

ADVERTISEMENT OF BIDS

The City of Carmi is accepting proposals to provide exclusive, city-wide Residential Waste Collection contract beginning August 1, 2022. Sealed bids for the Residential Waste Collection service will be received by the City of Carmi, Illinois until 9:00 am on June 29, 2022 at City Hall, 225 E Main Street, Carmi, Illinois. Bids will be publicly opened and read aloud at that time.

Copies of the Request for Proposals are available on the City website at www.cityofcarmi.com/trash or at Carmi City Hall, 225 E Main Street, Carmi, Illinois, Monday through Friday 8:00 am – 4:00 pm.

Specific questions should be directed to Holly Healy at 618-384-2001 or wedg@cityofcarmi.com.

All sealed proposals must include an executed Non-Collusion Affidavit, Proposed Rates of Service for Residential Customers, and Proposal/Bid Bond as specified.

No bid may be withdrawn within 90 days after the scheduled closing time of receipt of Bids.

The City of Carmi reserves the right to reject any and all Bids, and to waive irregularities in the Bids.

REQUEST FOR PROPOSAL FOR RESIDENTIAL WASTE COLLECTION
To commence August 1, 2022

I. Purpose, Background, Intent and Scope of Service.

A. Purpose of Request for Proposal (hereafter "RFP"). The City of Carmi (hereafter "City") is soliciting proposals from qualified firms interested in providing residential waste collection, beginning August 1, 2022. Contract terms of three, four, and five years will be considered.

B. Exclusivity. The execution of a Residential Waste Collection agreement by the City will constitute the granting of an exclusive license and franchise for residential trash pick up.

C. Background. The City, population approximately 4,850, with approximately 2050 households billed monthly for waste collection. This does include some rural water customers billed for waste collection.

D. Intent. The City's intent and the requirements of the RFP are to provide its citizens with the appropriate level of service, at the best price and with the highest quality. The specifications contained within this RFP document are designed to establish waste collection that provide for the following intended purposes:

1. Establish and maintain a continuous and uniform level of trash pick-up in order to assure protection of the health, safety and welfare of the community.

The successful Bidder shall take such steps necessary to have available suitable land, labor and equipment necessary to dispose of garbage materials removed from the City pursuant to the Agreement and in conformance with all applicable Federal and State of Illinois statutes and State of Illinois Departmental Rules and Regulations. Contractor shall furnish all necessary equipment and labor to collect garbage, refuse, and waste from residential users of the City.

1. Scope of Services. The selected firm will be required to provide all of the services described in this "Request for Proposal", and in the attached "Non-Collusion Affidavit" and "Residential and Commercial Rates of Service" (collectively referred to as "Documents"). Should and conflict arise over the terms, conditions or interpretation of any part of any of the Documents, the City shall solely and conclusively decide the one, true and correct term, condition or interpretation.

II. Proposal Requirements

A. Required Response Format. Each reply to this Request for Proposal ("Response") must be signed by an officer of your firm, indicating that the Response is valid for 90 days and that the officer is legally able to contractually bind your firm. In addition, the following information:

1. Firm Qualifications.

- a. Identify three references from similar sized governmental or other entities where your firm has performed similar services.
- b. A detailed statement of experience in municipal solid waste collection and disposal.
- c. Storage, maintenance and staging facility and office locations.
- d. Proof of ability to meet the City's insurance requirements.

2. Firm Approach.

- a. Discuss how your firm will be able to provide the services to be performed making all collections any combination of Monday-Friday.

The City welcomes and will consider creative and innovative alternatives to the current trash system, when those methods can be shown to provide cost savings and/or overall improvements in the current trash system.

- b. Describe how you will provide each single-family residence with a new trash bin should you be awarded a new contract. If families desire to have two bins, describe how that will be addressed.
- c. Describe how you handle an address missed by the driver.
- d. Describe how you will handle repeat complaints from the City regarding the same driver missing several homes on a repeat basis.

3. Proposed Rates.

Submit your proposed rates for residential pick-up, along with proposed rates for City facilities pick up, as outlined in Section 2.

Churches in Carmi are currently serviced at no cost. Please address how your firm will or will not charge churches.

Currently, some residential customers that have City water outside of City of Carmi corporate limits are being serviced. Please address how your firm will or will not serve these customers.

Garden Home customers at Wabash Christian Village have the driver get out of the trash vehicle and take their bins to the curb. Please include if your firm is able to continue this service.

4. Billing Responsibility.

- a. City shall administer billing of residential customers on a monthly basis with residential charges being included on electric/water/sewer bills, with remittance payable to the City. Receipts will be paid to Contractor monthly for all billing collected less a 10% fee retained by the City.

