DRAFT MINUTES FOR THE VILLAGE OF SHOREWOOD HILLS SERVICES COMMITTEE

Date and Time: **Wednesday, November 20, 2024 – 5:00 pm**
Location: Hybrid - Village Hall (810 Shorewood Boulevard) and via Zoom

1. **Call to Order.** The meeting was called to order by Chair Shabnam Lotfi at 5:00pm.

2. **Roll Call.** Members present: Shabnam Lotfi, Bob Falk, David Logan, Jerry Stein, Charlie Field and Daniel Momont. Chris Petykowski was excused. Staff present: Village Administrator Brian Mooney and Administrative Assistant Julie Wills.

3. **Note Compliance with Open Meetings Law.** Wills noted that the meeting had been posted in compliance with the open meetings law.

4. **Approval of Minutes: June 26, 2024**. Motion by Falk, seconded by Field to approve the minutes of the June 26, 2024 meeting. Motion carried.

5. **Public Comments.** No members of the public were present.

6. **Discussion/Possible Action Regarding Funkhouser's Governance Project Recommendation to Consolidate Committees.** Lotfi updated the committee on the governance project report. The report suggested having fewer standing committees, adding a policy committee level and making use of ad hoc committees and town halls to address specific issues and provide additional communication channels. Projects/ideas could funnel up to policy committee from an advisory committee and then to the Board or down from the Board to have an advisory committee research a project or topic. Ad hoc committees should include residents who have expertise in the issue.

   Mooney noted that the strategic plan is also going to look at how to achieve change and ordinance change may be needed. Lotfi suggested the committee take the initiative but after discussion no action was taken.

7. **Discussion/Possible Action Regarding Facilities/Site Study Summary and Next Steps.** The Facilities study is not complete and additional information is needed from the consultants. There was a general consensus that the Village Hall, Public Works and Police departments being in one location may be the best option although parking and costs may be issues.

8. **Discussion/Possible Action Regarding Website Redesign Proposals.** Lotfi noted that funds had been allocated in the 2024 budget for a website redesign and she requested the committee authorize the administrator to begin the process by signing a contract with a vendor. Two proposals were included in the packet for review but additional detail is required. It was suggested that an online survey be prepared to determine what's most important to residents. Mooney will get additional details and discuss the budgetary impact with the Treasurer. After discussion there was **a motion by Lotfi, seconded by Falk to recommend to the Village Board to authorize contract with either Catalyst or Civic Plus before close of 2024. Motion carried.** An advisory committee was suggested and would interact with the administrator on web design.

9. **Future Agenda Items.** Fields noted several facility maintenance issues, including the boathouse, which need to be addressed.

Chair Lotfi noted that they will meet when needed, not based on a scheduled date.

10. **Adjourn** Motion by Fields, second by Falk to adjourn. Motion carried. Meeting adjourned at 6:35 PM.

Respectfully Submitted,
Julie Wills
Recording Secretary

DRAFT MINUTES FOR THE VILLAGE OF SHOREWOOD HILLS
SERVICES COMMITTEE

Date and Time: **Thursday, June 12, 2025 – 5:30 pm**
Location: Hybrid – Village Hall (810 Shorewood Boulevard) and via Zoom

1. **Call to Order.** Chair Kate Ullsvik called the meeting to order at 5:31 pm.

2. **Roll Call:** Members present: Chair Kate Ullsvik, Bob Falk, Charlie Field, Chris Petykowski, Daniel Momont and Bill Muehl. Excused/Absent: Jerry Stein. Also present Administrative Assistant Julie Wills.

3. **Note Compliance with Open Meetings Law.** Wills confirmed that the meeting was posted in compliance with the open meetings law.

4. **Approval of Minutes: November 20, 2024.** Motion by Falk to approve the minutes of the November 20, 2024 Services Committee meeting. There was a 4-0 vote in favor of approving the minutes.

5. **Public Comments**. No community members were present.

