Town of Cortland

REQUEST FOR PROPOSALS (RFP)

For the

COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING

Town of Cortland
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1) OVERVIEW AND PROPOSAL PROCEDURES:

The Town of Cortland is seeking proposals for establishment of a Residential Solid Waste, Yard Waste, and Recycling contract beginning _____, 2015. This Request for Proposal document describes the Town's objectives and criteria for this process and invites contractors desiring to furnish a quotation for such services to submit a sealed proposal in accordance with these specifications.

RFP TIMETABLE
The anticipated schedule for this RFP and contract approval is as follows:

Deadline for receipt of Proposals _____
Town Board Contract Award _____

PROPOSAL SUBMISSION
An original and 8 (eight) copies of complete proposal must be submitted to the Town Clerk in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, and proposal due date.

The responsibility for submitting a response to this RFP to the Town Clerk on or before the stated time and date will be solely and strictly that of the Proposer. The Town will in no way be responsible for delays caused by the U.S. Post Office or caused by any other entity or by any occurrence. PROPOSALS RECEIVED AFTER THE PROPOSAL DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

CONTACT PERSON/ADDITIONAL INFORMATION/ADDENDA
The contact person for this RFP is Deputy Clerk Rita Nielsen who may be reached at 815-756-3030 or deputyclerk@cortlandil.org. Communications between a proposer, bidder, lobbyist or consultant and the Town is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the Town, no later than the date specified in the RFP timetable.

The Town will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations other than those made in this RFP or in any written addendum to this RFP. Proposers should verify with the Town prior to submitting a proposal that all addenda have been received.

MODIFICATION/WITHDRAWALS OF PROPOSALS
A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. Modifications received after the proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the proposal due date or after expiration of 120 calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the proposal due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

RFP POSTPONEMENT/CANCELLATION/REJECTION
The Town may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time this RFP process; or waive any irregularities in this RFP, or in any Proposals received as a result of this RFP.

COSTS INCURRED BY PROPOSERS
All expenses involved with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be the sole responsibility of the Proposer(s) and shall not be reimbursed by the Town.

NEGOTIATIONS
The Town may award a contract on the basis of initial offers received, without discussion, or may require Proposers to give oral presentations based on their Proposals. The Town reserves the right to enter into negotiations with the top- ranked Proposer, and if the Town and the top-ranked Proposer cannot negotiate a mutually acceptable contract, the Town may terminate the negotiations and begin negotiations with the second-ranked Proposer. This process may continue until a contract has been executed or all Proposals have been rejected.

FREEDOM OF INFORMATION ACT
Proposers are hereby notified that all information submitted as part of a response to this RFP will be available for public inspection after opening of Proposals, in compliance with State of Illinois Freedom of Information Act.

RULES; REGULATIONS; LICENSING REQUIREMENTS
Proposers are expected to be familiar with, and comply with, all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered, including the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines. Ignorance on the part of the Proposer will in no way relieve it from responsibility for compliance.

CONFLICT OF INTEREST
All Proposers must disclose with their proposal the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an officer or employee of the Town of Cortland. Further, all Proposers must disclose the name of any Town officer or employee who owns, either directly or indirectly, an interest of eight (8%) percent or more in the Proposer or any of its affiliates.

PROPOSER'S RESPONSIBILITY
Before submitting proposal, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract documents, and will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

ACCEPTANCE OF GIFTS, FAVORS, SERVICES
Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Town, for the purpose of influencing consideration of this proposal.

No officer or employee of the Town shall accept any gift, favor or service that might reasonably tend

improperly to influence him in the discharge of his official duties.

LIAISON BETWEEN TOWN AND CONTRACTOR
All dealings, contracts, notice and payments between the Contractor and the Town shall be directed by the Contractor to the Town designee.

ROUTE INFORMATION
The total average units serviced monthly is approximately _____.

DUMPING REQUIREMENTS
All garbage and yard waste must be disposed in accordance with County, State and Federal regulations.

TERM
The term of the Contract shall be for the period of 5 (five) years.

