

City of Racine
Official Notice #18-2023 REVISED
Invitation for Bid (IFB) Contract #2024027
Landfill Services – Transfer Station



12/20/2023	Published in Newspaper Published Online
12/22/2023	Published in Newspaper
01/03/2024 by 2:00pm	Questions due via email
01/05/2024	Addendums Posted
01/08/2024 10:00am	DUE DATE Bid proposals received after this time will not be considered
Method of submittal	City of Racine Purchasing – DemandStar ONLY https://network.demandstar.com/agencies/wisconsin/city-of-racine-purchasing/procurement-opportunities/01dc3f5c-ed8d-466f-9fa8-3f31a8e08705/
Contact information:	City of Racine Purchasing 730 Washington Ave. Room 105 Racine, WI 53403 Office: 262.636.9143 Fax: 262.636.9100 Email: monica.santos@cityofracine.org Website: http://www.cityofracine.org/purchasing

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: Waste Management of Wisconsin, Inc.

Name: Peggy Slind

Address: W132 N10487 Grant Drive

City, State, Zip: Germantown, WI 53022

Phone: 262-212-6077

Email: pslind@wm.com

1. General Information

The City of Racine is accepting formal bids for **Landfill Services - Transfer Station Via Demandstar**.

The City of Racine is the sole judge of the suitability of all bidders and reserves the right to reject any and all parts of the proposal that is not in the best interest of the City of Racine. The City of Racine, in its sole discretion and without cause, may terminate this Request, Purchase Order or Contract, in whole or in part, at any time without incurring liability to the bidder for lost profits, or any other costs of damages.

Bidders are reminded to carefully examine the bid and specifications upon receipt. If necessary, bidders should make a written request by the due date to the Purchasing Agent for interpretation or corrections of any ambiguity, inconsistency or error discovered. Bidders are cautioned not to change any of the terms or conditions in the bid and/or specifications without the written approval of the Purchasing Agent. Any unauthorized changes will be constitute a counter offer and will subject the bid to rejection.

All bidders shall verify if any addenda for this project have been issued. Addenda, if any, will be posted on DemandStar. A bidder who fails to address addenda in its proposal may be deemed non-responsive.

This contract is for a one-and-one-half (1.5) year term from July 1, 2024 through December 31, 2025 with option to be renewed for two (2) additional one-and-one-half (1.5) year periods providing both parties agree to the extension under the condition that the price may be renegotiated and all other terms, conditions, and specifications remain the same. Notification to the City of the desire to extend, including any price change request, shall be given by the Contractor at least ninety (90) days before the contract expiration date. Additional work may be assigned if negotiated and agreed upon.

All financial and contractual commitments by the City are subject to the availability of funds as approved in the budget and by the Common Council.

DBE/MBE/VBE/WBE are encouraged to bid.

2. General Questions

Have you performed any work for the City of Racine in the past?	YES
Are you able to perform work for the State of Wisconsin?	YES
Are you part of any of these program(s)	
Disadvantage Business Enterprise (DBE)	NO
Minority Business Enterprise (MBE)	NO
Women's Business Enterprise (WBE)	NO
Veteran Business Enterprise (VBE)	NO

Cooperative Purchasing

Would you be willing to extend the pricing from any contract that may result from this bid to other V.A.L.U.E./WAPP members of local government entities in the Wisconsin area?	NO
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3. Racine Works Program (RWP)

The "Racine Works Program (RWP)" is a preferential hiring program used by the City of Racine to help residents of the City gain access to employment opportunities on City construction or City funded projects. The Racine Works Program is designed to promote employment of City residents as part of a contractor's workforce on some City construction projects.

The City of Racine RWP procurement policy promotes the utilization of local workers and maximization of the economic impact of annual operating and capital project spending.

Bidders and contractors shall satisfy the City of Racine Ordinance Section 46-41 if applicable.

4. References

As a part of properly completing the bid, provide the names, addresses, phone numbers and contact persons for a minimum of two companies or municipalities for which the bidder has satisfactorily performed related work within the past five (5) years.

