

Village of Mackinaw, Illinois

Request for Proposals

Solid Waste Removal and Disposal

Issued:

March 11, 2021

Proposals Due:

April 22, 2021 by 10:00am

## **LEGAL NOTICE**

### **INVITATION TO BID**

#### **Solid Waste Removal and Disposal**

Sealed bids for the services described in this Request for Proposals (“Request”) will be received at the address listed below until April 22, 2021 at 10:00am Local Time.

Bids will be publicly opened and read aloud at the stated time and place below. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All proposals should be addressed to:

Village of Mackinaw  
Re: (vendor name)  
Request for Proposals – Solid Waste Removal and Disposal

Attention: Lisa Spencer  
Village Clerk  
100 E. Fast Ave.  
PO Box 500  
Mackinaw, IL 61755

Proposal packets are available online at <https://www.mackinawil.gov>. The link can be found under the Business Tab – Bids & RFP’s. Additional packets may be picked up at the Mackinaw Village Hall, 100 E. Fast Ave, Mackinaw, IL 61755. Please contact the Village Clerk to schedule a time to pick up the packet.

The successful bidder must provide a performance bond and proper insurance as provided in the contract. The contractor must comply with all applicable law.

Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all bids and to waive any informality in bidding. The Village of Mackinaw Board of Trustees will make the final award of the Contract. The successful bidder and the Village will execute a contract set forth in the bid package withing thirty-five (35) days from the award of the contract.

#### **QUESTIONS REGARDING THIS REQUEST SHOULD BE IN WRITING AND DIRECTED TO:**

Lisa Spencer, Village Clerk, 100 E. Fast Ave, PO Box 500, Mackinaw, IL 61755.

Email: [collector@mackinawillinois.org](mailto:collector@mackinawillinois.org)

## INTRODUCTION

1. **Description of Work:** The project includes furnishing all labor, materials, and equipment necessary for the solid waste removal and disposal for the Village of Mackinaw, as detailed herein. Service is to be weekly, curbside, residential solid waste removal and disposal, and monthly recycling. For all residents of the Village, currently **660** units.

The Village requests separate proposals for service with and without monthly curbside recycling pickup collection.

2. **Equipment:** All equipment required to perform the contract is the sole responsibility of the contractor and should be included in the proposal. All equipment must be in good and proper operating condition, and safe for operation on the streets and roads of the Village and use automated side loader garbage trucks.
3. **Term:** The service term shall be three (3) years.
4. **Insurance:** The bidder must include proof of insurance or a binder for coverage with bids.
5. **Payment:** The bidder will invoice the Village monthly. The Village will bill and collect from residents and pay bidder's invoice regardless of the amount collected by the Village. Payment shall be due on or before forty-five (45) days from receipt of Contractor's invoice.
6. **Conditions:** The bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of the Contract.
  - A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. The bid cannot include any amounts of money for these taxes.
  - B. To be valid, the bids shall be itemized so that selection for purchase may be made, there being include in the price of each unit the cost of delivery (FOB Destination).
  - C. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
  - D. All bids shall be good for thirty (30) days from the date of the bid opening.

- E. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to the employment of labor without discrimination on the basis of age, race, color, handicap, sex, national origin, ancestry, religion, and prevailing wages.
- 7. **Equal Opportunity:** The bidder will not discriminate against any employee or applicant for employment because of race, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
- 8. **Non-Discrimination:** The bidder, its employees, and subcontractors, agree not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 9. **Bid Opening:** Bids will be publicly opened and read at the Village Hall on April 22, 2021 at 10:00am Local Time.
- 10. **Non-Conforming Bids:** The Village may, in its discretion, consider non-conforming bids, but shall not be required to do so.

