

REQUEST FOR PROPOSAL (RFP)
MUNICIPAL SOLID WASTE COLLECTION, DISPOSAL AND
RECYCLING SERVICES FOR THE TOWN OF TOMAH
Issued January 12, 2026

Section 1: Overview and Introduction

1. The Town of Tomah (Town) intends to award a contract for municipal solid waste collection, disposal and recycling services. The Town is requesting proposals for the collection, removal and disposal of municipal solid waste to the Monroe County Landfill, and to divert suitable materials for recycling.

2. The pick-up location is located at 24381 Heritage Ave, Tomah, WI, 54660. The Town has a population of approximately 1,472 residents.

3. **EXCLUSIVE CONTRACT.** It is the intent of the Town to award an exclusive contract for a one (1) year period commencing March 1, 2026 and ending February 28, 2027 for collection of residential garbage and recyclable materials. Contract may be extended upon satisfactory performance by the contractor.

4. **NEGOTIATION OF CONTRACT.** The proposals that are submitted in response to this request for proposals will form the basis for further negotiations with the Town. The proposal submittal form and the proposal specifications contained herein, as submitted and signed by the Contractor, shall constitute the basis for a final agreement to be mutually agreed upon by the Town and the Contractor.

5. **CONTRACT AWARD OR REJECTION.** The Town reserves the right to negotiate with all qualified sources and to cancel this Request for Proposal in part or in its entirety. The Town reserves the right to accept any Request for Proposal or to reject any or all Request for Proposals, to waive irregularities and/or informalities in a Request for Proposal, and to negotiate a contract with any proposer in any manner, consistent with law, deemed in the best interest of the Town. The Town further reserves the right to amend or waive any or all requirements or specifications. A contract will be negotiated and then awarded to the most responsible Contractor complying with the conditions of the proposal documents only when it is in the best interest of the Town to do so. The Town shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all proposals or parts thereof and to waive any formalities and technicalities according to the best interests of the Town. Neither the Request for Proposals nor the receipt of any proposal constitutes an offer or acceptance and in no case, will either require the Town to award a contract or pay any costs incurred in preparation of a response nor to procure or person, firm or corporation has sufficient ability and experience in this class of work and sufficient capital and plan to enable it to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive, and binding.

6. **CRITERIA FOR CONTRACT AWARD.** The award of the contract will be the Contractor whose proposal is determined by the Town to be in the best interest of the Town. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the submitter whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include but are not limited to the following:

- A. **Cost** – The price of the contract for the collection of garbage and recyclable materials.
- B. **Experience of Company** – Consideration will be given to those submitters who have performed similar types of work.
- C. **Customer Service Record** – Demonstration of low volume of complaints and fast resolution.
- D. **Markets** – Demonstration of availability of relatively stable markets for materials collected through letters of agreement or other communications with secondary material buyers.
- E. **Features Exceeding Minimum Specifications** – Any features that the submitter can provide the Town that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Town shall be the sole determinant if any feature is of benefit and to what degree.
- F. **Location of Solid Waste Disposal** – All municipal waste collected must be routed to the Monroe County Landfill.

7. **CONTRACT CONTENTS.** The Town will require that any contract for garbage services include but not be limited to the following additional provisions as well as those within the balance of this RFP:

- A. **COMPLIANCE WITH ALL LAWS.** All work under the contract must be executed in accordance with all applicable federal, state, county, and local laws, ordinances, rules and regulations. The costs of such compliance, if any, shall be included in the price quoted in the proposal.
- B. **NOTICES.** All notices required by the contractor shall be given in writing via certified mail to the Town Clerk.
- C. **NON-ASSIGNABILITY.** The Contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Chairman as authorized by the Town Board. Such assignment shall not relieve the Contractor of any obligations or change the terms of the contract.
- D. **INDEMNIFICATION.** The Contractor hereby agrees to indemnify, defend and hold harmless the Town of Tomah, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, defense and hold harmless obligation shall exist for the Contractor even if liability is also sought to be imposed or is alleged against the Town of Tomah, its elected and appointed officials, officers, employees, agents, representatives and volunteers for their own acts, omissions, fault or negligence arising out of in connection with or relating to this Agreement. The Contractor shall reimburse the Town of Tomah, its elected and appointed officials, officers, employees, agent 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. In the event that the Contractor employs other persons, firms, corporations or entities (sub-contractors) as part of the work that is the subject of this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Town of Tomah, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which contains identical indemnity, defense and hold harmless provisions and obligations as this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

