

Request for Proposal/Qualification Refuse Removal Services

Navy Pier, Inc.
600 E. Grand Avenue
Chicago, IL

Introduction

Navy Pier, Inc. (“NPI”) is an Illinois not-for-profit corporation, responsible for the development, operation and maintenance of Navy Pier in Chicago, Illinois. Portions of Navy Pier facilities and events are currently being managed through a managing agent (“Managing Agent”) of NPI.

Situated on beautiful Lake Michigan, Navy Pier is one of the top-attended cultural destinations in the Midwest, stretching more than six city blocks into the water and offering experiences and vistas like none other in the city. For more than a century, the Pier has been integral to the social, cultural and economic advancement of Chicago guided by its mission statement: Navy Pier is the People’s Pier, Chicago’s lakefront treasure, welcoming all and offering dynamic and eclectic experiences through partnerships and programs that inspire discovery and wonder. As a mission-driven organization, Navy Pier is committed to its values of Integrity, Diversity, Excellence and Stewardship. Contributing to the community, creating meaningful partnerships, and providing unparalleled guest experiences are the core of the organization’s operations.

NPI combines retail, restaurant, and museum space on over fifty acres on Chicago’s lakefront, which include: Fifth Third Bank Family Pavilion; shops, restaurants, and entertainment; Pier Park with the iconic Ferris Wheel, Wave Swinger, and carousel; sightseeing and dinner boat cruises; Chicago Children’s Museum; Festival Hall Convention Center; the Chicago Shakespeare Theater; an outdoor Beer Garden; and the historic Aon Grand Ballroom on the far east end. NPI has distinguished itself as Illinois’ top tourist attraction, with nearly nine million visitors annually. Navy Pier operates seven days per week, 363 days per year and is closed on Thanksgiving Day and Christmas Day.

Opportunity

NPI is seeking proposals from qualified firms (“Contractor”) to provide refuse removal services (“Refuse Removal”) on an as-needed basis. The services and tasks performed include the furnishing of all equipment, labor, hauling, and incidental and customary work necessary to completely perform Refuse Removal Services for NPI.

In addition, the selected contractor will be required to provide refuse removal services for NPI-partners (Tenants). NPI currently has approximately 80 partners ranging from retail, restaurants, dinner cruise boats, a hotel, and a convention center.

The required services will consist of refuse removal, co-mingled (single stream) recycling, and construction and demolition (C & D) recycling removal services.

The Contractor shall be prepared to respond to all requests for service twenty-four (24) hours per day, 365 days per year. Response time required within six hours of the request under normal circumstances and two hours in the event of an emergency.

Contract Term

NPI intends to enter a five (5) year contract with an option to terminate upon 90 days' notice, and/or extend for up to an additional five (5) years, at Navy Pier's discretion, based on performance.

Diversity

NPI strives to provide opportunities to MBE/WBE/DBEs companies that has a diverse workforce and can supply products and services that will meet our business needs. For this contract our goal is to establish a diversity goal of a minimum of 26% MBE and 6% WBE participation. Proposers are required to submit a Diversity Plan that will reflect the stated above goals.

Sustainability

NPI is committed to making sustainability a priority throughout its operations. Efforts around sustainability include a 20% diversion rate over the next 3 years. Contractors must commit to supporting and advancing these efforts.

- a) Providing a Sustainability Plan which outlines the sustainability services that will be provided by the contractor.
- b) How sustainable practices are integrated into the contractor's organization.
- c) Providing an account representative to act as a liaison to Navy Pier and our Tenants / Partners to help develop creative solutions to increase our diversion rate.
- d) Provide a monthly tracking report on our sustainable/diversion effort.

Scope of Work

The successful proposer must provide eight (8) compactors; seven (7) – 30 yard compactors and one (1) 25 yard compactor and two (2) – 30 yard open top dumpsters to be serviced and maintained by the contractor. All compactors must have key code access, and Wireless Waste Fullness Monitors with Internet Based Monitor Access or a Navy pier approved equivalent installed on the designated refuse and co-mingled (single-stream) recycling compactors that communicate through a PC, reporting the compactor container fullness level that the contractor and NPI can both access. Navy Pier must have final control on the setting for the fullness monitors and the contractor must provide the weight of pulled compactors as needed when the system is set up and adjusted. The compactors must come with pressure gauges, swipe count access and/or another system to provide a redundant system that indicates the fullness level that can be checked by the contractor and Navy Pier daily. The compactors and monitoring systems must be provided, installed, maintained, and serviced by the Successful Proposer. The managing agent requires a minimum of fifty (50) 95-gallon totes to remain on site and the ability to provide more on request. It is the responsibility of the proposer to determine the appropriate size and maintenance schedule of assets provided.