6. **Discussion on Future Services Committee Issues/Topics.** Chair Ullsvik reviewed the memo she prepared for discussion relating to the committee's focus and how the Committee can have the most impact on the community. Members expressed that there is confusion about what the committee's purview currently is and noted that it has changed over the past few years. Falk noted that the board streamlined purchases of equipment by including them in the capital improvement plan (CIP) with final approval given to the village administrator.

   Discussion occurred regarding the types of services the Village provides and how this committee can assist in enhancing them, such as use of the Heiden Haus, composting and green-related services. It was noted that the pool and marina are independent, but the activities provided by these facilities could also be considered. Focusing on facility maintenance and usage and educating residents could be opportunities to expand on.

7. **Update/Discussion Regarding Tom Degen Facilities/Site Study Summary (May 2025 Village Board meeting).** Discussion occurred regarding the facility study done by village resident and local developer Tom Degan. Degan provided the Village Board with a two-part proposal, the first being the needs study and second, project design. The Board only approved moving forward with the facility needs study. The study identified the current Public Works building, with improvements, as being adequate for the Public Works and Police department but the administrative offices would need to remain at the current location until further determinations can be made. The history of the recent FGMA study and other work done to date was also discussed. Funding of any future project will be reviewed by the Village Board. Members noted it would be nice to have input once the project moves forward so they can review what services the new or improved facilities could provide village residents.

8. **Future Agenda Items.** Future agenda items may include information on Green Team activities, including the composting project, the upcoming trash/recycling contract RFP and facility cleaning/maintenance.

9. **Set Next Meeting Date.** The next meeting was scheduled for August 14, 2025 at 5:30.

10. **Adjourn** Motion by Falk to adjourn the meeting. The meeting adjourned at 6:21pm.

Respectfully Submitted,
Julie Wills
Recording Secretary

Village of Shorewood Hills

REQUEST FOR PROPOSALS FOR REFUSE AND RECYCLING COLLECTION SERVICES

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1 PROPOSAL OVERVIEW

1.1 Request for Proposals

The *Village of Shorewood Hills* ("the Village") is seeking proposals for the provision of comprehensive, high-quality refuse and recycling collection services. The Village would like to retain one firm ("Contractor") to provide these services collectively.

The Village intends to enter into a contract with a qualified and responsible firm for such services, and therefore is providing a set of specifications by which such proposals shall be judged. Any Contractor who wishes to furnish a quotation for such services shall submit proposals following the instructions and format of this Request for Proposal (RFP) document.

1.2 Program Design

It is the intent of the Village to obtain proposals for solid waste collection based on the design included in this packet, but any improvements on such program will be considered. Improvements, but are not limited to, collection of additional recyclables, or other such changes included as alternate proposals.

1.3 Proposal Deliver Procedures

Sealed proposals shall be delivered to the office of the Village Clerk, 810 Shorewood Blvd, Madison, WI 53705 by no later than *August 25th, 2025, at 4:00 p.m.* Sealed envelopes should be clearly labeled "Sealed Proposal for Solid Waste Collection, Disposal and Recycling Services", with the following information: Contractor's name and address; date and time of opening. Contractors shall furnish three (2) copies of the proposal. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. The Village Clerk will announce when the specified time has arrived, and no proposal received thereafter shall be considered. No responsibility shall be attached to the Village Clerk or the Village for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the specified time, whether sent by mail, courier, or in person shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after *4:00 p.m. on August 25th, 2025*, will not be accepted regardless of postmarked date or time on the envelope.
Facsimile ("fax") machine transmitted, or electronic proposals shall not be accepted, nor will the Village transmit RFP documents to prospective Contractors by way of a facsimile machine, except for any addenda issued as specified in Section 1.7.

1.4 Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal for a period of thirty (30) calendar days, and such proposal will be binding during that time.

Recipients of this RFP that decline to submit a proposal are requested to notify the Village in writing.

1.5 Proposal Opening Procedures

The opening of all proposals shall commence immediately after the stated delivery date and time above, at *810 Shorewood Blvd., Madison, WI 53705*, and all prices shall be publicly read or posted. All potential Contractors and the public may attend the proposal opening. The Village shall then take all proposals into review. The Village will render a decision within Twenty (20) calendar days after opening of proposals.

