

## INSTRUCTIONS TO BIDDER

1. Sealed bids will be received by the Village of Cerro Gordo, until 10:00 a.m September 30, 2019.
2. Bids must be submitted in duplicate in a sealed envelope marked "RESIDENTIAL SOLID WASTE COLLECTION BID."
3. Bidders must submit bids for all required services in order to be considered unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids.
5. Each proposal shall be made on the attached Bid Form, which shall be signed, with the full name of each proprietorship, partnership, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, and type of equipment.
7. Each bidder shall provide a list of all municipalities under contract or references of municipal contracts for solid waste collections that they have services within the last three (3) years from the local area, if any exist.
8. Each bidder shall, on the attached sheet, provide a list of charges for additional service requested by the Village.
9. Each bidder shall submit a comprehensive list of all primary and secondary landfills, transfer stations, and recycling centers to be utilized through the life of the contract and any contingency plans in the event such facilities are closed. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.
10. A performance bond or escrow in lieu of a performance bond acceptable to the Village will be required from the successful bidder as described in the specifications. This performance bond will be in the amount of \$100,000.00
11. The Village may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the Village. The Village reserves the right to reject any bid if the evidence submitted by, or other investigation of, the bidder fails to satisfy the Village that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.

12. It is the intent of the Village to award the Contract Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents. However, the Village reserves the right to accept the bid which, in the Village's judgment, is in the best interest of and most advantageous to the Village. The Village reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days and to award the bid in the best interest of the Village. The Village will reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular and to rebid the work at a later date if all bids are rejected.

13. Each bid must be accompanied by a bid bond in the amount of \$1,000.00 in the form of a certified check, a cashier's check or bond payable to the Village. All such bid bonds or checks will be returned to the respective unsuccessful bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid bond of the successful bidder will be returned to the Contractor when the Contract is executed and a satisfactory performance bond is delivered to the Village.

14. Should the successful bidder fail or refuse to execute the performance bond and the Contract Agreement within ten (10) working days after the Contractor received notice of acceptance of his bid, he shall forfeit to the Village the bid bond deposited with his bid as liquidated damages for such failure or refusal.

15. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specifications shall be directed in writing to the Mayor at Village of Cerro Gordo, P.O. Box 497, Cerro Gordo, Illinois, 61818, no later than ten (10) days prior to the date of opening of bids.

16. Due to the request for alternate bids (i.e. billed to each residential dwelling or billed to the Village for residents at every active water meter account), these documents set forth the material terms of any Contract or Agreement to be entered. A contract setting forth all terms will be prepared upon acceptance of a bid and determination of a billing method.

## GENERAL INFORMATION

1. The solid waste collections service shall conform to all Village ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.
2. **Residential Dwelling Unit:** any single home or duplex
3. **Curb Collection:** The Contractor shall provide solid waste, yard waste, and recyclables collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of Village of Cerro Gordo. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings.
4. **Collection Vehicles:** Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
5. **Definitions:** Whenever the terms “solid waste”, “yard waste”, or “recyclables” is used in these specifications, it shall be construed as follows:
  - i. **REFUSE.** Refuse shall be construed as meaning rubbish, tin cans, bottles, glass, discarded furniture, appliances, bedsteads, bedsprings, mattresses, gas and electric stoves, refrigerators, washers, dryers, hot water tanks, chairs, tables, sofas, dressers, lamps, radios, other miscellaneous household items, spent Christmas trees, and ashes. Refuse does not include residue from the construction or remodeling of or razing of building unless said residue measures less than three feet (3') in length and is bundled.
  - ii. **GARBAGE.** Garbage shall be construed as meaning animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food. The term “garbage” shall also be construed to mean the perishable products from the growing of fruits and vegetables and shall not be construed to mean the plants, vines, trees or bushes upon which such products are grown.
  - iii. **YARD WASTE.** Yard waste shall be defined as leaves, grass clippings, hedge clippings, tree trimmings, and shrub trimmings. Yard waste must be placed at the curb in yard waste paper bags. Tree and shrub trimmings must be tied and bundled in 50 lbs. or less in 41 inch lengths or less.
  - iv. **CONTAINER.** Container shall mean and include any container designated for or intended to be mechanically dumped into a packer type garbage truck. A container may vary in size but be no larger than 35 gallon capacity and not to exceed 60 pounds in weight. Such container shall be placed for use by contractor on a firm base in a reasonably level and horizontal position and shall be so designed as to insure stability and prevent tipping. A container also includes a 95 gallon capacity refuse cart provided by the contractor for use by residents. Unless specifically purchased by customer, the refuse carts provided by contractor shall remain the property of the contractor.

