

REQUEST FOR PROPOSALS

Curbside Solid Waste and Recyclable Hauling

INVITATION

Lisle Township, Illinois (“Township”), is requesting proposals from qualified companies (each a “Respondent”) interested in being the exclusive provider of curbside solid waste, yard waste, and recyclable hauling services to residences in the unincorporated areas of the Township. There are approximately 4018 residences in these areas. A list of the streets in these areas is attached as Exhibit A and a map of these areas is attached as Exhibit B.

The intent of this RFP process is to select one exclusive contractor for hauling services.

General conditions and requirements of the proposal process, and the significant service requirements any contract would contain, are described in general terms below. Any contract awarded (“Contract”) would be to the lowest responsible bidder based on the Evaluation Criteria below. The company selected that enters the Contract with Township is the “Hauler”.

Each proposal must address the items in the below description, explain any deviation from these requirements the Respondent would require, and include a completed pricing chart using the form attached as Exhibit C. Respondents may offer additional alternatives for consideration of the Township, however they will not be considered without being responsive on the pricing and services outlined below. Proposal instructions and evaluation criteria appear below.

GENERAL CONDITIONS AND REQUIREMENTS

Process:

This Request for Proposal (RFP) is an invitation to submit a proposal and does not commit the Township to choose any Respondent or enter a contract with any entity. Each Respondent is responsible for its own costs of responding, of the proposal review process, and of the contracting process.

Any questions on the RFP shall be received by October 16 and will be answered to all interested parties by October 18. Questions shall be sent to mmullen@lisletownship.com, with the subject line “Questions: Waste Hauling RFP.”

Lisle Township reserves the right to:

- refuse any proposal which does not substantially comply with the service requirements
- reject any proposal with or without cause and without explaining the rejection
- cancel the proposal process
- negotiate a Contract with any, all, or none of the Respondents

Lisle Township reserves the right to meet with each Respondent, inspect Respondent’s facilities and equipment, and observe Respondent’s operations.

After the selection process has ended, all proposals and any supporting documentation and materials submitted will be public information and made available in accordance with the Illinois Freedom of Information Act. If a Respondent believes any document or material is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/1, et seq.), it may inform the Township in writing of the exact document and/or material and the applicable exemption. The Township, however, retains sole discretion over any response for records it receives under the Act.

Contract:

Contract Effective Date: The Contract would take effect January 1, 2020 and have a two-year term, with two one-year option years.

Employment Practices Issues: If Hauler fails to comply with any provision of the Equal Employment Opportunity Act, The Americans with Disabilities Act (ADA), the Illinois Human Rights Act, or the Human Rights Commission’s Rules and Regulations for Public Contracts, the Hauler may be ineligible for future contracts or subcontracts, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

No-Strike Provision: The Contract will have a “no-strike” provision.

Insurance: Hauler must procure and maintain for the duration of the Contract and at its own expense insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having rating not less than “A” or better, as described in the AM Best Rating Guide. Hauler must maintain limits no less than:

- A. WORKER’S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
 - 1. Workmen’s Compensation State Statutory Limits
 - 2. Employers Liability \$500,000

- B. COMMERCIAL GENERAL LIABILITY COVERAGE
 - General Aggregate Limit \$2,000,000
 - (Other than Products-Completed Operations).
 - Products-completed Operations Aggregate \$2,000,000
 - Personal & Advertising Injury limit \$1,000,000
 - Each Occurrence Limit \$1,000,000
 - Fire Damage Limit (any one fire) \$ 50,000
 - Medical Expense Limit \$ 5,000

Note: There shall be no exclusion for explosion, collapse, and underground property damage.

- C. AUTOMOBILE LIABILITY
 - Each Accident \$1,000,000
 - All owned, non-owned & hired vehicles to be insured.

D. UMBRELLA LIABILITY COVERAGE

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$1,000,000

Lisle Township, and all beneficiaries there under and agents thereof shall be named as additional insureds on a primary and non-contributory basis. Hauler shall provide certificates of insurance to the Township.

Indemnities: Hauler shall indemnify and hold harmless the Township, its officers, elected and appointed officials, employees, agents, and volunteers (“Indemnitees”) from any and all liability, losses or damages, including attorney’s fees and costs of defense, the Indemnitees may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker’s compensation claims, in any way resulting from or arising out of the operations of Hauler under this Contract, including operations of subcontractors; and Hauler shall, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Indemnitees in any such action, Hauler shall, at its own expense, satisfy and discharge same. Hauler expressly understands and agrees that any performance bond or insurance protection required by Hauler, or otherwise provided by Hauler, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Indemnitees as herein provided.

Assignment/Sub-contractors: Contract will not be assignable by Hauler. Hauler will be required to perform the services with its own employees, not with subcontractors.

Single Point-of-Contact: The Hauler will provide a single point-of-contact to the Township who will be responsible for addressing any issues that arise and providing detailed responses on how issues have been addressed.

Reporting: Contract will require quarterly reporting on customer usage and on customer service, including complaints received and their resolution.

Property Damage: Contract will require Hauler to take all reasonable precautions to protect public and private property, to report any damage caused to Township, and to repair damaged property to original condition.

Law, Taxes, Fees: Contract will require Hauler to comply with all applicable laws and regulations, pay all taxes applicable to the Services, and pay all fees.

Default/Penalties: Contract will contain detailed service requirements. Hauler’s failure to meet these requirements will result in remediation, penalties, and/or termination.

