



VILLAGE OF LINCOLNSHIRE

REQUEST FOR PROPOSALS

For

Refuse Collection and Disposal and Collection of Recyclables and Landscape Waste Village of Lincolnshire

The Village of Lincolnshire is soliciting sealed proposals for providing all labor, equipment, vehicles, materials and all related and services necessary for the collection of residential waste, recyclable materials and landscape waste at all single-family dwellings, and the collection of refuse and recyclable materials from designated municipal collection sites. The proposed term of the agreement will begin on January 1, 2022 and end on December 31, 2027.

Proposals will be accepted until 4:30 pm, August 26, 2021, at the Village Hall, Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, 60069. The Village intends to complete the evaluation and selection process by September 27, 2021.

A mandatory pre-proposal meeting will be held at 10:00 a.m., August 5, 2020. The meeting will be in a virtual format only. Log-in information for the meeting can be obtained by contacting Brad Woodbury, public works director, at bwoodbury@lincolnshireil.gov

Electronic copies of the proposal specifications are available by contacting Brad Woodbury, public works director, at bwoodbury@lincolnshireil.gov. Information can also be found on the Village website at <http://www.lincolnshireil.gov/i-want-to/find/bid-information>.

All proposals must be accompanied by a bidder's bond, certified check, bank cashier's check or bank draft payable to the Village of Lincolnshire in the amount of 5% of the bid amount.

Proposals are to be sealed and marked "**Solid Waste Collection Services RFP**" and delivered by 4:30 pm, August 26, 2021 to:

Brad Woodbury
Public Works Director
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

The Contractor is required to pay the current prevailing rate of wages as determined by the Secretary of Labor for all laborers engaged in providing this service.

The Village of Lincolnshire reserves the right to accept or reject any or all Proposals; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or award a contract deemed to be in the best interests of the Village of Lincolnshire.

Sincerely,

Bradford H. Woodbury
Public Works Director

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ARTICLE I **INTRODUCTION**

The Village of Lincolnshire (the "Village") hereby invites firms to submit proposals ("Proposals") in accordance with the requirements of this Request for Proposal ("RFP").

The Village is seeking proposals by a single waste hauler (the "Contractor" or "Proposer"). Upon completion of the RFP process, it is the goal of the Village to award a five (5) year contract (with the possibility of extension) to one Contractor for providing all labor, equipment, vehicles, materials and all related services necessary for the collection, transportation, and disposal of Residential Waste, Recyclable Materials and Landscape Waste from all single-family residential family dwellings in the Village and the Municipal Collection Sites, such as the Village Hall and Public Works Facility. The anticipated start date of the contract is January 1, 2022 with an end date of December 31, 2027. No collection services for commercial or multi-family properties are covered by this RFP. The purpose of this RFP is to receive proposals from qualified entities to provide solid waste collection services that meet the intent and objectives of the Village as further stated herein. Certain capitalized terms are defined in Article II unless they are otherwise defined in the body of this RFP.

Proposals shall be submitted no later than 4:30 p.m. on August 26, 2021. The Village intends to complete the evaluation and selection process by September 27, 2021. The evaluation and selection processes are described in more detail in later sections of this RFP.

The Village is requesting proposals under which the Contractor will commence performing services on January 1, 2022. See Article VI of this RFP for details on whom to contact at the Village for inquiries and submission of Proposals.

The Village has a population of 7,275 persons (2010 Census) and an estimated 1,637 dwelling units (all single family), which will be included in the residential hauling franchise. In 2019, the Village's hauler reported the following collection data tonnage: 1,776 tons landfilled, 662 tons recycled, and 213 tons composted.

The Village desires to obtain cost proposals in the form of **Appendix A** ("Cost Proposal"), proposing monthly fees for various levels of service which are described in this RFP. The Village intends to designate a single waste hauler as the exclusive entity in the Village to provide the services described therein. The Village desires to obtain inclusive monthly fees for its residents (for a given level of service) with no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs included in the monthly fee. The several service options for which the Village seeks cost proposals generally are:

- (1) Once-per-week limited curbside service for collection, transportation and disposal of Residential Waste. Limited service means the collection of Residential Waste from either a 35-gallon, 64-gallon, or 96-gallon wheeled cart, to be furnished by the Contractor, with stickers required to be purchased and affixed to containers exceeding this capacity. The sticker for excess waste will be the same sticker used for landscape waste collection. For this option the Proposer shall declare the cost of waste stickers to be affixed to excess waste.