## Specifications

- Bids will be accepted for curbside solid waste and/or recycling collection based on a monthly rate per each household (the “Services”) for each of the following options:
  - **Option A:** The Services will include regularly scheduled:
    1. weekly residential curbside solid waste collection; and
    2. monthly residential curbside recycling collection.
  - **Option B:** The Services will include regularly scheduled:
    1. weekly residential curbside solid waste collection.
- **For both Option A and Option B:** Contractor will provide one (1) curbside cleanup per year, scheduled in cooperation with the Village, where residents can place large bulky items and any other contained/bagged waste at the curb for collection. (Hazardous material, materials with protruding nails and electronics not included.) Contractor shall notify residents of the date of such cleanup service. Bulk items on dates other than the annual cleanup day shall be picked up by Contractor with advance notice, at a flat rate of \$15, including “white goods” at the rate of \$15 per appliance.
- The Services initially will be for **660** residential customers within the corporate limits of the Village and adjusted for residential customers that leave or enter the corporate boundaries. Adjustments shall be made not less frequently than weekly, and *pro rata* charges made for less than full month services. The Services will not include service to any non-residential location within the Village of Mackinaw. No commercial, industrial, or other non-residential customers shall be included with the scope of the Services.
- The Contractor shall annually make retroactive billing adjustment for the number of residents who do not use the services for all or part of the year. The Village shall advise the Contractor of the number of residents not using the service and the period of time that the service was not provided to such residents, and the Contractor shall adjust the total annual charge based on that information.
- Contractor will furnish up to two (2) 95-gallon industry standard containers or smaller if requested for each household at no charge.
- Contractor shall provide assistance with pickup, moving cans from house to curb and back, for elderly or disabled residents as designated by the Village.

- ***For purposes of Option A only:*** Contractor will provide one (1) 95-gallon industry standard recycling container (“Tote”) for each household at no charge. Totes will be provided only to the residents that wish to participate in curbside recycling.
- All Contractor provided containers will have secure, attached lids and shall be kept in good repair and condition to prevent spillage and spreading of contents.
- Contractor will provide the following locations and service at no additional charge:

Location	Size of Container	Frequency
Village Hall, 100 E. East Ave.	2 yards	Weekly
Public Works Shop, 830 Smith St.	2 yards	Weekly
Community Center, 101 S. Orchard St.	2 yards	Weekly
Westwood Park, 502 W. Second St.	2 yards	Weekly
Brock Lake, 29550 E. Hoffman Rd.	2 yards	Weekly
Event Pickup	As Needed	2x Yearly

- Collection routes and schedules must be approved by the Village prior to implementation or changes in approved routes.
- Contractor must designate an office with adequate assistance to receive service requests and complaints from the Village, and a manager/representative with whom the Village shall communicate as needed, together with a telephone number or other means of contact acceptable to the Village and keep that information current at all times.
- Contractor must provide and publish to residents a list of holidays when trash collection will not occur and substitute service notification. If Contractor fails to pick up waste properly left at the curb for pickup, Contractor shall return and pickup that waste withing twenty-four (24) hours of notification by the Village.
- Contractor must be licensed in the State of Illinois and operate in compliance with all applicable laws and regulations.
- All vehicles used by the Contractor in providing the services must be manufactured and maintained to conform to the current American National Standards Institute (ANSI) standard Z245.1
- Contractor’s equipment must be kept in proper repair and sanitary condition. Contractor shall not allow spillage or leakage from its equipment onto the Village’s streets or roads.

- Contractor's vehicles will bear, at a minimum, the name and phone numbers of the Contractor that will be plainly visible on both cab doors.
- Contractor's employees must wear uniforms identifying Contractors. Shirts are required at all times.
- Contractor must use, for disposal of waste, a disposal site that is in compliance with all laws, rules, and regulations that pertain to disposal of waste.
- Contractor must maintain the following insurance minimums for the duration of the Contract:
  - Workmen's Compensation Insurance: All Liability imposed by Workmen's Compensation statute.
  - Employer's Liability Insurance: \$1,000,000;
  - Contractual Liability Insurance: \$1,000,000;
  - Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits;
  - Commercial General Liability: \$1,000,000 (each occurrence);
  - Bodily Injury: \$1,000,000 (each person)/\$1,000,000 (each accident);
  - Property Damage: \$1,000,000 (each occurrence);
  - Automobile Liability: \$1,000,000 combined single limit (each accident); and
  - Umbrella Liability: \$2,000,000 (each occurrence)/\$3,000,000 (aggregate).

All insurers must be acceptable to the Village, authorized to do business in the State of Illinois, and in compliance with the provisions of the attached specimen contract.

- Contractor must maintain and pay for all licenses and permits necessary to perform all aspects of trash and/or recycling collection for the Village and provide copies of same to the Village prior to beginning services and on request.
- The Village will be responsible for all resident service arrangements, billing, collection, and to coordinate resolution of resident complaints or problems regarding services.

