

# REQUEST FOR PROPOSAL (RFP) FOR SOLID WASTE SERVICES

#### **NOTICE TO PROPOSERS**

The City of Highland is seeking proposals for the collection of residential and commercial solid waste, recycling, and yard waste. The proposal deadline is **September 26, 2023** at 10:00a.m. Proposals shall be submitted to:

City of Highland Attn: City Manager 12990 Troxler Ave Highland, IL 62249

An electronic version of the proposal is available on the City of Highland's website at <a href="https://www.highlandil.gov">www.highlandil.gov</a>

Proposals are to be sealed and marked "Solid Waste Services RFP"

The City of Highland reserves the right to accept or reject any or all Proposals; waive any informalities in the proposals and to accept the proposal deemed to be in the best interest of the City of Highland.

City Contact: Christopher Conrad City Manager 618-654-9891

#### 1. General

The City of Highland (the "City"), a community of 9,991 residents, located in Madison County, Illinois is seeking one qualified and responsible company to provide refuse, recycling and yard waste collection services to all residential, commercial, and industrial customers located inside the Highland City limits. The City estimates approximately 4,200 units to be served.

The City seeks a Contractor who can provide the services described in this Request for Proposal at a reasonable cost in a clean, courteous and well executed manner with uninterrupted and continuous service. The goal of the City is to maintain its current level of solid waste services, while exploring enhanced service options as described in the Request for Proposals (RFP).

#### 2. Definitions

**Bulk Waste Items:** Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls). "White goods" exceeding fifty (50) pounds in total weight also fit into this category.

**Curbside:** A position immediately behind the curb and within the parkway used for the collection of refuse, yard waste, and recycling containers.

**Refuse:** All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard-waste").

**Refuse Containers:** Refuse containers shall include:

**Garbage Can:** A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled. These are our current requirements, if bidder is proposing alternative sizes with automation, please specify in bid documents.

**Garbage Bag:** A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

**Cart:** A wheeled plastic container with a tight-fitting top, not to exceed ninety- six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and nonglossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; there (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items the City and the Contractor agree to recycle in the future.

**Residential**: All single-family, townhome and multi-family accounts receiving curbside collection services.

White Goods: Any domestic large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

**Yard Waste:** Hard and Soft Landscape Waste, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens.

Yard Waste Containers: Yard waste containers shall include:

**Kraft Paper Bag:** A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

**Bundle:** Any material allowed under the definition of "Hard Landscape Waste" such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

Yard & Organic Waste Cart: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All carts must be approved by and/or supplied by the Contractor.

#### 3. Term

The City would prefer a term of 5 years with an option for renewal. If bidder is proposing alternative terms, please specify in the bid documents.

#### 4. Scope of Services

**Frequency of Collection:** The Contractor shall provide a once a week, same-day refuse, yard waste and recyclable collection service to all single-family customers. If bidder is proposing alternative frequency of pick up for yard waste and recyclables, please specify in the bid documents.

**Days of Collection:** The City is currently divided into five collection routes for residential collection and non-containerized business collection: every, Monday, Tuesday, Wednesday, Thursday and Friday. Non-collection due to agreed-upon holidays or acts of God shall be the following day. The map that details the current collection schedule may be found in Attachment D. If bidder is proposing alternatives to current practices, please specify in the bid documents.

**Containerized Collection:** Containerized business collections, including compacted refuse are made Monday through Saturday. Containerized collection may be up to six times per week.

**Hours of Collection:** No refuse, recyclable materials and yard waste pickups shall be collected prior to 6:00 a.m. and no later than 6:00 p.m. The City, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather or heavy volumes. There is no time limit on pickup for containerized businesses.

**Items Collected:** All Residential accounts currently receive unlimited refuse (including bulk items and white goods) collection, recycling collection of listed items and yard waste collection services. Residential accounts have the option of placing approved waste containers and bags curbside. The City of Highland also receives complimentary refuse, recycling, and yard waste collection services at all City facilities, and for all designated City events.

**Special Collection:** The scope of this service also includes the collection, hauling, and disposal of additional household waste collections, bulky waste items, major appliances, annual City-wide clean-up collection and Christmas tree collections.

