



REQUEST FOR PROPOSAL (RFP)

City of Eagle River
Residential and Municipal Facilities
Garbage and Recycling Service

Becky Bolte – Clerk
City of Eagle River
525 E Maple St
PO Box 1269
Eagle River WI 54521
<https://eagleriverwi.gov>
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I. BID RFP ADVERTISEMENT

**CITY OF EAGLE RIVER, WISCONSIN
PUBLIC NOTICE
REQUEST FOR PROPOSALS (RFP) GARBAGE AND RECYCLING COLLECTION SERVICES**

The City of Eagle River, Wisconsin is soliciting sealed proposals from qualified and experienced contractors to provide municipal and residential garbage and recycling collection services within the City of Eagle River.

SERVICE AREA: City of Eagle River, Wisconsin
APPROXIMATE RESIDENTIAL CUSTOMERS: 677
CONTRACT TERM: Three (3) years, commencing January 1, 2027, with the option for the City to approve renewal terms.

RFP DOCUMENTS:

Complete specifications, requirements, proposal forms, contract documents and instructions to proposers will be available beginning August 31, 2026, from the City of Eagle River website; <https://eagleriverwi.gov> under Resources or from the City Clerk

PROPOSAL DEADLINE:

Sealed proposals must be received no later than:
October 5, 2026 at 4:00 P.M. Central Time
Proposals received after the stated deadline will not be considered.

SUBMISSION OF PROPOSALS

Proposals shall be submitted in a sealed envelope clearly marked:
“RFP – GARBAGE AND RECYCLING COLLECTION SERVICES”
and delivered to:

RFP CONTACT

Becky Bolte, City Clerk
City of Eagle River
525 E. Maple Street • P.O. Box 1269 • Eagle River, WI 54521
(715) 479-8682, ext. 224 • bbolte@eagleriverwi.gov

Sealed proposals will be opened October 6, 2026, at 12:00PM, Central Time
at Eagle River City Hall, 525 E Maple St, Eagle River WI

CITY OF EAGLE RIVER, WISCONSIN
Equal Opportunity Provider and Employer

II. PURPOSE

The purpose of this Request for Proposals is to solicit proposals for the City of Eagle River to select the most qualified contractor to provide weekly Residential Trash Pick-up, bi-weekly Residential Recycling Pick-up for approximately 677 residential locations within the City of Eagle River, and Municipal trash, recycling and dumpster services to approximately ten (10) City property locations. Contractor will provide residents with 48-gallon trash containers and 96-gallon recycling containers, and dumpster sizes and/or containers for trash and recycling based on municipal locations as well as special event requirements. Municipal pick-ups will be based on needs and usage of each location, to be determined in conjunction with City of Eagle River staff.

The City applies a special charge on annual real estate tax bill for residents who opt into the program. The service/cans stay with the property year to year unless opted out by resident at the end of the year. The contractor and city will each maintain a current listing of residential locations for auditing purposes.

The City anticipates executing a three (3) year contract term. The City will have the sole discretion to cancel the contract at any time providing the contractor with 60-day notice.

III. PROCUREMENT TIMETABLE

Event	Date
City Issues RFP	August 31, 2026
Bidder <i>Letter of Intent to Bid</i> Due Date	September 7, 2026 4:00 PM
Bidder Written Questions Due Date	September 14, 2026 4:00 PM
Final Date for City Responses to Questions	September 21, 2026 4:00 PM
Bidder Proposals and any Amendments to Proposals Due Date	October 5, 2026 4:00 PM
Opening of Bids	October 6, 2026 12:00 PM
City Announces Apparent Successful Bidder/Notice of Intent to Award	October 14, 2026
Contract Negotiations and Execution of the Contract Completed	October 28, 2026
Anticipated Start Date for the Provision of Services	January 1, 2027

IV. SUBMITTAL OF PROPOSALS

Proposals must meet all the requirements described in this RFP to be considered.

A copy of the proposal must be submitted received no later than **4 pm, October 5, 2026**, in a sealed envelope plainly labeled with the following information:

- RFP – Garbage and Recycling Collection Services
- Name and Address of the Proposer

Hard copies of proposals can either be mailed or delivered to:

City of Eagle River
Attn: Becky Bolte
525 E Maple St, PO Box 1269
Eagle River WI 54521

V. BACKGROUND AND SCOPE

Background

The City of Eagle River is located in Vilas County with approximately 1,685 citizens within the city limits. Our citizens engage regularly with their local government and demand high quality municipal services and amenities. The current structure allows residents to opt into the residential garbage/recycling pick-up service with an annual charge to their real estate tax bill, through the Eagle River City Clerk. Currently, 677 residents have opted into this program. Residents who request bins larger than the residential contract provides will contract directly with the contractor for the fee difference. In addition to the residential contract, the City has several municipal departments that are sited at a variety of locations within the city limits, to include:

- City Hall,
- Public Works Shop,
- T-Docks Park,
- Silver Lake Beach,
- Golf Course Pro Shop & Restaurant and
- Golf Course Maintenance Shop,
- Light & Water Shop,
- Wastewater Treatment Plant and
- Rotary Square
- 14 downtown trash receptacles on sidewalks

The City provides a curbside yard waste pick-up program 1x in the spring and 2x in the fall with yard waste facility available .5 miles from Pine Street off Loon Lake Road for the contractor to dump curbside yard waste collections. Scheduling by contractor must be done 60 days before event to allow for notices to be generated and distributed by the City to its residents.

Resident Parameters for yard waste curbside collection:

- Put leaves in open plastic bags or clearly marked cans, no boxes, LEAVE BAGS OPEN.
- Please have all yard waste at your curbside or pick-up area by 5:00 AM.
- Place yard waste apart from your regular garbage.
- Tie brush in bundles, NOT over 5 feet long & stack with cut ends facing the same way.
- We will collect CLEAN lumber with a maximum board length of 5 feet long.
- Loose leaves, pine needles and/or unbundled brush will not be picked up.
- Brush and/or logs from removal of entire trees will not be included in this pick-up.
- We CANNOT take treated or painted lumber OR logs over 5 feet long or 4" in diameter.
- The volume limit is 10 yards per stop.

The City of Eagle River is a municipal corporation incorporated in the State of Wisconsin as a fourth-class city. The services requested and any obligations or responsibilities of the City pursuant to this Request for Proposals or any subsequent contract(s) entered into, shall be subject to any requirements or limitations of a City of the Fourth-Class.

VI. DEFINITIONS

The following definitions shall apply throughout:

- a. "City" means the City of Eagle River.
- b. "Bid Proposal" or "Proposal" means the Bidder's proposal, quote or bid submitted in response to the RFP.
- c. "Bidder" means any individual or entity who submits a bid proposal in response to this RFP.
- d. "Contractor" means the Bidder who enters into a contract as a result of this solicitation.
- e. "Deliverables" means all of the services, goods, products, work, work product, data (including data collected on behalf of the City), items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with any contract resulting from this RFP.
- f. "Invoice" means a Contractor's claim for payment. Claims may be submitted on an original invoice from the Contractor.

VII. SCOPE OF WORK

Locations

Trash and recycling locations, unit size and frequency of pick-ups are defined below: Location and/or containers sizes for both trash and/or recycling may be adjusted due to increased and/or decreased usage when requested by the City. All dumpsters must be approved by the City and maintained by the contractor (i.e. must be painted and maintained in a sanitary condition). Should any regularly scheduled pick-up day be missed, pick-up will be made the following day. This service will include providing a truck, driver and fuel necessary to pick up trash from the City. The following are the required deliverables:

DEPARTMENT	LOCATION	UNIT	WASTE FREQUENCY	UNIT	RECYCLING FREQUENCY
Solid Waste 677 Residential Locations	Appendix A	48 gal	weekly		
Recycling 677 Residential Locations –	Appendix A – Recycling currently collected in two zones/alternating weeks			96 gal	Bi-weekly
City of Eagle River City Hall	525 E Maple St	2 yd	weekly	8yd	Every 4 weeks
City Sidewalks – Winter (Off Season) 14 Bins	Railroad and Wall St from Railroad to 2 nd	13 – 65 gal 1 - 96 gal	1-2 times/week		
City Sidewalks – Summer (May-Oct) 14 Bins	Railroad and Wall St from Railroad to 2 nd	13 - 65 gal 1 - 96 gal	M-W-F		
Department of Public Works Shop	1020 N Bluebird	4yd	weekly		

T-Docks/Dyer Park May - October	653 Dyer Park St	2yd	weekly		
Off season Pick-up/Delivery fee	653 Dyer Park St	2yd			
Silver Lake Beach May - October	932 Silver Lake Rd	2yd	weekly		
Off season Pick-up/Delivery fee	932 Silver Lake Rd	2yd			
Light and Water Shop	511 Mill St	2yd	Every other week		
Wastewater Treatment Plant	323 West Division	65gal	weekly		
Golf Course Restaurant April - November	457 McKinley	4yd	weekly	4yd Locking	weekly
Off season Pick-up/Delivery fee or suspend service	457 McKinley				
Golf Course Pro Shop April - November	457 McKinley	2yd	weekly		
On Call Garbage – winter months (Off Season)	457 McKinley	2yd	On call		
Golf Course Maintenance April – November	925 Pleasure Island Rd – Before 8:00AM	2yd	weekly	2yd	weekly
On Call Garbage – winter months (Off Season)	925 Pleasure Island Rd	2yd	On call	2yd	On Call
Spring Yard Waste Bagged Curbside Pick-up	Full Residential Route		1 pick-up annually		
Fall Yard Waste Bagged Curbside Pick-up	Full Residential Route		2 pick-ups annually		