- E. **INDEPENDENT CONTRACTOR.** The Contractor acknowledges that it is an independent contractor and that none of its employees, agents, subcontractors, or assigns are employees of the Town. The Contractor shall be solely responsible for unemployment, social security, and other payroll tax payments required by law or union contract.
- F. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of the contract and/or supplying of materials, equipment and supplies, the Contractor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Wisconsin relating to employment, including equal employment opportunity requirements.
- G. **INSURANCE.** The Contractor to whom the contract is awarded must provide the Town with a certificate of insurance as proof of coverage. This certificate of insurance must also name the Town of Tomah and its officers, employees and agents as additional insured for the period of the contract. The following minimum insurance coverages, unless otherwise approved by the Town (such as for the provision of a portion of the services requested coverage in appropriate amounts and types, but at least in the limits specified below:
- 1) General Liability
 - Bodily Injury \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - Contractual Insurance (Broad Form) \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - 2) Automobile Liability
 - Bodily Injury & Death \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - Property Damage \$1,000,000 each occurrence, \$2,000,000 aggregate.
 - 3) Workers Compensation – no less than Wisconsin Statutory limits.
 - 4) Umbrella Liability – coverage of \$5,000,000.
- H. **SERVICE PROVIDER’S EQUIPMENT OR PROPERTY.** The Service Provider is responsible for loss and coverage for these exposures. Town of Tomah will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the Service Provider or are to be built, installed, or erected by the Service Provider. This includes but is not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the Service Provider.
- I. **INSURANCE REQUIREMENTS FOR ALL SUBSERVICE PROVIDERS.** All subservice providers shall be required to obtain the above coverage as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.
- J. **APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF SERVICE PROVIDER & SUBSERVICE PROVIDERS**

- 1) Primary and Non-contributory requirement. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the Town of Tomah.
- 2) Additional Insured Requirements. The following must be named as additional insureds on all Liability Policies for liability arising out of service work – Town of Tomah, and its officers, agents, employees and authorized volunteers.
- 3) Waivers of Subrogation. All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the Town of Tomah, its officers, agents, employees, and authorized volunteers.
- 4) Evidence of Insurance. Prior to execution of the agreement, the Service Provider shall file with the Town of Tomah a certificate of insurance (Accord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. This shall be provided annually.
- 5) Cancelled/non-renewal. No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to the Town of Tomah, except where cancellation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

8. **DEFAULT.** The Town may terminate a contract by written notice of default to the Contractor if:
- A. The Contractor fails to perform the services as outlined in the specifications within the time specified in the proposal, or
 - B. Fails to make progress so as to endanger the performance of the contract.

If the Town terminates the contract, the Town may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Town for any excess costs for similar supplies and services unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor. Failure to execute the Contract will, at the option of the Town, constitute a breach of the agreement made by acceptance of the Contract and the Town will be entitled to forfeiture of the letter of credit accompanying the proposal this is required, not as a penalty, but as liquidated damages.

9. **PERMITS AND LICENSES.** The successful Contractor shall obtain, at its own expense, all permits and licenses, which may be required to complete the contract.

10. **DUE DILIGENCE.** Contractor shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the proposal. No plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Town or the compensation to the Contractor.