**Disposal:** The Contractor shall furnish at its expense and without liability to the City, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all curbside waste and recyclables within the Corporate Limits of the City for the term of the Contract. The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as

separate programs. Collected Materials shall be delivered to Disposal Facilities at the sole expense of the Contractor. Disposal Facilities must be operated lawfully and permitted properly pursuant to the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and any other applicable laws, statutes, regulations, or ordinances of government bodies.

**Recyclables:** All Recyclables shall be recycled regardless of the income received or cost resulting from their sale. At any point of the contract, the City may request the Contractor to provide a list of all of the facilities it utilizes to dispose of the refuse and recycling collected as part of the City's waste collection program.

#### **5.** Payment and Billing of Accounts

The City will perform billing and collection of fees from all residential and permanent trash/containerized services. Customers will be billed on a monthly basis.

Bidder will bill contractors and individual directly for temporary containers at the City approved pricing.

The City reserves the right to audit the Contractor's records as follows:

- a. The City of Highland shall have the authority to review and audit all records and receipts of the Contractor regarding this contract. The Contractor shall be given ten (10) calendar days' notice of the review or audit.
- b. The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the City of Highland.

#### 6. Requirements applicable to all services

Reporting: The Contractor shall prepare and submit to the City of Highland reports detailing solid waste disposal, recycling, and landscape waste collection activities for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected. Reports shall be submitted quarterly no later than thirty (30) days following the end of the quarter.

Services to be rendered in Workmanlike Manner: The services to be rendered by the Contractor herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the City. All property which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner or to the City of Highland. Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear excepted. The Contractor shall replace the containers in an orderly fashion. Contractor's employees shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the owner.

Contractor, at its expense, shall be required to develop, print and distribute to all City solid waste customers a brochure (to be submitted to, and approved by the City) that

explains the solid waste and recycling programs covered under this Request for Proposals. For all new Customers, the City will distribute the brochure establishing regular service throughout the Contract period. The brochure will be approved by the City and explain the solid waste and recycling programs covered under this Request for Proposals. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the City.

#### 7. Insurance Requirements

Insurance: The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

#### **Worker's Compensation**

Worker's Compensation as prescribed by the laws of the State of Illinois. The Contractor shall carry (in a company authorized under the laws of the State of Illinois) a policy to protect himself against liability under the Worker's Compensation and occupational disease statutes of the State of Illinois and of the United States of America. Furthermore, the Contractor shall carry Employer's Liability Insurance with limits of liability of not less than One Million Dollars (\$1,000,000). The Contractor shall, in addition, provide insurance (which shall not contribute with any insurance or other benefit purchased by the City) to protect the City, its officers, employees, agents, elected officials, board and commissions against any liability for Worker's Compensation benefits or costs associated with defending against a claim thereof by any person (except an actual direct employee of the City), arising out of or in any way related to the contracted scavenger service.

## **Automobile Liability Insurance**

The Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile and vehicle liability for his operations and/or arising out of the ownership maintenance or use of any motor vehicle (including non-owned vehicle licenses for use on the public streets) having limits of liability of not less than One Million Dollars (\$1,000,000) each person and One Million Dollars (\$1,000,000) each accident, for bodily injury and death liability; and One Million Dollars (\$1,000,000) each accident for property damage liability. This policy shall name the City as an additional insured as respects the operation of vehicles owned or operated by the Contractor.

#### **General Liability**

The Contractor shall carry in his own name a comprehensive liability policy to pay on behalf of the Contractor, the City, its officers, employees, agents, and elected officials, sums which they shall be legally obligated to pay for the Contractor's operations (other than automotive) with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury and death liability; and One Million Dollars (\$1,000,000) each accident for property damage liability, and a general aggregate limit of liability shall be no less than Three Million Dollars (\$3,000,000)

The Contractor shall include the City, its officers, employees, and agents named as additionally insured on any of the foregoing policies. The Contractor shall also furnish to the City a certificate of insurance attesting to the respective insurance coverage for the full term of the contract.

The City shall receive written notice of cancellation or reduction in coverage on any insurance policy within 45 days prior to the effective date of cancellation or reduction.