The Contractor shall not be responsible to collect un-bagged leaves, trees, branches, shrubs and bushes, house construction materials from either new construction, remodeling and/or repairs, whether interior or exterior, furnaces, bath tubs, shower stalls and other large plumbing fixtures, doors and windows, and other items that are attached to and considered as part of a house or residence. These items are non-household refuse and are subject to private contractor commercial collections and disposal arrangements, or private arrangements with the Contractor, by a property owner.

6. **Holiday Schedule:** No collections shall be required on the six annual legal holidays. Each pick-up day of the holiday week after the holiday will be serviced on day late. The Contractor shall provide to the Village a list of the Contractor's recognized holidays.

7. **Village Facilities:** The Contractor will be required to provide solid waste and recyclable collection services to all Village facilities at no additional cost to the Village. These collections will be considered incidental to the contract. Trash collection at the below designated locations will be twice per week, or as requested by the Village. This service will include the providing of container at each location outlined below:

- a. Village Hall – Refuse Cart
- b. Gordy Park – 1.5 yd dumpster
- c. Dale Born Memorial Park – 2 Refuse Carts
- d. Fire Station – Refuse Cart
- e. Ambulance Service – Refuse Cart
- f. Village Street Shed – 1.5 yd dumpster
- g. Village Commons – 2 Refuse Carts
- h. Any new facilities constructed or purchased during the duration of the contract shall be provided the same service.

8. **Collection Times:** No collection shall be made before 6:00 a.m. or after 6:00 p.m., except by express authorization of Mayor of the Village. No collections shall be made from any types of premises on Sundays. Saturday pickups will be permitted for missed pick-ups and holidays weeks as described above.

9. **Cleanliness:** In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas

except where small pick-up trucks utilized in certain areas of the Village and need to dispose their loads into a larger vehicle. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the Village right-of-way. The Contractor shall not mix any waste from any Village residential route with any commercially generated waste or waste from households outside the Village limits. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the Village.

10. The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by the Contract without respect to adverse conditions, breakdowns, strikes, or similar hindrances. Contractor shall be solely responsible for all collection and transportations costs incurred to deliver refuse and landscape waste to a disposal site or transfer station, and shall be responsible for the payment of all tipping fees for refuse and landscape waste.

11. **Customer Service Standards:** All complaints received by the Contractor or Village before 1:00 p.m. shall be resolved by 6:00 p.m. on the working day the complaint was received. All complaints received after 1:00 p.m. shall be resolved by noon the next working day. The Contractor shall maintain a daily log of all complaints received and time that complaint was resolved. The Contractor shall provide a monthly report to the Village, which include copies of the daily reports for the prior month.

Where the Contractor determines that collection from a household was missed, even though the waste material was properly prepared, the Contractor shall provide for collection from such a household within twenty-four (24) hours after a complaint or notification is received.

12. **Customer Service Center:** The Contractor will operate and maintain a Customer Service Center with the following minimum standards:

(1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time all calls must be answered by a Customer Service Representative;

(2) during all other times, calls to the Customer Service Center will be received by an answering service or machine;

(3) the Contractor should implement procedures approved by the Village whereby complaints can be received via facsimile, e-mail and web site.

The Contractor shall provide Village personnel with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems. The Contractor shall provide the Village with at least one telephone number which may be used by Village personnel to communicate with the Contractor after regular business hours or during an emergency.