1.6 Competency of Contractors

The opening and reading or posting of proposals shall not be construed as acceptance by the Village of the Contractors as being qualified, responsible candidates. The Village reserves the right to independently determine the competence and financial and operational capacity of any Contractor. All Contractors shall cooperate with the Village in its attempts to determine competency.

1.7 Addenda

Any questions regarding this Request for Proposals must be made in writing, and shall be directed to Brian Mooney, Village Administrator, 608-267-2680, bmooney@shorewoodhillswi.gov . The written questions along with the Village's responses, shall be circulated to all known potential Contractors without identifying the party submitting the questions. The deadline for all questions is *August 12th, 2025, at 4:00 p.m*., in order to facilitate preparation of any addenda. Replies and/or addenda will be emailed to all known potential Contractors by *August 18th, 2025, at 4:00 p.m*. Receipt of addenda must be acknowledged in writing. Contractors are responsible for ensuring they have received any and all addenda.

1.8 Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and specification herein. Failure to fully inform themselves as to the conditions and requirements of the services to be provide is at the Contractor's own risk.

1.9 Rejection: Waivers

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

1.10 Award of Contract

The Village will consider a number of factors when deciding which Contractor will be awarded the contract. While price will be the main factor, the Village will not compromise quality of work, variety of services provided, professionalism or ethical considerations when making its decision of who to award the contract to. The Village reserves the right to make the decision of who to award the contract to based on any factors they so choose.

2 GENERAL INFORMATION

2.1 Description of Municipality

The Village of Shorewood Hills is located within Dane County. The Department of Administration's 2025 estimate of population for the entire Village is 2,139. At the time of this Request for Proposals, the Village has:

Residential carts:

- **624 households serviced**

Government carts:

- **(11) 96-gal Trash carts**
- **(14) 96-gal Recycling carts**

Government dumpsters:

- **(1) 2-yard Trash serviced 2x/week**
- **(1) 2-yard Recycling serviced 2x/week**
- **(1) 6-yard Trash serviced 2x/week in the summer, EOW in the off season**
- **(1) 8-yard Recycling serviced 2x/week in the summer, EOW in the off season**

2.2 Description of Municipality Current Refuse and Recycling Collection Program

The Village currently pays its contractor for curbside collection of one refuse cart per unit per week and one recycling cart per unit every week. Each unit is afforded one 35-, 65- or 95-gallon cart for refuse, as well as one 35-, 65- or 95-gallon cart for recycling.

The Village also has two dumpsters (one trash, one recycling) at our Village Public Works Department Building that are emptied twice a week, and one trash and one recycling dumpster located at the Village Pool facility emptied twice a week during the pool operation season, and once a week during the off-season.

The Village also operates 12 public trash receptacles throughout the Village that are emptied weekly by our current refuse contractor.

These terms are base terms from the current contract and will be expanded on in the following specification section.

3 GENERAL INSTRUCTIONS

3.1 Proposal Package

All Sections of this RFP package is integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work.

It is intended that the specifications in Section 4, 5a, 5b, 6a, and 6b shall become part of a written and signed contract with the successful Contractor. In addition, certain operative language in Section 2 and Section 3 shall also become part of this contract.

3.2 Format for Submissions

A properly prepared proposal shall consist of all quotation sheets, accompanying schedules containing the required information, other items as listed in the checklist, and a narrative presentation, accompanied by a signed cover letter of submittal on the Contractor's letterhead. The Letter must be from an officer or employee having the authority to bind

the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in disqualification.

All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or entered in type form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given commodity or service alternative, each relevant blank must have the words "No quotation" entered thereupon.

3.3 Minimum Specifications

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

3.4 Examination of Service Area

Contractors are responsible for completely informing themselves of all the conditions under which service is to be performed. This includes an examination of the service area, including, but not limited to, types of housing, roads, traffic patterns, population density, roads, traffic patterns, collection procedures required, labor required and all other factors which would affect execution and completion of work covered by this proposal.

The Village street maps enclosed with these RFP documents outline the boundaries of the Village. The maps shall govern as the service area of this contract. Any changes to the service area shall be communicated to the Contractor by the Village.

