



Request for Proposals (RFP)

Solid Waste and Recycling Collection and Disposal Services Town of Grafton, Ozaukee County, Wisconsin

PROPOSALS DUE: Noon on Thursday, September 17, 2026

1. General Information

1.1 Request for Proposals

The Town of Grafton ("Town") is seeking proposals for comprehensive, high-quality weekly and biweekly single stream recycling and solid waste collection and disposal services for residential properties within the Town, commencing **January 1, 2027**.

The Town intends to enter into a Contract with one entity ("Contractor") to provide these services, and is furnishing a set of specifications the Town will use to assess such proposals. Any Contractor desiring to submit a proposal for these services shall comply with the instructions and requirements of this Request for Proposals ("RFP") document.

1.2 Definitions

Words, phrases and terms as used in this RFP and the ensuing Contract shall have the following meanings:

a. **"Contract"** refers to the future negotiated agreement between the Town and Contractor for the provision of Solid Waste and Recyclable Materials services, the final details of which the Town and Contractor will negotiate in reaction to this RFP.

b. **"Household Unit"** refers to all residential dwelling units, up to and including four-family residential dwellings, located within the legal boundaries of the Town. For the purpose of the Contract and all Contractor proposals, a single-family residential dwelling shall count as one (1) Household Unit, a two-family residential dwelling counts as two (2) Household Units, a three-family residential dwelling counts as three (3) Household Units, and a four-family residential dwelling counts as four (4) Household Units.

c. **“Multi-Family Dwelling”** refers to a residential dwelling unit consisting of five or more residential dwelling units.

d. **“Solid Waste”** refers to any garbage, refuse, or other discarded or salvageable materials resulting from residential activities by Household Units within the Town, including but not limited to, domestic waste, garbage, construction waste, and carpeting. The term “Solid Waste” expressly excludes any Recyclable Materials, hazardous waste or other hazardous materials as defined in WIS. STAT. § 291.05.

e. **“Recyclable Materials”** includes items such as waste tires, aluminum containers, glass containers, plastic containers, steel containers, steel and aluminum containers for carbonated and malt beverages, corrugated papers and container boards, foam polystyrene packaging, magazines and similarly printed papers, newspapers and similarly printed papers.

1.3 Negotiation of Contract and Right to Reject or Waive

Proposals submitted by Contractors in response to this request for proposals will form the basis for further negotiations with the Town. The Town reserves the right to reject any and all proposals. The Town may negotiate the terms of the Contract, including the award amount, with the selected proposer prior to entering into a Contract. If the Town cannot successfully conclude Contract negotiations with its preferred proposer, the Town may negotiate a Contract with its next preferred Contractor.

1.4 Contact Person

Questions regarding the proposal or services should be directed, in writing, to: Brandy Loveland Seelow, Town Clerk, Town of Grafton, P.O. Box 143, Grafton, WI 53024, or clerk@townofgraftonwi.gov

1.5 Criteria for Award of Contract

The Town will award the Contract to the Contractor whose proposal the Town determines is in the best interest of the Town and its residents. Although price will be a factor, the Town will not compromise quality of work, professionalism and other ethical considerations when deciding a Contractor to award the Contract. The Town will award the Contract to the Contractor whose proposal most closely satisfies the following specifications:

1. Cost – The Town will consider the proposed price for the curbside collection of Solid Waste and Recyclables.
2. Company Experience – The Town will consider whether the Contractor has performed similar types of service work and has provided similar services for other municipalities.
3. Company Service Record – The Town will consider the course and volume of complaints the Contractor receives and the timeliness of which Contractor typically resolves complaints.

2. Instructions for Contractors

2.1 Proposal Package

All the contents of this RFP are integral to the Town's desired scope of services, and proposals should take into account the comprehensive nature of the requested work. Potential Contractors shall submit proposals by including the following attached forms and documents:

1. Appendix A (Schedule of Fees)
2. Appendix B (Qualification Statement & Company Profile)
3. Contractor's Extra Fee Schedule

In addition to the above forms, potential Contractors shall include with their proposal package: (1) proof of insurance for the policies outlined in subsection 3.5 Contractor's Insurance and (2) proof of performance bond as outlined in subsection 3.6 Performance Bonds.

2.2 Due Date, Delivery and Award

Proposals must be submitted to the Town Clerk via email to clerk@townofgrafftonwi.gov by 12:00 pm (noon) Central Standard Time on Thursday, September 17, 2026, at the above-referenced email address. Proposals received after the deadline may be considered at the Town's Discretion.