Section 2: Instructions for Submitting Proposals

Submittal of Proposals: Mail Proposals to the attention of:

Town of Tomah

Breanne Zaremba, Clerk
P.O. Box 7
Tomah, WI 54660

Or contact the clerk and arrange to deliver to the clerk's office at:

Town of Tomah
24381 Heritage Ave.
Tomah, WI 54660
(608) 343-5499

1. The RFP must be delivered on or before **3:00 p.m. on Thursday, February 5, 2026**. The envelope or box containing the RFP must be sealed and clearly marked "RFP Municipal Solid Waste Collection, Disposal and Recycling Services for the Town of Tomah". Questions regarding this request must be submitted in writing to Breanne Zaremba, Clerk, via e-mail at clerk@townoftomah.wi.gov with "RFP Solid Waste and Recycling" in the subject line. Interpretations or clarifications which result in an Addendum will be posted on the Town of Tomah website at <https://townoftomah.wi.gov>. All addenda must be acknowledged and included in your RFP submission.
2. The RFP must include the following: Cover letter signed by the authorized personnel for the contractor;
 - A. Scope of work/services to be performed, including methods for ensuring customer satisfaction and service quality and copies of related company policies;
 - B. Firm background, qualifications, experience in performance-based contracts and references;
 - C. Evidence of insurance and security for faithful performance;
 - D. Draft copy of contract you propose to use, to include billing for tonnage of garbage and recycling materials the contractor will be hauling;
 - E. Pricing Information: Provide a proposed rate structure for:
 - 1) Garbage Compactor dumped 1 time per week (to be hauled to the Monroe County Landfill)
 - 2) Recycling Container dumped 2 times per week
 - 3) Cardboard Container dumped 1 time per week
 - 4) Additional dumping of any above containers that may be requested by the Town are to be charged at a normal rate.
3. Following the February 5 deadline, the town board will review all proposals and will make a decision at the February 9, 2026 Town Board Meeting, no earlier than 7:30 p.m.
4. Cover Letter – Include a letter transmitting the proposal to the Town of Tomah. This letter shall indicate the proposal is for Solid Waste Collection, Disposal, and Recycling Services, provide the date of the submittal, and must be signed in ink by the appropriate authorities. The letter shall include the full name of the proposer, address for service of legal notices, name and telephone number of an authorized contact person, and shall indicate the legal status of the proposer, whether corporation, partnership or individual.

5. Firm background, qualifications, experience and references: Provide a brief description and history of the firm including current size, and how many persons in the firm are directly engaged in solid waste collection and recycling. Discuss the firm’s experience in providing the proposed service to other organizations of comparable size. Provide references from five recent contracts under which solid waste/recycling collection services were provided, and include organization’s name, address, contact person, and telephone number. As the Town requires that the successful respondent must have experience providing service in a performance-based contract, list all solid waste collection contracts held within the past five years, which meet these criteria. List the performance standards that you feel should be included in the contract.
6. **PROHIBITED CONTACTS WITH TOWN.** Any attempt to directly contact and influence any Town Board Member, or any Town staff member associated with this project after receipt of this Request for Proposal and prior to the final selection decision as evidenced by a fully mutually executed exclusive garbage contract with the final selected firm will be grounds for disqualification.
7. **LATE PROPOSALS.** Proposals arriving after the specified date, whether sent by mail, courier, or in person, will not be accepted. These proposals will be returned unopened. It is the Contractor’s responsibility for timely delivery regardless of the methods used.
8. **WITHDRAWAL OF PROPOSALS.** A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Town Clerk prior to the specified due date. After the due date, a company cannot withdraw its proposal for a period of one hundred twenty (120) calendar days. Furthermore, the Contractor so agrees to the conditions and terms submitted.

Section 3: Specifications and General Requirements

1. The Contractor shall take out and maintain during the term of the Contract Public Liability and Property Damage Insurance to protect Contractor and the Town during the performance of work covered by the Contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from performance under the Contract, whether such operations be by the Contractor, or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the Town and shall name the Town and its employees and officers as additional insureds. The minimum amounts of such insurance shall be as required by law, or as set forth previously, whichever is greater.
2. If persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor in their performance of the work or from the Contractor’s failure to comply with any of the provisions of the Contract or of law, the Contractor shall indemnify and hold the Town of Tomah and its officers, employees and agents harmless from any and all claims and judgments for damages, and from costs and expenses to which the Town of Tomah and its officers, employees and agents may be subject or which it may suffer or incur by reason thereof.
3. The Contractor shall not commence its work until it has obtained all insurance required under this section and filed Certificates of Insurance thereof with the Town Clerk.