3.5 Contractor Information

The Contractor shall furnish the following information:

1. A list of areas or municipalities in the State of Wisconsin for which the Contractor furnishes or has furnished refuse and recycling collection services for a period of at least one year within the past five years.
2. A list of all facilities to be utilized for disposal and processing.
3. A signed proposal.

4 GENERAL SPECIFICATIONS

4.1 Intent

It is the intent of this contract to obtain through its term timely and efficient collection and disposal or processing of refuse and recyclables from the properties in the Village. The intent of this contract is also to build on the former contract to provide for more services.

4.2 Definitions

For the purposes of this contract, definitions of certain items shall be listed below. Other terms shall be defined within applicable Subsections or should be given their commonly accepted definitions.

1. "Refuse" shall mean all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, plastic containers not included as recyclables; crockery and other containers; cold ashes; furniture, furnishings, and fixtures; textiles and leather; dead domestic animals and domestic animal waste; toys and recreational equipment; and similar items. Refuse shall not include "unacceptable refuse" as listed in Section 5.9. For the purpose of this contract "refuse" and "solid waste" may be used interchangeably.
2. "Recyclables" or "Recyclable Material(s)" shall mean at a minimum newspaper (ONP); corrugated cardboard (including pizza boxes); mixed paper, including magazines, junk mail, and brown Kraft bags; chipboard; other unbleached paper products; coated paper products (i.e. – magazines and catalogs); aluminum cans; steel cans (also known as bi-metal or "tin" cans); glass bottles and jars (only after being rinsed); plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers; plastic low-density polyethylene (LDPE) containers; plastic polypropylene (PP) containers; plastic polyvinyl chloride and (PVC) containers.
3. "Recycling bins" shall mean the 35, 65 or 95-gallon carts provided for automated collection.
4. "Unit" shall mean the following:
    a. Any single-family dwelling which may be a home or single-family portions of a duplex, triplex, or fourplex.
    b. For purposes of Refuse disposal pickup, a unit shall also include a business or commercial property which produces not more than one (1) 95-gallon bin under the automated collection.
    c. With respect to collection of recyclables, a unit shall also include any business or commercial property which produces not more than one (1) 95-gallon bin under the automated collection.

5. "White Goods" means washers, dryers, refrigerators, freezers, dishwashers, water heaters, stoves, furnaces, television sets, microwave ovens, conventional ovens, and similar appliances.
6. "Curbside" shall mean off the street pavement and gutter within two feet thereof. In areas where no curb and gutter are present, it shall mean off the street pavement within two feet thereof.

4.3 Scope of Work

The Contractor shall be responsible for all performance items per the contract, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection and disposal of refuse; and arrangements with processors required to perform and complete the collection and marketing of recyclables.

4.4 Contract Period and Extensions

This Contract shall become effective on *January 1, 2026, and shall remain in full force and effect through midnight of December 31, 2030.*

At the expiration of this term, the Village shall have the option to renew this contract for one (1) year periods up to an additional five (5) year term, and to negotiate the costs for each one (1) year period this contract is extended. The Village shall initiate such extension negotiations by serving written notice to the Contractor at least ninety (90) days prior to the expiration of this contract.

4.5 Compliance with Applicable Laws

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules and regulations governing the collection, disposal, and processing of refuse and recyclables during the term of this contract.

4.6 Taxes, Licenses, Permits, and Certificates

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this contract.

Immediately upon the awarding of the contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the Village, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of the Contract.

4.7 Independent Contractor

The Contractor shall be deemed an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State and local laws.

4.8 Equal Employment Opportunity; Americans With Disabilities Act

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

4.9 Non-Assignment

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any person, firm or corporation without prior written consent of the Village. Such approved assignment shall not relieve the Contractor from its obligations or change the terms of this contract.

4.10 Insurance

The Contractor shall carry general public liability insurance with limits of not less than one million dollars ($1,000,000) for bodily injury, including accidental death, to any one person, and two million dollars ($2,000,000) per occurrence for each accident. It shall also provide property damage insurance with limits of not less than five hundred thousand dollars ($500,000) for each accident.

