

(EXHIBIT 1)

**City of Monticello, Illinois  
Residential Refuse and Recycling  
Collection Program – Request for Proposals**

**August 8, 2022**

**(Exhibit A)**

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## SECTION 1: REQUEST FOR PROPOSALS

### A. Request for Proposals

The City of Monticello, Piatt County, Illinois, (hereinafter referred to as "City") is seeking proposals for a **residential solid waste collection and disposal service program with an initial term from January 1, 2023 through December 31, 2027**. This Request for Proposal (RFP) document describes in detail the City's objectives and criteria for the establishment of a solid waste collection and disposal service program, as well as the anticipated review and selection process.

**The City intends to enter into agreements with a single, qualified firm to manage the City's refuse and recycling and disposal services for all participating residents.**

The company (hereinafter referred to as "Contractor") providing a proposal for such services shall submit a sealed proposal in accordance with the specifications of this RFP document.

### B. Contract Document

It is the express intent of the City that all specifications as outlined in this RFP, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

Any exclusive franchise contract granted will incorporate the content of this RFP, also referred to as Exhibit A, as the basis for terms of service.

### C. Alternate Proposals

As part of the completion of the proposed rates for service as included in Exhibit B, the City will be seeking alternate proposals that include monthly, weekly and twice a month refuse collections, recycling collection, bulk item pickup, and white good item pickup.

The City is seeking alternate proposals as laid out in Exhibit B and other collection services as laid out in Exhibit D.

### D. Contents of Proposals

1. Provide an executive summary of the company which includes the company's name, address, phone/fax numbers and website address as well as a description of the company's experience including relevant experience serving municipalities.
2. Provide contact information for the person submitting the company's proposal, including name, title, phone/fax numbers, mailing address and email address.
3. Provide a list of municipalities where the company currently holds an exclusive franchise contract to provide refuse and recycling collection within 100 (one hundred) miles of the City of Monticello within the past five years.
4. Provide a list of at least three (3) references from municipalities the company currently provides refuse and recycling. Indicate whether a reference currently utilizes a sticker program for refuse or recycling collection.

5. Provide a description of how the company will implement and provide services as outlined in the RFP, including the company's qualifications.
6. Provide a breakdown on the number of garbage and recycling trucks proposed to be utilized in the collection program on a daily basis (i.e. the total number of trucks for one (1) day pickup would be essentially double the amount of trucks for two (2) day pickup). All of these trucks should display, at the minimum, the name of the Contractor and a vehicle identification number clearly visible on both sides.
7. Describe the company's proposed fee for providing services as provided in this RFP by completing Exhibit B and Exhibit D.
8. A \$2,500 proposal security as described in section 1-I of this RFP.
9. A map showing how the City would be divided and the days of collection service for each divided section of the City should the Contractor propose a two-day collection.

**E. Time Schedule for Consideration**

	Date
Public Release of the RFP	August 12, 2022
Pre-Proposal Meeting –City Hall	September 6, 2022
Proposal Submission – City Administrator	October 11, 2022
City Council Meeting recommending contractor	November 14, 2022
City Council Meeting awarding contract	November 28, 2022
Contract Start Date	January 1, 2023

**F. Pre-Proposal Meeting**

Prospective contractors are required to attend a mandatory pre-proposal meeting to discuss the collection services as set in this RFP and to have any clarification questions answered. The pre-proposal meeting shall take place on Tuesday, September 6, 2022 @ 10:00 a.m. at the City of Monticello City Hall, 210 North Hamilton Street, Monticello, IL 61856. All questions will be noted and written answers to all questions will be provided to all who attend.

**G. Proposal Deadline**

All proposals must be received at the Monticello City Hall, 210 N. Hamilton Street, Monticello, IL 61856 by 11:00 a.m., Tuesday, October 11, 2022. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to Terry Summers, City Administrator, phone 217-762-2583 or email [tls@cityofmonticello.net](mailto:tls@cityofmonticello.net) and not to any other person at the City. All substantive questions and answers will be shared with all registered candidates that attend the mandatory pre-proposal meeting.