BILLING PROCEDURES: The contractor agrees to be responsible for billing and collections. Contractor will bill all residential customers directly. The Town will not be responsible for, and will provide no assistance with collection of delinquent accounts.

2) SERVICES TO BE PERFORMED BY CONTRACTOR

SERVICES TO BE PERFORMED BY CONTRACTOR - <u>SOLID WASTE PROGRAM</u>

DESCRIPTION OF WORK
The Contractor shall provide residential solid waste collection services within the Town, disposing of same as provided herein. The Contractor will be responsible for the billing and collection of solid waste fees from residential customers.

The Contractor shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories, and things necessary to maintain the standard of collections and disposal set forth herein.

RESIDENTIAL COLLECTION SERVICE
The Contractor shall collect and dispose of all garbage, yard trash, and solid waste all single-family homes, multiple dwelling/buildings of TBD or fewer units.

Frequency of Collection: Collection of solid waste shall occur on the same day as recyclables and landscape waste. Collection may occur within the Town preferably not more than two days per week for different sections of the Town.

Holiday: The Contractor will provide residents a holiday schedule or have information on their website regarding holiday schedule changes.

Hours of Collection: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the Town Designee, to be later evidenced by a written

memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval.

Receptacle: The Contractor shall specify in their Proposal whether it will provide specific containers (roll carts, etc.) or other means for residents to dispose of their solid waste.

SCHEDULES AND ROUTES: The Town will provide a map of collection routes. The Town reserves the right to deny Contractor's vehicles access to certain streets, alleys, and public right-of-way inside the Town, where it is in the interest of the general public to do. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

COLLECTION EQUIPMENT

The Contractor shall provide high quality equipment to commence contract. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. For residential collections, equipment shall be of the enclosed loader packer type, and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the Town at the time of each annual audit. Equipment is to be painted uniformly with the name of the Contractor, business telephone number, and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned.

SERVICES TO BE PERFORMED BY THE CONTRACTOR-<u>YARD TRASH PROGRAM</u>

DESCRIPTION OF WORK

Frequency of Collection: The Contractor shall collect yard trash from residences within the service area from April 1 to November 30 on the scheduled pick- up day of each week. Contractor will be responsible for establishing program and public information.

Hours of Collection: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M., provided that in the event of an emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph, following approval by the Town Designee.

Preparation of Yard Trash for Collection: The Contractor shall pick up all yard trash generated from residential units which has been properly prepared and stored for collection as follows:

Garden and Yard Trash: Regular placed adjacent to the pavement or traveled way of the street in containers or bundles less than fifty (50) pounds each and with no dimension over four (4) feet each, or limbs/branches not greater than four (4) inches in diameter, shall be collected on a weekly basis.

SERVICES TO BE PERFORMED BY CONTRACTOR – <u>RECYCLING PROGRAM</u>

[insert service requirements for recycling here]

3) CONTENTS OF PROPOSAL

Technical Proposal
Provide a narrative, which addresses the scope of work, the proposed approach to the work, the schedule of work, and any other information called for by the RFP. Pick up days and schedule.

Price Proposal
Providing weekly collection of garbage and recycling to all occupied units within the Town. Specify gallons of containers that will be provided by the Contractor along with a tote cart for each residential unit.

Provide pricing for yard waste pick-up.

Provide pricing to pick-up discarded Christmas trees placed at curbside after the Christmas holidays until January 31 or include it in the refuse collection and recycling program.

Contractor is required to provide trash pickup at all Town facilities including the collection and recycling of mixed office paper and other recyclable

Contractor is required to provide the necessary services to Town of Cortland Special Event Days. These services would include refuse and recycling services as well as portable rest room facilities along with hand washing stations and ADA accessible rest rooms, as needed at no charge to the Town.

Contractor is encouraged to provide senior discounts and provide information on any other programs that would be offered to residents.

Contractor is encouraged to provide methods to address cost of wear and tear on the Town's roads and infrastructure.

Qualifications
The minimum qualification requirements for this RFP are described below. Proposers must provide documentation, which demonstrates their ability to satisfy all of the minimum qualification requirements.