- The Contractor shall provide the Village an aggregate statement of services, including changes to services (*e.g.*, starts and/or stops) on a quarterly basis. The Village shall process payment in its normal course of business and payment and make such payment within forty-five (45) days of receipt of the statement.
- The Contractor shall execute an agreement with the Village, a specimen copy of which is attached hereto, with thirty-five (35) days of notification of the acceptance of its bid. The agreement shall not automatically renew without affirmative approval by action of the Village Board.

(SPECIMEN CONTRACT)

**CONTRACT**

This contract is entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the Village of Mackinaw, IL (Village) and \_\_\_\_\_ (Contractor) for services pursuant to the Village's Request for Proposals, Solid Waste Removal and Disposal, issued \_\_\_\_\_. The entire bid package together with the Requests for Proposals, Contractor's bid, and all exhibits and attachments to each, and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this Contract.
3. **Term:** This Contract is for a term of three (3) years, unless terminated prior thereto as provided herein. This agreement shall not be renewed or extended without affirmative approval of the Village Board.
4. **Billing/Invoicing:** All billing and invoicing will be accomplished as provided in the Request for Proposals. After receipt of a correct statement, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505 et. seq.;
5. **Insurance and Indemnity Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, together with their officers, agents, employees, and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers', agent's, employee's negligence in the performance of services under this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s)

required herein upon annual renewal of the subject policies, or issuance of new policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. All insurers must be acceptable to the Village, authorized to do business in the State of Illinois, and in compliance with the provisions of the attached specimen contract.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

- a. Workmen's Compensation Insurance: All Liability imposed by Workmen's Compensation statute.
- b. Employer's Liability Insurance: \$1,000,000;
- c. Contractual Liability Insurance: \$1,000,000;
- d. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits;
- e. Commercial General Liability: \$1,000,000 (each occurrence);
- f. Bodily Injury: \$1,000,000 (each person)/\$1,000,000 (each accident);
- g. Property Damage: \$1,000,000 (each occurrence);
- h. Automobile Liability: \$1,000,000 combined single limit (each accident); and
- i. Umbrella Liability: \$2,000,000 (each occurrence)/\$3,000,000 (aggregate).

Contractor shall indemnify and hold the Village harmless of and from all claims, demands, suits, actions or loss arising from the provision of Services, except as to the Village's willful misconduct, to the extent permitted by law, including but not limited to reasonable attorneys' fees, costs and expenses incurred in defending such claim, demand, suit, or action.

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:

- a. Acts of nature;
- b. Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;
- c. Acts of war;
- d. Acts of civil or military authority;
- e. Embargoes;
- f. Work stoppages, strikes, lockouts, or labor disputes;
- g. Public disorders, civil violence, or disobedience;
- h. Riots, blockages, sabotage, insurrection, or rebellion;
- i. Epidemics or pandemics;
- j. Terrorist acts;
- k. Fires or explosions;
- l. Nuclear accidents;
- m. Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n. Major environmental disturbances; or
- o. Vandalism.

If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

7. **Equal Opportunity and Non-Discrimination:** Contractor shall at all times be in full compliance with all applicable equal employment opportunity and non-discrimination statutes, regulations, ordinances, and policies. Contractor shall not discriminate on any illegal basis in the provision of the Services.
8. **Village's Remedies:** If, in the opinion of the Village, the Contractor has not or is not satisfactorily performing the Services, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:
  - a. Withhold payment;
  - b. Consider all or any part of this Contract breached and terminate the Contractor;  
or
  - c. Hire another contractor to cure any defects in performance or provide the Services for the remaining term of this Contract.

Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues.

In the event of Contractor breach, nothing contained herein shall be construed or interpreted to limit the remedies available to the Village in law or equity, and in the event of a breach the Village shall be entitled to recover from the Contractor its reasonable attorney's fees, costs and expenses incurred due to such breach.

**9. Miscellaneous:**

- a. This Contract shall be construed, interpreted and governed by the laws of the State of Illinois.
- b. Any claims arising from terms and conditions of this Contract shall be venued in the Circuit Court, Tazewell County, Illinois.
- c. This Contract is subject to approval by the Village Board of Trustees and shall not be valid or effective prior to such approval.

**Contractor:**

**Village of Mackinaw, Illinois**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**By:** \_\_\_\_\_  
Print Name

**By:** \_\_\_\_\_  
Print Name

**Its:** \_\_\_\_\_  
Position

**Its:** \_\_\_\_\_  
Position

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_