Company Name: City of Milwaukee

Address: 841 North Broadway, Room 620, Milwaukee, WI 53202

Contact Person: Rick Meyers

Phone Number: 414-286-2332

E-mail: rmeyer@milwaukee.gov

Company Name: City of West Allis

Address: 6300 W McGeoch Avenue, West Allis, WI 53219

Contact Person: David Wepking

Phone Number: 414-302-8832

E-mail: dwepking@westalliswi.gov

Company Name: Village of Shorewood

Address: 3801 N Morris Blvd, Shorewood, WI 53211

Contact Person: Leeann Butschlick

Phone Number: 414-847-2653

E-mail: lbutschlick@villageofshorewood.org

5. Proposal

Please provide pricing on a per ton basis inclusive of taxes and fees for **the first** one and one-half years, July 1, 2024 through December 31, 2025:

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 – December 31, 2025	\$41.00/ton

Landfill location: Metro Recycling and Disposal Facility, 10712 S 124th Street, Franklin, WI 53132

Please provide pricing on a per ton basis inclusive of taxes and fees for ~~three and one-half years from July 1, 2024 through December 31, 2027:~~

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 – December 31, 2027	\$ /ton

Please provide pricing on a per ton basis inclusive of taxes and fees for ~~five and one-half years, July 1, 2024 through December 31, 2029:~~

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 – December 31, 2029	\$ /ton

6. Background/Scope of Work

The City of Racine (City) is currently in the process of constructing a municipal solid waste and recycling transfer station and anticipates it will be operational no later than July 1, 2024. The City requires disposal services at a licensed solid waste landfill. Disposal services under this scope of services is anticipated to be valid for a one, three, or five-year period.

The City of Racine has generated the following waste quantities, averaged over the last four years:

Municipal solid waste	28,000 tons
Street sweepings	1,300 tons

The City plans to collect residential municipal solid waste at its transfer station starting on or about July 1, 2024. Municipal solid waste will be hauled via compacted tractor/trailor on a daily basis by a private contractor to a licensed solid waste landfill.

The City is requesting that BIDDER provide pricing for disposal of City-collected and privately hauled municipal solid waste. Price to be inclusive of taxes and fees.

The pricing shall be valid from opening of the City of Racine Transfer Station on or about July 1, 2024 and be based on a one and one-half, three and one-half year, or five and one-half year municipal solid waste cost per ton. For multiple-year contracts, the City of Racine and the successful bidder shall mutually agree on an annual escalator based on the Consumer Price Index.

7. Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret" defined in State of Wisconsin Statutes may be held confidential. Proposers shall seal separately and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record. To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all proposals will be available for review in accordance with such laws.

Email: publicrecords@cityofracine.org

8. Indemnification and Insurance Requirements:

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Racine, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- b) Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)

Limits -The Contractor shall maintain limits no less than the following:

- a) General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Racine) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.

- c) Umbrella Liability- One Million dollars (\$1,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a) The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
- b) The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- c) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
- d) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
- e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- f) Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
- g) Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

- h) The general liability policy shall cover bodily injury and property damage liability, owned and nonowned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Racine. At the option of the City of Racine, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Racine of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

END OF DETAILED SPECIFICATIONS

**Waste Management of Wisconsin, Inc.'s ("Contractor") Potential
Issues in City of Racine, WI ("City") RFP**

Created by Legal Dept. on January 4, 2024

Page #	Section	Description of Potential Issues/Concerns
		Transfer Station – Landfill Services
2	1. 5 th paragraph	Contractor reserves the right to negotiate additional terms besides price of any extension.
3	2. Cooperative Purchasing	Contractor takes exception to participating in any cooperative purchasing program
3	3. Racine Works Program	Parties acknowledge that this section to be removed because it is not applicable to the services being provided by Contractor.
5	Proposal	Contractor reserves right to adjust rates and impose charges as set forth in its proposal.
6	6. Background/Scope of Work-3 rd paragraph	Contractor reserves right to adjust rates and impose charges as set forth in its proposal.
7	8. Indemnification – 1 st paragraph	Contractor's indemnification obligations to the City shall be for damages occurring during the term of the Agreement to the extent caused by Contractor's negligent acts, Contractor's breach of the Agreement or Contractor's violation of Law.
7	8. Indemnification – 1 st paragraph	Remove the word, "sole" in line 13.
8	Coverage (b)	Contractor's policy is issued on Form CA0020.
9	f)	30 days' notice will be provided
10	Deductibles and Self-Insured Retentions	Contractor takes exception to the City having the option to reduce or eliminate deductible or self-insurance retentions. Delete the second sentence in this paragraph.
	Additional Provision	Add definition. . "Unacceptable Waste" means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment of facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times
	Additional Provision	Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign

Page #	Section	Description of Potential Issues/Concerns
		Transfer Station – Landfill Services
		governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

**BIDDER'S
CERTIFICATION**

I hereby certify that all statements herein are made in behalf of:

Waste Management of Wisconsin, Inc.

