW

REQUEST FOR PROPOSALS - The Village of Kronenwetter (hereinafter referred to as the Village) a municipal corporation of the State of Wisconsin, located in Marathon County is seeking proposals for the establishment of professional garbage collection services. The Village is investigating the possibility of entering into either a three (3) or five (5) year contract with the option of extending the contract by two (2) years twice (two separate two-year extensions) for a total of nine (9) years with a qualified and responsible firm and accordingly is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal according to the instructions and format of the attached Request for Proposal (RFP) documents.

MUNICIPAL OVERVIEW - The Village is located approximately 7 miles south of Wausau, WI and currently has a population of 8,353 which consists of approximately 2,821 single-family and two-family households. The Village has an area of approximately 52 square miles and 117 centerline miles of streets. One (1) residential garbage, recyclables, and white goods hauler currently serves the Village.

The Contractor shall service land annexed to the Village during the term of the contract as well as residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. Changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village. The Village will notify the Contractor of such changes as they occur.

SOLID WASTE DISPOSAL – The Village has negotiated a tipping rate contract with the Marathon County Solid Waste Department. The Village shall pay all tipping fees directly to the county landfill. The hauler will not pay the tipping fees and shall not calculate tipping fees into the bided collection rate. Garbage collected in the Village must be deposited at the Marathon County landfill per the Village's contract with Marathon County.

EXCLUSIVE CONTRACT – It is the express intent of the Village to award an exclusive contract for either a three (3) or five (5) year period commencing January 1, 2026 and ending December 31, 2028 or December 31, 2030 for curbside collection of residential garbage, white goods, and recyclable materials. The contract shall include all single-family and multifamily of two (2) or less units. The contract shall not include multi-family

of greater than two (2) units, commercial, industrial, or institutional properties unless specified. Upon award of the Contract, except for optional additional services, which might or might not be awarded as part of the overall contract, no other firm shall be awarded single-family or two-family refuse and recycling collection services.

NEGOTIATION OF CONTRACT -The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the Village. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the Village and the Contractor.

CONTRACT AWARD OR REJECTION - The Village reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The Village further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best interest of the Village to do so. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Village. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Village to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever. The Village retains the right to assess whether the person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The Villages decision or judgment on these matters will be final, conclusive, and binding.

CRITERIA FOR CONTRACT AWARD - The award of the contract will be to the Contractor whose proposal is determined by the Village to be in the best interest of the Village. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:

1. Cost - The price of the contract for the residential curbside collection of garage, white goods, and recyclable materials.
2. Experience and Finances of Company - Consideration will be given to those submitters who have performed similar types of work and have the financial means to meet the qualifications of the RFP and the contract.
3. Customer Service Record - Demonstration of low volume of complaints and fast resolution.

4. **Markets - Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.** This requirement can also be met by providing evidence that the Contractor will use a Wisconsin Department of Natural Resources self-certified materials recovery facility (MRF).
5. **Features Exceeding Minimum Specifications - Any features that the submitter can provide the Village that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Village shall be the sole determinant if any feature is of benefit and to what degree.**

CONTRACT CONTENTS - The Village will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:

1. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.
2. **NOTICES** - All notices required by the contract shall be given in writing via certified mail to the Village Administrator or chief executive officer of the Contractor.
3. **NON-ASSIGNABILITY** - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village President as authorized by the Village Board. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the contract.
4. **INDEMNIFICATION** - The Contractor shall indemnify and hold harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of subcontractors; and the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond, letter of credit, or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village

as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Village’s right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

5. INDEPENDENT CONTRACTOR - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
6. EQUAL EMPLOYMENT OPPORTUNITY - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
7. INSURANCE - The Contractor to whom the contract is awarded must provide the Village with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Village of Kronenwetter and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the Village (such as for the provision of a portion of the services requested herein) will be required:

Type of Insurance	Each Occurrence	Aggregate
GENERAL LIABILITY:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Insurance - Broad Form	\$1,000,000	\$2,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury & Death	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The Contractor shall provide evidence of umbrella or excess liability coverage of \$5,000,000.

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKERS COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Wisconsin.

If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the Contractor.

The Village shall receive written notice of cancellation or reduction in coverage of insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.

Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his/her operations under this agreement.

8. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
- a. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger the performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or letter of credit or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the Village, constitute a breach of the agreement made by acceptance of the Contract, and the Village will be entitled to forfeiture of the letter of credit accompanying the proposal that is required, not as a penalty, but as liquidated damages.

9. **PERMITS AND LICENSES** - The successful Contractor shall obtain, at its

own expense, all permits and licenses which may be required to complete the contract.

10. DUE DILIGENCE - Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village or the compensation to the Contractor.
11. CONTRACT EXTENSION OPTION – At the expiration of the initial **three (3)** **or** five (5) year term the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. At the expiration of the initial two (2) year extension term, the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. If the Village desires such an extension, the Contractor will be notified no later than 120 days before the expiration of the current term.

Commencing not less than 120 days prior to the commencement of the extension of the contract for both extensions, the Village and the Contractor shall engage in good faith negotiations to develop rates attributable to the forthcoming years in question. Among the factors to be considered shall be increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs, contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this agreement by written notice to the other party 90 days prior to expiration of the current term.

Should the Village select a different contractor at the expiration of the contract or the Contractor is released from the Contract with the Village, the Contractor shall agree to refund, if applicable, to all residents the full purchase price of any refuse tag returned to the Contractor within sixty (60) days after such contract expiration or release from the Contract. The Contractor shall remove existing carts within sixty (60) days from the expiration date or release from the Contract.

12. PERFORMANCE BOND/LETTER OF CREDIT --The Contractor shall furnish to the Village an irrevocable performance bond or letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable banking institution acceptable to the Village to guarantee the faithful performance of the contract. The performance bond or letter of credit shall

be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including extension periods, and be delivered to the Village within (10) days of the awarding of this contract. The contract shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the Village.

DRAFT

Section II: INSTRUCTIONS FOR SUBMITTING PROPOSALS

SUBMITTAL OF PROPOSALS - Two (2) copies of this Request for Proposals must be submitted intact in a sealed envelope for the proposal to be considered valid. Proposals must include those items listed below in **Contents** which must be properly completed and signed in ink.

All sealed proposals must be delivered to Greg Ulman, Director of Public Works, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, prior to the proposal opening date and time. Proposals must be identified as "Proposal: Village of Kronenwetter Residential Garbage and Recycling Service" on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner.

PROHIBITED CONTACTS WITH VILLAGE – Any attempt to directly contact and influence any Village Board member, or any Village staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification. If the bidders have any questions on the RFP, the RFP process or the village's expectations, the bidders shall follow the question process as explained in the next paragraph.

QUESTIONS - All questions must be in written form and may be directed only to Greg Ulman Director of Public Works, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455 phone (715) 693-4200, fax (715) 693-4202 by ###, ##. No other staff will respond to any questions, written or verbal. The questions, and subsequent answers, will be documented and distributed to all RFP recipients. A written response will be provided to all questions by ##.

LATE PROPOSALS - Proposals arriving after the specified time (##### at 1:30 PM), whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used.

PROPOSALS BY FAX - Facsimile machine transmitted proposals **will not be accepted**, nor will the Village transmit proposal documents to prospective Contractors by way of a facsimile machine. Proposals should be submitted on the original forms provided by the Village, completely intact as issued.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the Contractor is not relieved from errors in proposal preparation.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Finance Director prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

QUALIFICATIONS - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation, if requested, shall present within 48 hours evidence satisfactory to the Village of its performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS -- Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying state or local tax. If needed, the Village shall supply the successful Contractor with the Village's tax exemption number.

EXISTING CONDITIONS -- Contractors are cautioned to carefully examine conditions affecting collection, separation, transportation, and other variables which may affect collection of garbage, recyclable, and white goods within the Village. The Village will not advise Contractors as to any conditions referred to. All figures found in this Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. With submission of a proposal, the submitting Contractor understands and recognizes that the estimated figures located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation and that any submitted proposals are final and will not be subject to negotiation during the contract term.

CONTENTS -- proposal must, at a minimum, include the following sheets from this RFP:

1. Cover Sheet
2. Location of Recycling Processing Facilities (Section V)
3. References & Competency -- Description of Firm (Section VI)
4. Contractor Proposed Cost Summary (Section VII)
5. Contractor Certification (Section VIII)
6. List of Subcontractors (See below)

LISTING OF SUBCONTRACTORS - In order that the Village may be assured that only qualified and competent subcontractors will be employed on the project, each Contractor shall submit with their proposal a list of any subcontractors they plan to use and the services the subcontractor(s) will perform. The list must include each subcontractor's name, address, phone, contact person, years of experience, and three references for similar work, as well as required insurance information

Section III:
SPECIFICATIONS AND SPECIAL PROVISIONS

The calendar for the selection process is provided as follows. The Village reserves the right to modify the preliminary selection process calendar:

Release of RFP	Date ##
Deadline – Consultant questions	Date ##
Written response to questions	Date ##
Deadline – submittal of proposals	Date ##
Execute contract	After Date ##

DEFINITIONS & PREPARATION INSTRUCTIONS:

Bulk Materials --Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Chipping --The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting -- The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract -- The following attachments shall be incorporated herein and shall constitute the Contract documents: The Request for Proposal Documents, including all addenda issued, the signed proposal, and any other documents as may be deemed necessary by the Village.