The Town Board plans to select the Contractor at its monthly meeting on Wednesday, **October 14, 2026**. Contracts should be executed within 30 days thereafter.

3. General Requirements and Terms of Service

All proposals shall acknowledge the below contractual terms that the selected proposal will be subject to.

3.1 Term

The Contract shall be effective on the date indicated on the Contract commencing date ("Commencement Date") and shall run for a minimum of three (3) year(s) from that date, with an option by mutual agreement of the Town and Contractor, to renew for additional five-year periods.

3.2 Exclusivity

The Town intends to grant Contractor the exclusive right, and Contractor agrees to accept the obligation, to collect, transport, dispose and recycle all Solid Waste and Recyclable Materials generated by Household Units within the legal boundary limits of the town. No other private or public Solid Waste or Recyclable Materials service entity shall be permitted by the Town to provide Collection Services to Household Units within the legal boundary limits of the Town during the term of this Contract. The Town shall take all actions necessary to enforce this provision. Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish the work herein described. Contractor shall establish and maintain collection routes in an efficient manner.

3.2 Compliance with Law

124 All work under the Contract must be executed in accordance with all laws and regulations of the
125 State of Wisconsin and ordinances of the Town. The Contractor shall also obtain and maintain all
126 necessary municipal, state and federal permits, licenses and approvals necessary to carry out its
127 obligations under the Contract.
128

129 **3.3 Disposal of Solid Waste and Recycling of Recyclable Materials**

130 The Contractor shall provide at its own expense a suitable disposal site for all Solid Waste and a
131 processing facility for Recyclable Materials. The Contractor will ensure the disposal site and
132 processing facility complies with all state and federal laws and regulations, local ordinances, as
133 well as regulations by the Wisconsin Department of Natural Resources. The Contractor agrees
134 that all Solid Waste shall be hauled and disposed of outside of the limits of the Town. The
135 Contractor also agrees that all Solid Waste shall be hauled and disposed in a manner that shall
136 not cause offensive or unsanitary conditions and in a manner that shall not create a public
137 nuisance during transportation. The Contractor shall be responsible for and shall clean up any
138 materials spilled by the Contractor in the course of Contractor's service.
139

140 **3.4 Damages**

141 The Contractor shall take all necessary precautions for the protection of public and/or private
142 property. The Contractor agrees to be responsible for damages on public or private property that
143 result from the operation of vehicles or the handling of any containers. The Contractor agrees to
144 repair or replace all property that suffers damage by the Contractor within fifteen (15) days. The
145 Contractor agrees to repair or replace property to equivalent quality at the time of damage at no
146 charge to the property owner or the town.
147

148 **3.5 Contractor's Insurance**

149 The Contractor shall not commence work for the Town until it has obtained all insurance listed
150 in this subsection and filed Certificates of Insurance thereof with the Town Clerk. The insurance
151 shall be written in comprehensive form and shall protect the Contractor and Town against all
152 claims arising from injuries to members of the public or damage to property of others arising out
153 of any act or omission of the Contractor, its employees, agents, or subcontractors. Contractor
154 shall obtain and maintain the following types of insurance:
155

156 General Liability Insurance, including Bodily Injury and Property Damage

157 Liability: \$5,000,000.

158 Auto Liability for Bodily Injury and Property Damage: \$1,000,000 per person per
159 accident

160 Property Damage: \$1,000,000

161 Environmental Impairment/Pollution coverage: \$1,000,000
162
163

164 In addition to the above policies for public liabilities and property damage, the Contractor shall
165 obtain and maintain Workers' Compensation Insurance for all of its employees and require any
166 subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's
167 employees, unless the subcontractor's employees are protected by the contractor's Workers'
168 Compensation policy. None of the policies in this subsection may be canceled or changed
169 without 30 days' written notice to the Town, and all insurance policies shall name the Town as
170 an additional insured. No Contract will be signed with a potential Contractor until proof of
171 coverage, along with proof of the Town as an additional named insured, has been received and
172 reviewed for acceptability by the Town Attorney.
173

3.6 Performance Bonds

The Contractor shall also supplement the proposal package with a performance bond to assure the performance of the Contract during its term. The performance bond must be issued by a surety company licensed to do business in the State of Wisconsin and may be substituted with a letter of credit. The performance bond or letter of credit shall be in an amount of not less than \$500,000. Proof of ability to furnish the performance bond or letter of credit shall be furnished to the Town prior to Contract execution.