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of: Wisconsin

a partnership consisting of: _____

an individual trading as: _____

of the City of _____ State of _____

that I have examined and carefully prepared this proposal from the plans and specifications and have checked the same in detail before submitting this proposal; that I have full authority to make such statements


and submit this proposal in its (their) behalf, and that said statements are true and correct

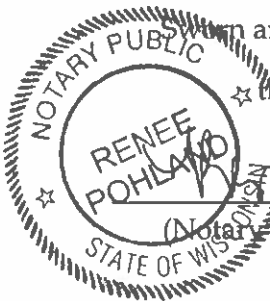
SIGNATURE: 

TITLE: President

Witnessed and subscribed to before me

☆ this 5th day of JANUARY 20 24.


(Notary or other officer authorized to administer oaths)



SEAL:

My commission expires 1/27/2025

City of Racine
Purchasing Department
 730 Washington Ave Room 105
 Racine, Wisconsin 53403
www.cityofracine.org/purchasing



City of Racine, Wisconsin

Monica G. Santos
 Purchasing Agent
 Office: (262) 636-9143
 Fax: (262) 636-9100
Monica.Santos@cityofracine.org

To:	Notice to all Vendors
From:	Monica G. Santos, Purchasing Agent
Solicitation:	Official Notice #18-2023 Landfill Services Transfer Station
Addendum Issued:	January 4, 2024
RFP Response Due Date:	January 8, 2024 at 10am CST via DemandStar

The purpose of this Addendum is to clarify questions received from Proposers. All requirements of the proposal documents remain unchanged except as cited herein. Information contained in this Addendum will be included in any subsequent contractual agreement between the City and the successful bidder (s).

Question 1:

I received 3 DemandStar emails, 2 for the MSW and street sweepings and one for the recycling bid. I wanted to confirm I wasn't missing something and confirm that I should have received just 2 bid emails and the 2nd MSW and street sweepings was just a duplicate.

Answer:

Yes...you should have gotten two emails...
 One for the Landfill Services and One for Recycling Services.

Clarification:

Revised bid document is posted to DemandStar (changes in red) and also noted below:

Page 2

Part 1 – General Information

This contract is for one-and-one-half (1.5) year term from July 1, 2024 through December 31, 2025

Page 3

Part 3 – Racine Works Program

Racine Works Program does not apply to this contract

Page 5

Part 5 – Proposal

We added Landfill location to the bidders proposal
 We removed the pricing per ton for December 31, 2027
 We removed the pricing per ton for December 31, 2029

5. Proposal

Please provide pricing on a per ton basis inclusive of taxes and fees for **the first one and one-half years, July 1, 2024 through December 31, 2025:**

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 - December 31, 2025	\$ /ton

Landfill location: _____

~~Please provide pricing on a per ton basis inclusive of taxes and fees for three and one-half years from July 1, 2024 through December 31, 2027:~~

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 - December 31, 2027	\$ /ton

~~Please provide pricing on a per ton basis inclusive of taxes and fees for five and one-half years, July 1, 2024 through December 31, 2029:~~

Waste Type	Cost per Ton
Municipal Solid Waste: July 1, 2024 - December 31, 2029	\$ /ton

We have a street sweeping yearly tonnage listed
However, you should ONLY bid on the MSW portion.

6. Background/Scope of Work

The City of Racine (City) is currently in the process of constructing a municipal solid waste and recycling transfer station and anticipates it will be operational no later than July 1, 2024. The City requires disposal services at a licensed solid waste landfill. Disposal services under this scope of services is anticipated to be valid for a one, three, or five-year period.

The City of Racine has generated the following waste quantities, averaged over the last four years:

Municipal solid waste	28,000 tons
Street-sweepings	3,200 tons

The City plans to collect residential municipal solid waste at its transfer station starting on or about July 1, 2024. Municipal solid waste will be hauled via compacted tractor/trailer on a daily basis by a private contractor to a licensed solid waste landfill.

The City is requesting that BIDDER provide pricing for disposal of City-collected and privately hauled municipal solid waste. Price to be inclusive of taxes and fees.

The pricing shall be valid from opening of the City of Racine Transfer Station on or about July 1, 2024 and be based on a one and one-half, three and one-half year, or five and one-half year municipal solid waste cost per ton. For multiple-year contracts, the City of Racine and the successful bidder shall mutually agree on an annual escalator based on the Consumer Price Index.

Acknowledgment of Addendum

(To be returned with your response)

I Peggy Slind, as an authorized representative of
Waste Management of Wisconsin, Inc. have received this Addendum, I fully
understand and will comply with all the information contained within this Notice.

Signed:  Date: 1/5/2023