Curbside -- A position located near the driveway between two and five feet from the edge of the street toward the residence is to be used for collection of garbage and recycling materials.

Long Driveway Collection-- Residents who have driveways longer than a typical residential home that wish to place garbage and recycling near their home and not at the curbside.

Household Construction and Demolition Debris -- Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials,

cabinets, carpeting, disassembled household fixtures. Must be cut into (4') lengths, bundled or placed in approved containers not to exceed 50 lbs.

Household -- All single-family and multi-family of two or less units that utilize curbside collection service.

Household Garbage -- All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and light furniture, and similar material. Household garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Garbage Container --

Cart: A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All carts must be approved by the Village and supplied by the Contractor.

Bundle: Any material allowed under the definition of refuse, such as wood, boxes or other loose items, which do not exceed 5' in lengths or 50 lbs.

Recyclables (also referred to as recyclable materials) -- Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, wrapping paper, brown paper grocery bags, magazines, telephone books, catalogs, junk mail -- brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences; cardboard, chipboard/paperboard -- cereal boxes, clothing boxes, tissue boxes, shoe boxes, paper tubes, etc.; wet strength carrier stock -- paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage cartons, and clean frozen food packages; soda and beer cases; mixed or miscellaneous paper products -- stationery, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products; tin, steel, and bi-metal beverage and food cans, aerosol cans, aluminum cans, aluminum foil and foil products; plastics #1-5, PET, PETE, HDPE, V, LPDE, PP, 6-12 pack plastic rings; clear, green, blue, and brown glass including bottles and jars; and any other items the Village and the Contractor agree to recycle in the future.

Recyclables Cart -- A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All carts must be approved by the Village and supplied by the Contractor.

Residential -- Single-Family and multi-family units of two or less units.

Uncollectables -- Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, televisions, prohibited electronics, paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

White Goods -- Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

GENERAL REQUIREMENTS:

1. **Services Selected** – This proposal requests prices for various options and alternates for garbage and recycling collection. **The Village reserves the right to request the awarded Contractor to implement any one or combination of services and/or alternates outlined below.** The Contractor shall propose to furnish complete equipment, labor, materials and supplies to accomplish all work necessary to complete such contract as may be agreed upon by the Village of Kronenwetter and the Contractor.
2. **Contract Period, Rates, & Termination** - The Village intends to enter into an exclusive **three (3)** or five (5) year contract for the curbside collection of residential (single-family and multi-family of two or less units) garbage, white goods, and recyclable materials within the Village of Kronenwetter. The contract period will commence on January 1, 2026, and end **December 31, 2028** or December 31, 2030. The contract shall not include multi-family over two-family, commercial, manufacturing, industrial, or institutional properties. It is the intention of the Village to secure a firm price contract for each of the first five years of the contract period and conduct good faith price negotiations commencing no later than **August 1, 2030 for years 2031 and 2032** should the village decide to extend the contract by two years. If the village chooses to extend the contact for a second time for an additional two years, the village and contractor shall begin good faith price negotiations for **2033 and 2034 beginning no later than August 1, 2032**. Price increases or decreases for the two extension terms shall be based on factors such as increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. If the parties are unable to agree upon a rate schedule, the current rate shall remain in effect until the agreement terminates and either party has the right to terminate this contract by giving the other party not less than 90 days prior written

notice. All proposals shall be considered on this basis unless specifically noted.

3. **Damage to Streets Prohibited** – The Contractor shall provide collection equipment that will not disfigure or damage Village streets and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village shall require the Contractor to repair, to the Village's satisfaction and at the Contractor's expense, all damage to Village property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunction, or operator negligence. Contractor shall pay any Village invoice for repair within thirty (30) days.
4. **Day of Collection** – Garbage and recycling pickup shall be performed weekly to all residential units within the Village's corporate limits. Recycling pickup shall be performed on a biweekly basis.
5. **Collection Hours** - Collection services by all vehicles will begin no earlier than 6:30 a.m. All collection for each scheduled day shall be completed by 5:00 p.m. Residents shall be required to set out garbage, recyclables, and white goods by 6:00 a.m. on the scheduled day of collection.
6. **Point of Collection** - Collection shall be made at the curbside.
7. **Missed Collection** - 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 Village shall be remedied by the Contractor collecting the materials by 5:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Village to resolve any issues.
8. **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. The Contractor shall, at each service address, neatly return the carts where they were found. The Contractor shall repair or replace at their expense the carts damaged as a result of the handling thereof, reasonable wear and tear expected. 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 Village and resident calls and complaints from a timeframe at a minimum of 8 am to 6 pm. Contractor's staff shall be knowledgeable and courteous in answering Village and resident's

information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the Village as often as needed to review Village and resident complaints and resolutions.

9. **Clean-Up on Route** - The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within two (2) hours of verbal notification by the Village will be removed by the Village at the Contractor's expense. Contractor shall pay any Village invoice for clean-up within thirty (30) days.
10. **Collection on Holidays** - When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next regular weekday after the regular collection day. The collection "weekdays" for both garbage and recycling shall be from Monday through Saturday. Thus, if regular collection is Monday through Friday and if a holiday falls on Tuesday, the collections days will shift to Monday and Wednesday through Saturday.
11. **Improperly Prepared Materials** - When the Contractor encounters improperly prepared material, the following procedure shall be followed:
 - a. On the first occurrence, the Contractor shall pick up all garbage and recyclables and process it properly, except white goods or bulk materials. The Contractor shall complete a formal tag approved by the Village noting the problem and leave it with the resident. The Contractor shall submit with this proposal an example of the tagging system to be used. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material was not collected. Example explanations include but are not limited to: improper recycling preparation; garbage not in cart, etc.
 - b. Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials. The date and address shall be documented.
 - c. The Contractor shall submit with this proposal an example of the tagging system to be used. The Contractor shall supply via email or mail a log

of all notices, including address and error message, to the Village on a monthly basis.

12. Equipment Requirements –

- a. **Safety and Maintenance** - All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Village residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within two (2) hours of verbal notification by the Village or will be removed by the Village at the Contractor's expense.
- b. **Identification** - All collecting equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

13. Processing Requirements - Processing of the collected garbage, recyclable, and white goods will be the responsibility of the Contractor.

14. New Service – Upon set up of a new service (service has never existed at this address) the contractor will within one week of the date of notification from the Village provide recycling and garbage carts to the address. Notification shall consist of either a fax or email listing of the address and the date the carts are to be supplied by. If collection is to take place prior to the carts being delivered to the new service, the contractor will accept garbage, recyclables and white goods in whatever manner the new service provides.

15. Cart Exchange -

- a. **Contract Set-up** –The Contractor shall finance and provide 96-gallon carts to residents for garbage and recycling. The contractor will be responsible for sending a mailing to all residences in the Village informing them of the process by which they will be receiving their new carts, if a new contractor is selected. This process must begin prior to the January 1st start date of the contract and must be completed by the 31st of January. If collection is to take place prior to a cart being delivered, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide. The mailing to the residences shall be approved by the Village prior to being mailed.
- b. **Repair** - -Upon notification of the need to repair a cart, the contractor will within one week of the date of notification from the Village provide a

new cart or repair the existing cart to the address. Notification shall consist of either a fax or email listing of the address and the date the cart is to be supplied by. If collection is to take place prior to a cart being delivered or repaired, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide.

16. **Public Education** – Contractor shall on an annual basis work with the Village on a public education program on the benefits of recycling intended to increase recycling rates.
17. **Long Driveway Collection** – Residents with driveways longer than a typical residential driveway who request to have garbage and recycling picked up near their residence rather than at the curb may be charged an additional fee to be billed and collected by the contractor. This service will be an agreement solely between the contractor and the resident. There are currently 14 customers with long driveway collection service.

Section IV: BASE SERVICE Garbage and Recycling

1. **Program Summary** – Basic residential collection billed as a flat fee, shall include:
 - a. **Garbage and Recyclables** -- Garbage and recyclables that fit in their respective containers.
 - b. **Bulk Materials** --Unlimited items per residence per week. The contractor shall arrange with the resident any additional fee to be paid by the resident to the Contractor for use of this service. See White Goods and Special Collection below.
 - c. **Christmas Tree Collection** – The Contractor shall provide a special curbside collection for Christmas trees for a three (3) week period in late December to early January, the exact dates to be mutually determined by the Village and Contractor. This shall be included in the flat fee in the bid.
2. **Recycling Collection**

Primary Bid: The primary recycling collection service bid shall use a 96 gallon or similar recycling cart and collection shall be on a bi-weekly period.