- (2) Once-per-week unlimited curbside service for collection, transportation and disposal of Residential Waste. Unlimited Customers will receive a 96-gallon, wheeled cart, to be furnished by the Contractor at no extra charge, and can have an unlimited number of plastic bags or cans not exceeding 50 pounds in addition to the 96-gallon cart.
- (3) Back door collection service for Residential Waste and/or Recyclable Materials. Residents can choose to have only Residential Waste collected back door or both Residential Waste and Recyclable Materials.
- (4) At the same time as collection of Residential Waste, the Proposer shall collect Bulk Items. One bulk item per week, not including white goods. A separate quote for white goods collection is requested in the Cost Proposal in **Appendix A**.
- (5) Once-per-week curbside, unlimited collection of Recyclable Materials. The Contractor will furnish each Customer, at no separate charge, a 96-gallon wheeled cart for Recyclable Materials.
- (6) Once-per-week (from April 1 through November 30) street-side collection, transportation and disposal of Landscape Waste for Customers subscribing for this service, with a flat rate for an unlimited amount of metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. Separate rates are requested in the Cost Proposal in **Appendix A** for (i) collecting landscape waste only, and (ii) for allowing the commingling of food scraps with landscape waste. Christmas tree collection is also required.
- (7) Food Scrap subscription service program. In conjunction with the Landscape Waste Subscription Service, residents may commingle food scraps with properly contained landscape waste from April 1 through November 30 of each year.
- (8) Fall Leaf Collection program beginning in mid-October and running for a total of six weeks. Rates are requested in the Cost Proposal in **Appendix A** for a leaf vacuum approach. Under the leaf vacuum approach Customers will be required to place the leaves within an appropriate distance from the edge of the road in the parkway areas and the Contractor will be required to provide once a week collection service throughout the Village for a period of six-weeks. The amount of leaves is unlimited under this option. The contractor will be fully responsible for the disposal of the leaves and will work with the Village to identify a proper staging area to be utilized during the leaf collection period.
- (9) The Contractor shall provide one spring clean-up event annually at no additional charge in the month of April. The dates of the annual clean-up event shall be a date which is mutually agreed to by the Village and Contractor in the month of April.
- (10) Public Area Collection. The Contractor will furnish containers for the deposit of Residential Waste and Recyclable Materials at each Municipal Collection Site; and collect, transport, and dispose of such Residential Waste and Recyclable Materials, at dates and times and subject to such additional conditions as agreed upon with the Village.

(11) Customers that are age 65 and older shall receive a 10% discount on the monthly cost for limited or unlimited collection service of Residential Waste and Recyclable Materials.

(12) The Contractor shall bill Customers on behalf of the Village for services provided to Customers under this Request for Proposal ("RFP").

(13) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in **Appendix A**, and may change service options once annually during the month of January without cost. Additional elections to change service options shall be billed as set forth in the Cost Proposal.

(14) The Contractor shall provide the Village with an annual waste hauler registration and meet all requirements, in accordance with Title 8, Section 4 and 1-15-8 of Lincolnshire Village Code.

(15) The Village is receptive to changing the collection day, which is currently Wednesday. The Village would prefer to keep the collection day the same, but if the Proposer can more effectively provide the service on a different day, this may be considered.

The Village seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed. A final Agreement will be negotiated with the selected Proposer once the evaluation process is completed.

The Village will evaluate Proposals in accordance with the evaluation criteria set forth in Article IV (the "Evaluation Criteria") and the submittal requirements set forth in Article V (the "Submittal Requirements") of this Request for Proposal ("RFP").

After this evaluation process, the Village anticipates that it will select one Proposer to provide the services for the Village. All Proposals submitted shall remain open for at least 90 days and stay in full force and effect during the Village's evaluation and selection process. Proposers will bear all expense of preparing and submitting Proposals. All Proposals submitted will become the property of the Village and will not be returned following the evaluation and selection process.

ARTICLE II

DESCRIPTION OF SERVICES

Section 2.1 Defined Terms and Interpretation. Whenever used in this RFP, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

"SWALCO" means the Solid Waste Agency of Lake County.

"Agreement" means the Residential Solid Waste & Recycling Services Agreement as finally executed by the Contractor and the Village upon the selection of the successful Proposer pursuant to this Request for Proposal ("RFP").

"Bulk Items" means household items (50 lbs. or less) of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, mattress, box spring, storm doors and windows, metal and lumber products and machine parts.

"Customer" means the owner or occupant of a single-family dwelling. There are no multi-family dwellings included in the Village's non-private collection services.

"Designated Recycling Facility" means a materials recovery facility designated by the Village as a facility to which Recyclable Materials are transported for processing.