**H. Basis of Selection**

The City of Monticello will evaluate proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the City of Monticello with the services as specified in this RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal.
3. The Contractor's references from municipalities where the Contractor currently holds or held an exclusive franchise contract within the last five years.
4. The Contractor's financial proposal as specified in Exhibit B and optional services as provided in Exhibit D.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the City of Monticello.

**The City of Monticello has the right to waive technicalities, modify, and reject any or all proposals.**

#### **I. Proposal Security**

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or bank cashier's check in the amount of \$2,500, made payable to the City of Monticello.

Proposals submitted without the required security shall be rejected.

After formal notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required letter of credit. The Contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

The successful Contractor's security shall be retained until the required letter of credit has been furnished, at which time the proposal security will be returned to the selected Contractor.

Proposal securities of the proposing Contractors shall be held until the successful Contractor's letter of credit has been furnished, at which time the checks will promptly be returned to the unsuccessful Contractors.

#### **J. Withdraw of Proposals**

A written request for the withdrawal of a proposal may be granted if the request is received by the City Administrator prior to the specified submittal deadline. After the deadline, the Contractor cannot withdraw or cancel its proposal.

#### **K. Competency of Contractors**

The opening and reading of proposals shall not be construed as acceptance by the City. The City reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications therein.

**L. Service Implementation**

All aspects of the refuse and recycling collection service selected by the City must be implemented by January 1, 2023.

**M. Contract Document**

It is the express intent of the City that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

**SECTION 2: PROJECT OVERVIEW**

**A. General Description of Services**

The City of Monticello is a community of approximately 6,000 residents located in Piatt County, Illinois. The City is seeking one qualified and responsible Contractor to provide refuse and recycling collection services. The contractor shall provide these collections as desired by the participating resident and pursuant to Exhibit B (approximately 1,700 households). Multi-family properties serviced by centralized dumpsters, commercial properties and industrial properties are excluded from this contract.

A summary of participating residents for 2020 and 2021 is available in Exhibit C of this RFP. The values presented are estimates only and are based upon submitted information from the applicable haulers.

**B. Exclusive Contract**

It is the intent of the City to award the Contractor the sole exclusive franchise contract and privilege to collect refuse and recycling from all participating single family and multi-family residences within the City, excluding multi-family properties serviced by centralized dumpsters. Commercial, industrial and institutional properties are also excluded from this franchise contract.

**C. Initial Term of Franchise Contract**

The initial term of the franchise contract shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027, unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as the effective date of termination by certified mail, return receipt requested.

**D. Renewal Term of Franchise Contract**

Not later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a three (3) year contract extension. It shall be the right of the City to determine whether or not to proceed with the process to negotiate a three (3) year contract extension. Should the City and Contractor pursue, but fail to agree on mutually acceptable terms for a three (3) year contract extension, the City shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.



**E. Weekly, twice per month and monthly Collection**

Currently the City receives refuse collection on a weekly basis and recycling collection every other week. The current collection days are established by each hauler and the collection day varies per hauler. The frequency of collection will be established by the resident based upon the rates provided by the Contractor within Exhibit B.

Proposals for a one (1) day collection program are desired. Any two (2) day collection proposal must include which day's service would be conducted and a plan for how the City would be divided. For a two (2) day proposal, each divided section of the City must still receive refuse and recycling pickup on the same day.

**F. Price Changes**

The cost of refuse and recycling collection shall be amended annually in accordance with the Contractor's proposal of rates in Exhibit B. Any annual increase indicated in Exhibit B shall go into effect on January 1<sup>st</sup> of each year of the franchise contract.

**G. Collection of Charges**

All charges for services shall be collected directly by the contractor as indicated by the Contractor. It will be the sole responsibility of the Contractor to collect all past due monies. The Contractor shall be responsible for all delinquent customers and at the sole expense of the Contractor.

**SECTION 3: SCOPE OF WORK**

**A. Program Design**

The method of collection shall be what it currently is, which requires residents to use the approved Contractor owned container for refuse and recycling.