3.7 Default

The City may terminate a Contract by written notice of default to the contractor if:

- a. the Contractor fails to perform the services as outlined within section 3 General Requirements and section 4 Requirements for Disposal of Residential Solid Waste and Recycling of Recyclable Materials, or
- b. the Contractor fails to make progress so as to endanger the performance of the Contract, or
- c. the Contractor fails to obtain or maintain in full force and effect the insurance policies or performance bond outlined in subsection 3.5 Contractor's Insurance and subsection 3.6 Performance Bonds.

In the event the Town terminates the Contract, the Town may procure supplies or services similar to those terminated, and the Contractor shall reimburse the Town for any excess costs for similar supplies and services unless the contractor provides acceptable evidence that failure to perform was due to causes outside the control and without the fault or negligence of the Contractor. Default by the Contractor, at the option of the Town, constitutes a breach of the Contract, and the Town will be entitled to the performance bond or letter of credit that the Contractor obtained to supplement their initial proposal. The Town is entitled to the performance bond or letter of credit not as a penalty but as liquidated damages.

3.8 Indemnification

The Contractor shall indemnify and hold harmless the Town, its staff, and its Board of Supervisors from any liability, losses or damages, including attorney's fees and costs of defense, the Town may suffer as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including workers' compensation claims, in any manner resulting from or arising out of the Contractor's operations under this Contract, including the operation of subcontractors. The Contractor understands and agrees that any performance bond, letter of credit, or insurance protection required by the Contract, or otherwise provided by the Contractor, in no way limits the responsibility to indemnify and hold harmless the Town as herein provided.

3.9 Independent Contractor

The Contractor understands and agrees that it, along with all employees, agents, subcontractors or assigns, are independent contractors and not employees or agents of the Town.

219 **3.10 Assignment of Contract**

220 The Contractor shall not assign any obligations under the contract unless the Contractor obtains
221 prior written approval by the Town. Such assignment shall not relieve the Contractor from any
222 obligations, or change the terms of the Contract.

223
224 **3.11 Payment to Contractor**

225 The Contractor may submit invoices directly to the Town on a monthly basis for services
226 rendered under the Contract. Contractor agrees invoice amounts will be based on the number of
227 Household Units within the Town, subject to verification by the Contractor. The Town will pay
228 Contractor within 30 days after receipt of the invoice for services rendered under the Contract.

229
230 **3.12 Contractor Provided Carts and Labeled Equipment**

231 The Contractor shall provide one (1) 95 gallon Solid Waste cart and one (1) 95 gallon Recyclable
232 Materials cart for each Household Unit the Contractor services within the Town. The Contractor
233 shall do so at no cost to any Household Units or the Town. Contractor agrees to replace, without
234 cost, any carts damaged by Contractor when providing services to the Town.

235 All carts furnished by Contractor for use by Household Units shall, while in the possession and
236 control of the Household Unit, remain the property of Contractor, and neither the Household
237 Unit nor the Town shall have any ownership rights to such carts. In accordance, Contractor
238 agrees to clearly mark carts and all other equipment, including vehicles, with Contractor's name.

239
240 **3.13 Contractor Provided Vehicles**

241 The Contractor shall demonstrate to the Town that all vehicles and equipment used in collecting
242 Solid Waste and Recyclable Materials are safe, sanitary, and maintained in a manner to remain
243 compliant with all federal, state and local ordinances and regulations to assure the safety of
244 Contractor's employees and the Town's residents. The Contractor shall demonstrate as such
245 before servicing any Household Units under the Contract. The Town, with reasonable notice,
246 shall be free to inspect any vehicles and equipment utilized by the Contractor for collecting,
247 disposing, and recycling of Solid Waste and Recyclable Materials.

248
249 The Town will not allow any vehicles with fluid leaks to operate on Town streets or roads. The
250 Contractor agrees that all vehicles shall be fully enclosed, leak proof, and operated in a way in
251 which no Solid Waste or Recyclable Materials blow off any portion of the vehicle. In accordance
252 with subsection 3.3, the Contractor agrees to collect or clean up any fluids or litter discarded by
253 Contractor's vehicles.

254
255
256 **3.14 Time of Collection for Solid Waste and Recyclable Materials**

257 The Contractor shall collect Solid Waste between 6:00 a.m. and 7:00 p.m. once per week. Once
258 every other week but on the same day and within the same time frame as Solid Waste is
259 collected, the Contractor shall collect Recyclable Materials. Contractor agrees to collect Solid
260 Waste and Recyclable Materials carts in a manner to minimize or prevent the scattering of any
261 materials onto the public streets or properties adjacent thereto. Inclement weather may force
262 Contractor to cancel collections on a given day, and Contractor agrees in those instances to
263 collect on the following business day. Contractor must seek approval from the Town before
264 cancelling collections due to inclement weather.