Minimum Requirements
Proposer's entity or owner(s) or executive officers (i.e. President or Vice President) of the entity must have a minimum of three years of prior experience in providing similar services to a municipality of similar size in terms of number and type of accounts. Taking special note of the criteria for evaluation set forth below, Proposers shall include a statement of the number of years of their prior experience, their financial stability, their references on contracts of similar size and scope, their level of technical knowledge, educational degrees, and certifications obtained; the number and description of the equipment they will use to perform their obligations under the Contract, the age and condition of that equipment, the personnel and procedures they will use to perform their obligations under the Contract, and any other factor relevant to the evaluation of their proposal.

EVALUATION CRITERIA
The Town Board shall evaluate each proposal in accordance with the requirements of this RFP. If further information is desired, proposers may be requested to make additional written submissions or oral presentations before the Town Board makes its determination.

The Town Board shall base its determination on the following factors, weighted as follows:

Ability to provide high-quality service to the Town's residents.

Experience in the industry, and prior service to other municipalities or to other groups of residents in a high-quality manner.

After considering the proposals, the corporate authorities for the Town of Cortland shall determine the proposal or proposals which the Town Board and Mayor deem to be in the best interest of the Town. The Town may also reject all proposals.

Negotiations between the selected proposer and the Town Board will take place to arrive at a contract. The Town Board may proceed to negotiate a contract with a proposer other than the top-ranked proposer if the negotiations with the top-ranked proposer fail to produce a mutually acceptable contract within a reasonable period of time.

Important Note:
By submitting a proposal, all proposers shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

GENERAL TERMS AND CONDITIONS

ASSIGNMENT
The successful proposer shall not enter into any sub-contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Town. Any unauthorized assignment shall constitute default by the successful proposer.

INDEMNIFICATION
The successful proposer shall be required to agree to indemnify and hold harmless the Town of Cortland and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful proposer, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful and the proposer shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the Town in the defense of such claims and losses, including appeals.

TERMINATION FOR DEFAULT
If through any cause within the reasonable control of the successful proposer, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the Town shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful proposer of such termination which shall become effective upon receipt by the successful proposer of the written termination notice.

INSURANCE MINIMUM REQUIREMENTS
The Successful Proposer shall obtain, provide and maintain during the term of the Agreement the following types and amounts of insurance which shall be maintained with insurers licensed to sell insurance in the State of Illinois and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Any exceptions to these requirements must be approved by the Town's Risk Management insurer.

Commercial General Liability: A policy including, but not limited to, comprehensive general liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than $1,000,000. Coverage shall be provided on an occurrence basis. The Town of Cortland must be named as certificate holder and additional insured on policy.

Umbrella Coverage Requirement: Minimum of $5,000,000. (Suggested by our insurance carrier)

Pollution Insurance Coverage: Proposer must have pollution coverage. (Suggested by our insurance carrier)

Waiver of Subrogation: Provide a waiver of subrogation in favor of the Town for the General Liability or Workers Compensation coverage. (Suggested by our insurance carrier)

Automobile Liability: A policy including, but not limited to, automobile liability including bodily injury, personal injury, property damage in the amount of a combined single limit of not less than $1,000,000. Coverage shall be provided on an occurrence basis. The Town of Cortland must be named as certificate holder and additional insured on policy.

Worker's Compensation: A policy of Worker's Compensation and Employers Liability Insurance in accordance with State worker's compensation laws as required per Illinois statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Selected Proposer or Town, and shall name the Town and the officers, agents and employees of said organizations as additional insured while acting within the scope of their duties but only as to work performed by the Selected Proposer under this Agreement. This policy cannot be canceled without thirty (30) days prior written notice to the Town.

The Selected Proposer shall file and maintain certificates of all insurance policies with the Town Clerk's Office showing said policies to be in full force and effect at all times during the course of the Agreement. No work shall be done by the Contractor during any period when it is not covered by insurance as herein required. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Illinois and satisfactory to the Town.

Evidence of such insurance shall be submitted to and approved by Town prior to commencement of any work.

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of selected Proposer outside the proposed Agreement, selected Proposer shall give the Town prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the Town. Selected Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.