Disposal Requirements

All waste and/or recycling collected from the City shall be delivered to the Hwy G Landfill, 7001 County Rd G, Eagle River, WI. Annual tonnage of solid waste delivered to Hwy G Landfill will be reported to the Clerk no later than February 1 of the following year.

- a. **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals; animal parts; household hazardous waste such as wet paint, pesticides, strong clean air agents; tires; auto batteries; and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits; parts of trees, bushes, and soil; mortar; plaster; concrete; bricks; stone; gravel; sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size, dimension, and shape require more than one man for removal.

- b. **Recycling:** The contractor shall provide a recycling program for the City with allowable commodities being picked up in containers provided to the City and residents through the contractor. The contractor shall provide collection of recyclable materials every other week in conjunction with the collection of household waste. Recycling is currently being picked up every other week with pick-up in one of two zones each week. It shall be single stream and include, at a minimum, newsprint, aluminum, plastic, tin, and cardboard.

Rate Adjustments

- a. **Consumer Pricing Index:** Rates shall be submitted for consideration to the City of Eagle River by the 1st of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers- U.S. City Average - Garbage and Trash Collection.
- b. **Adjustable Fuel Surcharges:** The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12-month period as reported by the U.S. Energy Information Administration. In the event that the average cost of fuel increases over 10%, a fuel surcharge in an amount equal to the cost increase in excess of 10% may be added. Once the rate drops below the 10% threshold the surcharge must be removed. Calculations and adjustments shall occur quarterly, calculated and submitted to City by the contractor.
- c. **Fluctuations in Residential Service Counts:** The residential contract price can be adjusted by the contractor at any time the number of residential units increases or decreases by more than five percent (5%). At the time of this RFP, the residential count is 677. In making such adjustment, the monthly payment will be increased or decreased by multiplying the additional or reduced number of residential units by the unit price. In determining the total residential units, residences which have been unoccupied for a period in excess of ninety (90) days shall not be counted as residential units. Contractor shall have the burden of establishing such increase or decrease.
- d. **Unforeseen Increases:** In the event that the vendors' operational costs are increased due to changes in government regulations or disposal fees, the vendor may submit a request for an increase including a cost analysis that demonstrates proof of need and request will be presented to City Council for consideration.

Customer Service Center

The contractor will operate and maintain a Customer Service Center with the following minimum standards:

- a. Open between the hours of 8:00 AM and 4:30 PM, Monday through Friday, during such time calls must be answered by a Customer Service Representative. During all other times, calls to the Customer Service Center will be received by an answering service or machine.
- b. Contractor must make available a public calendar detailing residential pick-up schedule and update annually, including holiday pick-up deviations. Contractor must make available waste and recycling guidelines.

- c. All residential contract additions/subtractions should be referred to the City Clerk with information being forwarded back to the contractor for bin set delivery/removal.

Recycling Statistics

Contractor will supply City Clerk with total estimated and total actual recycling tonnage and yard waste tonnage for the completion of an annual Recycling Grant application. Estimated tonnage due to Clerk no later than August 31 annually, and Actual tonnage due to the Clerk no later than March 31 annually.

Performance Measures

The Contractor shall provide reliable and consistent collection services on the scheduled dates as communicated to the City and its residents. The Contractor shall provide trash and recycling removal and provide required dumpsters or units at all locations designated by the City and deliver or remove additional units when requested by the City.

Monitoring

Department heads shall notify the City Clerk of any concerns with the contractor's performance. City staff will review invoices for correct charges, and for Scope of Services performance.

Contract Payment Methodology

The Contractor will be paid monthly for all trash and recycling pick-ups. Contractor will provide the City one (1) monthly invoice for each location. Each invoice will consist of: Department, Physical location, Container size, frequency of pick-up/lifts and charges according to the contract agreement. Contractor invoice for monthly residential pick-up locations can be listed as single line items of Residential Waste Pick-up with total unit numbers and Residential Recycling Pick-up with total unit numbers and number of monthly lifts being charged. Example: 1 solid waste lift for 677 residential locations per week. Yard Waste pick-up can be single line item with dates.