## 8. Contractor Requirements

In the event that any of the Contractor's employees is deemed by the City of Highland to be unfit or unsuitable to perform the services required under the terms of this proposal, then, upon request of the City the Contractor shall remove such employee from work within the City and replace him/her with a suitable and competent employee.

The Contractor shall maintain an office and fax, email, and telephones (with both toll free and local numbers), for the receipt of service calls or complaints from the City office, and shall be available for such calls on all working days from 8:00 a.m. to 4:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and, if the omission is verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The Contractor shall report weekly to the City of Highland the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the City of Highland for inspection at any reasonable time.

The Contractor shall designate in writing the person to serve as agent for the Contractor and as liaison between his organization and the City of Highland.

The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, Madison County, and the City of Highland relating to the services required under the terms of this proposal, use of premises and public places and safety of persons and property.

The Contractor who is awarded the contract shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of (i) all dwelling units and (ii) all commercial and other non-residential locations to be serviced under the terms of the agreement. Annually the Contractor must provide account of the number of (i) dwelling units and (ii) commercial and other non-residential locations receiving service. This number must be provided at the anniversary date of the contract. The City shall review the count.

#### 9. Failure to Perform - Insolvency - Non-Assignability

In the event the Contractor in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein:

- 1 The Contractor shall give immediate notice to the City of Highland of such failure in writing stating therein the reasons for such failure;
- 2 The City of Highland may then proceed with the work itself or cause such work to be undertaken by a third party, and the City of Highland shall have the right to bill the Contractor for all costs incurred by it by reason of such failure of the Contractor to perform;
- At the election of the City of Highland, the Contractor shall pay said costs to the City of Highland for past services rendered which may be due and owing.

In the event that any failure or alleged failure on the part of the Contractor to collect the material herein provided to be collected and disposed of by the Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the City of Highland, at their option, may continue to proceed according to the steps set forth in section 9-(2) and (3) above, or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the Contractor's performance bond or pursue such other remedies as may be available to the City of Highland by law.

In the event Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the City of Highland upon fifteen (15) days written notice to Contractor and in no event shall the contract be, treated as, an asset of Contractor after the exercise of said option.

In the event the Contractor cannot perform their duties, the Contractor should have a backup plan ready and contacts made to have another trash hauler continue the trash pickup during that time and have the written consent of the City of Highland. The Contractor must provide the City with the name of the backup trash hauler with this proposal.

**Equal Employment Opportunity:** During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

**Prevailing Wage:** This contract is subject to the Prevailing Wage Act (820 ILCS 130/), as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern.

The "prevailing rate of wages" will be used for work done under this contract, and the following conditions will be required:

- 1. Not less than the prevailing rate of wage as found by the City of Highland or the Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work under this contract. These prevailing wages are included in this contract.
- 2. The Contractor and each Subcontractor shall keep accurate record showing names and occupations of all laborers, mechanics and workers employed by them on this contract, and also showing the actual hourly wage paid to each such persons.
- 3. The submission by the Contractor and each Subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each Subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.

4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

The Proposal shall address all of the requirements set forth in this Request for Proposal.

#### 10. Proposal and Pricing Options Requested

Option 1: Unlimited volumes of trash, bulk, recyclables and yard waste that are collected weekly to all residential customers. Collection rates for container services to include pricing for temporary containers. If bidder has additional container sizes please list on an additional sheet and attach to bid. (Current practice)

Option 2: Automated Collection System: The Contractor will be required to provide one waste cart and one recyclable cart to all residential customers. The Contract shall provide carts ranging in various sizes; 30 gallon to 96 gallon carts for customers to choose. Provide recyclable pricing for weekly and bi-weekly pickup. The contract will specify the practice for residential customers who consistently have more refuse than fits in a single container and the cost associated for additional containers, if any. Refuse and recyclable carts damaged or lost by the Contractor or damaged by wildlife, or damaged by normal wear and tear, shall be replaced at no charge to the customer. All carts shall be supplied by the Contractor and shall remain the property of the Contractor. If contractor is proposing alternative container sizes than are listed under the current practice, please specify in your bid.

