

REQUEST FOR PROPOSAL (RFP)

**RECYCLING SERVICES
(3 YEAR AGREEMENT)**

**POSTING DATE:
MARCH 30, 2017**



**RESPONSE DEADLINE:
APRIL 19, 2017
11:00 A.M. CENTRAL TIME (CT)**

**TO:
PAUL MULLARD, CHAIRMAN
IRON COUNTY RECYCLING COMMITTEE
300 TACONITE STREET
HURLEY, WI 54534
(715) 561-4865**

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I. BACKGROUND

Iron County is requesting proposals for recycling services running from **June 1, 2017 through May 31, 2020** for the following locations: See **“Scope of Services”** below.

Notwithstanding any other provisions of the RFP, Iron County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Iron County or its taxpayers.

It is further within the right of Iron County to reject proposals that do not contain all elements and information requested in this document.

Iron County shall not be liable for any losses incurred by the contractor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the contractor. Any proposal received will become the property of Iron County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	March 30, 2017
RFP questions due by 11:00 a.m.	April 12, 2017
RFP questions answered by 4:30 p.m.	April 14, 2017
RFP responses due from potential vendors by 11:00 a.m.	April 19, 2017

III. RFP DUE DATE

Proposals shall be submitted to the Iron County Recycling Committee Chairperson by no later than **11:00 a.m. central time on April 19, 2017**. Proposals shall be clearly labeled **RFP Recycling Proposal** and submitted to the location/address listed below.

Delivery Address for Hand Delivery, USPS, UPS, Fed X:

Paul Mullard, Chairman
Iron County Recycling Committee
300 Taconite Street, Suite 101
Hurley, WI 54534

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 11:00 a.m. CT, April 12, 2017, via e-mail to lori.prenderville@da.wi.gov. Clearly mark the e-mail **“Questions Recycling.”** Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Iron County website www.co.iron.wi.gov on April 14, 2017, not later than 4:30

p.m. CT. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 561-5671.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

The proposal must include the following:

- | | |
|---------------------------------|--------------|
| ▪ Recycling Tabulation Sheet | Attachment A |
| ▪ Statement of Understanding | Attachment B |
| ▪ Addendum Sheet, if applicable | Attachment C |

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Iron County. Vendors previously established with Iron County may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. PROPOSAL FORMAT

Proposals shall be typewritten on standard 8½" x 11" paper. Larger paper is permissible for charts, spreadsheets, or similar documents. All parts, pages, figures, and tables should be numbered and clearly labeled.

VII. SCOPE OF SERVICES

Iron County is requesting proposals for recycling services for three (3) years, starting on **June 1, 2017 through May 31, 2020**. Successful vendor is required to provide certain containers and to empty all containers according to the schedule below.

MERCER:

2553 W. County Rd. J.

- 1 – 42 Yard Single Sort Container (County Owned) – On Demand
- 5 – 8 Yard Containers (Vendor to Provide) – Weekly

6600 Miller Road

- 1 – 8 Yard Container (Vendor to Provide) – Monthly

HURLEY:

606 3rd Avenue

1 – 42 Yard Single Sort Container (County Owned) – On Demand

4 – 8 Yard Containers (Vendor to Provide) – Weekly

SHERMAN:

3065W Hwy 182
Park Falls

3 – 8 Yard Containers (Vendor to Provide) – Weekly

SAXON:

Clement Road

2 – 8 Yard Containers (Vendor to Provide) – Every Other Week

Vendor agrees to provide 42 yard “switch-out” containers at no charge to Iron County while emptying the County’s 42 yard containers at both the Hurley and Mercer sites.

Vendor also agrees to provide trucks compatible with County-owned containers.

VIII. CONTRACT TERMS

The vendor may provide a contract to be approved by Iron County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to Attachment D.

IX. FINANCIAL VERIFICATION

Vendor’s financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Iron County reserves the right to reject Proposals based on information obtained through these background checks.

X. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

Vendor shall have current DNR collection and transportation (C&T) license and shall comply with s. NR 502.06 and s. NR 544.05, Wis. Adm. Code.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Iron

County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Iron County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Iron County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

WORKERS COMPENSATION INSURANCE:

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Iron County in any way.

AUTO LIABILITY INSURANCE:

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

GENERAL LIABILITY INSURANCE:

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Iron County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

WAIVER OF SUBROGATION

Insurers shall waive all subrogation rights against Iron County on all policies required under this section.

INSURANCE CANCELLATION NOTICE

Iron County will be given a 30 day notice in advance of cancellation, non-renewal, or material change in coverage.

PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Iron County prior to the execution of the contract.

XI. PROJECT CHANGES

Iron County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XII. ATTACHMENTS

Recycling Tabulation Sheet, Attachment A
Statement of Understanding, Attachment B
Addendum Sheet, Attachment C
Sample Contract, Attachment D

**ATTACHMENT A
RECYCLING (3 YEAR AGREEMENT)
TABULATION SHEET**

MERCER:

2553 W. County Rd. J.

1 – 42 Yard Single Sort Container (On Demand)

\$ _____/Haul

\$ _____/Ton Processing

5 – 8 Yard Containers (Weekly)

\$ _____/per month

6600 Miller Road

1 – 8 Yard Container (Monthly)

\$ _____ per month

HURLEY:

606 3rd Avenue

1 – 42 Yard Single Sort Container (On Demand)

\$ _____/Haul

\$ _____/Ton Processing

4 – 8 Yard Containers (Weekly)

\$ _____ per month

SHERMAN:

3065W Hwy 182

Park Falls

3 – 8 Yard Containers (Weekly)

\$ _____ per month

SAXON:

Clement Road

2 – 8 Yard Containers (Every Other Week)

\$ _____/per month

**ATTACHMENT B
RECYCLING (3 YEAR AGREEMENT)
STATEMENT OF UNDERSTANDING OF PROPOSAL**

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals RFP Recycling Services and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Iron County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed;
- (e) We acknowledge and accept all the terms and conditions included in the RFP; and
- (f) I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

**ATTACHMENT C
RECYCLING (3 YEAR AGREEMENT)
ADDENDUM SHEET**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____	Initials _____
Addendum #2 _____	Initials _____
Addendum #3 _____	Initials _____
Addendum #4 _____	Initials _____
Addendum #5 _____	Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Iron County.

Name _____
Signature _____

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.co.iron.wi.gov, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Iron County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Iron County at 715-561-5671 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Iron County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Iron County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

PAUL MULLARD, Chairman
Iron County Recycling Committee

Date