



LA CROSSE COUNTY
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La Crosse County Solid Waste Department

Request for Proposal

Container Hauling Services

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Section 1-Request for Proposal (RFP) Overview

1.1 Overview

The La Crosse County Solid Waste Department, herein referred to as the County, seeks to select a vendor to provide container hauling and emptying services for the La Crosse County Landfill. The contract is for three years beginning in August 15th, 2023 to August 15th, 2026.

Section 2-Proposal Submittal Timeline

2.1 RFP Schedule

The following is a list of dates for certain activities related to the RFP process:

- Release of RFP.....July 7th, 2023
- Optional Vendor Meeting.....July 13th, 2023 2:00 PM
- Deadline for approved vendors to Submit Proposals.....July 27th, 2023 at 1:00 PM
- Public Works and Infrastructure Committee.....August 7th, 2023

Vendor Meeting: July 13th at 2:00 PM. Questions regarding the RFP will be addressed during this meeting. The County may provide oral clarifications, explanations, or responses to inquiries; the County is not bound by any oral representation. Vendors must provide an email address to receive the meeting invitation.

Primary Contact:
Jackie Davis, Operation’s Coordinator
Cell: (608) 790-1944
jdavis@lacrossecounty.org

Secondary Contact:
Jadd Stilwell, Director, Solid Waste Department
Direct: (608) 785-9769
jstilwell@lacrossecounty.org

2.2 Request for Proposals Location and Amendments

This RFP is posted on the La Crosse County website. The County reserves the right to amend this RFP at any time. In the event it becomes necessary to amend, alter or delete any part of the RFP, changes to the RFP will be posted on the website. It is the vendor’s responsibility to be aware of amendments that are posted on the website. The address is: <https://www.lacrossecounty.org/RFP/default.htm>.

2.3 Contacts Regarding Questions:

Only those Contacts listed in one or more sections of this RFP may be contacted to discuss this RFP.

Procurement process questions:

Bryan Jostad
Purchasing Manager, Finance Department
(608) 785-5879
Jostad.Bryan@co.la-crosse.wi.us

2.4 Submission of Proposals

RFP shall be submitted in complete original form. No faxed or emailed proposals will be accepted. The RFP shall be sealed and marked **“Container Hauling Services Bid”**. Interested vendors shall submit one (1) copy of their proposal **in a paper form.**

or (1) copy in an electronic format (jump drive)

or via Demand Star procurement website. The DemandStar website is a procurement notification, document distribution and proposal collection website. Vendors must register on-line at <https://network.demandstar.com/>. Please call DemandStar at 1-866-273-1863 with questions.

Sealed proposals must be delivered no later than July 27th, 2023, at 1:00 PM

**Solid Waste Department
C/O Jadd Stilwell, Director
3200 Berlin Drive
La Crosse, WI 54601**

Proposals received after the above date and time will be returned unopened.

2.5 Opening of Proposals

Proposals received in compliance with this RFP will be publicly opened at 1:05 PM, July 27th, 2023, in the following location:

La Crosse County Landfill, 3200 Berlin Drive La Crosse, WI 54601

At that time, the names of vendors who submitted a proposal(s) will be announced. Announcement of the names of the vendors who submitted a proposal(s) is not a guarantee that the proposal otherwise complied with the specifications of this RFP.

2.6 Ownership of Proposals

Proposals submitted on time becomes the property of the County upon submission, and the proposal will not be returned to the vendor. By submitting, the vendor agrees that the County may copy the proposal for purposes of facilitating the County's evaluation.

2.7 Other Information

Vendors may submit any other information that is not described in this RFP that would be beneficial to the County. If in the interested vendor's opinion, the County has overlooked anything material or relevant, such item(s) may be brought to the County's attention and be included in the proposal for consideration.

2.8 Public Records Law

All proposals are subject to the Wisconsin Public Records Law.

2.9 Public View of Proposals

To the extent permitted by law, it is the intention of the County to withhold the contents of the proposals from public view, until such times as competitive reasons no longer require non-disclosure, in the opinion of the County. At that time, all proposals will be made available in accordance with the Wisconsin Public Records Law. It is intended that proposals will be withheld until after the RFP process has been completed.

2.10 Incurred Costs

The County is not responsible for any costs incurred by the vendors in the preparation of a response to this RFP.

Section 3-Terms and Conditions

3.1 The County reserves the right to accept or reject any or all proposals or portions thereof without stated cause.

3.2 The County reserves the right to re-issue any requests for proposals.

3.3 Upon the selection of a finalist vendor, the County by its proper officials, employees, or agents shall attempt to negotiate and reach a final agreement with this vendor. If the County, for any reason, is unable to reach a final agreement with this vendor; the County reserves the right to reject such vendor and negotiate a final agreement with the vendor who has the next most viable proposal. The County may also elect to reject all proposals and re-issue a request for proposal.