- a. **Ownership of Recyclable Materials** - All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.
- b. **Proceeds** - The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for recycling collection.
- c. **Most Favored Nation Clause** -- The Contractor may provide for weekly

collection of recyclable materials in addition to those listed in the definition of recyclables. The Village reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within Marathon County. If Contractor plans to collect additional recyclable materials, please indicate below the type of material(s).

3. **Collection of White Goods** - The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

The Contractor shall advise the resident, when they call for collection, directly of the terms of such collection; i.e. how the materials should be prepared, the date of collection, and the like.

4. **Special Collections** – The Contractor shall offer a special curbside collection service for large quantities of garbage including, but not limited to: bulk items, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of refuse or debris left at the curb in unusual circumstances, i.e. evictions or “skip-outs”, and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of-way.

Spring Cleanup: The Contractor shall pick up bulk items deposited by

village residents during the annual “Spring Cleanup” days. Spring Cleanup days take place in the spring for three to seven days. Residents are able to drop off their bulk items, debris, etc. at a central location in the Village. The Contractor will collect and haul to the landfill the bulk items collected during Spring Cleanup days on a daily basis. This is collection from a central location. It is not curbside pickup. The Contractor will work out a separate bill and payment arrangement with the Village for these services. Collection of Spring Cleanup items will not be included in the bid(s).

5. **Carts** - The Contractor shall make available to residents participating in the curbside collection service use of 96-gallon carts. The Contractor shall provide the carts and any other related equipment necessary for collection to the resident. The fees, payment and collection process for any additional garbage or recycling beyond that which will fit in the carts will be arranged between the Contractor and resident.
6. **Services for Municipal and Civic Properties** – The Contractor shall provide, at no additional cost, the services described in **Exhibit A**. The fee for services in Exhibit A shall be calculated into the bids.

The contractor shall collect from the Village public works garage all white goods and bulk items left on Village property. The fees for collection of white goods from the public works garage shall be charge to the Village at the same rates numerated in the bid for white goods to Village residents. The fee for collection charge to the Village for bulk items pickup from the public works garage shall be at equivalent rates as charged to village residents.

7. **Data Collection and Reporting** –The Contractor shall prepare and submit to the Village quarterly reports. The report shall include, but not be limited to the following information:
 - a. Total pounds of garbage, recyclables (by type), and white goods collected each month;
 - b. Monthly recycling participation rate divided by the number of residences included in the collection service (participation percentage)
 - c. Complaint log

All reports, data, and information, once supplied to the Village, will become the property of the Village to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the Village upon assertion as to its proprietary nature by the Contractor. The Village reserves the right to audit

the financial and administrative records of the Contractor as they pertain to the garbage and recycling services in the Village.

- 8 Informational Brochure** – Upon award of the contract and any changes in service, the Contractor is responsible for designing, printing, and distributing a written brochure to each residence describing the collection service as well as provide extra copies as needed for distribution at the Village Municipal Center. The brochure must include a description of collection times, contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The brochure must arrive at each residence at least two weeks prior to the date of the new contract. The brochure and its distribution method are subject to the Village's approval. The cost of printing and distribution shall be included in the bided flat rate.
- 9 Disasters** – The Contractor shall be responsible for collecting all garbage items normally collected in the event of flooding or other man-made or natural disasters regardless of the amount of material is generated. Regular collection times may be waived by the Village in such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.
- 10 Mixing Prohibited** – The Contractor shall not at any time mix recycling and garbage collected within the Village. Garbage must be deposited at the Marathon County landfill. Recycling materials must be processed as recyclables by the Contractor.

Section V:
LOCATION OF RECYCLING FACILITY

Please provide below information concerning the facility which is intended to be used for the processing of recyclable materials collected at curbside.

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNER</u>	<u>USAGE</u>	<u>DATES</u>	<u>PROPOSED MARKET OR MRF</u>
-------------	----------------	--------------	--------------	--------------	-------------------------------

Section VI

REFERENCES & COMPETENCY

In order to allow evaluation of Contractor’s capabilities, Contractors are required to supply the information requested below. Each Contractor shall list three municipalities where similar work has been conducted. For each reference, list the contact person’s name, address, and phone number, services provided, and the time period in which the work was completed. **The Contractor shall also attach a written description of the firm including: its history, ownership, services provided, facilities, fleet, clients, etc.**

1.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services ProvidedDate of Work

2.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services ProvidedDate of Work

3.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services ProvidedDate of Work

Section VII
CONTRACTOR COST SUMMARY

The bid shall follow the below format.

Bid #1 (Primary): 96-gallon garbage cart and 96-gallon recycling cart. This bid shall include both weekly garbage and bi-weekly recycling service.

Year 1		Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

White Goods Price Quotation Sheet:
Please provide a five-year price sheet for curbside pickup and disposal/recycling of white goods.

Section VII

CONTRACTOR CERTIFICATION

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the Village of Kronenwetter the item(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

The estimated figures of service area and eligible households located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. I further certify and understand that any submitted proposals are final and will not be subject to negotiation during the contract term. I further understand and agree that the prices listed above represent a fixed priced contract for the initial first four years of the term of the contract, commencing January 1, 2026 and ending either December 31, 2028 or December 31, 2030 for curbside collection of garbage and recyclable materials. Adjustments to net yearly contract amounts for the last two years of the contract are to be negotiated.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION:

Name of Authorized Representative

Title Date

Company Name

Street Address

Municipality, State Zip Code (Area Code) Phone Number, FAX

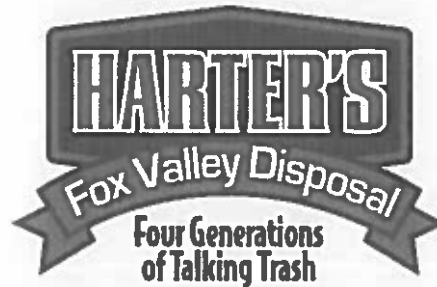
Exhibit A

Services for Municipal Properties

<u>Year-Round Locations</u>	<u>Units</u>
Municipal Center 1582 Kronenwetter Drive	1- 2-yard dumpster and 2- 96-gallon recycling carts.
Village Garage North Road	1- 3-yard dumpster and 1-96-gallon recycling cart.
Fire Department 1582 Kronenwetter Dr	1-96-gallon garbage cart and 2-96-gallon recycling carts.
Village Wellhouse 1979 Lea Road	1-96-gallon garbage cart and 1-96-gallon recycling cart.

<u>Seasonal Locations*</u>	<u>Units</u>
Park Department Garage	1- 5-yard dumpster
Farmers Market	1 96-gallon garbage cart and 1-96-gallon recycling cart

* Service for seasonal location to start and stop as specified by the Village on a yearly basis



SANITATION AND RECYCLING CONTRACT

Village of Kronenwetter

January 1, 2021 – December 31, 2025

SANITATION AND RECYCLING CONTRACT

The Village of Kronenwetter, in Marathon County, Wisconsin, hereinafter called "Kronenwetter", acting and through its duly authorized agent, and Harter's Fox Valley Disposal, LLC, duly organized under the laws of the State of Wisconsin, hereinafter called "Harter's", do hereby covenant and agree as follows:

- 1) **GRANT**: For and in consideration of compliance by Harter's with the covenants and conditions herein set forth, and the ordinances and regulations of Kronenwetter and the laws of the State of Wisconsin governing the collecting and disposal of refuse and recyclables, Kronenwetter hereby grants to Harter's a permit to use the public roads, alleys, and thoroughfares within its corporate limits for the purposes of collecting garbage, trash and other refuse.
- 2) **TERM**: The term of this agreement shall commence on January 1, 2021 and shall terminate on December 31, 2025; (five) years.
- 3) **EXTENSION OF AGREEMENT**: This agreement shall automatically continue for like term unless either party notifies the other in writing at least sixty days before the end of the original or any extended term. All provisions of this agreement shall remain in force. At any time during the term of this contract, the parties may agree in writing, which may be by correspondence, to extend the term of this agreement.
- 4) **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that Harter's shall perform the services as set forth in Exhibit A and Exhibit B.
- 5) **VEHICLE MARKING AND INDEMNIFICATION**: All vehicles and equipment used by Harter's for the collection and transportation of garbage shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Harter's name in letters not less than six inches in height.
- 6) **DISPOSAL OF REFUSE**: Harter's shall deliver all garbage, trash and other refuse collected from premises to the Marathon County Landfill located at 172900 WI-29, Ringle WI 54471. Kronenwetter will pay all garbage disposal fees.
- 7) **DISPOSAL OF RECYCLABLES**: Harter's shall at its own cost dispose of all recyclables in a manner consistent with law. Harter's will pay all recyclable disposal fees.