Key Information

NPI will receive Proposals at this location only until 11:00 a.m. (CST) on February 22, 2024 (“the Proposal Due Date”) in accordance with this RFP/Q. Two (2) clearly marked originals and one (1) electronic copy of the Proposal, including all forms and attachments, must be received by NPI at the address below.

There is a mandatory site tour scheduled for January 31, 2024. We will meet at the Guest Experience desk, located at the front door main entrance. **Proposers must attend the mandatory site tour in order to be considered for this proposal.**

Proposers are encouraged to tour Navy Pier’s public areas on their own to become familiar with the property.

Responses must be submitted in clearly marked envelopes as being a proposal in response to this specific RFP/Q. All Proposals must be addressed to:

John Hannah
Director of Operations
Navy Pier, Inc.
600 East Grand Avenue
Chicago, Illinois 60611
jhannah@navypier.org

Navy Pier reserves the right to reject any or all proposals submitted or make modifications to the scope of work, subject to appropriate negotiation. Navy Pier agrees to not discriminate based on age, race, religion, sex, color, national origin, marital status, family status, source of income, sexual preference, mental or physical disability in review of the proposals or execution of agreements of the work. Navy Pier shall not be liable for any costs incurred by the respondent in preparation or presentation of the proposal. Successful bidder will enter into a contract with Navy Pier, Inc.

Proposed RFP/O Timeline

RFP/Q Issued:	January 17, 2024
Mandatory Site Tour (8:30 am):	January 31, 2024
Questions Due:	February 7, 2024
Answers to Questions Posted no later than	February 12, 2024
Proposal Due Date:	February 22, 2024
Shortlist Notifications (If necessary)	February 29, 2024
Oral Interviews by Short-Listed Bidders (If Necessary)	Week of March 11, 2024
Contract Award and Negotiations	As negotiated, target March 2024
Commencement Date	May 1, 2024

Communication, Interpretation and Addenda

No Respondent is entitled to rely upon any oral interpretation by NPI or its representative concerning the meaning of this RFP/Q.

All requests for interpretation must be made in writing and submitted no later than 11 a.m. on February 7, 2024, to:

John Hannah
Director of Operations
Navy Pier, Inc.
600 East Grand Avenue
Chicago, Illinois 60611
jhannah@navypier.org

Submittal Requirements

This section of the proposal should demonstrate that the Respondent has the expertise, experience and capacity necessary to successfully provide the services requested.

Minimum Qualifications:

Each Respondent must meet the following minimum qualifications:

- Respondent must have had a minimum 5 years in business.
- Respondent must currently be executing a minimum of three (3) Refuse Removal agreements with an average annual value of \$100,000.
- ACCESS TO LANDFILL: The Contractor shall own, control, or have available for use throughout the Contract term permitted sanitary landfill sites, pollution control facilities or incinerators suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service.

Each Respondent must include all of the following information:

1. An operational plan of the service it is offering including the following information:

- a) TRANSITION PLAN: Contractor shall submit an implementation plan evidencing the process that will be used to transition from the current vendor (if needed).
- b) The Contractor shall provide collection of electronics for recycling and hazardous waste for disposal on a semiannual basis.
- c) The managing agent is looking for innovative ideas concerning the collection of refuse, recyclables, and electronics. The Contractor is encouraged to present, as an attachment to the proposal, any ideas to provide innovative methods of collection for Navy pier. A detailed description of possible innovation methods and procedures, which may be considered for implementation, shall be submitted as an attachment to this proposal and clearly marked as such. Any potential cost increases or savings, as a result of such innovative methods and procedures, shall be included in the attachment.

2. Describe your firm and its capabilities for the services sought:

- a) Number of years in business.
- b) Number of employees.
- c) Experience your firm has had within the past five (5) years providing Refuse

Removal Services.

- d) Size of Chicago fleet.
- e) Location of closest service yard to Navy Pier.
- f) Any other information that will assist in evaluating your ability to meet the requirements of the RFP/Q.