"Food Scraps" mean garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

"Municipal Collection Sites" means those public areas owned or maintained by the Village from which the Contractor is required to collect refuse and waste as identified in Exhibit E of this Request for Proposal ("RFP").

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3 - #5 plastic containers, and any other material or materials which the Village may identify as a "Recyclable Material" after the execution of a final Agreement.

"Residential Waste" means garbage, refuse or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.

"State" means the State of Illinois.

"Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.

"Village" means the Village of Lincolnshire, Illinois.

"Village Container" means a front-loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site.

"Waste Sticker" means a sticker or tag to be sold by the Contractor or its agents and that is to be affixed to Residential Waste or Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans or bags which exceed the maximum capacity for the selected level of service.

“Wheeled Cart” means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of approximately 96 gallons, a Medium Wheeled Cart shall have a capacity of approximately 64 gallons, and a Small Wheeled Cart shall have a capacity of approximately 35 gallons.

In construing this RFP, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires. Any capitalized terms used but not defined in this RFP shall have the meanings given such terms in any finalized Agreement.

Section 2.2 Scope of Services

The Village is seeking proposals which include the services set forth below.

(1) RESIDENTIAL WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Residential Waste in accordance with the following:

a) Customer Selection of Service. Each Customer shall have the right to select Limited Service or Unlimited Service from the Contractor:

- (1) Once-per-week subscription service (“Limited Service”) which provides for collection by the Contractor of Residential Waste from one of the three limited options: 1) a Large Wheeled Cart (96 gallon), 2) a Medium Wheeled Cart (64 gallon) or 3) a Small Wheeled Cart (35 gallon). For Limited Service, the Customer shall pay Contractor a flat monthly rate. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum capacity of the Customer’s Cart unless the Customer affixes a Waste Sticker for each additional container placed by the Customer for collection.
- (2) Once-per-week subscription service (“Unlimited Service”) which provides for collection by the Contractor of Residential Waste from the following option: 1) a Large Wheeled Cart (96 gallon). Under the unlimited option the Contractor shall collect an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate.

It shall be the responsibility of each Customer to notify the Contractor of the specific type of collection service selected. Each customer shall have the right to change service levels once, at no charge, within the first 60 days of the term of this Agreement. If service is changed after the first 60 days, there may be a change of service fee as quoted in the Cost Proposal. The Contractor shall provide Limited Service with a Large Wheeled Cart, at curbside, to any Customer that has not specifically selected a type of service.

b) Location of Service. For each type of service for collection of Residential Waste, each Customer shall have the option to select either street-side/curbside service, or backdoor service.

c) Time of Collection. Customers are required to place containers at Street-side by 6:00 a.m. on the designated day for collection. All Residential Waste shall be collected from each Customer by 7:00 p.m. on the designated day of collection, except as otherwise agreed between the Village and the Contractor.

d) Transport and Disposal. All Residential Waste collected shall be transported and disposed of in accordance with Section 4.6 of this Request for Proposal (RFP).

e) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste, which shall be either a Small, Medium or Large Wheeled Cart for limited option and a Large Wheeled Cart under the unlimited option. If a Customer chooses to use his own container for excess Residential Waste, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons. The Contractor shall provide a Large Wheeled Cart under the unlimited option, at the Customer's option, at a cost as listed in **Appendix A**. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. All Wheeled Carts furnished by the Contractor shall be owned and maintained by the Contractor.

f) Bulk Item Service. Bulk item pick-up at street-side shall be included as part of Residential Waste collection. Such pick-up shall be made one (1) time each week and shall be on the same day as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

g) Municipal Site Collection and Annual Free Disposal Volume. The Contractor shall, without cost to the Village, at Municipal Collection Sites (see **Appendix E**, Village Collection Sites): (1) furnish Village Containers for the deposit of Residential Waste and/or recycling at each Municipal Collection Site; and (2) collect, transport, and dispose of such Residential Waste, at dates and times as outlined in **Appendix E**.

h) Spring Clean-Up Event. Each year of the agreement the Contractor shall provide a spring clean-up event which shall be conducted on one (1) day in the month of April. Customers are required to place any waste to be collected during the event street-side for collection. The dates of the annual clean-up event shall be a date which is mutually agreed to by the Village and Contractor in the month of April. The date for Spring Clean-Up will be designated by March 1 each year.