The insurance coverage shall be written with insurance companies acceptable to the Village. All insurance premiums shall be paid without cost to the Village. The Contractor shall furnish the Village a Certificate of Insurance attesting to the respective insurance coverages for the full contract term. This contract will not be signed with the successful Contractor until final proof of coverage and additional named insured has been received and reviewed for acceptability by the Village Attorney.

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

4.11 Accident Prevention and Notification

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be

exercised at all times for the protection of persons and property. The safety provisions of all applicable laws regulations and building codes shall be observed including safeguards on machinery and equipment, the elimination of hazards and worker safety training.

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

4.12 Damages

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no extra charge to the property owner or to the Village.

If the Contractor fails to do so within a reasonable period of time, the Village may, after expiration of forty-eight (48) hours and after giving the contractor notice in writing proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Such charges shall be deducted from the Contractor's monthly bill.

4.13 Employees and Conduct

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor should further conduct itself both in relations with the Village and its residents in a personable, but professional manner. The Contractor should also act in an ethical manner throughout the term of this contract.

All employees of the Contractor shall be dressed in a neat, professional manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated.

4.14 Non-Performance; Default

If the Contractor fails to observe the established schedule of service for one (1) week, and if such lack of observance is caused by the fault or negligence of the Contractor, and if such lack of observance is not due to extreme weather conditions or other acts of God, strikes, civil disorders, or any other circumstances beyond the control of the Contractor, then the Village shall reserve the right to determine if there has not been sufficient cause

to justify such lack of observance. If in the Village's judgment sufficient cause has not been demonstrated, then the Village shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor that the contract shall be deemed in default if the contractor does not take action to reestablish the schedule within twenty-four (24) hours of said notice. If after the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Contract. The Contractor shall be liable for all costs of such steps from the date of the notice of default. The Village further reserves the right to terminate this contract for such non-performance.

If the Contractor fails to provide or maintain in full force and effect the insurance coverage required at any time during the term of this contract, this shall be deemed default.

4.15 Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the Village, its officers and employees form any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind of nature whatsoever, including reasonable attorney's fees and costs of defense, that the Village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in anyway resulting from, arising out of, in connection with or pursuant to this contact caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the Village, its agents, or employees.

4.16 Office and Point of Contact

The Contractor shall establish and/or maintain an office through which it may be contacted directly, where service may be applied for, where the public and the Village personnel may call in or send inquiries and complaints, and where the public and the Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. These services shall be operated between the hours of at least 8:00 a.m. and 4:30 p.m., Monday through Friday, except during holidays. The Village will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Village for the use of the Village personnel.

4.17 Proper Disposal or Processing

1. General Requirements

   The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and Municipal laws, ordinances, and regulations.

   The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse to a licensed disposal site and shall be responsible for the payment of all tipping fees for refuse. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to suitable processing sites.

   All refuse and recyclables collected shall be removed from the Village as soon as collected, but in any event no later than 7:00 p.m. on the date of collection.

2. Refuse Requirements

   Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted landfill of sufficient capacity for the disposal of refuse.

   The Contractor shall furnish the name and location of the landfill and, if applicable, transfer station intended to be used during the term of this contract. Upon request of the Village, proof that such facilities with all laws and regulations reserve the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the Village in advance of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of refuse collected under this contract.

3. Recycling Requirements

   Throughout the term of this contract, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables or to a market itself.

   The name of the facility(facilities) of the Contractor shall be furnished to the Village. The Village shall have the right to inspect the locations during regular business hours with reasonable notice.

The Contractor shall be responsible for payment of all necessary processing costs for recyclables.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Village's knowledge and authorization. Should such disposal occur without the Village's knowledge and authorization, it may result in administrative action. Upon request of the Village, evidence of appropriate sale of or transfer of title to the recyclables for recycling shall be furnished to the Village.

Contractors shall be required to notify the chair of the Village Public Works Committee if it is readily apparent that a household continually is in violation of the Village's recycling ordinances. The Contractor shall furnish the violator's address and the nature of said violations.