8) **NON-COLLECTION - NOTICE AND FOLLOW-UP:**

- a) Where the owner or occupant of any premises does not maintain proper or adequate refuse containers according to Kronenwetter’s ordinance, or is otherwise in violation of Kronenwetter’s ordinance with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, Harter’s shall refrain from collecting all or a portion of such refuse and will notify Kronenwetter and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection. If Kronenwetter feels Harter’s actions are not proper, Kronenwetter may order Harter’s to pick up the refuse by issuing a collection order. In such event, Harter’s shall pick up subject refuse within ten business days.
- b) Where Kronenwetter is notified by an owner or occupant that refuse has not been removed from a premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Harter’s, Kronenwetter shall investigate the matter, and if the investigation discloses that Harter’s has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Harter’s shall collect the same within 24 working hours after a collection order is issued by Kronenwetter.

- 9) **COMPLAINT HANDLING BY HARTER’S:** Harter’s shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as may be approved by Kronenwetter, for the purpose of handling complaints and other calls regarding refuse collection service provided by Harter’s. Holidays to be taken are New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If collection falls on one of the aforesaid holidays, Harter’s, at its option, will either collect the refuse on the holiday or on the day after the holiday so that residential customers, specifically, are not left without a refuse pickup for over one week.

- 10) **CONSIDERATION:** Harter’s shall receive, in consideration of the performance of this agreement, the following fees for residential service under the rates described below:

a) Collection

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Garbage – 96 Gallon Cart Weekly Per Month per residence	\$6.50	\$6.66	\$6.82	\$7.03	\$7.24
Recycling – 96 Gallon	\$3.36	\$3.44	\$3.53	\$3.63	\$3.74

Cart Biweekly per month per residence					
Total per month per residence	\$9.86	\$10.10	\$10.35	\$10.66	\$10.98

- b) Harter's will provide two 95-gallon containers for each resident. One to be used for garbage and one to be used for recycling. Harter's is responsible for maintaining any damaged carts caused by normal wear and tear. If carts are damaged from reasons other than normal wear and tear, are lost or are stolen, it is the responsibility of resident to pay the \$75.00 replacement fee. Additional fees for extra carts are the responsibility of the resident.
- c) If fuel exceeds \$4.00 per gallon, the fuel surcharge shall increase by 1% for every ten-cent increase in fuel prices.
- 11) **UPDATING HOUSE COUNTS:** Kronenwetter shall inform Harter's of all new construction, residential properties so they may be added to the collection route. Kronenwetter shall be responsible for updating collection house counts annually on the first day of year. Updated house counts are subject to verification from Harter's.
- 12) **BILLING PAYMENTS:** Harter's shall issue Kronenwetter a detailed monthly invoice for work satisfactorily performed by Harter's. Kronenwetter shall pay Harter's within 15 days following the receipt of a detailed monthly invoice.
- 13) **MANDATORY SERVICE:** It is understood that an ordinance of Kronenwetter mandates subscription to refuse service as prescribed therein under terms, conditions and special provisions as contained therein.
- 14) **INDEMNIFICATION INSURANCE:** Harter's assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to hold Kronenwetter harmless from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by the actionable negligence of Kronenwetter or its employees. Harter's agrees to carry insurance as follows:
- a) Workman's compensation insurance covering all employees of Harter's engaged in any operation covered by this agreement to the extent required by the laws of the State of Wisconsin;
- b) Automobile and public liability insurance - \$1,000,000 for personal injuries to any

one person and \$1,000,000 for personal injuries arising out of any one accident, casualty or event; and property damage insurance in the amount of \$1,000,000;

- c) General liability insurance in the amount of \$2,000,000; and
- d) Harter's shall furnish a Certificate of Insurance issued by companies authorized to conduct insurance business in the State of Wisconsin and naming Kronenwetter as an additional insured and shall name Kronenwetter in the same general terms and the same general effect as the foregoing Harter's requirements. Such policies shall indemnify and hold harmless Kronenwetter, and certificates evidencing such insurance contracts shall be deposited with Kronenwetter.

15) **NON-COMPLIANCE, PENALTIES:** In the event either party shall fail to perform any of the terms, conditions or covenants of this agreement, the non-defaulting party shall notify the other party in writing of the fact of such default and if the event or condition is not corrected or otherwise made to comply with the terms of this agreement within a period of time which is reasonable in relation to the nature of the event of non-compliance, but in no case more than 30 days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within 30 days, then the non-breaching party may terminate this contract, or may pursue any and all available legal remedies, at law or in equity effective immediately.

16) **REVOCATION, TERMINATION FOR CAUSE:** In addition to the specific right to terminate mentioned herein, if at any time Harter's shall file a petition in bankruptcy or petition to take advantage of any insolvency act; shall make an assignment for the benefit of creditors; or shall commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or to the whole or any substantial part of its properties, then Kronenwetter may, after a hearing as described herein, revoke and cancel the permit hereby granted, and the agreement shall be null and void as of the date of said determination by Kronenwetter. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to Harter's by certified mail, addressed to Harter's at the address shown herein, and a period of at least 30 working days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons for Kronenwetter revocation of such permit and this agreement. The hearing shall be conducted in public by and Harter's shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against Harter's in the notice. If, after the hearing is concluded, Kronenwetter shall

determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, it may revoke and cancel this agreement and the permit and the same shall be null and void. Kronenwetter's decision shall be final and Harter's shall be bound thereby.


- 17) **PERMITTED RATE CHARGE**: Harter's and Kronenwetter hereby agree that the aforesaid rate can be changed on if (1) Harter's can demonstrate the contract price requires modification as a result of national war or national disaster, or (2) changes in landfill or governmental regulations substantially affects solid waste collection. The contract rate will be modified to pass through all such costs to Kronenwetter by giving 15 days written notice to Kronenwetter. At its option, Kronenwetter will have the right to reject the services covered by this contract if Kronenwetter is unwilling to accept the rate modification described in the preceding sentence. The revised rate will automatically take effect unless Kronenwetter notifies Harter's prior to the effective date of the revised rate of Kronenwetter intent to exercise its option to reject the contract.
- 18) **DISPUTE RESOLUTION**: Any dispute arising with respect to this agreement, it's making or interpretation, or its breach shall be settled by arbitration in Marathon County, Wisconsin, pursuant to the then pertaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such dispute except as otherwise provided in this agreement. Any decision or award rendered shall be final and binding upon the parties and a judgment may be entered in any court having jurisdiction.
- 19) **NOTICES**: All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Andrew M. Gayhart, General Manager, Harter's Fox Valley Disposal LLC, 169901 Ringle Ave, Ringle, WI 54471.
- 20) **INDEPENDENT CONTRACTOR**: The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of The Village of Kronenwetter.
- 21) **GOVERNING LAW**: This contract shall be governed by the laws of the State of Wisconsin.

22) **AGREEMENT:** The parties agree that this contract may not be assigned by Harter's in the whole or in part without prior written approval of Kronenwetter. However, Harter's may assign or subcontract this agreement to:

- a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
- b) any corporation or entity of which Harter's owns at least fifty-one percent (51%); or
- c) any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Harter's.

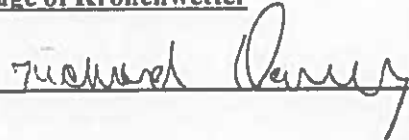
Dated this 1st day of Feb., 2021.

Harter's Fox Valley Disposal, LLC

By: 
Authorized Representative
Andrew M. Gayhart

MUNICIPALITY:
Village of Kronenwetter

Per Village
Board action
10/13/2020

By: 

Title: Richard Downey, Village Administrator

Attest:

Municipality Clerk:

2/1/2021



EXHIBIT A
SERVICES TO BE PROVIDED

Harter's shall perform at least services described in exhibit A and shall fulfill the additional requirements set forth on Exhibit B for disposal all garbage, trash and any and all other refuse accumulated on premises within the corporate limits of Kronenwetter where such collection is or may be required by the Kronenwetter.