4. **COMPETENT LABOR.** The Contractor shall only employ competent and skilled workers and supervisors in the conduct of work under the Contract. While on the job, the workers and supervisors shall maintain good and reasonable behavior.
5. **DAMAGE TO PROPERTY PROHIBITED.** The Contractor shall provide collection equipment that will not disfigure or damage Town property. The Town shall require the Contractor to repair, to the Town's satisfaction and at the Contractor's expense, all damage to Town property that is caused by spills, skidding vehicles, driving on edge of pavement, equipment malfunctions, damage to any building or property, or operator negligence. Contractor shall pay any Town invoice for repair within thirty (30) days.
6. **FREQUENCY OF COLLECTION.** Garbage collection shall be performed weekly and hauled to the Monroe County Landfill. Cardboard collection shall be performed weekly. Recycling collection shall be performed twice per week.
7. **COLLECTION HOURS.** Collection services by all vehicles will begin no earlier than 7:00 a.m. All collection for each scheduled day shall be completed by 6:00 p.m., if possible.
8. **MISSED COLLECTION.** The Contractor shall establish and publicize a procedure for receiving and responding to resident complaints of missed collections. Complaints of missed collections received by the Contractor, or the Town shall be remedied by the Contractor collecting the materials by 5:00 p.m. on the following business day. A representative of the Contractor shall contact a designated representative of the Town to resolve any issues.
9. **QUALITY OF SERVICE.** The Contractor shall perform the collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided. Crews shall carry official company identification and shall present such identification upon request.
10. **CLEAN-UP AT TRANSFER STATION.** The Contractor shall pick up and clean all materials blown, littered, and broken as a result of handling by collection. In the event an area or areas require clean-up because of spillage or any other reason, the Contractor shall promptly dispatch all necessary equipment at the Contractor's expense. Materials not picked up within one (1) business day of verbal notification by the Town will be removed by the Town at the Contractor's expense. Contractor shall pay any Town invoice for clean-up within thirty (30) days.
11. **COLLECTION ON HOLIDAYS.** When the regularly scheduled collection day falls on a holiday the Service Provider shall provide for a consistent schedule at the discretion of the Town.
12. **BAD WEATHER.** If the weather is too dangerous for employees to pick up garbage and recycling it is the responsibility of the Contractor to inform the Town in advance that they will not be picking up that day.
13. **EQUIPMENT REQUIREMENTS.**
 - A. Safety and Maintenance – All of the Contractor's collection equipment must be maintained and operated in compliance with all federal, state and local statutes, ordinances and regulations to assure the safety of the collection crew and Town residents. All collection equipment shall be covered and secured to prevent material blowing, leaking or falling out during transit. Spilled materials, fluids, etc. shall be cleaned up within one business day of verbal notification by the Town or will be removed by the Town at the Contractor's expense.
 - B. Identification – All collecting equipment shall be clearly identified by affixing the contractor's name and telephone number permanently and conspicuously to both sides of the equipment.

14. **OPENING AND CLOSING OF ACCESS DOORS.** The Contractor shall be responsible for opening and securely closing all access doors when arriving to collect recyclable materials and cardboard. The hauler must ensure that any doors, gates, or enclosures used to access collection areas are properly handled during service and fully closed after collection is complete. Doors and gates will not be left open between pick-up and drop-off of containers. This responsibility helps maintain site security, safety, and cleanliness, and prevents unauthorized access or potential damage to the property.

Section 4: Base Service

- 1) **Data Collection and Reporting.** The Contractor shall prepare and submit to the Town reports, due after the beginning of each month. The report shall include, but not be limited to the following information:
 - A. Total tons of garbage, recyclables each month.
 - B. All reports, data, and information, once supplied to the Town, will become property of the Town to be used as it will solely determine without obligation to any person, firm, or corporation, except for such information as stated in these specifications that will be considered exempt from Freedom of Information Act disclosure by the Town upon assertion as to its proprietary nature by the Contractor.