4.18 Days of Collection

The Contractor shall state the day(s) of the week for which it is proposing to provide refuse and recycling collection and furnish the Village with a proposed route map. Collection shall not be performed on Saturday unless a Holiday occurs during the previous five days. Collection shall not be performed on Sunday.

The Contractor shall furnish one (1) refuse collection per unit each week and one (1) recycling collection per unit each week for automated pickup

4.19 Holidays

For the purpose of this contract, the following holidays shall be deemed official holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

The Village agrees to inform residents of the change in schedule due to holidays through local media. No other changes in the weekly schedule will be allowed without prior written consent of the Village.

4.20 Hours and Standards of Collection

The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 6:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances. Failure to comply with the hours of collection as specified above may result in administrative action.

The Contractor's crews shall endeavor to work with as little noise disturbance, and disruption to residents as possible. The Contractor's crews shall not play radios or other sound amplification devices at volumes which disrupt area residents.

The Contractor shall be responsible for collecting refuse and recyclables from the curbside. The Contractor shall not be responsible for collection of items that are not properly placed close to the curb; so that they are easily accessible to the collector. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all refuse and recycling carts at each stop to the general location at which they were found, except that carts shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace at its own expense, any refuse and recycling carts damaged through negligence or improper handling by the collection crew.

The Contractor shall handle all proper refuse and recycling carts with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews into parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner.

4.21 Missed Pick-ups and Complaints

The Contractor shall promptly and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. Failure to resolve any bona fide missed pickup within twenty-four (24) hours after complaint or notification may result in administrative action.

In the event of valid complaints for other incidents, including, but not limited to, spillage, droppings, etc. that are not cleaned up by the crew, the Contractor shall promptly arrange for cleanup within twenty-four (24) hours after notification.

The Village's Public Works Director or his or her designee shall be changed with the responsibility to arbitrate all unresolved service and rate disputes between the Contractor and Village residents. The Director or his or her designee shall have the authority to render a decision that is final and binding on all parties concerned.

4.22 Vehicles

Upon request of the Village, the Contractor shall furnish a complete list of vehicles to be used in servicing this contract. At all times with reasonable notice, the Village shall be

free to inspect any of the vehicles used to service the Contract. The Contractor shall notify the Village of any changes in the number or type of vehicles being used.

All vehicles shall be kept in good working order and appearance at all times during the term of this contract. All vehicles shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed and leak proof. They shall be operated in a way that no refuse or recyclables blows off the vehicle. Should refuse or recyclables blow off the vehicles, it should be immediately cleaned.

4.23 Notifications

Official notifications to the Village, whenever required for any purpose under this contract, shall be made in writing and addressed as follows:

Village of Shorewood Hills, Director of Public Works, 810 Shorewood Blvd. Madison, WI 53705

Official notifications to the Contractor, whenever required for any purpose under this contract, shall be made in writing and sent to the address listed on the Price Quotation sheet.

4.24 Data Collection and Reporting

The Contractor shall collect and maintain accurate data and records and shall submit monthly reports to the Village of pertinent data on the refuse and recyclables collection program, including, but not limited to:

1. Total weight of refuse collected

2. Recycling information per month

4.25 State and County Disposal Legislation

The Contractor shall be aware of the State of Wisconsin and Dane County restrictions on disposal of certain wastes and shall be responsible for compliance with such legislation.

4.26 White Goods

The Village specifications in this RFP include collection of White Goods. The Contractor shall provide a quotation and plan for collection fees if white goods are included in the program as well as a quotation if they are not included in the program.

Proposals must indicate parameters including, but not limited to, what will be picked up, frequency with which items will be picked up, need for the household to make advance arrangements for pick-up, addition in price for pick-up of said goods, number of white goods per household per month to be picked up under proposal and quotations.

4.27 Hauler Transition

Should the Village choose a different hauler at the expiration of this contract, the Contractor shall agree to cooperate with the chosen hauler in effecting an orderly transition.

4.28 Determination of Dwelling Units

The number of units for billing purposes shall be determined by the Village on a monthly basis during the term of this contract and reported to the Contractor in writing. The number of units reported at the end of each month shall be used to determine the billing for the next month.