Harter's shall, at its own expense, furnish personnel and equipment sufficient to accomplish work herein after described. Harter's will establish and maintain, in an efficient and business-like manner, such routes and special schedules as may be necessary to fulfill the refuse service requirements contained in the ordinances and regulations of Kronenwetter, and any future amendments and the further provisions of this agreement. Harter's shall provide not less than the following prescribed type and level of services to-wit:

- 1) Residential family dwellings (defined as single-family home, townhomes, or each unit of a duplex, or triplex) trash service to be provided weekly & recycling service will be provided every other week. Collection will be made between 6:30 a.m. and 5:00 p.m. central standard time. Customers are responsible for placing their carts by the end of the driveway by 6:00 a.m. on the date of pickup. Harter's shall not be obligated to pick-up any trash/recycling not located near the end of the driveway or any trash/recycling that is not out by 6:30 a.m. Kronenwetter has some residents with very long driveways. These residents may request Harter's to collect trash/recyclables at the place of the resident. Harter's may at their discretion collect trash/recyclables at these residences for an additional fee to be billed directly to the resident in question and collected by Harter's.
- 2) Residential carts are not to exceed 50 pounds. If carted, all waste must be bagged and fit property inside the cart with lid shut. Any refuse that is outside of the cart will not be collected. All recyclable material must be placed loosely in the cart not bagged and fit properly with the lid shut. Any recyclable that is outside of the cart will not be collected. Cardboard segments must not exceed 2 feet in length.
- 3) Village garbage and recyclable collection sites that are part of this contract under Section 9(a) with no additional fees are:

<u>Year - Round Locations</u>	<u>Units</u>
Municipal Center 1582 Kronenwetter Dr	(1) 6-yard dumpster and (1) 95-gallon recycle carts
Village Garage 1910 North Rd	(1) 2-yard dumpster
Fire Department 1582 Kronenwetter Dr	(1) 95-gallon trash cart and (2) 95-gallon recycling carts

- 4) Large household items will be collected every other Wednesday at the expense of the resident. Resident must call Harter's to schedule a pickup and for further pricing.
- 5) Collection of Christmas Trees – Harter's shall provide a special curbside collection of Christmas trees for a three (3) week period in January. Christmas trees will need to be placed curbside and cut into 3-foot sections.
- 6) Spring Cleanup – Harter's shall pick up bulk items deposited by Kronenwetter residents during the annual "Spring Cleanup" days. Harter's will collect and haul to the landfill the bulk items collected during Spring Cleanup from a central location on a daily basis. Harter's will work out a separate bill and payment arrangement with Kronenwetter for these services.
- 7) This contract does not include Harter's making any pickups at commercial sites. Any and all contracts for other commercial pickups shall be on an individual contract basis by and between the customer and Harter's.
- 8) The community and all residents/customers located in said community shall comply with the following rules and regulations under this contract. Harter's will not accept:
 - a) any liquid waste
 - b) building demo materials (lumber, metal, shingles, siding, etc.)
 - c) recycling materials mixed with other refuse
 - d) yard waste
 - e) asbestos, in any form
 - f) tires (these can be picked up on large item day)
 - g) used motor oil
 - h) hazardous or toxic wastes
 - i) chemicals
 - j) explosives, liquids
 - k) flammable liquids

- l) paint
- m) trees and stumps
- n) construction debris
- o) carcasses
- p) medical wastes (unless personal needles which shall be properly contained in sharps container)

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change.

- 9) All recyclables must be in a secured container, no "loose" recycling will be picked up.
Recycling may be mixed together; cardboard segments may not exceed 2 feet in length.
- 10) Clean-up of spillage caused by Harter's operation.
- 11) Disposal at state approved disposal site of all materials collected.

This service shall be exclusive between the Village of Kronenwetter and Harter's in regard to residential service.

EXHIBIT B

STATEMENT OF HARTER'S REQUIREMENTS

Harter's will meet the following levels of service, requirements, stipulations, terms, conditions, and provisions.

- 1) Appearance and Cleanliness of Equipment: The collection equipment used by Harter's must be approved by Kronenwetter, including approval of the equipment color and the design of all signs, logos, and graphics. Collection equipment must be kept in clean condition at all times.
- 2) Appearance of the Collection Crew: Harter's shall provide uniforms to each collection worker and require that they be used. The uniform shall consist of a jacket or coverall, shirt, trousers and cap. Harter's shall maintain the uniforms in a clean, neat and well mended appearance.
- 3) Equipment Maintenance: All equipment must be maintained to assure the safety of the collection crew and residents of Kronenwetter.
- 4) Cleanup on Route: Harter's shall pick up all blown; littered and broken material problems caused by Harter's. Each truck shall carry a broom and shovel all times.
- 5) Ownership of Materials: At the time of collections, ownership of the materials transfers from the resident to Harter's.
- 6) Collection Hours: Collection service by all trucks will start between 6:30 a.m. and 5:00 a.m. central standard time.
- 7) Route Collection Schedule: Regular curbside collection will be split out in three equal days of Tuesday, Wednesday, and Thursday pick-up. Recycling in the Village will have one-half on week "A" and one-half on week "B". Routing and notification to residents to be done at Harter's expense and approved by Kronenwetter.
- 8) Collection on Holidays: Harter's is not required to provide service on Sundays, and the following days:
 - a) New Year's Day
 - b) Memorial Day
 - c) Independence Day
 - d) Labor Day
 - e) Thanksgiving Day
 - f) Christmas Day

g) Days when the collection is canceled by Kronenwetter.

The Village of Kronenwetter shall inform residents of the lack of service on these days as part of the promotion element of the program and of the appropriate make-up day for the missed collection day.

Village of Kronenwetter Request for Proposals

**RESIDENTIAL
GARBAGE AND RECYCLING
COLLECTION**

**For Period January 1, 2021 through December
31, 2025**

Mail out: Wednesday, August 12, 2020

Proposal Due Date: Wednesday, August 26, 2020 at 1:30 PM

Anticipated Award: Tuesday, September 8, 2020 Village Board
Meeting

SUBMITTED BY:

Contractor: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Section I: OVERVIEW

REQUEST FOR PROPOSALS - The Village of Kronenwetter (hereinafter referred to as the Village) a municipal corporation of the State of Wisconsin, located in Marathon County is seeking proposals for the establishment of professional garbage collection services. The Village is investigating the possibility of entering into a five (5) year contract with the option of extending the contract by two (2) years twice (two separate two-year extensions) for a total of nine (9) years with a qualified and responsible firm and accordingly is furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a sealed proposal according to the instructions and format of the attached Request for Proposal (RFP) documents.

MUNICIPAL OVERVIEW - The Village is located approximately 7 miles south of Wausau, WI and currently has a population of 7,210 which consists of approximately 2,538 single-family and two-family households. The Village has an area of approximately 52 square miles and 107 centerline miles of streets. One (1) residential garbage, recyclables, and white goods hauler currently serves the Village.

The Contractor shall service land annexed to the Village during the term of the contract as well as residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. Changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village. The Village will notify the Contractor of such changes as they occur.

SOLID WASTE DISPOSAL – The Village has negotiated a tipping rate contract with the Marathon County Solid Waste Department. The Village shall pay all tipping fees directly to the county landfill. The hauler will not pay the tipping fees and shall not calculate tipping fees into the bided collection rate. Garbage collected in the Village must be deposited at the Marathon County landfill per the Village's contract with Marathon County.

EXCLUSIVE CONTRACT – It is the express intent of the Village to award an exclusive contract for a five (5) year period commencing January 1, 2016 and ending December 31, 2020 for curbside collection of residential garbage, white goods, and recyclable materials. The contract shall include all single-family and multifamily of two (2) or less units. The contract shall not include multi-family of greater than two (2) units, commercial,

industrial, or institutional properties unless specified. Upon award of the Contract, except for optional additional services, which might or might not be awarded as part of the overall contract, no other firm shall be awarded single-family or two-family refuse and recycling collection services.

NEGOTIATION OF CONTRACT -The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the Village. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the Village and the Contractor.

CONTRACT AWARD OR REJECTION - The Village reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The Village further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best interest of the Village to do so. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Village. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Village to award a contract or pay any costs incurred in preparation of a response nor to procure or contract any services or supplies whatsoever. The Village retains the right to assess whether the person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The Villages decision or judgment on these matters will be final, conclusive, and binding.

CRITERIA FOR CONTRACT AWARD - The award of the contract will be to the Contractor whose proposal is determined by the Village to be in the best interest of the Village. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:

1. Cost - The price of the contract for the residential curbside collection of garage, white goods, and recyclable materials.
2. Experience and Finances of Company - Consideration will be given to those submitters who have performed similar types of work and have the financial means to meet the qualifications of the RFP and the contract.
3. Customer Service Record - Demonstration of low volume of complaints and fast resolution.

4. **Markets - Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.** This requirement can also be met by providing evidence that the Contractor will use a Wisconsin Department of Natural Resources self-certified materials recovery facility (MRF).
5. **Features Exceeding Minimum Specifications - Any features that the submitter can provide the Village that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Village shall be the sole determinant if any feature is of benefit and to what degree.**

CONTRACT CONTENTS - The Village will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:

1. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.
2. **NOTICES** - All notices required by the contract shall be given in writing via certified mail to the Village Administrator or chief executive officer of the Contractor.
3. **NON-ASSIGNABILITY** - The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village President as authorized by the Village Board. Such assignment shall not relieve the Contractor from any obligations, or change the terms of the contract.
4. **INDEMNIFICATION** - The Contractor shall indemnify and hold harmless the Village, its officers and employees from any and all liability, losses or damages, including attorneys fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers compensation claims, in any way resulting from or arising out of the operations of Contractor under this contract, including operations of subcontractors; and the Contractor shall, at his/her own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Contractor shall, at his own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond, letter of credit, or insurance protection required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village

as herein provided.