5. Non-Collusion Affidavit Required. The City prohibits collusion, defined as a secret agreement for a deceitful or fraudulent purpose. The attached Non-Collusion Affidavit must be completed and returned with your Response.

6. Miscellaneous.

a. A set of specifications and drawings describing collection containers in detail that are compatible with containers currently in use.

b. Any additional issues you wish to address.

B. Submittal Requirements. One copy of a complete Response to this RFP must be labeled as indicated below and mailed or hand delivered for receipt no later 9am on Wednesday, June 29, 2022.

City of Carmi
Residential Waste Collection
225 E Main Street
Carmi, IL 62821

C. Proposal/Bid Bond. A bid bond in the amount of \$25,000 shall be submitted with the request proposal. The bond shall be forfeited upon the failure of the proposer to properly execute a contract with the City of Carmi, if the City provided a notice of award to the proposer.

D. All Proposals Binding. Every sealed Response ("Proposal"), received by the City shall be and remain binding upon the Bidder and may not be withdrawn or revoked by the Bidder until after the award of a contract by the City.

E. Imputed Knowledge. The submission of a proposal shall be a representation that the Bidder has carefully investigated all conditions that now or hereafter could affect their ability to perform as offered and that the Bidder is familiar with all relevant laws, ordinances and regulations that may affect their ability to perform.

III. Other Matters

1. Verbal Agreements. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

2. Clarifications. Bidders are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFP.

3. Reservation of Rights. The City reserves and holds at its discretion the following rights and options:

- a. Issue addenda to this RFP, including extending or revising the timeline for submittals;
- b. Withdraw this RFP;
- c. Request clarification and/or additional information from the Bidder at any point in the procurement process;
- d. Execute a Contract on the sole basis of the original proposal, or any additions to proposal submissions;
- e. Reject any or all proposals, waive irregularities in any proposal, accept or reject all or any part of any Proposal, waive any requirements of this RFP, as may be deemed to be in the best interest of the City; and
- f. Re-issue the RFP or modify the RFP at any time, for any reason.

In order to be considered, complete Responses must be received in sealed envelope(s) by the City on or before 9am on June 29, 2022. Firms mailing Responses should allow mail delivery time to ensure timely receipt by the City. Proposals received after the stated time shall not be considered. No fax or email transmittals will be accepted.

IV. Disposition of Proposals. All materials submitted in any Response to this RFP will become public property of the City upon receipt.

SERVICE SPECIFICATIONS

Section 1. Services Required. Contractor shall provide the following services:

- A. **Collection of Waste.** Once a week collection, transportation and disposal of all waste placed at curbside.
- B. **Collection Frequency.** Contractor shall provide for all users a minimum of one (1) collection per week for refuse. The days areas are to be collected shall be determined with the input of the City.
- C. **Collection Points.** Pickups shall be at the alley or street, at the curb or road line of each resident. All garbage, refuse and other waste shall be normal or ordinary trash, refuse and garbage.
- D. **Collection Times.** The City agrees that collection from each residential unit and non-containerized business is required only if refuse is available for collection between the hours of 6:00 a.m. and 5:00 p.m., on the day designated by the Contractor for said collection, unless the refuse is actually present when the collection is made.
- F. **Household Waste Collection.** All users shall be required to place raw garbage (such as fruit and vegetable peels) in plastic bags, milk cartons or to cause said garbage or refuse to be wrapped up in newspapers before being placed in the containers. Garbage and other refuse shall be accepted for pickup as long as they shall be enclosed in reusable containers or throwaway or disposable containers capable of being placed within the truck without breakage or spillage. No such disposable container or bundle shall exceed 3 feet in length, height or width.

G. Waste Containers (non automated). No container may exceed a 32-gallon container size. No containers larger than 32-gallon containers with handles shall be used at any time except upon the specific approval of the same by the Contractor. Users shall be required to maintain their 32-gallon containers or smaller containers in serviceable condition. Contractor shall make every effort to prevent harm or damage to said containers.

H. Waste Containers (fully automated). Contractor will provide each residence with specified wheeled tote to be used for fully automated pickup. Contractor is responsible for maintenance of container. If additional totes are available to customers, please address how you charge and bill for them.

J. Container Replacement/Warranty. All containers shall be warranted for the length of the contract to be free of defects. Repair or replacement of any container during that two year period shall be at the Contractor's sole cost and expense and should be completed in five business days.

Replacement of any container deemed by the City to have been damaged due to customer negligence shall be repaired or replaced at the customer's expense.

Should a question arise as to whether or not an object or material to be collected falls under the terms of the Contract, the Mayor or their designated representative shall make the final decision.

The Contractor shall be responsible for disposal of all collected bulk items in accordance with applicable federal, state and local laws, regulations and ordinances.