#### 11. Submission of Proposal

One original must be delivered to the City of Highland by the specified opening time along with

#### 12. Alternate Bid

The City of Highland currently owns (260) rear load containers of varying sizes and (1) 10 yard, (4) 20 yard, and (7) 40 yard containers as identified on Attachment E. Bidders may include in their bid a price to purchase said containers from the City of Highland. Container inventory including excess stock is included in Attachment E. City will also make containers accessible for inspections prior to bid if needed.

#### 13. Attachments:

Attachment A: Option 1 Pricing
Attachment B: Option 2 Pricing

Attachment C: Current customer count Attachment D: Current collection map

Attachment E: City Owned Containers Alternate Bid

Attachment F: Solid Waste Questions

# Attachment A

# **Option 1 Pricing:**

# **Highland Waste Collection Rates**

Residential Units: Unlimited refuse including bulky item reunacceptable materials (i.e. hazardous was			r Month erial, and yar	d waste mate	erial each wee	ek other than o	construction material, or
Non-Containerized Business		Pe	r Month				
Collection Rates/Month		Bu	siness C	ontainer	Service (N	Non-Comp	pacted)
Weekly Frequency	1x	2x	3x	4x	5x	6x	Each Extra Pickup
2 Yard Compacted Container							
4 Yard Compacted Container							
6 Yard Compacted Container							
8 Yard Compacted Container							

Collection Rates/Month		Business Container Service (Compacted)					eted)
Weekly Frequency	1x	2x	3x	4x	5x	6x	Each Extra Ton
2 Yard Container							
4 Yard Container							
6 Yard Container							
8 Yard Container							
20 Yard Container							
30 Yard Container							
40 Yard Container							

Pricing based on customer providing equipment (compactor) and the following limits: 20 yard=4 ton limit, 30 yard=5 ton limit, 40 yard=6 ton limit. Each extra ton will be added and billed at the rate above

Temporary Containers: (Construction & Automobile Body Parts)						
Size	Delivery Charge	Empty/Remov	val Charge	Rental Per Day	Fee	
2 Yard Container			Each			
4 Yard Container			Each			
6 Yard Container			Each			
20 Yard Container			Per Ton			
40 Yard Container			Per Ton			

# Attachment B

# **Option 2 Pricing**

# **Automated Services**

Residential Units:		I	Per Month	1			
Includes weekly service on one trash cart use a recycle cart, and yard waste collect with consistently higher volume.		` '	•			•	, ,
Non-Containerized Business			Per Mont	h			
Collection Rates/Month		Bu	ısiness Co	ontainer	Service (N	lon-Comp	pacted)
Weekly Frequency	1x	2x	3x	4x	5x	6x	Each Extra Pickup
2 Yard Compacted Container							
4 Yard Compacted Container							
6 Yard Compacted Container							
8 Yard Compacted Container							

If bidder has additional container sizes please list on separate sheet labeled Option 2 Pricing.

Collection Rates/Month		Business Container Service (Compacted)					
Weekly Frequency	1x	2x	3x	4x	5x	6x	Each Extra Ton
2 Yard Container							
4 Yard Container							
6 Yard Container							
8 Yard Container							
20 Yard Container							
30 Yard Container							
40 Yard Container							