Nothing in the above paragraph shall be considered to preclude the Village from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to Village property. The Contractor shall do nothing to prejudice the Village's right to recover against third parties for any loss, destruction of, or damage to the Village's property and upon the request of the Village, at the Village's expense, furnish to the Village all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Village in obtaining recovery).

5. INDEPENDENT CONTRACTOR - The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Village. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
6. EQUAL EMPLOYMENT OPPORTUNITY - During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
7. INSURANCE - The Contractor to whom the contract is awarded must provide the Village with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Village of Kronenwetter and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the Village (such as for the provision of a portion of the services requested herein) will be required:

Type of Insurance	Each Occurrence	Aggregate
GENERAL LIABILITY:		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Contractual Insurance - Broad Form	\$1,000,000	\$2,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury & Death	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000

The Contractor shall provide evidence of umbrella or excess liability coverage of \$5,000,000.

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKERS COMPENSATION & OCCUPATIONAL DISEASES: Statutory for Wisconsin.

If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the Contractor.

The Village shall receive written notice of cancellation or reduction in coverage of insurance policy within thirty (30) days prior to the effective date of cancellation or reduction.

Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his/her operations under this agreement.

8. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger the performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverages or letter of credit or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the Village, constitute a breach of the agreement made by acceptance of the Contract, and the Village will be entitled to forfeiture of the letter of credit accompanying the proposal that is required, not as a penalty, but as liquidated damages.

9. **PERMITS AND LICENSES** - The successful Contractor shall obtain, at its

own expense, all permits and licenses which may be required to complete the contract.

10. DUE DILIGENCE - Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village or the compensation to the Contractor.
11. CONTRACT EXTENSION OPTION – At the expiration of the initial five (5) year term the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. At the expiration of the initial two (2) year extension term, the Village reserves the right to request that the Contractor renew and extend this contract for an additional two (2) years. If the Village desires such an extension, the Contractor will be notified no later than 120 days before the expiration of the current term.

Commencing not less than 120 days prior to the commencement of the extension of the contract for both extensions, the Village and the Contractor shall engage in good faith negotiations to develop rates attributable to the forthcoming years in question. Among the factors to be considered shall be increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs, contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this agreement by written notice to the other party 90 days prior to expiration of the current term.

Should the Village select a different contractor at the expiration of the contract or the Contractor is released from the Contract with the Village, the Contractor shall agree to refund, if applicable, to all residents the full purchase price of any refuse tag returned to the Contractor within sixty (60) days after such contract expiration or release from the Contract. The Contractor shall remove existing toters within sixty (60) days from the expiration date or release from the Contract.

12. PERFORMANCE BOND/LETTER OF CREDIT --The Contractor shall furnish to the Village an irrevocable performance bond or letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable banking institution acceptable to the Village to guarantee the faithful performance of the contract. The performance bond or letter of credit shall be payable to the Village and prepared in a format approved by the Village

Attorney. It shall remain in effect for the full term of the contract, including extension periods, and be delivered to the Village within (10) days of the awarding of this contract. The contract shall not be signed until the bond or letter of credit is received and is reviewed for acceptability by the Village.

DRAFT

Section II: INSTRUCTIONS FOR SUBMITTING PROPOSALS

SUBMITTAL OF PROPOSALS - Two (2) copies of this Request for Proposals must be submitted intact in a sealed envelope for the proposal to be considered valid. Proposals must include those items listed below in **Contents** which must be properly completed and signed in ink.

All sealed proposals must be delivered to the Village Administrator, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455, prior to the proposal opening date and time. Proposals must be identified as "Proposal: Village Of Kronenwetter Residential Garbage and Recycling Service" on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner.

PROHIBITED CONTACTS WITH VILLAGE – Any attempt to directly contact and influence any Village Board member, or any Village staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification. If the bidders have any questions on the RFP, the RFP process or the village's expectations, the bidders shall follow the question process as explained in the next paragraph.

QUESTIONS - All questions must be in written form and may be directed only to Ryan Wiesen, Finance Director, Village of Kronenwetter, 1582 Kronenwetter Drive, Kronenwetter, WI 54455 phone (715) 693-4200, fax (715) 693-4202 by Wednesday, April 22, 2015. No other staff will respond to any questions, written or verbal. The questions, and subsequent answers, will be documented and distributed to all RFP recipients. A written response will be provided to all questions by April 24, 2015.

LATE PROPOSALS - Proposals arriving after the specified time (Wednesday, April 29, 2015 at 1:30 PM), whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used.

PROPOSALS BY FAX - Facsimile machine transmitted proposals **will not be accepted**, nor will the Village transmit proposal documents to prospective Contractors by way of a facsimile machine. Proposals should be submitted on the original forms provided by the Village, completely intact as issued.

ERROR IN PROPOSALS - When an error is made in extending total prices, the unit proposal price will govern. Otherwise, the Contractor is not relieved from errors in proposal preparation.

WITHDRAWAL OF PROPOSALS - A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Finance Director prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

QUALIFICATIONS - No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or has failed to perform faithfully any previous contract with the Village.

The person, firm or corporation, if requested, shall present within 48 hours evidence satisfactory to the Village of its performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

TAX-EXEMPT STATUS -- Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying state or local tax. If needed, the Village shall supply the successful Contractor with the Village's tax exemption number.

EXISTING CONDITIONS -- Contractors are cautioned to carefully examine conditions affecting collection, separation, transportation, and other variables which may affect collection of garbage, recyclable, and white goods within the Village. The Village will not advise Contractors as to any conditions referred to. All figures found in this Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. With submission of a proposal, the submitting Contractor understands and recognizes that the estimated figures located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation and that any submitted proposals are final and will not be subject to negotiation during the contract term.

CONTENTS -- proposal must, at a minimum, include the following sheets from this RFP:

1. Cover Sheet
2. Location of Recycling Processing Facilities (Section V)
3. References & Competency -- Description of Firm (Section VI)
4. Contractor Proposed Cost Summary (Section VII)
5. Contractor Certification (Section VIII)
6. List of Subcontractors (See below)

LISTING OF SUBCONTRACTORS - In order that the Village may be assured that only qualified and competent subcontractors will be employed on the project, each Contractor shall submit with their proposal a list of any subcontractors they plan to use and the services the subcontractor(s) will perform. The list must include each subcontractor's name, address, phone, contact person, years of experience, and three references for similar work, as well as required insurance information

Section III:
SPECIFICATIONS AND SPECIAL PROVISIONS

The calendar for the selection process is provided as follows. The Village reserves the right to modify the preliminary selection process calendar:

Release of RFP	April 15, 2015
Deadline – Consultant questions	April 22, 2015
Written response to questions	April 24, 2015
Deadline – submittal of proposals	April 29, 2015
Execute contract	After May 12, 2015

DEFINITIONS & PREPARATION INSTRUCTIONS:

Bulk Materials --Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include beds, sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Chipping --The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting -- The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract -- The following attachments shall be incorporated herein and shall constitute the Contract documents: the Request for Proposal Documents, including all addenda issued, the signed proposal, and any other documents as may be deemed necessary by the Village.

Curbside -- A position located near the driveway between two and five feet from the edge of the street toward the residence is to be used for collection of garbage and recycling materials.

Long Driveway Collection-- Residents who have driveways longer than a typical residential home that wish to place garbage and recycling near their home and not at the curbside.

Household Construction and Demolition Debris -- Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials,

cabinets, carpeting, disassembled household fixtures. Must be cut into (4') lengths, bundled or placed in approved containers not to exceed 50 lbs.

Household -- All single-family and multi-family of two or less units that utilize curbside collection service.

Household Garbage -- All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and light furniture, and similar material. Household garbage shall not include waste from any manufacturing process, construction material, broken concrete, lumber, large rocks, and other similar material.

Garbage Container --

Toter: A two (2) wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automatic lifting mechanism for collection. All toters must be approved by the Village and supplied by the Contractor.

Bundle: Any material allowed under the definition of refuse, such as wood, boxes or other loose items, which do not exceed 5' in lengths or 50 lbs.