VIII. RFP PROCESS

Issuing Officer

The City Clerk is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Bidder.

Becky Bolte, Clerk
Eagle River City Hall
525 E Maple St
P.O. Box 1269
Eagle River, WI 54521
Phone: 715-479-8682 x224
E-Mail: bbolte@eagleriverwi.gov

Restrictions on Bidder Communication

From the issue date of this RFP until announcement of the successful Bidder, the City Clerk is the point of contact regarding the RFP. There may be no communication regarding this RFP with any City employee

other than the Clerk, except at the direction of the Clerk or as otherwise noted in the RFP. The Clerk will respond only to questions regarding the procurement process.

Online Resources

The RFP and any related documents, such as amendments or attachments, responses to questions, and other resources, will be posted on the City of Eagle Rivers website: <https://eagleriverwi.gov>. Bidders should check this website periodically for any amendments to this RFP. The posted version of the RFP is the official version. The City will only be bound by the official version of the RFP. Bidders should ensure that they are referencing the most up-to-date version.

Intent to Bid

The City requests that Bidders provide their intent to bid to the City Clerk by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the Bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the City receive an intent to bid, the City will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to bid. Any costs incurred by the Bidder in the preparation and/or delivery of a Bid Proposal are the sole responsibility of the Bidder. The City may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

Questions, Requests for Clarification and Suggestions for Changes

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals.

Instead, Bidders shall address any perceived ambiguity regarding this RFP through the question-and-answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The City prefers to receive Questions by electronic mail, bbolte@eagleriverwi.gov. The Bidder may wish to request confirmation of receipt from the City Clerk to ensure delivery.

Written responses to questions will be posted at <https://eagleriverwi.gov> by the date provided in the Procurement Timetable.

The City assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP. In addition, the City's written responses to questions will not be considered part of the RFP. If the City decides to change the RFP, the City will issue an amendment.

Submission of Bid Proposals

The Bid Proposal shall be received by the City Clerk by the time and date specified in the Procurement Timetable. The City will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be considered.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the City.

Amendments to the RFP or Bid Proposal

The City reserves the right to amend or provide clarifications to the RFP at any time. Amendments or clarifications to the RFP will be posted to the City's website at <https://eagleriverwi.gov>. In the event of an amendment to the RFP, the City may, in its sole discretion, extend the deadline for receipt of Bid Proposals.

Bidders may amend their Bid Proposal at any time until the deadline for receipt of Bid Proposals. All amendments to Bid Proposals shall be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal in accordance with the Bid Proposal Formatting Section.

Withdrawal of Bid Proposal

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the City Clerk. Requests can be sent electronically, hand delivered or sent via US mail.

IX. IMMIGRATION COMPLIANCE CERTIFICATION

Purpose

The purpose of this policy is to ensure compliance with all applicable federal immigration and employment laws, including the Immigration Reform and Control Act (IRCA) of 1986 and subsequent amendments, by requiring that all contractors performing work for the City of Eagle River verify the legal right of their employees and subcontractors to work in the United States.

Authority

This policy is adopted under the authority of the City Council of the City of Eagle River, pursuant to its power to establish procurement and contracting standards for municipal operations, and in accordance with federal law, including:

- a. 8 U.S.C. §1324a (Unlawful Employment of Aliens)
- b. 8 U.S.C. §1324b (Unfair Immigration-Related Employment Practices)
- c. Executive Order 12989, as amended (Compliance with Immigration Laws in Government Contracts), where applicable

Applicability

This policy applies to all contractors, vendors, and consultants who enter into a contract for goods, services, or construction with the City of Eagle River, including any subcontractors engaged in the performance of such contracts.

Policy Requirements

- a. Verification of Work Authorization
 - All contractors and subcontractors must comply with federal law requiring the verification of the employment eligibility of all employees through completion of Form I-9.
 - Contractors are encouraged to use the E-Verify system operated by the U.S. Department of Homeland Security (DHS).
- b. Certification Requirement
 - Contractors must sign a Certification of Compliance with Immigration Laws as a condition of award or renewal.
 - The certification form shall be included in all City contract documents.
- c. Subcontractor Compliance
 - Contractors shall include a provision in every subcontract requiring compliance with this policy.
 - Contractors are responsible for ensuring that all subcontractors provide equivalent certification.

City's Right to Audit

The City reserves the right to request proof of compliance with this policy at any time during the contract term.

