



April 30, 2014

**REQUEST FOR PROPOSALS
FOR ACCEPTANCE OF CITY OF WAUSAU YARD WASTE**

The City of Wausau is seeking a five-year commitment from one or more landowners in close proximity to the City to receive and process the grass clippings, leaves, pine needles, small twigs and branches, and garden debris that are dropped off at the City's yard waste drop-off site located on Chellis Street.

The successful contractor MAY also need to accept **SOME of the leaves** collected during the City's fall leaf pick-up activities. To minimize City costs, the leaves were taken to several different sites depending upon where they were collected in the City. Therefore, only some of the leaves from the fall leaf collection program may be taken to the successful contractor's site, depending upon how close the contractor's site is to the leaf collection areas. Again, the City may transport some of the leaves to the successful bidder's property but will probably not transport all of the leaves collected.

Once the yard waste is delivered to the contractor, the material becomes the property and responsibility of the contractor.

Before entering into a contract with the City to receive and process yard waste, the contractor must have all necessary Wisconsin Department of Natural Resources permits and any local zoning permits.

Contractors interested in responding to this RFP should review and complete the enclosed draft proposal. Please note that financial compensation for this activity has been left blank in the proposal.

As such, the contractor can:

- Offer to have the City deliver the yard waste material to the contractor's site at no cost to the City;
- Offer to have the City deliver the material to the contractor's site and the contractor will pay the City an annual fee or a fee based on a per cubic yard of material delivered to the contractor's site;
- Offer to have the City deliver the material to the contractor's site and have the City pay the contractor an annual fee or a fee based on a per cubic yard of material delivered.

The City is also open to the contractor picking up the yard waste at the City's Chellis Street yard waste drop-off site and the contractor can also:

- Offer to pick up and transport the yard waste material to the contractor's site at no cost to the City;
- Offer to pick up and transport the yard waste material to the contractor's site and the contractor will pay the City an annual fee or a fee based on a per cubic yard of material picked up by the contractor;

- Offer to pick up and transport the yard waste material to the contractor's site and have the City pay the contractor an annual fee or a fee based on a per cubic yard of material picked up by the contractor.

Individual contractors may submit more than one proposal for this yard waste processing service.

Note that the draft proposal is structured to allow the contractor to request payment from the City and also to pay the City for the yard waste. A third option allows the contractor to provide an alternative proposal, such as transporting the yard waste from Chellis Street. It is anticipated that the City, through its Board of Public Works, will accept the yard waste processing proposal that offers the lowest cost and best service to the City.

Interested contractors should complete the attached draft proposal and include with it any other conditions or suggestions pertinent to their proposal. Proposals may be mailed to Brad Marquardt, Director of Public Works and Utilities, Wausau City Hall, 407 Grant Street, Wausau WI 54403 or hand delivered **but must be received in the office of Brad Marquardt no later than 9:00 a.m. on Tuesday, May 20, 2014.** The proposal should be submitted in a sealed envelope identified on the outside as "Yard Waste Processing Proposal". It is anticipated that the City will meet with one or more prospective contractors and execute an agreement by early June for accepting and processing the yard waste.

If you have any questions, please call Ric Mohelnitzky, Department of Public Works Superintendent, at (715) 261-6960.

The City of Wausau Board of Public Works RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO AWARD A CONTRACT IN THE BEST INTERESTS OF THE CITY.

**DRAFT PROPOSAL
FOR ACCEPTANCE OF YARD WASTE MATERIAL**

This agreement made this _____ day of _____, 2014, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City", and _____, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, City currently has an ordinance requiring separation of yard waste from recyclable and non-recyclable solid waste by all residents of City, and

WHEREAS, Contractor agrees to accept yard waste from the Chellis Street yard waste drop-off site and some of the leaves from City's fall leaf pick-up program and to utilize and/or process the yard waste in strict accordance with a solid waste processing facility plan or land-spreading plan as approved by the Wisconsin Department of Natural Resources (DNR) and other applicable State, Federal, and Local regulations, ordinances, and guidelines, and

WHEREAS, Contractor is taking the yard waste because it is beneficial to its agricultural, landscaping, composting, or other operations, and

WHEREAS, City wishes to be protected from problems which might result from the yard waste or from the processing of the yard waste, and Contractor, in return for the yard waste, agrees to provide the City with a hold harmless and other assurances required by the City.