3. Provide the information on your three (3) largest Refuse Removal contracts:

- a) Name and contact information for facility.
- b) Annual value of contract.
- c) Number of continuous years contracted with each facility.
- d) Brief overview of services provided to each facility.

4. Provide Diversity Utilization Plan: Contractor shall describe in detail its plan to meet NPI's Diversity aggregate goal of a minimum of 26% MBE and 6% WBE participation.

5. Provide a Sustainability Plan: NPI is committed to making sustainability a priority throughout its operations. Efforts around sustainability include a 20% diversion rate over the next 3 years. Contractors must commit to supporting and advancing these efforts.

- e) Providing a Sustainability Plan which outlines the sustainability services that will be provided by the contractor.
- f) How sustainable practices are integrated into the contractor's organization.
- g) Providing an account representative to act as a liaison to Navy Pier and our Tenants to help develop creative solutions to increase our diversion rate.
- h) Provide a monthly tracking report on our sustainable/diversion effort.
- i) Provide a plan to implement composting on site with the managing agent

6. Proposed Pricing and Fee Structure: A Proposed Pricing Structure and Fee Structure sheet is included under Exhibit A Proposed Pricing/Fee Structure. The categories are broken down as noted below. **Proposer should note any increase in fees anticipated**

during the contract period.

- 7. Insurance Requirements:** The selected Contractor will be required to meet the Insurance requirements set forth in Exhibit B.

EVALUATION CRITERIA

When evaluating Proposals, NPI will consider such criteria as NPI deems, in NPI's sole and absolute discretion, to be in the best interests of NPI, including but not limited to the relative strength of the respondents in the following areas:

- a) Compliance with RFP/Q submittal requirements
- b) Experience and qualifications of the responding firm
- c) Previous experience and capabilities of the responding firm
- d) Proposed pricing structure
- e) Sustainability Plan
- f) Diversity Utilization Plan
- g) Insurance Requirements
- h) Any other relevant factors listed as Requirements in this RFP

EXHIBIT A

Proposed Pricing and Fee Structure Refuse Removal

Proposers must provide pricing for every service to be considered for award of this contract. Proposers should provide pricing for any additional requirements they feel necessary to fulfill this contract.

SUCCESSFUL PROPOSER TO PROVIDE AND MAINTAINS ALL EQUIPMENT

Description of Item	Unit Price
Tenant rate per swipe for refuse compactor	
Tenant rate per swipe for recycling compactor	
Navy Pier's pull rate for refuse compactor	
Navy Pier's pull rate for recycling compactor	
30 yard open box refuse	
30 yard open box recyclable	
30 yard open box refuse extra tonage	
30 yard open box recyclable extra tonage	
Monitoring fee per compactor	
Additional Requirements	

EXHIBIT B

INSURANCE REQUIREMENTS

1. The contractor must procure and maintain, at its own expense, for as long as the contract is in effect, the insurance coverages set forth below, in amounts specified by Navy Pier's Risk Manager, and must provide NPI with certificates evidencing such coverage prior to performing any of the contracted services:

a. Commercial General Liability

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$2,000,000
Products Liability/Completed Opps. Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to you	\$1,000,000

If Commercial General Liability or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit. Aggregate limits of liability should apply on a per location basis. The general liability coverage must also include additional insured wording equivalent to CG 2010(11/85).

b. Workers' Compensation and Employer's Liability

<u>Coverage</u>	<u>Limit</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Per Employee - Disease	\$1,000,000
Annual Aggregate - Disease	\$1,000,000

Coverage in accordance with the applicable State of Illinois laws covering all of the contractor's employees

c. Automobile Liability

<u>Coverage</u>	<u>Limit</u>
Bodily Injury and Property Damage	
Combined - Combined Single Limits	\$1,000,000

Uninsured/Underinsured Motorist -
Occurrence \$1,000,000

Such insurance shall include coverage for loading and unloading hazards. This policy must provide coverage for all owned, non-owned, and hired autos.

d. Umbrella Liability

<u>Coverage</u>	<u>Limit</u>
Per Occurrence	\$5,000,000
General Aggregate	\$5,000,000

Coverage must be in excess of Commercial General Liability, Auto Liability and Employers Liability. It must be no more restrictive than the primary coverage.

e. Professional Liability Coverage

<u>Coverage</u>	<u>Limit</u>
Per Wrongful Act	\$5,000,000
Annual Policy Aggregate	\$5,000,000

Definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require NPI written approval and authorization.

f. First Party Property Value of Property

g. All Risk Property (if applicable)

Such insurance shall include coverage for Bodily Injury and property Damage resulting from an error and/or omission in the performance of services outlined within the agreement. Also, the definition of Professional Services must encompass all professional services associated with this agreement and the policy definition of professional service should require NPI written approval and authorization.