A Household Unit may require an additional collection of Solid Waste or Recyclable Materials outside of the normal collections schedule or require the collection of large appliances or bulk trash that does not fit within the carts provided by contractor. The Contractor agrees that such additional collections are subject to the Contractor's Extra Fee Schedule, which the Contractor agrees to provide for the Town to distribute on the Town's website and to all Household Units. The Contractor agrees to provide additional collections upon the specific request of a Household Unit and to impose a direct charge and deliver an invoice to the Household Unit receiving the additional collection. The Town and Contractor expressly understand and agree that the Town shall incur no cost or liability for special collections requested by Household Units and provided by the Contractor.

3.15 Service Issues

The Contractor agrees to answer complaints or questions from the public concerning any issues related to services provided by the Contractor. As such, the Contractor shall provide a manned telephone answering from 7:30 a.m. until 4:30 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding services provided by Contractor under the Contract. The Contractor shall act upon all reasonable and valid complaints within forty-eight (48) hours of receiving such complaints. Contractor agrees to provide special services, including walk-up service for disabled persons, and special pickups as requested.

To mitigate potential issues, the Town strongly encourages the Contractor to provide each Household Unit a document with guidance on how to best utilize both the Solid Waste and Recyclable Materials collection services provided by the Contractor. The guidance document shall state the collection times for Solid Waste and Recyclable Materials and instruct Household Units how to distinguish and sort Solid Waste from Recyclable Materials.

3.16 Permits and Licenses

The Contractor shall obtain all permits and licenses required by law to complete the Contract.

4. Requirements for Disposing of Residential Solid Waste and Recycling of Recyclable Materials

4.1 Requirements for Disposing of Solid Waste

The Contractor shall deliver all Solid Waste collected herein, and as specified under section 3.14 Time of Collection, to the Contractor's designated disposal site. The Contractor shall not be required within the normal schedule of fees to collect or dispose of materials such as discarded appliances, furniture, automobiles, tires, waste oil, nor materials of hazardous, toxic, highly flammable or explosive nature.

Upon the Town's request, the Contractor shall provide proof that facilities used for the disposal of Solid Waste conforms to all Wisconsin Statutes and Regulations by the Department of Natural Resources. The Contractor may change facilities but shall notify the Town in advance of any such changes.

4.2 Requirements for Recycling of Recyclable Materials

The Contractor shall deliver all Recyclable Materials collected herein, and as specified under section 3.14 Time of Collection, to a recycling facility of the Contractor's choosing. Contractor agrees to sort, process, and market all Recyclable Materials that Contractor delivers to the chosen recycling facility. All proceeds from the sale of Recyclable Materials, if any, shall remain with the Contractor.

The Contractor agrees that no Recyclable Materials shall be delivered to a Solid Waste disposal facility or incinerated without the Town's knowledge and authorized consent. Upon the Town's request, the Contractor shall furnish the name and location of the facility utilized to sort, process and market Recyclable Materials.

The Contractor shall notify the Town Clerk when it is readily apparent that a Household Unit acts in a way that prevents the Contractor from collecting Recyclable Materials or consistently fails to sort Recyclable Materials from its cart designated for Solid Waste.

5. Proposal

The Town requests Contractors to complete the attached estimated Schedule of Fees (Appendix A) and Qualifications Statement (Appendix B) in addition to submitting the required documents in subsection 2.1 Proposal Package. To assist the assessment of the Proposal, the Town requests the following be set forth in detail:

- A. Narrative Presentation of Contractor's Services and Business History
- B. Signed Cover Letter of Proposal on Contractor's letterhead
- C. Signed Proposal Forms—Appendix A and Appendix B
- D. Completed Price Quotations
- E. List of Wisconsin Municipalities Served
- F. Equipment Inventory
- G. Recyclable Material Collection List
- H. List of Fee Increases, apart from and in addition to Fuel Surcharge
- I. Certificate of Insurance (required upon selection)

**Appendix A
PRICE QUOTATION
Schedule of Estimated Fees**

**Combined Collection of Solid Waste and Recyclable Materials, Disposing of Solid Waste
and Recycling of Recyclable Materials**