NOW THEREFORE, the parties hereto agree as follows:

1. Contractor agrees to accept from City all yard waste generated by City residents and deposited at property owned by Contractor which is located at _____. "Yard waste" is herein defined as material which consists of and includes grass clippings, leaves, pine needles, garden debris, brush, branches less than one inch in diameter, sawdust, wood chips and other organic products generated from residential exterior yards and gardens. Yard waste does not include branches greater than one inch in diameter, tree limbs, tree stumps or intact root balls.
2. Contractor recognizes that there is value to this yard waste and that Contractor is receiving this value. **City agrees to pay Contractor** the sum of _____ (per year or per cubic yard) to accept and process all yard waste from the Chellis Street yard waste drop-off site and any leaves from the City's leaf pick-up that may (at City's option) be delivered to contractor. The fee shall be paid by City in six monthly installments beginning May 1 of each year of this contract. If the contract is based on the volume of material dropped off, the payment schedule will be revised to reflect that change.

OR

Contractor recognizes that there is value to this yard waste and that Contractor is receiving this value. **Contractor agrees to pay City** the sum of _____ (per year or per cubic yard) to deliver yard waste and Contractor shall accept and process all yard waste from the

Chellis Street yard waste drop-off site and any leaves from the City's leaf pick-up that may (at City's option) be delivered to contractor. The fee shall be paid by Contractor in monthly installments beginning May 1 of each year of this contract. If the contract is based on the volume of material dropped off, the payment schedule will be revised to reflect that change.

OR

Alternative Proposal:

3. Contractor agrees to comply with all Wisconsin Department of Natural Resources requirements and other Federal, State and Local requirements relative to the storage, processing, and utilization of the yard waste and any byproduct materials.
4. Contractor agrees to provide an all-weather, year-round truck access to the site for City trucks from March 15 through December 1 of each year of this contract. Maintenance of said access is the sole responsibility of Contractor.
5. Contractor agrees to indemnify and hold City, its employees, agents, officers, and officials, whether hired, appointed, or elected, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses (including reasonable attorney's fees and costs of defense), suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained by them or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any person and/or real property damage, or by reason of any other liability imposed by law upon the above referenced entities and/or individuals, specifically including liability for environmental damage, as the result of and/or due to Contractor's actions in storing and/or utilizing the yard waste and/or as a result of and/or due to the presence of the yard waste on the demised premises, and/or due to the existence of this agreement.
6. Contractor agrees to release City, its employees, agents, officers, and officials, whether hired, appointed, or elected, from and against any and all judgments, damages, losses, costs, claims, expenses (including reasonable attorney's fees and costs of defense), suits, demands, actions and/or causes of action of any kind or of any nature which may be sustained by them or to which they may be exposed by reason of injury or injuries to anyone or of the death or deaths of anyone, or by reason of any person and/or real property damage, or by reason of any other liability imposed by law upon the above referenced entities and/or individuals, specifically including liability for environmental damage, as the result of and/or due to Contractor's actions in storing and/or utilizing the yard waste, and/or as a result of and/or due to the presence of the yard waste on the demised premises, and/or due to the existence of this agreement.
7. This agreement shall be terminable at the will of either party upon one year's notice. Such notice shall be sent as directed below by certified mail:

TO CITY:

TO CONTRACTOR:

Toni Rayala, Clerk

City Hall

407 Grant Street

Wausau, WI 54403-4783

8. **The term of this agreement shall be for five (5) years, from June 1, 2014, through December 31, 2019.**

CITY OF WAUSAU:

BY: _____
James E. Tipple, Mayor

BY: _____
Toni Rayala, Clerk

CONTRACTOR:

BY: _____
(Contractor signature)

(Witness signature)

BY: _____
(Contractor, print)

(Witness print)