3.4 Clarification of proposals: The County reserves the right to obtain clarification of any point in a vendor's proposal or obtain additional information.

3.5 The County is not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the County.

3.6 The County reserves the right to waive any formalities, defects, or irregularities in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the County.

3.7 The County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.

3.8 The Vendor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Vendor, or its (their) agents and / or sub-contractors which may arise out of or connected with activities covered by this contract.

3.9 The selected vendor shall not subcontract or assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

3.10 No reports, information, or data given to or prepared by the firm under contract shall be made available to any individual or organization by the firm without the prior written approval of the County.

3.11 Should the selected vendor merge or be purchased by another individual or firm contract continuation would be at the County's option.

3.12 Insurance

3.12.1 Vendor agrees that in order to protect itself as well as the Purchaser and La Crosse County, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Vendor will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

- Workers' Compensation: minimum amount statutory
- Comprehensive General Liability: \$500,000 per occurrence and in aggregate for bodily injury and property damage

- Excess Liability coverage: \$500,000 over the General Liability

3.12.2 The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, the Vendor will furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall within five (5) working days cause notice in writing thereof to be given to Vendor by certified mail, addressed to its post office address. Purchaser shall cooperate with Vendor and its attorneys in defense of any action, suit or other proceedings.

Section 4 - Background

La Crosse County is the hub of a regional solid waste management system that serves residents, businesses and industry in this County, and in several surrounding counties in Wisconsin, Iowa, and Minnesota. Our system provides reuse, resource recovery, recycling and disposal services, in addition to programs designed to reduce the toxicity of various waste streams. Most of these services are managed at the La Crosse County Solid Waste Facility. Resource recovery activities are conducted at the Xcel Energy waste-to-energy facility on French Island. The services offered by our system are consistent with the State of Wisconsin's preferred waste management hierarchy. As a publicly owned, privately-operated system, we are focused on managing waste locally. This full-service approach is vital to our environmental and economic sustainability.

Section 5 – Scope of Work

5.1 Emptying of containers within Landfill

Cable and rail roll-off containers owned by La Crosse County in varying sizes from 10 to 40 cubic yards are to be emptied of waste in the County Landfill and returned to their respective locations on a regular basis. It is the haulers responsibility to pick up and empty containers as needed, at the request of the Solid Waste staff. It is the responsibility of the Solid Waste staff to monitor the containers and contact the hauler Monday through Friday during business hours. The County will utilize phone or email to notify the hauler. Every effort will be made to notify the hauler each afternoon for morning emptying, or each morning for afternoon emptying, whenever possible. However, due to the inability to forecast large incoming citizen loads, the contracted hauler can expect some short notice calls, meaning the County may need service in less than two hours.

5.2 Emptying of containers offsite

Metal Recycling Roll-Off containers at the facility will be taken offsite to the designated metal recycling facility(s) currently Runde Metal Recycling in Holmen, WI (Vendor subject to change as needed by County). It is the haulers responsibility to pick up and empty containers as needed, at the request of the Solid Waste staff. It is the

responsibility of the Solid Waste staff to monitor the containers and contact the hauler Monday through Friday during business hours. Hauler will inform metal recycling facility that container is from the landfill to ensure correct invoicing.

Yard waste (Currently Green Earth Composting) or Freon containers (Currently Runde Metal Recycling) will be taken to their respective facilities and then returned to designated places at the landfill. It is the haulers responsibility to pick up and empty containers as needed, at the request of the Solid Waste staff. It is the responsibility of the Solid Waste staff to monitor the containers and contact the hauler Monday through Friday during business hours.

Tires with Rims container will be taken to Runde Metal Recycling for recycling. It is the haulers responsibility to pick up and empty containers as needed, at the request of the Solid Waste staff. It is the responsibility of the Solid Waste staff to monitor the containers and contact the hauler Monday through Friday during business hours. Hauler will inform metal recycling facility that container is from the landfill to ensure correct invoicing.

5.3 Community Service Program Containers

The Department partners with area organizations to provide proper waste disposal and hauling services at no charge to the user. The program prioritizes individuals whose health and home are at risk, environmental groups, and community improvement projects. The Hauler will be responsible for dropping empty County owned Roll-Off containers at designated locations within La Crosse County as requested by the County. The County will then notify the Hauler when the container is ready to be picked up. The Hauler will be responsible for emptying the container of waste in the County Landfill and returning the container to the line up in the Container Storage Yard.

5.4 Emergency Dumping by Alternative Hauler

The County reserves the right to allow another hauler to dump a container(s) and pay that hauler the contracted sum to dump, when necessary, if the contracted hauler is unable to meet the scheduled demand in an emergency situation.