As part of this program, the Contractor will provide one (1) 64 or 65 gallon recycling cart and either one (1) 32 or 35 gallon, one (1) 64 or 65 gallon or one (1) 95 or 96 gallon refuse cart as so desired by the resident to each resident at no charge. Contractor shall work with the residents prior to rollout to determine which size cart the resident desires. Residents shall also have the ability to switch out the size of cart at no charge and rent additional recycling or refuse carts on a monthly-basis for a flat rate of service. Fees and charges shall not be retroactive.

Refuse and recycling collection shall be conducted year-round.

Recycling shall be collected on the same day as the refuse is collected and at the same frequency as the refuse collection schedule.



**B. Cart Supply**

The carts shall be between 32-96 gallons in size, commensurate with what the resident requests. Refuse and recycling carts should be distinguishable dependent on type of collection.

**C. Handling of Carts and Cans**

After collecting Refuse and Recyclables from a resident, the Contractor shall return all Carts and Cans to the location at which they were found. No Cart or Can shall be thrown or left lying on its side. Any material spilled in the parkways or streets is to be cleaned up by the Contractor.

The Contractor is responsible for any damages to any Cart or Can that result from careless handling by a contractor's employee. When a resident reports damage to a waste container that has been caused by a contractor's employee, the Contractor will replace the container at no cost to the resident. Unpleasant odors shall not be considered damage that necessitates replacement by the Contractor.

In the event that a Cart is lost or damaged by a resident, that resident shall pay a Cart Delivery Fee for its replacement.

**D. Days of Collection**

The Contractor shall provide at a minimum once a week, refuse, and recyclable collection service to all participating single-family, attached single-family, and multi-family residential properties. The City will consider one (1) or two (2) day pickup only. The Contractor shall designate day(s) the program will take place in accordance with Exhibit B and include a diagram of how the City would be divided for any proposed two (2) day pickup program. Any boundary line streets shall have both sides of that street collected on the same day.

**E. Hours of Collection**

The Contractor shall not commence work before 6:00 a.m. and shall cease collection by 7:00 p.m. The Contractor shall furnish a sufficient number of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to all participating Monticello residents with as little noise, disturbance and disruption as possible.

**F. Point of Collection**

Refuse and recyclable materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served.

In the event that it is not practical for refuse and recycling materials to be collected directly from the curb/edge of pavement at a property or in a specific development, the Contractor shall work with the residents on resolution and notify the City of the outcome.

**G. Examination of the Service Area**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which could affect the execution and/or completion of the work covered by Exhibit A. The City reserves the right to construct improvements and/or to permit construction on any City street, even if these activities hinder the Contractor's provision of Service. In such cases, the Contractor shall continue to provide Service in accordance with all specifications and at no additional cost to the City or residents.

**H. Holidays**

The Contractor shall not be required to provide refuse, or recyclable collection services on the following recognized holidays:

<i>New Year's Day</i>	<i>Independence Day</i>	<i>Thanksgiving Day</i>
<i>Memorial Day</i>	<i>Labor Day</i>	<i>Christmas Day</i>

In the event that any of these holidays fall on a week-day, all refuse, and recyclable collection services on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday. If collection is scheduled on a Friday, collection shall also be provided on Saturday, as a result of the holiday.

**I. Employee Conduct/Quality of Performance**

The Contractor shall undertake to perform all collection and disposal services rendered herein a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal substances by its drivers and crewmembers while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois drivers licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including gross vehicle weight and speed limits.

#### **J. Vehicles**

All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number, which are clearly visible on both sides of the vehicle.

All vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse or recyclables, can leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close the openings. The Contractor shall be responsible for the immediate collection and clean-up of the litter.

All vehicles used by the Contractor in the City shall be fueled by compressed natural gas, ultra-low-sulfur diesel (ULSD), or a biodiesel blend.

#### **K. Change in Service**

If the City should wish to change the type of service provided for during the term of the contract including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the City shall have the option to initiate the change in service by notifying the Contractor in writing at least thirty (30) days prior to the date such service is to begin. The City and the Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served. The City shall not be required to extend the length of the contract if there is in fact a change in service(s).

#### **L. Expiration Process**

The City reserves the right to allow the Contract to expire on December 31, 2027.