January 1st, 2027 – December 31st, 2027

Weekly Solid Waste

Bi-Weekly Recycling

\$_____/month/Household Unit

\$_____/month/Household Unit

Total Rate

\$_____/month/Household Unit

January 1st, 2028 – December 31st, 2028

Weekly Solid Waste

Bi-Weekly Recycling

\$_____/month/Household Unit

\$_____/month/Household Unit

Total Rate

\$_____/month/Household Unit

January 1st, 2029 – December 31st, 2029

Weekly Solid Waste

Bi-Weekly Recycling

\$_____/month/Household Unit

\$_____/month/Household Unit

Total Rate

\$_____/month/Household Unit

The Contractor understands and agrees that the Schedule of Estimated fees represents the total cost for the periods provided, including the State of Wisconsin Generator's tax and Environmental Fees applicable to all solid waste. In the event that any laws, statutes or ordinances are enacted that increase or add taxes and fees to the disposal of Solid Waste or to the recycle process of Recyclable Materials, the Contractor and Town reserve the right to renegotiate the contract. The Contractor agrees that such renegotiations shall only relate to compensation for additional expenses, taxes or fees related to compliance of applicable laws.

387 The rates included in the above Schedule of Estimated Fees may be subject to a fuel surcharge.
388 For such purposes, the base rate of diesel fuel is established at \$3.27 per gallon in reference to
389 the National On-Highway Diesel Prices-Average All Types, for the Midwest Region of the
390 United States, located at www.eia.gov/petroleum/gasdiesel. There will be no fuel surcharge if the
391 price of diesel fuel remains at or below \$4.27 per gallon, a \$1.00 departure from the base rate of
392 \$3.27. In the event that the price of diesel fuel rises above \$4.27 per gallon, the fuel surcharge
393 will be calculated as follows:
394 For every \$0.25 increase in the average price of diesel fuel, averaged over the previous 120 days,
395 in excess of \$4.27 per gallon, the Contractor may increase their total invoice per Household Unit
396 by 1%. For example, the Contractor may increase the total invoice per Household Unit from
397 \$10.00 to \$10.20 (an increase of 2%) if the average price of diesel fuel for the last 120 days
398 becomes \$4.77, a \$.50 increase from the threshold of \$4.27 per gallon.

399 **Appendix B**

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401 **Qualifications Statement**

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404 A. General Information:

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406 Name of Contracting Entity:

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408 Authorized Contact Name and Title:

Phone:

409
410 Full Address and Zip Code of Contracting Entity:

411
412
413
414 Email Address:

415
416 Date Organized:

417
418 State Incorporated:

419
420
421 B. Contract Default:

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423 Has the contracting entity ever defaulted or failed to complete any awarded work on a contract
424 for the collecting, disposing or recycling of Solid Waste and Recyclable Materials?

425
426 Yes/No: (If yes, please attach a statement explaining where and why)

427
428
429 Has any officer or partner of the contracting entity held a similar role for another entity, within
430 the last five years, that failed to complete an awarded contract?

431
432 Yes/No: (If yes, please attach a statement explaining where and why)

433
434
435 Has any officer or partner of the contracting entity failed to complete a contract awarded to
436 his/her own name within the past five years?

437
438 Yes/No: (If yes, please attach a statement explaining where and why)

439
440 C. Financial Ability:

441
442 Please provide a current financial statement and attach verification of the performance bond or
443 line of credit as required in Section 2 Proposal Package

444 D. Vehicles:

445

446 Please list any vehicles to be used in the weekly collection of Solid Waste and bi-weekly

447 collection of Recyclable Materials:

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453

455 E. Experience:

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457 Number of employees currently employed:

457 Number of employees currently employed:
458
459

460 For how many years has the contracting entity engaged in the collecting, disposing, and
461 recycling of Solid Waste and Recyclable Materials under their present name?
462
463 _____
464

Please list the contracting entity's five most recent municipal contracts for the provision of collecting, disposing and recycling services (include name and contact information of references, type of work completed and cost):

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491 Please list or attach any other references the Town may contact:
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502 Responding Contractor acknowledges and agrees that:
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504 The Town of Grafton reserves the right to reject any or all proposals and select the proposal
505 believed to be in the best interest of the Town in the Town's sole discretion. The Contract will
506 be awarded to a single Contractor based on consideration of proposed prices, Contractor
507 qualifications, experience and capacity to provide services. All proposals are valid for 90 days
508 from RFP openings. The signed contract must be returned 30 days after award.
509
510 COMPANY NAME: _____
511
512 PRINT ADDRESS: _____
513
514 PHONE: _____
515
516 EMAIL: _____
517
518 SIGNATURE: _____
519
520 DATE: _____
521
522 NAME AND TITLE: _____
523