Enforcement and Penalties

Any contractor or subcontractor found to have violated this policy shall be subject to:

- a. Immediate termination of the contract for cause;
- b. Disqualification from bidding on or entering into future contracts with the City for up to three (3) years; and
- c. Any additional remedies allowed under state or federal law.

Severability

If any portion of this policy is found to be invalid or unenforceable, such portion shall not affect the validity or enforceability of the remaining provisions.

Effective Date

This policy shall take effect immediately upon adoption by the Eagle River City Council and shall apply to all contracts executed thereafter.

Approved by the City Council of the City of Eagle River. Adopted November 11, 2025.

X. MANDATORY REQUIREMENTS AND DISQUALIFICATION OF BID PROPOSALS

Bidders must meet these mandatory requirements or will be disqualified and not considered for award of a contract:

1. The City Clerk must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time.

2. The City Clerk must receive the signed Certification of Immigration Compliance
3. The Bidder is not presently debarred, suspended, proposed for debarment, or declared ineligible.
4. Bidder must not have defaulted on any contracts or other agreements for services within the twelve-month period immediately preceding the deadline for submittal of bid proposals.

It is important to maintain fairness to all Bidders in the procurement process. Therefore, Bidders are expected to follow the specifications set forth in this RFP. Bid Proposals may be disqualified for reasons that include, but may not be limited to, the following:

- Bidder initiates unauthorized contact regarding this RFP with employees other than the City Clerk;
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids;
- Bidder fails, in the City's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications;
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures;
- Bidder fails to submit the signed Certification of Immigration Compliance;
- Bidder includes assumptions in its Bid Proposal or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

It is not the City's intent to disqualify Bid Proposals that suffer from correctible flaws. The City reserves the right to determine, in its sole discretion, that accepting a Bid Proposal containing a correctible flaw will not jeopardize the integrity of the bid process or create an unfair advantage to any Bidder. In the event the City waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other contract requirements if the Bidder enters into a contract.

In the event the City, in its sole discretion, determines that a Bid Proposal shall be disqualified, a Notice of Disqualification shall be sent to the contact person at the address listed in the Bidder's Intent to Bid.

XI. BID PROPOSAL CLARIFICATION PROCESS

The City may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the City within the time stipulated at the occasion of the request.

XII. VERIFICATION OF BID PROPOSAL CONTENT AND REFERENCE CHECKS

The contents of a Bid Proposal are subject to verification. The City reserves the right to contact any reference to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications. The City further reserves the right to obtain and consider information from other sources concerning a Bidder or the contents of a Bid Proposal. This information includes, but is not limited to, the Bidder's capability

and performance under other contracts, the Bidder's authority to enter into a contract or to conduct business in the State of Wisconsin, or the reasonableness of the Bidder's proposal. Such other sources may include subject matter experts.

XIII. INSURANCE COVERAGE & BOND REQUIREMENTS

The Contractor shall furnish evidence of all listed Workers Compensation, General Liability, Auto and Umbrella insurance coverages. Certificates of insurance shall be filed with the submitted bid/contract forms with the City of EAGLE RIVER named as an “additional insured”.

Minimum limits of insurance shall be as follows:

1. <u>Workers Compensation Insurance</u>	
Each Accident/Employee	State Statutory Limits
Policy Limit	State Statutory Limits
2. <u>General Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
Fire Damage (Any One Fire)	\$100,000
Medical Expense (Any One Person)	\$5,000
3. <u>Auto Liability Insurance</u>	
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
4. <u>Umbrella Liability</u>	
General Aggregate	\$2,000,000
Each Occurrence	\$2,000,000

Requirement of additional insured status in favor of the City of Eagle River and Waiver of Subrogation in favor of the City of Eagle River.

XIV. USE OF SUBCONTRACTORS/ASSIGNMENT OF CONTRACT

The City acknowledges that the selected Bidder may contract with third parties for the performance of any of the Contractor’s obligations. The City reserves the right to require prior approval for any subcontractor used to perform services under any contract that may result from this RFP. Contract may not be assigned or transferred to another contractor without the written consent of the City.

XV. REJECTION OF BID PROPOSALS

The City reserves the right to reject any or all Bid Proposals, in whole and in part, and to cancel this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the City to enter into a contract.

XVI. OPENING OF BIDS

City shall open all bids received on the date and at the location contained in the Procurement Timetable. Bidder presence is allowed, but not required, at the bid opening.

Only Bidders that have met the mandatory requirements and are not subject to disqualification will be considered for award of a contract.

Opened Bid Proposals become the property of the City and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in applicable law.