Section 2. Other Services Required. The Contractor shall provide the following additional services:

- A. Service for Municipal Buildings and Facilities.** Contractor shall accept and collect City garbage, refuse, and waste at the following locations:
- a. Carmi Municipal Airport- 2 cubic yards container, once every two weeks
 - b. Carmi Public Library- 2 cubic yards container, once every two weeks
 - c. Carmi Street Department- One 6 cubic yards container with 3 lifts per week, one 30 cubic yards container with 1 lift per week, one 30 cubic yards container with on call service for bulk items.
 - d. Burrell's Woods- 2 cubic yards container, 1 lift per week
 - e. City of Carmi Line Barn- 2 cubic yards container, 1 lift per week
 - f. City of Carmi Waste Water Treatment Plant- 2 cubic yards container, 1 lift per week
 - g. Carmi Water Wells- 2 cubic yards container, 1 lift per week

C. Refuse Removal for Non-Contract Waste. A property owner needing to arrange for the removal of non-Contract waste will be instructed to contact the Contractor. The Contractor shall provide the property owner a price quotation for all costs associated with the removal and disposal. The Contractor shall bill the property owner directly the price quoted. This is not considered exclusive to the residential waste provider.

Section 3. Administrative Specifications.

- A. Residential and Commercial Waste Count.** The number of residential and commercial waste counts the City may change during the life of the contract. As of April 27, 2022, the estimated number of residential accounts is 2050, including some accounts outside of corporate City limits. The Contractor shall provide service to each residential or account that is now or later occupied during the term of the Contract and extensions to it. For billing purposes, a location is considered occupied when water service is turned on. A location is considered inactive when water service is turned off.
- B. Billing.** City shall administer billing of residential customers on a monthly basis with residential charges being included on electric/water/sewer bills, with the remittance being payable to the City. Receipts would then be transferred to Contractor with City retaining 10% fee for all billings paid.
- E. Contractor Contact Information.** Contractor shall provide to City and its customers the phone number of a manned telephone or a telephone answering service number, the use of which shall provide a response to customers, within 24 hours, of inquiries concerning service or billing. Contractor shall provide to City the e-mail address, the use of which shall provide a response to the City regarding concerns for service and billing.
- F. Employee Compensation.** The Contractor shall pay its employees an amount not less than the state and federal minimum wage and to abide by the requirements of the Fair Labor Standards Act as amended, and any other wage requirements promulgated by State or Federal agencies having jurisdiction.
- G. Disposal Site.** The Contractor shall dispose of all garbage and refuse material, and other materials removed from the City pursuant to the request in conformance with all applicable Federal and State of Illinois statutes and State of Illinois Departmental Rules and Regulations. Contractor shall furnish all necessary equipment and labor to collect garbage, refuse, recyclables and waste from the residential or commercial users in the City. Should governmental regulatory fees change during the term of the contract the rates will be adjusted up and down within sixty days of having been notified by the contractor.
- H. Insurance Requirements.** Contractor shall provide the City with a certificate of insurance with limits of \$500,000/1,000,000 for bodily injury and \$100,000 for property damage protection and also workman's compensation coverage as required by statute. Said certificate of coverage shall be provided to the City within ten (10) days of execution of this Agreement and a new certificate shall be provided annually.
- I. Contractor's Failure to Perform.** In the event Contractor shall fail to carry out the terms of the Agreement which shall embody these facts and circumstances as its material conditions, Contractor shall be given seven (7) days written

notice specifying breach of the Agreement and directing compliance. Upon failure to do so (within said seven (7) day period) Contractor's rights under the Agreement may be unilaterally declared terminated by the City.

J. Assignment. Contractor shall have no right to assign this Agreement or any rights existing hereunder except upon the express, written consent of City.

K. Laws and Regulations to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws, local ordinances and rules and regulations related thereto. The Contractor shall indemnify and save harmless the City, its officers, officials, representatives, agents and employees against any claim of liability arising from or based on the violation of any such law, ordinance or regulation whether by the Contractor, its employees or any approved subcontractors.

L. Public Convenience and Safety. The Contractor shall at all times observe the ordinances of the City affecting those engaged in the work to be done under the Contract; and the Contractor hereby expressly binds itself to indemnify and save harmless, the City, its officers, officials, and employees from all suits, claims or actions of every manner and description brought against the City for or on account of any injuries or damages received or sustained by any party or parties from the acts, errors, omissions or negligence of the Contractor, its agents or employees including subcontractors in doing the work herein contracted for or by or in consequence of any negligence regarding the same or in any improper materials or equipment used in its performance or by or on account of any act or omission of the said Contractor or on account of any claims of amounts arising or recovered under the Workers' Compensation Law. This indemnity and hold harmless requirement shall include the payment of all costs and expenses, including actual attorney fees, incurred by the City, its officers, officials or employees, and any and all damages of other monies payable.