The Contractor shall submit all data requested to the City prior to June 30, 2027.

The Contractor shall communicate to customers how the balance of all customer accounts will be refunded after the Contract expiration. The Contractor shall refund the balance of all customer accounts no more than fourteen (14) days after the final day of Service.

The Contractor shall be responsible for collection on all accounts that remain in arrears at the end of the Contract Term.

#### **M. Future Development/Annexations**

The Contractor shall service any land annexed to the City of Monticello during the term of the contract, as well as any desired residential dwellings constructed during said term. Service to land annexed to the City and future residential development shall be provided on the same terms as set forth herein.

Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the City.

**N. No Strike Employee Shortage Guarantee**

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform its obligations under any contract.

**O. Additional Requirements/Disposal Facilities**

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. All Recyclables shall be recycled regardless of the income received or cost resulting from their sale.

The Contractor at all times shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency (IEPA), the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specification and provisions contained in the Contract.

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.

**SECTION 4: REFUSE COLLECTION**

**A. Refuse Collection Program**

The collection of household garbage shall be offered on a year round basis.

**B. Refuse Cart Service**

The Contractor shall provide a free 32-96 gallon refuse cart to each participating household via exclusive franchise contract with the City. The Contractor shall provide the carts and any other related equipment necessary for collection to residents. The flat monthly rate for this service shall be provided on the enclosed price quotation sheet (Exhibit B).

**C. Additional Refuse Containers**

Refuse must be properly contained in cans or bags, and is not to exceed 35 gallons in size or 50 pounds in weight per can or bag, or large items that cannot be containerized. Refuse which is not

readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

There shall be no limit on the number of containers placed out for collection by a given household, provided all containers meet the requirements above.

**D. Collection Standards**

The Contractor shall be required to provide a tagging system for any refuse container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity, container over weight, unacceptable refuse, etc.

**E. Household Hazardous Waste**

It is not intended that the contractor be responsible under this contract to dispose of household hazardous waste, this can be handled separately from the contract. This contract does not preclude the contractor from providing that service to a City resident separately.

**F. Debris Management/Natural Disaster Clean-up Plan**

In the event of a manmade or natural disaster including events such as tornado, flood, etc., the Contractor will work with the City to arrange for special collection(s) to assist in clean-up efforts. The cost for service in response to a manmade or natural disaster shall be negotiated between the City and Contractor. It is the intent of the City to work with the Contractor on clean-up efforts in response to a manmade or natural disaster; however, the City will be allowed to use an alternative Contractor should the City and Contractor not be able to agree on terms.

## SECTION 5: RECYCLING COLLECTION

### A. Recycling Collection Program

The collection of household recycling shall be offered on a year round basis

### B. Recycling Containers

The Contractor shall provide a 65 gallon recycling cart at no charge to each household receiving curbside refuse collection via exclusive franchise contract with the City. The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide preparation requirements for households participating in the recycling program including: rinsing, removing labels, flattening, removing caps and lids, etc.

### C. Minimum Recycling Materials to be Collected

The Contractor shall collect the following materials at a minimum:

#### Non-paper Items:

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (32) plastic blow molded containers
- **PETE (#1)** plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packaging and gable-top containers

#### Paper Items

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

The aforementioned materials shall be referred to as the basic recycling package. The Contractor may accept additional recyclable material as part of their proposed minimum recycling package at no additional charge to the participating City of Monticello residents. Based upon market conditions, the contractor may request that the City allow it to divert certain recyclable materials to the landfill. All such requests shall identify specific products, be supported with specific information, and the diversion shall not exceed 180 days without further approval(s) from the City Council.



#### **D. Recyclable Material Disposition**

The Contractor shall, at least once a month, transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the City.

### **SECTION 6: SPECIAL COLLECTION SERVICES**

#### **A. Resident Requested Special Collections**

The Contractor shall offer a special curbside collection service for large quantities of refuse including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance agreement with the Contractor at the resident's request.