5.5 Temporary Staging of Hauler Container

Due to the nature of haulers visiting the landfill on a variable schedule, it is possible to coordinate the emptying of the hauler's load and the emptying of the County's containers in the same trip. The hauler may drop and exchange containers, utilizing the designated space near the citizen's area to stage the empty roll off while dumping the County containers.

5.6 List of Containers at the Facility

This list is subject to change as County needs change. Containers may be added or removed at the discretion of the County.

1. Citizen’s area: Onsite disposal: (5 Roll-Off containers)
Offsite Disposal: (4 Roll-Off containers)
2. Shingle Processing Pad: Onsite disposal: (2 Roll-Off containers*)
Offsite Disposal: (1 Roll-Off container)
3. Landfill Active Area: Offsite Disposal: (1 Roll-Off container)
4. Household Hazardous Materials Facility: Onsite disposal: (1 Roll-Off container*)
Offsite Disposal: (1 Roll-Off container)
5. Community Service Containers: Offsite Staging (8 containers)*

*The following containers must be weighed at the Landfill scale before unloading in the Landfill.

5.7 Invoicing

Hauler shall invoice La Crosse County on a monthly basis. Invoice will include Xcel spreadsheet (or similar) denoting dates and areas for each billed pull. Each invoice shall denote the date and name of each container that was serviced as seen in Attachment A. County reserves the right not to pay any invoice issued after 30 days. Invoiced will be accepted via email or paper copy.

5.7 Vendor Capabilities

Vendors shall describe their capabilities in **Section 7**, such as number of trucks available to service the landfill, and number of employees available at any given time during the day able to respond to calls from the landfill. Also, please describe ability to respond to a short notice response time.

Section 6 – Evaluation

6.1 Hauler shall complete and submit a **Section 7 Fee Schedule** on page 10 for services and submit.

6.2 La Crosse County will evaluate the proposals using the criteria described below.

Category	Points
Vendor Capabilites	100
Cost	100
Response Time Ability	50
Evaluation Total	250
Vendor History	0 to -15

6.3 Vendor History with La Crosse County

The services requested in this RFP are crucial to an important public service performed by the La Crosse County Solid Waste Department. As part of this evaluation, a vendor may have up to 15 points subtracted based on the vendor’s historical integrity

regarding health and safety policies as part of the Hauler's permit. Vendors with no previous history will be scored a zero.

6.4 Evaluation

The proposals will be reviewed by an evaluation team. Each proposal shall receive an evaluation.

6.5 Final Approval of Vendor

The evaluation team will make a recommendation to the Public Works and Infrastructure Committee on August 7th, 2023.

Section 7 – Acknowledgments and Fee Schedule for submittal

Vendor acknowledges the requirements of Section 5.7 (Circle one): Yes/No

Capabilities:

Business Name: _____

Number of Trucks: _____

Number of Employees: _____

Short Notice Response (Circle one): Yes/No

Fee Schedule – Please bid areas of interest. Services are broken down into two types: Group A on-site services and Group B off-site services. Vendors are required to bid EITHER the entire group (A and B combined) OR Group A or B.

For bidding the following graph is representative of the types and quantities of pulls during the previous contract. The data was collected from actual pulls during June 2022 to May 2023. The County does not guarantee these volumes of pulls moving forward and the information is only for reference purposes.

Month June 2022 - May 2023	Group A-Onsite Containers		Group B-Off Site Containers	
	Direct to Landfill	Scale Weight Required	Metal, Compost, Tires with Rims	Community Service
June	65	15	13	4
July	66	17	12	0
August	65	14	9	0
September	70	14	12	0
October	62	15	11	0
November	56	17	5	0
December	53	8	1	0
January	45	5	0	0
February	41	6	0	0
March	57	8	1	0
April	58	17	6	0
May	76	18	8	3
Total Pulls	714	154	78	7
Average Pulls/Month	59.5	12.83	6.5	0.58

FEE SCHEDULE

Bid Group A-Onsite Containers		Cost per container, per load	OR	Lump Sum (Cost for all containers annually)
Direct to Landfill (No-weighing Requirement)				
Scale Weight Required				

Bid for Group B-Onsite Containers		Cost per container, per load	OR	Lump Sum (Cost for all containers annually)
Containers to Metal Recycling				
Containers to Compost Facility				

		Cost per container, per mile
Community Service Program Containers		

Bid for Combined Services (Group A and B)		Cost per container, per load	OR	Lump Sum (Cost for all containers annually)
Direct to Landfill (No-weighing Requirement)				
Scale Weight Required				
Containers to Metal Recycling				
Containers to Compost Facility				

		Cost per container, per mile
Community Service Program Containers		