4.29 Severability

The invalidity of one or more of the phrases, sentences, clauses, or Sections contained in this contract shall not affect the validity of the remaining portion of this contact so long as the material purposes of this contract can be determined and effectuated.

4.30 Attorney's Fees

In the event of litigation between the parties arising out of this contract, the prevailing party shall be entitled to recover in addition to the relief granted, all costs incurred, concluding reasonable attorney's fees.

4.31 Governing Law, Jurisdiction and Venue

This contract shall be construed and enforced in accordance with the laws of the State of Wisconsin, both as to interpretation and performance. Any references to a specific law in this contract shall be considered a reference to any amendment or modification of such law. In addition, any provision required by law shall be deemed to be incorporated herein. The parties consent to the jurisdiction of the Dane County Circuit Court in Dane County, Wisconsin, and with respect to any proceeding arising out of this agreement and agree that any action relating to this contract shall be instituted and prosecuted in the Dane County Circuit Court.

4.32 Successors and Assigns

This contract shall be binding upon the parties, their successors, and assigns.

4.33 Entirety

This contract and any forms or schedules to attached thereto contain the entire contract between the parties as to the matters contained therein. Any oral representations or modifications concerning this contract shall be of no force and effect.

4.34 Change in Service: Amendments

If the Village wishes to change the type of service provided during the term of this contract, including, but not limited to, the type of material collected, the method of handling, the method of collection, the Village shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ninety (90) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in a written agreement executed by the parties.

This contract may be otherwise modified or amended only by mutual consent of both parties by a written agreement executed by the parties.

4.35 Initial Meeting

After the contract has been awarded, the Village and the Contractor shall hold an initial meeting to coordinate and implement the conditions of the contract. Annual meeting shall be held in December with the Village and the Contractor to Discuss and evaluate conditions and work performance per the contract. The Contractor shall also attend "Specific Issue" meetings as requested by the Village.

5 AUTOMATED COLLECTION

5.1 Proposals

The Village intends this section to solicit bids for automated refuse and recycling collection services.

5.2 Automated Refuse Collection

5.2.1 Base Rate

The Village intends that all dwellings pay a base rate for automated refuse collection. This base rate shall include the cost of collection of one 65 or 95-gallon container per week.

5.2.2 Compensation and Charges

The Contractor shall agree to provide the weekly refuse collection service specified in these documents, at the rates shown on Price Quotation, Section 3.

Payment obligations of the Village must be invoiced, and invoices shall be sent to the Village, to the attention of the Finance Department at the address listed in section 1.3.

The Contractor shall include the number of units and the price per unit on every invoice.

5.2.3 Refuse Bins

The 65 or 95-gallon containers discussed in Section 6a.1 will be provided by the Contractor. The Contractor will be responsible for distributing the carts to the residents.

The carts should be returned to the Contractor in the same condition as of the date of distribution, with reasonable wear and tear. The Contractor will replace any container damaged by them. The resident will be liable for any damage to carts not damaged by the Contractor.

5.2.4 Landfill Tipping Fee

Contractors shall specify the name and location of the landfill to be used to dispose of refuse. All current tipping fees shall be included in the prices listed in Price Quotation, Section 3.

5.2.5 Collection Standards

In order for a unit to be collected, each such unit shall be properly prepared. Proper preparation shall mean all refuse is contained within the 95-gallon container provided by the Contractor. The Contractor should include in the proposal the means by which large household items, white goods and tires shall be accounted and paid for.

5.2.6 Bulk Material

The Contractor should include in its proposal a plan that will allow each unit to discard certain bulk items, including, but not limited to, white goods, tires, and large household items. The Contractor should provide the number of each type of good that a unit can discard; the method by which the Contractor will dispose of the good; the additional price for this type of optional person on the unit price; and the method for scheduling such pick up with the Contractor.

5.3 AUTOMATED RECYCLING COLLECTION

5.3.1 Base Rate

The Village intends that all dwellings pay a base rate for recycling collection. This base rate shall include the cost of collection of one 65 or 95-gallon recycling cart each week.