The Contractor shall also specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items, which are less, in total, than the minimum requirement, shall be considered bulk materials for collection and disposal purposes. The Contractor shall advise the resident directly of the terms of such collection (I.e. what materials will be collected, how the materials should be prepared, the date of collection and/or the policy on furnishing advance estimates of charges).

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside.

Optional Resident requested special collections may include the following:

- 1) Electronics Recycling
- 2) Backdoor Collection/ Carryout Service for the elderly or disabled
- 3) Household Hazardous Waste Collection

The Contractor shall provide special collections to any resident who requests it. Residents shall arrange special collection subscriptions by contacting the Contractor and communicating all pertinent details about their property and their desired collection location.

The Contractor shall collect material from subscribers in accordance with all standard Service specifications. Subscribers shall follow all Service specifications except for the standard Curbside requirement, if applicable. There shall be no maximum or minimum amount of material that a subscriber can set out for collection, provided that all material is properly placed in an appropriate Cart.

The monthly surcharge fee for special collections is indicated in *Exhibit D: Other Collection Services*. The billing and payment process for special collection service shall be completed directly between the Contractor and each customer.

The terms and pricing of special collections and dumpster rental service as requested by residents shall be arranged solely between the Contractor and the resident. The resident shall make payment for any special collection directly to the contractor, and collection of such fees shall be the sole responsibility of the Contractor. Residents are not required to use the Contractor for special collections or dumpster rentals.

#### **B. City Requested Special Collections**

The Contractor shall also at the request of the City, collect quantities of refuse, debris, left at the curb without proper preparation in unusual circumstances, i.e. evictions or "skip-outs" and shall bill the property owner for such costs.

#### **C. Service Interruptions for Vacations**

The Contractor is to allow residents to interrupt service and not be charged for service for vacations of 30 or more days, providing residents notify the Contractor at least 15 days prior to the vacation interruption.

#### **D. Exempt Residential Refuse and Recycling Customers**

A resident that has legal access to a commercial dumpster container shall be exempt from utilizing the required Residential Refuse and Recycling Collection Program and thus shall be exempt from billing. Proof of exemption shall lie upon the resident/owner and shall be handled through the waste hauler.

### **SECTION 7: PUBLIC AWARENESS & CUSTOMER SERVICE**

#### **A. Holiday Notification**

The Contractor shall be required to notify the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

#### **B. Maintenance Schedule of Pick-up**

The Contractor shall continue to pick up garbage throughout the City on the same day(s) of the week as proposed in Exhibit B of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of thirty (30) days written notice to all affected residents by mail.

#### **C. Information Brochure & Public Outreach**

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the City for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and City shall mutually agree upon the contents of the informational brochure.

Upon request of the City, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The City retains the right to approve all materials to be delivered by the Contractor to Monticello residents including, but not limited to, door hangers, leaflets, fliers, bill inserts, etc. The City shall be notified in advance of distribution of such approved materials.

#### **D. Reporting Requirements**

For each month of service, the Contractor shall submit a summary report to the City by the fifteenth (15<sup>th</sup>) day of the following month. The report shall contain the following information about Service provided in the City:

Refuse: A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, number of refuse carts of each size and summaries of any problems encountered with programs implementation.

Recycling: A monthly report on the status of curbside recycling program, including the volume of recyclable materials collected and deposited at any and all material processing facilities, the percent of homes participating, revenues collected from the material processing facilities, number of recycling carts of each size and summaries of any problems encountered with program implementation.

##### Additional Reports:

- Number of Bulk Items and White Goods collected
- Weekly set-out rates for Refuse Carts and Recycling Carts
- Billing statistics, including the number of customers using each billing and payment method, the number of customer accounts at least (60) days in arrears, and the indebtedness of customer accounts at least sixty (60) days in arrears
- Name and location of all Disposal Facilities used
- Tipping fees (per ton of material) charged at Disposal Facilities
- Revenue (per ton of materials) earned from the sale of Recyclables
- Other reports as requested

Missed Pick-ups: A monthly report or email of all missed pickups and the reason refuse and/or recycling was not collected, the dates and times of such complaints, the corrective action taken by the Contractor with respect to each complaint and the date the issue was resolved.