M. City Not Liable for Delay. In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay of the work herein provided for by injunction or other legal or equitable proceeding, or from or by on account of any delay for any cause over which the City has no control.

The Contractor shall notify the designed City representative in the event of a delay in waste pick up of one hour or more. This includes, but is not limited to, mechanical and weather-related issues.

N. Taxes. The Contractor shall pay all Federal, State and local taxes including, but not limited to, property taxes, sales taxes, social security taxes, and income taxes, which may be chargeable against the labor, material, equipment, real estate or any other items necessary in performance of the Contract.

O. Independent Contractor. The Contractor shall in all respects be an independent Contractor as to the work to be done under the Contract, notwithstanding in certain respects the Contractor is bound to follow the direction of the City

and that the Contractor is in no respect an agent, servant, or employee of the City.

Section 4. Operational Specifications.

A. The Contractor shall abide by the following work rules and regulations:

1. The Contractor shall maintain personnel direction, control and supervision so that collection will be orderly with no unnecessary nuisance created.
2. The Contractor's vehicles shall obey all traffic regulations of the City of Carmi and shall not intentionally interfere with traffic.
3. The Contractor shall employ all works involved with the collection of refuse as denoted in this contract.
4. If containers are tipped over or spilled by Contractor's employees after being properly contained, the Contractor shall collect and remove the spilled material and then leave the site in a clean and sanitary condition, returning containers to the approximate location from where they were taken.
5. Contractor's personnel must present a neat and clean appearance, and be courteous towards customers at all times.
6. Contractor's vehicles must be maintained in good condition, meeting all State and City vehicle requirements as specified by law and kept clean and sanitary. Any vehicle spilling liquid while packing shall be removed from the City streets until the condition has been corrected.
7. Refuse containers must be returned to the place where they were taken as long as that place is on the curbside of the sidewalk or at the curb line. Contractor, declaring it a container to be replaced, may tag improper containers or worn-out containers.
8. The Contractor shall pick up any and all refuse spilled while loading and traveling.
9. Any damage to private or public property caused by the Contractor's vehicle or personnel shall be the sole responsibility of the Contractor who shall take immediate action to contact the owner of the damaged property and repair or replace or arrange for repair or replacement to such damage to the reasonable satisfaction of the owner.
10. The Contractor shall collect refuse and garbage in completely enclosed, leak proof compactor vehicles, and cause all such refuse and garbage collected to be disposed of in compliance with the rules of the State of Illinois Department of Public Health and Environmental Protection Agency and in accord to all laws and rules and regulations applicable thereto.

B. Waste Container Care and Replacement. The Contractor shall exercise all reasonable care and diligence in handling containers. The Contractor must exercise due care in preventing damage thereto and shall replace containers

in an erect position with the lids replaced thereon, or adjacent thereto. In the event the Contractor damages a participant's container(s), the Contractor shall be responsible to replace said container(s) with one of equivalent value at Contractor's expense and within seventy-two (72) hours (excluding Saturday and Sundays).

C. Schedule and Routes. The Contractor shall, prior to execution of the Contract, furnish to the City collection schedules and routes for each section of the City. Any changes to the initially established collection schedules and routes shall be promptly furnished to the City.

The Contractor shall, at his own expense by written notice with postage prepaid and forwarded through the United States mail or by personal delivery, notify each residential and commercial user of the day of the week on which waste and recyclable material shall be collected and any changes to such schedule. This notice shall contain the following information: the day of the week upon which Collections will be made; the name, address and telephone number of the Contractor; the proper location for the containers pending collection, and the time of day at which containers must be so placed.

D. Collection Days and Time. The collection days and times for all services required under the Contract shall be any combination of Monday-Friday and catch-up following the assigned day, in accordance with the ordinances of the City.

E. Observed Non-Collection Days. Contractor shall not be required to collect on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Pickups falling on a holiday will be made on the following day, excepting Sundays.

F. Compliance with Ordinance. The Contractor shall comply with all the provisions of the Code of Ordinances of the City of Carmi, as amended.

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF _____

_____, being duly sworn deposes and says that:

- 1. The party making the foregoing Response to the City of Carmi is doing so in good faith on its own behalf and not on the behalf of any undisclosed person or entity;
- 2. The proposal is genuine and not collusive or sham;
- 3. The proposal has not directly or indirectly induced or solicited any other Bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from proposing;
- 4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
- 5. All statements contained in the Response are true;
- 6. The Bidder has not, directly or indirectly, submitted their quoted price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to anyone to effectuate a collusive or sham proposal; and further,
- 7. The contents of the Response have not been communicated by the Bidder, its agents, servants or employees or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of their sealed bid.

By: _____

Its: _____

Subscribed and sworn to before me this ____ day of _____, 2022, by _____

Notary Public

Seal