13. **Insurance:** The Contractor agrees to carry insurance in the following amounts and coverages:

TYPE OF INSURANCE

REQUIRED LIMITS OF LIABILITY

|   |   |
|---|---|
| a. Worker's Compensation  | Statutory   |
| b. Employers' Liability   | \$500,000 per accident<br>\$500,000 disease (policy limit)<br>\$500,000 disease (each employee)   |
| c. Commercial General Liability, including<br>"occurrence" coverage for:  |   |
| i. Premises and operations,<br>independent contractors<br>Protective, contractual liability,<br>Broad form property damage and<br>XCU hazards | \$5,000,000 per occurrence for bodily<br>injury and property damage combined.<br>\$5,000,000 annual aggregate per location<br>location for bodily injury and property damage<br>combined. |
| ii. Products and completed operations<br>(including broad form property damage)   | \$5,000,000 per occurrence for bodily injury<br>and property damage combined.<br>\$5,000,000 annual aggregate for bodily injury<br>And property damage combined                           |
| iii. Personal Injury Liability  | \$5,000,000 per occurrence<br>\$5,000,000 annual aggregate  |
| d. Business Auto liability (including owned,<br>non-owned and hired vehicles and<br>Coverage for environmental liability).                    | \$5,000,000 per accident for bodily injury<br>and \$5,000,000 for property damage.  |

The insurance policies shall continue to be maintained for a period of two (2) years following the termination of the Agreement. Equivalent insurance must be maintained by each subcontractor of the Contractor. All insurance companies must be reasonably acceptable to the Village and must be duly licensed or permitted to carry on such business in the State of Illinois. Such insurance policy or policies shall be filed with the Village, together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended or terminated without sixty (60) days prior written notice having been given to the Village. All certificate of insurance shall specifically list the Village as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

14. **Indemnification:** The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Village, its officials, employees, agents and consultants (individually, an "indemnified party" and collectively, the "indemnified parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such indemnified party (collectively referred to as the "loss") in consequence of Contractor's services or performance thereof, or which may in any way result therefrom, which are alleged or determined to be caused through the misconduct, negligence or omission of the Contractor any agent or employee, or any subcontractor or their respective employee. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such indemnified party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. This indemnification shall apply to claims made by third parties against any indemnified party. The provisions shall not apply to a loss which arises solely out of intentional misconduct on the part of the indemnified party seeking indemnification, or to a loss or portion thereof, which arises in whole or in part, out of negligence on the part of such indemnified party, but only to the extent that such indemnified party's negligence contributed to the loss, or that the loss is attributable to such indemnified party's negligence.

15. **Laws:** The Contractor will be required to obtain all licenses and permits and comply with all ordinances as provided in the Village Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with all ordinances and regulations of Piatt County, any laws, rules, and regulations issues by the State of Illinois, and any laws, rules and regulations of the United States.

16. **Business License:** The Contractor shall pay an annual license fee of \$125 to the Village pursuant to Title 4, Chapter 4, Section 1 of the Code of Ordinances of the Village of Cerro Gordo. Said fee shall be due and payable on December 1, 2019, December 1, 2020, and December 1, 2021.

17. **Sole Contract:** The Village agrees that for the terms of the Agreement it will not enter into nor execute a contract with anyone other than this Contractor to provide residential garbage and refuse collection within the limits of the Village of Cerro Gordo.

18. **Village Cleanup Day:** Once per calendar year, the Village and Contractor shall mutually set a date for the "Village Clean Up Day" to be conducted by Contractor, at no additional cost to the Village or Village residents. All items, including refuse, garbage, appliances and furniture, shall be picked up at curbside in front of each participating resident's property. Residents of the Village eligible to participate in Village Cleanup Day will be limited to those who are customers of Contractor and who do not have a past due balance on their account at the time clean up day takes place. Contractor reserves the right to refuse to collect refuse from any resident during the Village Cleanup Day who is not eligible to participate. The Village may place advertisements and notices as it chooses notifying its residents of the date of the Village Cleanup Day and the rules and restrictions pertaining thereto.



### **REQUIRED SERVICES TO BE PROVIDED**

The Contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclables and yard waste between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck). All these services, vehicles, equipment and collected materials, as described below, are to comply with all laws, rules, regulations, and ordinances of the United States, State of Illinois, Piatt County, and Village of Cerro Gordo.

- a. Trash to be picked up **once a week** in a container as described in the Code of Ordinances of the Village of Cerro Gordo or in a Contractor supplied container from the curb line from residential dwelling units and Village owned properties. The total weight of each trash container shall not exceed sixty (60) pounds when loaded.
  