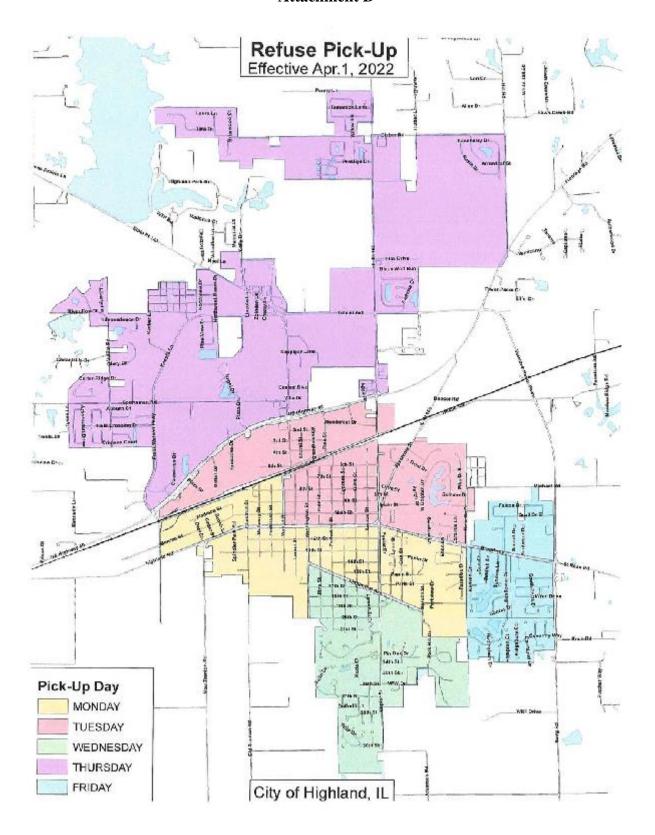
Pricing based on customer providing equipment (compactor) and the following limits: 20 yard=4 ton limit, 30 yard=5 ton limit, 40 yard=6 ton limit. Each extra ton will be added and billed at the rate above.

Temporary Conta	<b>Temporary Containers: (Construction &amp; Automobile Body Parts)</b>						
Size	Delivery Charge	Empty/Remov	val Charge	Rental Per Day	Fee		
2 Yard Container			Each				
4 Yard Container			Each				
6 Yard Container			Each				
20 Yard Container			Per Ton				
40 Yard Container			Per Ton				

# **Attachment C**

City of Highlan	d Current Custome	ers
Non-Containerized	Pickup Frequency	Count
Residential Non-Containerized Trash	Weekly	3890
Residential Recylcling	Weekly	3890
Residential Yard Waste	Weekly	3890
Non-Containerized Business	Weekly	118
<u>Containerized</u>		***************************************
1 yard	1 per week	11
2 yard	1 per week	65
2 yard	2 per week	16
2 yard	3 per week	3
2 yard	4 per week	1
2 yard	6 per week	1
3 yard	1 per week	3
3 yard	5 per week	1
4 yard	1 per week	32
4 yard	2 per week	14
4 yard	3 per week	5
4 yard	4 per week	1
4 yard	5 per week	2
6 yard	1 per week	29
6 yard	2 per week	21
6 yard	3 per week	11
6 yard	4 per week	2
6 yard	5 per week	8
6 yard	6 per week	3
8 yard	1 per week	1
8 yard	3 per week	3
8 yard	6 per week	1
20 yard	1	2
40 yard	1	2
Containerized (Compacted)		
2 Yard	1 per week	1
4 yard	1 per week	1
40 yard	1 per week	2

# **Attachment D**



# Attachment E

# **Alternate Bid** City of Highland Containers **Container Size Quantity** 1 yard 11 2 yard 96 3 yard 4 yard 61 80 6 yard 8 yard 5 10 yard 1 20 yard 4 40 yard 9

Alternate Bid Price:	

City of Highland Solid Waste Services -

City of Frightana Colla Waste Co	1 11000
Date	
Name of Business	
Address	
Contact Person	
Phone Number	
Years in Business	
# of Full time Equivalent Employees	
Number of Trash Trucks	
Any Defaults on Prior Contracts	
Do you plan to subcontract any work? If so, to whom?	
List 3 Service References:	
Name and Phone Number	
Name and Phone Number	
Name and Phone Number	
List 3 Credit References:	
Name and Phone Number	
Name and Phone Number	
Name and Phone Number	

# **Attachment F Continued**

Will each residence be service the same day for all 3 collections?	
Are there other options for pickup schedules? Yard waste pickup only from Apr – Nov or Recycling done twice a month?	
Could recycling be offered to commercial non-containerized?	
Is this proposal for automated service with polycarts? If yes, who supplies the polycarts?	
Size of polycarts for trash	
Size of polycarts for recycling	
Size of polycarts for yard waste	
Are smaller polycarts available for the elderly?	
Is this proposal for rear load service?	
Where is Solid Waste / Trash taken?	
Where is Recycling taken?	
Where is Yard Waste taken?	
Do you use refuse stickers? And what are they for?	
What date can your company begin servicing Highland?	