XVII. NOTICE OF INTENT TO AWARD

Notice of Intent to Award will be sent to all Bidders that submitted a Bid Proposal by the due date and time. The Notice of Intent to Award does not constitute the formation of a contract between the City and the apparent successful Bidder.

XVIII. ACCEPTANCE PERIOD

The City shall make a good faith effort to negotiate and execute a contract for the provision of the deliverables described herein, provided, however, that no contract resulting from this RFP will be an exclusive contract. If the apparent successful Bidder fails to negotiate and execute a contract within the time frame set by the City in the Procurement Timetable, the City may, in its sole discretion, revoke the Notice Intent to Award and negotiate a contract with another Bidder or withdraw the RFP. The City further reserves the right to cancel the Notice of Intent to Award at any time prior to the execution of a written contract. Neither the Notice of Intent to Award nor any contract executed between the City and the apparent successful Bidder shall create a guarantee of any minimum compensation to be paid to the Bidder. No Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the apparent successful Bidder and the City.

XIX. REVIEW OF NOTICE OF DISQUALIFICATION OR NOTICE OF INTENT TO AWARD DECISION

Bidders may request a reconsideration of either a Notice of Disqualification or Notice of Intent to Award decision by submitting a written request to the City. The City must receive the written request for reconsideration within five (5) days from the date of the Notice of Disqualification or Notice of Intent to Award. The request may be mailed, emailed, or hand delivered. It is the Bidder's responsibility to ensure timely delivery of the request for reconsideration. The request shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requested that the City reconsider a Notice of Disqualification or Notice of Intent to Award more than one Bid Proposal, a separate written request shall be submitted for each. At the City's discretion, requests for reconsideration from the same Bidder may be reviewed separately or combined into one response.

XX. PUBLIC RECORDS

Original information submitted by a Bidder may be treated as public information by the City for purposes of responding to a public records request. Any Bidder who believes that information contained in its Bid

Proposal is confidential and not subject to a public records request may mark such information "Confidential" and provide its rationale for why such information is excepted from public inspection. The City will, in its sole discretion, determine whether such information should be withheld from public inspection. By marking information as confidential Bidder agrees to indemnify City from any claims, actions, or damages, including fees and costs, incurred by City as a result of withholding such information from public inspection.

XXI. COPYRIGHT

By submitting a Bid Proposal, the Bidder agrees that the City may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid Proposal, the Bidder acknowledges that additional copies may be produced and distributed and represents and warrants that such copying does not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

XXII. RELEASE OF CLAIMS

By submitting a Bid Proposal, the Bidder agrees that it shall not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFP.

XXIII. CHOICE OF LAW AND FORUM

This RFP and the resulting contract are to be governed by the laws of the State of Wisconsin and the ordinances of the City of Eagle River. All litigation or actions commenced in connection with this RFP shall be brought and maintained in the Federal, State or County courts of Vilas County, Wisconsin.

XXIV. BID PROPOSAL SUBMISSION: FORMAT AND CONTENT SPECIFICATIONS

Bid Proposal Formatting

Bid proposals shall be divided into two parts: Technical Proposal and Cost Proposal.

1. Transmittal Letter

The transmittal letter serves as a cover letter for the Technical Proposal. It must consist of an executive summary that briefly reviews the strengths of the Bidder and key features of its proposed approach to meet the specifications of this RFP.

2. Table of Contents

The Bid Proposal must contain a Table of Contents.

3. RFP Forms

The following forms must be fully completed:

- Release of Information
- Primary Bidder Detail & Certification Form

- Primary Bidder Certifications
- Subcontractor Disclosure Form
- Cost Proposal
- Certification Of Compliance with Immigration Laws

4. Bidder's Approach to Meeting Deliverables

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section VII (Scope of Work) by first restating the Deliverable from the RFP and then detailing the Bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the City can understand and evaluate the Bidder's approach and should not merely repeat the Deliverable.

Bidders should address any responsibilities that are specifically designated as City responsibilities to the extent that the Bidder's proposal relies upon the completion of said responsibilities in a particular manner or at a particular time.

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.
- If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

5. Bidder's Background and Experience

The Bidder shall provide the following information regarding the Bidder's experience:

- Level of technical experience in providing the types of services sought by the RFP.
- Description of all services similar to those sought by this RFP that the Bidder has provided to other businesses or governmental entities within the last five years.
- Description of experience managing subcontractors, if the Bidder proposes to use subcontractors.
- Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were provided in a competitive environment. People who are currently employed by the City are not eligible to be references.