Complaints: For any complaint forwarded by the City of Monticello to the Contractor, the Contractor shall provide a written report or email to the City of Monticello as to how the Contractor responded to the resident's complaint and the outcome.

#### **E. Complaint Response**

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Monticello residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except Holidays) from 9:00 a.m. until 5:00 p.m., or a mutually agreed upon timeframe between the City and the Contractor. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

## **F. Contractor Contact**

The Contractor shall provide a point of contact to the City to handle any issues relative to the exclusive franchise contract as well as any complaints received by the City regarding the refuse and recycling collection services provided by the Contractor.

## **SECTION 8: GENERAL PROVISIONS**

### **A. Adherence to Schedule**

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City-approved Schedule by reason of any street or other construction work performed by the City or its contractors, unless the City is made aware of the circumstance and grants the Contractor an extension of time to complete their collection. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse and recyclable material, by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to City residents.

### **B. Penalties, Remedies and Default**

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the City ("Default"), the City shall have one or more of the following remedies:

In the event of Contractor's failure to collect, remove and properly dispose of the refuse and recyclable materials, in accordance with the time periods set forth herein for more than three consecutive days (excluding Saturdays, Sundays and holidays), the City Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the City, and any and all expense incurred by the City for that purpose shall be charged to the Contractor and collected from the Surety under the irrevocable letter of credit submitted pursuant to Section 8-F of Exhibit A.

If at any time during the course of the Contract the Contractor shall collect waste from any zone of the City on a day other than the scheduled day (except in case of the holidays as specified in Exhibit A or where the City has approved the alternate collection day) the Contractor shall notify the City that the Contractor is in "Default" under the Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Contract and grounds for its immediate termination.

Except for the violation of those terms and provisions of this Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if Contractor is otherwise in default of this Contract, the City may notify the Contractor that it is in Default. The City shall notify the Contractor in general terms the nature of the Default and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its default within 30 days of the notice. If the Contractor fails to cure its Default, the Contractor's rights under the Contract shall cease.



### **C. 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.

#### **D. Indemnification**

To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgement shall be rendered against the City, its officials, agents and employees, in such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any letter of credit and/or insurance policies required by the contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, agents and employees as herein provided in this Contract.

#### **E. Licenses and Taxes**

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

#### **F. Irrevocable Letter of Credit**

The Contractor shall furnish to the City an irrevocable letter of credit in the amount of \$500,000 from a reputable banking institution acceptable to the City to guarantee the faithful performance of the contract. The Contractor shall notify the City of the institution providing the letter of credit by December 2, 2022. The letter of credit shall be payable to the City and prepared in a format approved by the City attorney. It shall remain in effect for the full term of the contract, including any extension period, and be delivered to the City by December 16, 2022. The letter of credit shall be released upon favorable end/termination of the contract.

#### **G. Contingency**

If the Contractor fails to perform the work as specified herein, the City may take such steps as determined necessary to furnish services according to the collection requirements provided for in Exhibit A. The City shall provide the Contractor at least 24 hours written notice and shall draw on the Contractor's letter of credit for all expenses incurred as a result of such action.

#### **H. Independent Contractor**

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the City. The Contractor shall be solely responsible for all unemployment, social security, and other payroll tax payments required by law or union contract.

**I. Compliance with Applicable Laws**

The Contractor shall comply with all applicable Federal, State, and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse and recyclables, during the term of the contract.

**J. Change in Laws**

The fees provided above in this provision shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may approach the City to request adjusting the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

**K. Equal Employment Opportunity**

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 200a et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.

Comply with the procedures and requirements of the Department of Human Right's regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

**L. Non-Assignment**

The Contractor shall not assign or subcontract any rights or intents under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the City.

**M. Right of Inspection**

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station, recycling facility, site which receives waste from the City as a result of the Contract.

**N. Records**

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billing for the collection service in the City, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the City at any time during business hours.



**O. Penalties and Fines**

The Contractor shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the contract.