2. All insurance companies must be rated A-VIII or better by the A. M. Best Company.
3. Contractor's assumption of liability is independent from, and not limited in any manner by, the contractor's insurance coverage obtained pursuant to this contract, or otherwise. All amounts owed by contractor to NPI as a result of the liability provisions of the contractor shall be paid on demand.

4. None of the requirements contained herein as to types and limits or NPI approval of insurance, coverage to be maintained by the Contractor are intended to and shall not in any manner limit, qualify or quantify the liabilities and obligations assumed by Contractor under the Agreement, for the term of this Agreement and any other agreement with NPI or otherwise provided by law.
5. Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by NPI shall apply in excess of and not contribute with insurance provided by them under the Agreement. Contractor's insurance is primary.
6. Companies issuing the insurance policies shall have no recourse against NPI for payment of any premiums or assessments for any retention, which all are the sole responsibility and risk of contractor.
7. All policies should be written on an occurrence basis.
8. All policies, with the exception of workers' compensation and professional liability policies must amend the other insurance clause to be Primary and Non Contributory for any liability arising directly or indirectly from the Services.
9. NPI and Metropolitan Pier and Exposition Authority, its facilities, agents, officers, board members and employees must be named as additional insureds on the general liability, auto liability and umbrella liability policies.
10. Contractor agrees to require its subcontractors to comply with the insurance provisions required of Contractor pursuant to this Agreement unless Contractor and NPI mutually agree to modify these requirements for subcontractors whose work is of relatively small scope. Contractor agrees that it will contractually obligate its subcontractors to promptly advise Contractor of any changes or lapses of the requisite insurance coverage and Contractor agrees to promptly advise NPI of any such notices Contractor receives from its subcontractors. Contractor agrees that it will contractually obligate its subcontractors to indemnify and hold harmless NPI and the Metropolitan Pier and Exposition Authority to the same extent that Contractor is required to do so as provided in this Agreement. Contractor assumes all responsibility for monitoring subcontractor's contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of services. As an alternative, Contractor may include its subcontractors as additional insured on its own coverage as prescribed under these requirements. In the event that the subs are included as additional insured, Contractor agrees to provide workers' compensation coverage for contractors and their employees.
11. Contractor hereby waives any and all rights of recovery, claims and causes of actions against NPI and the Metropolitan Pier and Exposition Authority on general

liability, auto liability, umbrella liability, workers' compensation coverage and employer's liability coverage.

12. If policies are canceled for any reason, at least sixty (60) days' notice (ten (10) days for cancellation due to non-payment or premium) is required to be given to the Risk Management Department via certified mail.
13. Failure to obtain and maintain required insurance shall constitute a breach of the Agreement and the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to NPI and Metropolitan Pier and Exposition Authority from such breach, unless a written waiver of the specific insurance requirement is provided to the Contractor by NPI.
14. Satisfactory evidence of the insurance is required to be provided by the Contractor prior to the commencement of work governed by this Agreement. Contractor shall maintain the required insurance throughout the entire term of this Agreement. Satisfactory evidence of the required insurance shall consist of either:
 - A Certificate of Insurance, including additional insured endorsement, or
 - A certified copy of the actual insurance policy.

In no event shall any failure of NPI to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the selected Contractor's obligation to obtain (or cause to be obtained) insurance coverage required by the terms of this Contract. Failure of NPI to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth in this Exhibit, or failure of NPI to identify a deficiency in the evidence provided, shall not be construed as a waiver of the Contractor's obligation to maintain (or cause to be maintained) the insurance required hereunder. The acceptance of delivery by NPI of any certificate of insurance evidencing required coverage and limits does not constitute approval or agreement by NPI that the insurance requirements have been met or that the insurance policies referenced in the certificates of insurance are in compliance with such requirements.