Recyclables (also referred to as recyclable materials) -- Materials that have a useful second life in the economic cycle if they are successfully collected, separated, processed and marketed for return to the economic mainstream. Recyclable materials shall include newspapers, wrapping paper, brown paper grocery bags, magazines, telephone books, catalogs, junk mail -- brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences; cardboard, chipboard/paperboard -- cereal boxes, clothing boxes, tissue boxes, shoe boxes, paper tubes, etc.; wet strength carrier stock -- paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage cartons, and clean frozen food packages; soda and beer cases; mixed or miscellaneous paper products -- stationery, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products; tin, steel, and bi-metal beverage and food cans, aerosol cans, aluminum cans, aluminum foil and foil products; plastics #1-5, PET, PETE, HDPE, V, LPDE, PP, 6-12 pack plastic rings; clear, green, blue, and brown glass including bottles and jars; and any other items the Village and the Contractor agree to recycle in the future.

Recyclables Bin --12.5 gallon rectangular or similar durable plastic container, with or without a cover, for the collection of recyclables.

Residential -- Single-Family and multi-family units of two or less units.

Uncollectables -- Toxic, hazardous, radioactive, and bio-hazardous materials such as but not limited to automotive batteries, televisions, prohibited electronics, paint, insecticide, oil, gasoline, antifreeze, or their containers will not be collected.

White Goods -- Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerants gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

GENERAL REQUIREMENTS:

1. **Services Selected** – This proposal requests prices for various options and alternates for garbage and recycling collection. **The Village reserves the right to request the awarded Contractor to implement any one or combination of services and/or alternates outlined below.** The Contractor shall propose to furnish complete equipment, labor, materials and supplies to accomplish all work necessary to complete such contract as may be agreed upon by the Village of Kronenwetter and the Contractor.
2. **Contract Period, Rates, & Termination** - The Village intends to enter into an exclusive five (5) year contract for the curbside collection of residential (single-family and multi-family of two or less units) garbage, white goods, and recyclable materials within the Village of Kronenwetter. The contract period will commence on January 1, 2016, and end December 31, 2020. The contract shall not include multi-family over two-family, commercial, manufacturing, industrial, or institutional properties. It is the intention of the Village to secure a firm price contract for each of the first five years of the contract period and conduct good faith price negotiations commencing no later than August 1, 2020 for years 2021 and 2022 should the village decide to extend the contract by two years. If the village chooses to extend the contact for a second time for an additional two years, the village and contractor shall begin good faith price negotiations for 2023 and 2024 beginning no later than August 1, 2022. Price increases or decreases for the two extension terms shall be based on factors such as increases or decreases in contractor productivity, disposal charges, material and equipment costs, labor costs contractor's level of service, prices paid in comparable communities, and changes in the Consumer Price Index For All Urban Consumers-Midwest. If the parties are unable to agree upon a rate schedule, the current rate shall remain in effect until the agreement terminates and either party has the right to terminate this contract by giving the other party not less than 90 days prior written notice. All proposals shall

be considered on this basis unless specifically noted.

3. **Damage to Streets Prohibited** – The Contractor shall provide collection equipment that will not disfigure or damage Village streets and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees, etc. The Village shall require the Contractor to repair, to the Village's satisfaction and at the Contractor's expense, all damage to Village property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunction, or operator negligence. Contractor shall pay any Village invoice for repair within thirty (30) days.
4. **Day of Collection** – Garbage and recycling pickup shall be performed weekly to all residential units within the Village's corporate limits. Should the Village go with Bid #2 (Alternate #1), recycling pickup shall be performed on a biweekly basis.
5. **Collection Hours** - Collection services by all vehicles will begin no earlier than 6:30 a.m. All collection for each scheduled day shall be completed by 5:00 p.m. Residents shall be required to set out garbage, recyclables, and white goods by 6:00 a.m. on the scheduled day of collection.
6. **Point of Collection** - Collection shall be made at the curbside.
7. **Missed Collection** - 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 Village shall be remedied by the Contractor collecting the materials by 5:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Village to resolve any issues.
8. **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. The Contractor shall, at each service address, neatly return the totes where they were found. The Contractor shall repair or replace at their expense totes damaged as a result of the handling thereof, reasonable wear and tear expected. 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 Village and resident calls and complaints from a timeframe at a minimum of 8 am to 6 pm. Contractor's staff shall be knowledgeable and courteous in answering Village and residents

information requests and resolving resident complaints regarding the collection service. The Contractor shall meet with the Village as often as needed to review Village and resident complaints and resolutions.

9. **Clean-Up on Route** - The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas would require the use of a street sweeper because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within two (2) hours of verbal notification by the Village will be removed by the Village at the Contractor's expense. Contractor shall pay any Village invoice for clean-up within thirty (30) days.
10. **Collection on Holidays** - When the regularly scheduled collection day falls on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, the Contractor shall collect the materials on the next regular weekday after the regular collection day. The collection "weekdays" for both garbage and recycling shall be from Monday through Saturday. Thus, if regular collection is Monday through Friday and if a holiday falls on Tuesday, the collections days will shift to Monday and Wednesday through Saturday.
11. **Improperly Prepared Materials** - When the Contractor encounters improperly prepared material, the following procedure shall be followed:
 - a. On the first occurrence, the Contractor shall pick up all garbage and recyclables and process it properly, except white goods or bulk materials. The Contractor shall complete a formal tag approved by the Village noting the problem and leave it with the resident. The Contractor shall submit with this proposal an example of the tagging system to be used. The address and date shall be documented. Each tag or label shall provide a brief explanation as to why the material was not collected. Example explanations include but are not limited to: improper recycling preparation; garbage not in toter, etc.
 - b. Upon the second and same ensuing occurrence by the same resident, the Contractor shall leave the improperly prepared material, collect any properly prepared material, complete a notice and leave it with the resident. The Contractor shall leave items only when the second offense is regarding the same occurrence and displays the same circumstances as the first offense of improperly prepared materials. The date and address shall be documented.
 - c. The Contractor shall submit with this proposal an example of the tagging system to be used. The Contractor shall supply via email or mail a log

of all notices, including address and error message, to the Village on a monthly basis.

12. Equipment Requirements –

- a. **Safety and Maintenance** - All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Village residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within two (2) hours of verbal notification by the Village or will be removed by the Village at the Contractor's expense.
- b. **Identification** - All collecting equipment shall be clearly identified by affixing the Contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

13. Processing Requirements - Processing of the collected garbage, recyclable, and white goods will be the responsibility of the Contractor.

14. New Service – Upon set up of a new service (service has never existed at this address) the contractor will within one week of the date of notification from the Village provide recycling and garbage toters to the address. Notification shall consist of either a fax or email listing of the address and the date the toters are to be supplied by. If collection is to take place prior to the toters being delivered to the new service, the contractor will accept garbage, recyclables and white goods in whatever manner the new service provides. If Village retains the 12.6 gallon recycling bin service, the bins shall be provided by the Village.

15. Toter Exchange -

- a. **Contract Set-up** –The Contractor shall finance and provide 96 gallon toters to residents for garbage and recycling (should the Village switch from the 12.6 gallon recycling bins to 96 gallon recycling toters). If the village retains the 12.6 gallon recycling bin service, the village will finance and provide the bins to residents. The contractor will be responsible for sending a mailing to all residences in the Village informing them of the process by which they will be receiving their new toters, if a new contractor is selected. This process must begin prior to the January 1st start date of the contract and must be completed by the 31st of January. If collection is to take place prior to a toter being delivered, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide. The mailing to the

residences shall be approved by the Village prior to being mailed.

b. Repair - Upon notification of the need to repair a toter, the contractor will within one week of the date of notification from the Village provide a new toter or repair the existing toter to the address. Notification shall consist of either a fax or email listing of the address and the date the toter is to be supplied by. If collection is to take place prior to a toter being delivered or repaired, the contractor will accept garbage, recyclables and white goods in whatever manner the residences provide.

- 16. Public Education** – Contractor shall on an annual basis work with the Village on a public education program on the benefits of recycling intended to increase recycling rates.
- 17. Long Driveway Collection** – Residents with driveways longer than a typical residential driveway who request to have garbage and recycling picked up near their residence rather than at the curb may be charged an additional fee to be billed and collected by the contractor. This service will be an agreement solely between the contractor and the resident. There are currently 14 customers with long driveway collection service.

Section IV: BASE SERVICE Garbage and Recycling

1. **Program Summary** – Basic residential collection billed as a flat fee, shall include:
 - a. **Garbage and Recyclables** -- Garbage and recyclables that fit in their respective containers.
 - b. **Bulk Materials** --Unlimited items per residence per week. The contractor shall arrange with the resident any additional fee to be paid by the resident to the Contractor for use of this service. See White Goods and Special Collection below.
 - c. **Christmas Tree Collection** – The Contractor shall provide a special curbside collection for Christmas trees for a three (3) week period in late December to early January, the exact dates to be mutually determined by the Village and Contractor. This shall be included in the flat fee in the bid.
2. **Recycling Collection**

Primary Bid: The primary recycling collection service bid shall use a 96 gallon or similar recycling toter and collection shall be on a weekly period.