6. Personnel

The Bidder shall provide the following information regarding personnel: Illustrate the lines of authority in two tables:

- One showing overall operations
- One showing staff who will provide services under the RFP

Information about project manager and key project personnel:

- Include names and credentials for the project manager and any additional key project personnel who will be involved in providing services sought by this RFP. Include resumes

- Include the project manager's experience managing subcontractor staff if the Bidder proposes to use subcontractors.
- Include the percentage of time the project manager and key project personnel will devote to this project on a monthly basis.

Refer to Scope of Work under Section VII on Pages 7-8.

- The Bidder will submit a line-item budget of anticipated direct service costs for the term of the contract, referring to the start date of the contract as the annual date. The budget shall include only the line-item categories listed above.

The City reserves the right to reject any or all bids and award contracts as deemed advantageous to the City.

The award shall be made to the responsible bidder or Contractor with the ability to fulfill the City's contractual needs. Designation as the apparent successful Bidder does not guarantee that a contract will be offered. The City reserves the right at any time to rescind an offer and to withdraw this RFP.

ATTACHMENT I: RELEASE OF INFORMATION

_____ (name of Bidder) hereby authorizes any person or entity, public or private, having any information concerning the Bidder's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in this RFP, to release such information to the City.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances of receiving contract awards from the City or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder agrees to release all people, entities, and the City from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

ATTACHMENT II: PRIMARY BIDDER DETAIL & CERTIFICATION FORM

Primary Contact Information (individual who can address issues regarding this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	
Primary Bidder Detail	
Business Legal Name ("Bidder"):	
"Doing Business As" names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
If Bidder is currently registered to do business in Wisconsin, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If "YES," submit a Subcontractor Disclosure Form for each proposed subcontractor.}	

ATTACHMENT III: PRIMARY BIDDER CERTIFICATIONS

By signing below, Bidder certifies that:

1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:
 - a. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained without change except as set forth in the Contract;
 - b. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
 - c. Bidder has received any amendments to this RFP issued by the City;
 - d. No cost or pricing information has been included in the Bidder's Technical Proposal; and,
 - e. The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP.
2. SERVICE AND REGISTRATION CERTIFICATIONS.
 - a. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin and substitutions of personnel meet acceptable standards as set by the City.
 - b. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the City in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the City and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
 - c. Bidder either is currently registered to do business in Wisconsin or agrees to register if Bidder is awarded a Contract pursuant to this RFP.
 - d. Bidder certifies it is either permitted or will become permitted with the Wisconsin Department of Natural Resources to operate a solid waste collection and transporting service and holds appropriate permit as required by the City Code of Municipal Ordinances.
 - e. The Bidder acknowledges that the City may declare the bid void if the above certifications are false.

3. EXECUTION.

By signing below, I certify that I have the authority to bind the Bidder to the specific terms, conditions and technical specifications required in the City's Request for Proposals (RFP) and offered in the Bidder's Proposal. I understand that by submitting this Bid Proposal, the Bidder agrees to provide services described herein which meet or exceed the specifications of the City's RFP unless noted in the Bid Proposal and at the prices quoted by the Bidder. The Bidder has not participated and will not participate in any action contrary to the anti-competitive obligations outlined in the Additional Certifications. I certify that the contents of the Bid Proposal are true and accurate, and that the Bidder has not made any knowingly false statements in the Bid Proposal.

Signature of Authorized Representative

Date

Title of Authorized Representative

Printed Name

ATTACHMENT IV: SUBCONTRACTOR DISCLOSURE FORM

(Fully complete a form for each proposed subcontractor. If a section does not apply, label it "not applicable." If the Bidder does not intend to use subcontractor(s), this form does not need to be returned)

Primary Bidder ("Primary Bidder"):		
Subcontractor Contact Information (individual who can address issues re: this RFP)		
Name:		
Address:		
Tel:		
Fax:		
E-mail:		
Subcontractor Detail		
Subcontractor Legal Name ("Subcontractor"):		
"Doing Business As" names, assumed names, or other operating names:		
Form of Business Entity (i.e., corp., partnership, LLC, etc.)		
State of incorporation/organization:		
Primary Address:		
Tel:		
Fax:		
Local Address (if any):		
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:		
Number of Employees:		
Number of Years in Business:		
Primary Focus of Business:		
Federal Tax ID:		
If Subcontractor is currently registered to do business in Nebraska, provide the Date of Registration:		
Percentage of Total Work to be performed by this Subcontractor pursuant to this RFP/Contract.		
General Scope of Work to be performed by this Subcontractor, and qualifications		

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement.
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate, and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the City as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor; and,
4. Subcontractor agrees that it will register to do business in Wisconsin before performing any services pursuant to this contract, if required to do so by Wisconsin law.