5.3.2 Recycling Containers

The Contractor will supply the residents with the 65 or 95-gallon recycling carts. The Contractor will be responsible for distributing the carts to the residents. The Contractor will replace any container damaged by them. The resident will be liable for all missing carts and all damaged carts if the damage is not caused by the Contractor.

5.3.3 Single Stream Collection

The Contractor shall collect the recycling "single stream" which means that the resident will not have to separate each different recyclable commodity. Residents will be able to recycle: aluminum, glass, plastic, tin, cardboard, newspaper, junk mail, envelopes, and most other mixed paper.

The Contractor will provide a flyer outlining the plan for single stream service.

5.3.4 Data and Record Collection

The Contractor shall collect data and provide the Village with a monthly status report on the recycling collection containing the following information:

1. Total weight of each recyclable material commodity collected that month;
2. Comments on marked conditions, the collection program, and other pertinent issues;
3. The addresses of units who continually fail to place out recyclables for collection.

6 CHECKLIST OF SUBMITTALS

____ Narrative presentation

____ Signed cover letter of submittal on the Contractor's letterhead

____ Signed proposal form

____ Completed Price Quotation sheets

____ List of Wisconsin Municipalities Served

____ Recyclable Material Collection List

____ Listing of Facilities

____ Proposed Collection Days

____ Certificate of Insurance (required upon Contractor selection, but before contract signing)

PRICE QUOTATION

3. AUTOMATED REFUSE COLLECTION FOR THE MUNICIPALITY

Refuse collection pricing per unit per month to be provided by the base amount including the collection of one 95- gallon cart per unit every week.

AUTOMATED REFUSE COLLECTION

	Base Rate
Container Supplied By	Contractor
Volume	95 Gallons

2026 (price/unit/month)	$
2027 (price/unit/month)	$
2028 (price/unit/month)	$
2029 (price/unit/month)	$
2030 (price/unit/month)	$

4. AUTOMATED RECYCLING COLLECTION FOR THE MUNICIPALITY

Recycling collection pricing per unit per month to be provided for the base amount, including the collection of one 95-gallon cart per unit every week.

AUTOMATED RECYCLING COLLECTION

	Base Rate
Container Supplied By	Contractor
Volume	95 Gallons
2026 (price/unit/month)	$
2027 (price/unit/month)	$
2028 (price/unit/month)	$
2029 (price/unit/month)	$
2030 (price/unit/month)	$

5. COLLECTION OF ADDITIONAL ITEMS

Additional items to be collected on a per-item or per-yard basis.

ITEM	***2026***	***2027***	***2028***	***2029***	***2030***
White Goods, with refrigerants					
White Goods, without refrigerants					
Car Tire, without rim					
Truck Tire, W/out rim (>18" Dia.)					

Additional refuse, per cubic yard					
Construction & Demolition Waste, per cubic yard					
Other					

6. CONTRACTOR CONTRACT INFORMATION

Contact Name: _____

Contractor Name:_____

Street Address:_____

City, State, and Zip Code: _____

Telephone: _____

PROPOSAL

Having examined this Request for Proposals, including the Proposal Overview, General Information, General Instructions, General Specifications, Automated Refuse Collection Specifications, Automated Recycling Collection Specifications and tables, and having become familiar with the requirements herein, the undersigned hereby submits and makes part of the contract the following proposal.

The undersigned, through its authorized representatives, hereby certifies that:

The Contractor understands and accepts the terms and provisions of the contract as provided in this Request for Proposals.

The Contractor has reviewed this proposal and has found it to be accurate in all material respects.

The Contractor's representative is authorized to submit this proposal.

The Contractor understands that the figures quoted in the proposal are to be used by the City in determining the most advantageous proposal.

The Contractor has familiarized itself with the nature and extent of the Proposal, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost or furnishing of the work.

This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; the Contractor has not solicited or induced any person, firm or corporation to refrain from bidding; and the Contractor has not sought collusion to obtain for itself any advantage over any other Contractor or over the Village.

Signed By: _____
Title: _____
Date: _____
Company: _____
Address: _____ Phone:_____
_____