Bid# 2 Alternative #1: The proposal shall also include an alternative bid with a 96 gallon recycling toter with collection every week weeks (biweekly).

Bid #3 Alternative #2: The proposal shall also include an alternate bid for the use of a 12.6-gallon recycling bin that the village currently uses for recycling services. The recycling service shall be on a weekly basis. It will not be necessary for the Contractor to provide the 12.6 gallon recycling bins. The Village will be responsible for providing the 12.6 gallon recycling bins for replacement bins and new residents.

The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Residents may use their own recycling bins under “Bid #3 Alternate #2”.

- a. **Ownership of Recyclable Materials** - All recyclable materials placed for collection shall be owned by and be the responsibility of the resident until the materials are collected by the Contractor. Once collected, the material then becomes the property and responsibility of the Contractor. The Contractor is responsible for transporting, processing, and marketing the collected recyclable materials. Any non-recyclable material collected shall be disposed of by and at the expense of the Contractor in accordance with federal, state, and local laws, rules, and regulations.
 - b. **Proceeds** - The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the flat rate for recycling collection.
 - c. **Most Favored Nation Clause** -- The Contractor may provide for weekly collection of recyclable materials in addition to those listed in the definition of recyclables. The Village reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal customer within Marathon County. If Contractor plans to collect additional recyclable materials, please indicate below the type of material(s).
 - d. **Bins**. A 12.6 gallon, or similar, durable plastic container must be used by residents to place recyclable materials at the curbside if the Village should go with the bid #3 alternate #2 service using the bins. This does not preclude residents from using their own containers as long as the containers are properly marked. The Contractor shall leave the containers used at the point of collection. The Contractor shall be responsible for any damage caused to such containers by the Contractor, except from weather or normal wear and tear. Additional bins, are for sale by the Village.
- 3. Collection of White Goods** - The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

The Contractor shall advise the resident, when they call for collection, directly of the terms of such collection; i.e. how the materials should be prepared, the date of collection, and the like.

- 4. Special Collections** – The Contractor shall offer a special curbside

collection service for large quantities of garbage including, but not limited to: bulk items, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangements with the Contractor at the resident's request.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, the date of collection, the policy on furnishing advance estimates of charges, and the like. The Contractor shall also, at the request of the Village, collect quantities of refuse or debris left at the curb in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

Dumpsters or other special collection containers may not be placed on a public street or right-of-way.

Spring Cleanup: The Contractor shall pick up bulk items deposited by village residents during the annual "Spring Cleanup" days. Spring Cleanup days take place in the spring for three to seven days. Residents are able to drop off their bulk items, debris, etc. at a central location in the Village. The Contractor will collect and haul to the landfill the bulk items collected during Spring Cleanup days on a daily basis. This is collection from a central location. It is not curbside pickup. The Contractor will work out a separate bill and payment arrangement with the Village for these services. Collection of Spring Cleanup items will not be included in the bid(s).

5. **Toter** - The Contractor shall make available to residents participating in the curbside collection service use of a 96-gallon toter (except for recycling when bins are used in Bid #3). The Contractor shall provide the toters and any other related equipment necessary for collection to the resident. The Village is not requiring that name brand (trademarked) "Toters" be used by the Contractor. The fees, payment and collection process for any additional garbage or recycling beyond that which will fit in the toters will be arranged between the Contractor and resident.
6. **Services for Municipal and Civic Properties** – The Contractor shall provide, at no additional cost, the services described in **Exhibit A**. The fee

for services in Exhibit A shall be calculated into the bids.

The contractor shall collect from the Village public works garage all white goods and bulk items left on Village property. The fees for collection of white goods from the public works garage shall be charge to the Village at the same rates numerated in the bid for white goods to Village residents. The fee for collection charge to the Village for bulk items pickup from the public works garage shall be at equivalent rates as charged to village residents.

7. Data Collection and Reporting –The Contractor shall prepare and submit to the Village quarterly reports. The report shall include, but not be limited to the following information:

- a. Total pounds of garbage, recyclables (by type), and white goods collected each month;
- b. Monthly recycling participation rate divided by the number of residences included in the collection service (participation percentage)
- c. Complaint log

All reports, data, and information, once supplied to the Village, will become the property of the Village to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the Village upon assertion as to its proprietary nature by the Contractor. The Village reserves the right to audit the financial and administrative records of the Contractor as they pertain to the garbage and recycling services in the Village.

8 Informational Brochure –Upon award of the contract and any changes in service, the Contractor is responsible for designing, printing, and distributing a written brochure to each residence describing the collection service as well as provide extra copies as needed for distribution at the Village Municipal Center. The brochure must include a description of collection times, contractor phone number for complaints or missed collections, specific guidelines of what types of materials will be accepted, and the manner in which they are to be prepared, per this proposal and Contract. The brochure must arrive at each residence at least two weeks prior to the date of the new contract. The brochure and its distribution method are subject to the Village's approval. The cost of printing and distribution shall be included in the bided flat rate.

9 Disasters – The Contractor shall be responsible for collecting all garbage items normally collected in the event of flooding or other man-made or natural disasters regardless of the amount of material is generated.

Regular collection times may be waived by the Village in such cases, and the Contractor may have to supply additional equipment to handle the amount of refuse.

- 10 Mixing Prohibited** – The Contractor shall not at any time mix recycling and garbage collected within the Village. Garbage must be deposited at the Marathon County landfill. Recycling materials must be processed as recyclables by the Contractor.

DRAFT

Section V:
LOCATION OF RECYCLING FACILITY

Please provide below information concerning the facility which is intended to be used for the processing of recyclable materials collected at curbside.

NAME ADDRESS OWNER USAGE DATES PROPOSED MARKET OR MRF

DRAFT

Section VI

REFERENCES & COMPETENCY

In order to allow evaluation of Contractor’s capabilities, Contractors are required to supply the information requested below. Each Contractor shall list three municipalities where similar work has been conducted. For each reference, list the contact person’s name, address, and phone number, services provided, and the time period in which the work was completed. **The Contractor shall also attach a written description of the firm including: its history, ownership, services provided, facilities, fleet, clients, etc.**

1.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services Provided

Date of Work

2.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services Provided

Date of Work

3.

Municipality or Agency

Contact Name

Address

(Area Code) Phone Number

Services Provided

Date of Work

Section VII CONTRACTOR COST SUMMARY

The bid shall follow the below format.

Note: The village is not requiring the use of name brand (trademarked) "Toters".

Bid #1 (Primary): 96 gallon garbage toter and 96 gallon recycling toter. This bid shall include both weekly garbage and weekly recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

Bid #2 (Alternate #1): 96 gallon garbage toter and 96 gallon recycling toter. This bid shall include weekly garbage and biweekly (every 2 weeks) recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

Bid #3 (Alternate #2): 96 gallon garbage toter and 12.6 gallon recycling bin. This bid shall include weekly garbage and weekly recycling service.

	Year 1	Year 2	Year 3	Year 4	Year 5
BASE SERVICE					
Garbage Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __
Recycling Monthly Rate/Household	\$ __. __	\$ __. __	\$ __. __	\$ __. __	\$ __. __

White Goods Price Quotation Sheet:

Please provide a five-year price sheet for curbside pickup and disposal/recycling of white goods.

Section VII
CONTRACTOR CERTIFICATION

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the Village of Kronenwetter the item(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.

The estimated figures of service area and eligible households located in the Request for Proposal were gathered using the best data available at the time of the Request for Proposals creation. I further certify and understand that any submitted proposals are final and will not be subject to negotiation during the contract term. I further understand and agree that the prices listed above represent a fixed priced contract for the initial first four years of the term of the contract, commencing January 1, 2016 and ending December 31, 2020 for curbside collection of garbage and recyclable materials. Adjustments to net yearly contract amounts for the last two years of the contract are to be negotiated.

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION:

Name of Authorized Representative

Title Date

Company Name

Street Address

Municipality, State Zip Code (Area Code) Phone Number, FAX

Exhibit A

Services for Municipal Properties

<u>Year Round Locations</u>	<u>Units</u>
Municipal Center 1582 Kronenwetter Drive	1- 2 yard dumpster and 2- 96 gallon recycling carts.
Village Garage North Road	1- 3 yard dumpster and 1-96 gallon recycling cart.
Fire Department 1582 Kronenwetter Dr	1-96 gallon garbage cart and 2-96 gallon recycling carts.
Village Wellhouse 1979 Lea Road	1-96 gallon garbage cart and 1-96 gallon recycling cart.
<u>Seasonal Locations*</u>	<u>Units</u>
Park Department Garage Farmers Market	1- 5 yard dumpster 1 96-gallon garbage cart and 1-96 gallon recycling cart

* Service for seasonal location to start and stop as specified by the Village on a yearly basis