The person signing this Subcontractor Disclosure Form certifies that he/she is the person in the Subcontractor's organization responsible for or authorized to make decisions regarding the prices quoted and the Subcontractor has not participated, and will not participate, in any action contrary to the anti-competitive obligations outlined in the Additional Certifications.

I hereby certify that the contents of the Subcontractor Disclosure Form are true and accurate and that the Subcontractor has not made any knowingly false statements in the Form.

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

ATTACHMENT V: COST PROPOSAL

The Bidder will submit a line-item budget of anticipated direct service costs for the term of the contract, to include annual price increases, referring to the start date of the contract as the annual date. The budget shall include only the line-item categories listed below.

Refer to Section VII - Scope of Work on Pages 7-8 and Exhibit A – Residential listing, for locations and pick up frequency.

Unit Prices	Per Lift	Per Month	Annually	Annual Year 2	Annual Year 3
48 Gal Residential Solid Waste					
65 Gal Municipal Solid Waste					
96 Gal Municipal Solid Waste					
2 yard Municipal Solid Waste					
4 yard Municipal Solid Waste					
City Sidewalk Qty 14, Solid Waste, Qty 13 - 48 gal Qty 1 - 96 gal					
Roll-Off Fee					
Yard Waste Fee (Per Occurrence (1 Spring, 2 Fall))	Each -				
On Call Rate Dumpster Lift	2 yd -	4yd -	8yd -		
Recycling Weekly and Monthly Rates					
96 gal Residential Recycling					
96 gal Municipal Recycling					
2 yard Municipal Recycling					
4 yard Municipal Recycling					
8 yard Municipal Recycling					
Locking Recycling Container Fee	2 yd -	4 yd-	8 yd -		
Recycling Contamination Charge for Municipal Units					
Lost/Stolen Can Replacement	48 Gal -	65 Gal -	96 Gal -		

ATTACHMENT VI: CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

Project/Contract Title: Residential and Municipal Facilities Garbage and Recycling Service

Purpose

This certification is required as a condition of award or renewal of any contract with the City of Eagle River, pursuant to the City's Policy on Verification of Citizenship or Legal Residency Status for Contractors and in accordance with federal law, including the Immigration Reform and Control Act (8 U.S.C. §1324a–1324b).

Contractor Certification

By signing below, the undersigned contractor hereby certifies that:

1. The Contractor is in full compliance with all applicable federal immigration laws and regulations.
2. The Contractor does not knowingly employ or contract with any unauthorized alien.
3. The Contractor verifies the employment eligibility of all employees through lawful means, including Form I-9 and, where applicable, E-Verify.
4. The Contractor shall require all subcontractors to comply with the same verification requirements.
5. The Contractor understands that violation of this certification constitutes a material breach of contract and may result in termination and disqualification from future contracts.

Acknowledgment and Signature

I hereby certify under penalty of perjury that the foregoing statements are true and correct, and that I am duly authorized to execute this certification on behalf of the Contractor.

Contractor/Company Name Address City/State/ZIP	
Telephone:	Email:
Authorized Representative (Print Name and Title):	
Signature:	
Date:	
Driver's License Number: _____, State of Issue: _____	

ATTACHMENT VII: BID ACCEPTANCE

*** ACCEPTANCE OF THIS BID BY AN AUTHORIZED REPRESENTATIVE OF THE CITY OF EAGLE RIVER DOES NOT CONSTITUTE THE AWARD OF A CONTRACT OR CREATE ANY CONTRACTUAL OBLIGATION. ACCEPTANCE SHALL SERVE ONLY TO AUTHORIZE GOOD-FAITH CONTRACT NEGOTIATIONS BETWEEN THE BIDDER AND THE CITY. NO BINDING AGREEMENT SHALL EXIST UNLESS AND UNTIL A WRITTEN CONTRACT IS NEGOTIATED, APPROVED, AND EXECUTED BY BOTH PARTIES. ***

In compliance with the specifications, the undersigned offers and agrees, if this Bid is accepted within 30 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Entire Block Must Be Completed When a Submitted Bid Is to Be Considered for Award

BIDDER: _____	Date: _____

Company Name	

Street Address of Company	Email Address
_____	_____
City, State, Zip	Contact Name (Print)
_____	_____
Business Phone	24 Hour Telephone Number
_____	_____
Fax	Signature Authorized Representative
_____	_____
Print Name & Title	ATTEST: If a Corporation (Corp Secretary)

Federal Employer ID#	

CITY OF EAGLE RIVER:

ATTEST:

Signature of Authorized City Agent

Title

Date

Signature of City Clerk

Date