Disasters: Contract will require Hauler to provide special/extra services if a natural disaster results in the need for waste removal.

Billing: All billing for monthly fee services will be by Hauler and sent directly to the homeowners receiving service.

SERVICE REQUIREMENTS

Your proposal must include and address the following requirements, each of which will be addressed in the Contract to be awarded by the Township:

1. All the labor, materials, tools, expendable equipment, supplies, vehicles, transportation services and landfill facilities required to perform and complete the collection, disposal and disposition of solid household waste, yard waste and recycling (“Services”) to all residences in the unincorporated areas of the Township.
2. These services will include weekly curbside collection and disposal of all household waste, yard waste, recycling and large household items (including “White Goods”).
3. Collection operations will not begin before 6:00 am and shall cease by 6:00 pm. No collections on Sunday.
4. All collections within a subdivision, and along a street if not within a subdivision, will occur on the same week day (i.e. all homes in the Century Hill subdivision to be picked up on the same day).
5. Hauler may not charge any fee for payment by any particular method, and may not add a supplemental fuel charge.
6. Resident choice between two options for household waste hauling services: i) a flat monthly fee for unlimited hauling, with various sizes of containers; or, ii) a volume-based user fee (“Sticker”).
7. The Unlimited option allows the residents to use their own container(s) or a container sold or rented to them by Hauler. Any rental rate shall be fixed for the Contract term, with a fixed annual adjustment allowed. For each size of container, the Hauler shall address each size on the pricing chart. Hauler shall contract directly with each resident that elects the unlimited option.
8. Residents who don’t contract with Hauler for the unlimited option can dispose of their solid household waste by attaching a sticker to an appropriate 30-40 gallon disposal unit or plastic bag. Large household items that don’t fit in a bag or disposal unit, like White Goods, will require one sticker for every fifty (50) pounds of weight. The cost per sticker shall be fixed for each year of the Contract term, with a fixed contractual annual adjustment allowed.
9. Yard waste disposal will be by yard waste sticker affixed to a disposable yard waste bag or bundled brush. Yard waste bags will not exceed 33 gallons or weight more than 60 pounds. Yard waste bundles must be secured by biodegradable twine and can’t exceed 4 feet in length and 2 feet in diameter. Yard waste will be collected from April 1st through December 1st of each year.
10. Hauler will produce both types of stickers and arrange for them to be sold at the Township office and local retail establishments (i.e. Jewel, Ace Hardware). Stickers will be usable for two months into the next Contract year.
11. Hauler will provide for the collection of all recyclable material placed for collection at no additional cost to any resident. Once collected, the recyclables will belong to Hauler to derive

whatever it can from them. Residents shall be provided a container for recycling comparable to the size of the waste hauling containers proposed.

12. Hauler will:

- Maintain a single office the public and Township may contact, by toll free phone number or mail, to make inquiries and submit complaints.
- Provide a route supervisor to oversee its operations in the Township.
- Jointly with the Township establish reasonable administrative procedures for the prompt investigation and courteous resolution of resident complaints. These procedures must include a daily log of complaints received and their resolutions. This log will be provided to Township on a monthly basis, or more frequently if requested by Township.
- Collect and maintain accurate data and submit monthly reports to Township on all hauling operations including all relevant information concerning i) the total weight and volume of waste and recyclables collected by category and subscription type, ii) the total number of stickers sold each month by type and sale location.
- Prepare a brochure detailing the collection schedule, collection requirements, and a recycling guide. Said brochure must be approved by Township and sent by Hauler to each applicable resident not less than two weeks prior to the Contract effective date and each subsequent annual Contract anniversary date.

13. Collection and disposal of Christmas trees during the first three weeks in January each year.

In recent years, the Township has provided this service in past years. This item will be an alternate bid, which the Township may or may not elect to accept. The cost for Christmas tree pickup will be paid directly by the Township.

EVALUATION CRITERIA

In evaluating each proposal, in addition to the cost of services, the Township will examine each Respondent's:

1. Ability, capacity and skill to perform the Service;
2. Character, integrity, reputation, judgment, experience and efficiency; and
3. Financial resources and ability to provide the service.

Lisle Township is looking for the provider who is best-equipped, competent, and experienced in the provision of like hauling services and whose proposal is most advantageous to Township residents. Although price is a factor in evaluating the proposal, the contract will not simply go to the lowest bidder.

INSTRUCTIONS FOR SUBMITTING A QUOTE

All proposals are to be placed in a sealed, opaque envelope clearly marked "Sealed Proposal for Solid Waste Hauling Services from (Name of the Respondent)". The envelope should be addressed to Township Clerk, Bob Klaeren, Lisle Township, 4711 Indiana Ave, Lisle IL 60532.

All proposals must include a cover letter with a short introduction explaining Respondent's unique capabilities in layperson's terms.

Proposals may include any additional materials and information that may assist Township in evaluating the proposal.

Contact Mary Jo Mullen, Township Supervisor, at mmullen@lisletownship.com with any questions not addressed in this RFP. Written responses to all submitted questions will be distributed to all parties who have indicated their interest in this RFP to the Township.

Each Respondent must provide one (1) original and (3) copies of their proposal by hand delivery or by mail. Proposals that are faxed or emailed will be rejected.

It is each Respondent's responsibility to make sure its proposal is received by Mr. Klaeren by November 1, 2019. Sufficient time must be allowed for delivery, as the postmark will not be considered. Proposals must be valid until February 1, 2020.

Dated: October 2, 2019