**P. Notifications**

Official notifications shall be made in writing and addressed to the City as follows:

City of Monticello  
Terry Summers, City Administrator  
210 N. Hamilton Street  
Monticello, IL 61856

## EXHIBIT B – PRICING PROPOSAL

# of Collection Days (circle):                      1                      2

Collection Day(s) (circle):   Monday   Tuesday   Wednesday   Thursday   Friday

Service Cart Size	Interval	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
32 or 35 Gallon	Once/week	Per Month					
64 or 65 Gallon	Once/week	Per Month					
95 or 96 Gallon	Once/week	Per Month					
32 or 35 Gallon	Twice/Month	Per Month					
64 or 65 Gallon	Twice/Month	Per Month					
95 or 96 Gallon	Twice/Month	Per Month					
32 or 35 Gallon	Once/Month	Per Month					
64 or 65 Gallon	Once/Month	Per Month					
95 or 96 Gallon	Once/Month	Per Month					

## EXHIBIT C – CUSTOMER SUMMARY (2020 and 2021) AS REPORTED

2020 – 2021 Collection Data		
	2020	2021
Residential Customers	1,730	1,649

● The City of Monticello would also like pricing on all other collection services that you offer, including but not necessarily limited to electronics recycling, backdoor collection, volume based collection, household hazardous waste collection, low income, senior discounts and any other special pickup options that the Contractor has to offer. Additional collection services are to be appropriately listed in the table below.

**EXHIBIT D – OTHER COLLECTION SERVICES**

Examples of Other Collection Service	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5
Backdoor Collection, etcetera						
Senior Citizen Discount						
Bulk Collection						
Large Appliances						
Small Appliances						
Push Lawn Mower, Power Washer, Etcetera						
Chairs, Tables						
Sofa, Love Seat						
Twin Mattress						
Other Mattresses						
Sink, Toilet						
Bath Tub						
XX Cubic Yard Dumpster						
Community E-Waste Drive						

When used in this Contract, the following words and phrases shall have the meanings specified in this section.

**Bulk Item** shall mean a unit of Refuse that is too large to fit into an approved Refuse Bag, Refuse Can, or Refuse Cart which exceeds (50) pounds. Bulk Items shall include, but not be limited to, sofas, tables, chairs, dressers, bookcases, mattresses, box springs, bathtubs, toilets and other large household furniture, and large appliances which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

**Contract:** This document consisting of 31 pages shall constitute the contract.

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

**Excluded Waste: Medical, Pathological, Hazardous Special Waste:** as defined by state or Federal law or regulation, large dead animals (equal or greater than ten (10) pounds), vehicle batteries, large automobile parts, automobile or other vehicle tires and any other material which cannot be disposed of at an Illinois sanitary landfill or which requires a special permit or approval for disposal at an Illinois landfill and waste materials generated from commercial activities.

Commercial activities shall include the operation of a business or trade. "White Goods" as defined by state or Federal law are not Excluded Waste.

**Household Construction and Demolition Debris:** Waste materials from "do-it-yourself" interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

**Household Garbage:** All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping foods, household rubbish, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household Garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

**Mixed Papers:** Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, envelopes, post-it notes, brochures, advertisements, flyers, post cards, file folders, mailing tubes and other similar paper products.

**Refuse:** Household garbage, household construction and demolition debris, white good, and bulk materials other than Excluded Waste.

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

**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.

**Garbage Can** shall mean a plastic or galvanized metal container with a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled.

**Garbage Cart** shall mean a wheeled and lidded plastic container that is either 35, 65 or 95 gallons in size of a designated material supplied by the City or the Contractor, which can be mechanically lifted by the Contractor's equipment

**Recyclables (also referred to as Recyclable Materials):** Items 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 glass bottles and jars, aluminum cans, clean aluminum foil, tin cans, empty aerosol cans, #1 PET bottles and rigid containers, #2 HDPE bottles and rigid containers, #3 PVC bottles and rigid containers, #4 PP bottles and rigid containers, #7 ("Other") bottles and rigid containers, HDPE six and twelve pack rings, gable top containers, newspapers, magazines, catalogs, phone directories, paper bags, wet strength carrier stock, paperboard, chip board, corrugated cardboard, Mixed Paper and any other items the City and the Contractor agree to recycle in the future.