- b. Recyclables are to be picked up **once a week** in Contractor supplied containers, not to exceed sixty-five (65) gallons, from the curb line. The total weight of each recycling container shall not exceed sixty (60) pounds when loaded.
  
- c. Yard waste is to be picked up **once a week** in biodegradable paper bags or appropriate bundled.
  
- d. There will be no scavenging by the contractor or his authorized personnel.
  
- e. Large household items are to be collected on an "on call" basis. The resident will need to call the hauler with his/her address so the hauler can schedule a pick-up. Any charges for this service will be billed to the resident.
  
- f. The Contractor will provide solid waste services to all Village facilities at no additional cost. These collections will be considered incidental to the Contract.

g. The Contractor will provide suitable containers for Village sponsored special events at mutually agreeable prices.

h. Contractor will provide necessary services as outlined in VILLAGE CLEANUP DAY.

### **DEFAULT, PENALTIES AND FINES**

- a. The Contractor shall be in default if it is in violation of any of the terms and conditions contained in the Contract.
  
- b. The Contractor shall be in substantial default of the terms and conditions contained in the Contract if it fails to collect and dispose of refuse and landscape waste in accordance with the schedule of service established by the parties for more than two (2) consecutive working days.
  
- c. When a default occurs, the Village shall evaluate any extenuating circumstances offered by the Contractor, and shall determine whether any such extenuating circumstances excuse the Contractor's failure to perform as required. Extenuating circumstances do not include economic hardship, or strikes or labor disputes affecting the work force of the Contractor or the disposal facility.
  
- d. If in the Village's sole judgment, sufficient extenuating circumstances have not been demonstrated, then the Village shall serve notice on the Contractor stating that the Contractor will be in substantial default if the Contractor does not take action to remedy the violation or re-establish the schedule within twenty-four (24) hours of said notice.
  
- e. If, at the end of such twenty-four (24) hour period, the Contractor has not remedied the violation, re-established service in accordance with a Village-approved schedule, or made arrangements acceptable to and agreed by the Village President to re-establish services, the Village shall take whatever action is necessary to remedy the violation or furnish refuse waste collection services required by the Contract.
  
- f. In addition to damages otherwise available by law, the Village may seek liquidated damages if the Contractor fails to comply with the provisions of the contract for service, and said failure to comply is not rectified within 24 hours. The Contractor shall pay as liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for failure to comply with the provisions of the contract for service.
  
- g. The Contractor shall fully reimburse the Village for any expenses incurred to provide substitute refuse and landscape waste collection services from the date of the notice of default. If litigation becomes necessary, the Village shall be entitled to all reasonable costs, including attorneys' fees.

h. Contractor shall defend, indemnify and hold harmless the Village and its employees from and against any and all costs arising in any way as a result of the performance or failure to perform on the part of Contractor, or any approved subcontractor, under this contract.

i. In the event the contractor fails to fulfill any of the provisions of the Contract, the Board of Trustees of the Village are hereby irrevocably authorized to deduct the sums of money so expended from any monies that may be due and owing to the Contractor.

j. The contract shall not be assign able or transferable by the Contractor, nor shall nay service be performed by a subcontractor for the Contractor without the prior written consent of the Village.

k. Should Contractor miss the collection of any of the services from a customer and fail to resolve the complaint on the same day as reported, then a credit of Five Dollars (\$5.00) per missed service shall be credited on the next bill.

**PRICE QUOTATION FOR REQUIRED SERVICES**

Collection Once Weekly at Curb  
Trash, Recycling, Yard Waste

The Village will select the best bidder/contract for a three year contract with one of the two billing options. Please fill in an amount for all possible contracts you would be interested in.

| <b>Cost of Services per Residential Dwelling Unit/Per Month with bill going to residential customer</b> | <b>Cost of Services per Residential Dwelling Unit/Per Month with Village billing residents at every active water meter account, and remitting said payment to Contractor (approximately 600)</b> |
|---|--|
| YEAR ONE:   | YEAR ONE:  |
| YEAR TWO:   | YEAR TWO:  |
| YEAR THREE:   | YEAR THREE:  |

Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

Corporate Seal

Attest to Seal

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Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Notary Public