(2) LANDSCAPE WASTE/FOOD SCRAP COLLECTION

The Contractor shall collect, transport, and dispose of Landscape Waste and/or Food Scraps (separate quotes will be required from the Contractor for collection with and without food scraps during the 8-month landscape waste season, and the final contract will indicate which option was chosen) from April 1 through November 30 of each year, in accordance with the following:

a) Customer Selection of Landscape Waste Service. Each Customer shall have the right to select one of the Landscape Waste services listed below:

- (1) Customer Subscription. Each Customer shall have the right to subscribe for Landscape Waste collection service from the Contractor for a flat monthly rate for an unlimited number of metal or plastic

containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons.

- (2) Pay per Bag/Sticker System: A volume-based system, for which the Contractor shall collect Landscape Waste once per week, and for which the Customer shall pay to the Contractor only in proportion to the quantity of Landscape Waste collected from the Customer. If the Customer chooses to use the once-per-week volume-based service, the Contractor shall have no obligation to collect any Landscape Waste in any container to which a Waste Sticker is not affixed. The Proposal shall designate the cost for each Waste Sticker.
- b) Food Scraps. Each customer shall have the right to participate in a Food Scrap subscription service Ride-Along program. In conjunction with the Landscape Waste Subscription Service, residents may commingle food scraps with properly contained landscape waste. Properly contained landscape waste includes a rigid and lidded can, not exceeding 32 gallons capacity or in a Contractor provided Small Wheeled Cart. The ability to commingle food scraps will be included in the landscape waste sticker/subscription charge.
- c) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:
 - (1) Placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 32 gallons;
 - (2) Placed in metal or plastic cans of a capacity not to exceed 32 gallons;
 - (3) Placed in a Small Wheeled Container designated for Landscape Waste provided by the Contractor; or
 - (4) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.
- d) Christmas Trees. Residents may place street-side their discarded Christmas trees for pick-up by the Contractor on regular service days from January 1 through January 31, at no additional cost to the Customer.
- e) Location of Collection. The Contractor shall collect all Landscape Waste that is placed by each Customer at street-side in front of the Customer's property.
- f) Time of Collection. Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Village and the Contractor, between April 1 and November 30 of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.
- g) Transport and Disposal. All Landscape Waste and Food Scraps collected shall be transported and disposed of in accordance with Section 4.6 of this Request for Proposal ("RFP").

(3) SIX (6) WEEK LEAF COLLECTION PROGRAM

a) Six Week Leaf Collection Program.

- (1) The Contractor will perform a leaf collection program during the fall usually commencing the 4th week in October. The program will be throughout the entirety of the Village consisting of a full-leaf pick-up for each residential address once per week for a period of six (6) weeks. The collection will involve the residents raking their leaves out to street-side in front of their residence within the right-of-way area. The Contractor will collect the leaves using a mechanical vacuum process. The collection will take place six (6) weeks during the fall. The cost of this collection shall be included in the base unit cost of the refuse service.
- (2) The Contractor shall provide a sufficient amount of equipment to complete each of the six (6) collections within a one week period. The collection crews shall consist of a driver/operator and an individual who will rake leaves toward the vacuum machine. Both the Contractor and the Village acknowledge that the leaf vacuuming program is a weather dependent service. In the event that weather impacts leaf collection scheduling during the term of this Contract, the parties mutually agree to cooperate to complete the work within a reasonable timeframe. This may require the Contractor to supply the Village with additional labor and equipment, at no additional cost to the Village, to meet the work demand for leaf collection.
- (3) The Contractor will provide an in-the-field supervisor continuously while crews are operating in the Village. During collection operations, the supervisor shall communicate each day with the designated Public Works supervisory' employee or his/her designee to provide an update on the status of collections.
- (4) The exact schedule and starting dates of this service shall be agreed upon between the Public Works Director or his/her designee and the Contractor and will be independent of any other collection schedules but shall comply with applicable laws and ordinances:
- (5) The Contractor will be responsible for submitting a route plan to the; Public Works Director or his/her designee for approval. The Village will designate an employee who shall act as the contact person for the collection.
- (6) The Contractor shall develop an informational leaf collection program brochure (with the current Village logo), provided at no cost to the Village, to be delivered to all program participants no later than October 1 of each successive year of the contract. This informational brochure will be subject to the approval of the Village prior to distribution.
- (7) ****Bag/Disposal Option:** At the option of the Village, the Contractor shall provide an unlimited number paper bags for distribution to all homeowners for which their front yard street-side location is on Rt. 22 Half Day Road, Riverwoods Road, Story Book Lane and Milwaukee Avenue.

During each collection week The Contractor shall pick-up all paper bags placed curbside within the scheduled pick up for that week.

- (8) Contactor will arrange for an appropriate disposal site that will accept the collected leaves. Any alternate disposal site must comply with the Requirements of Law regarding disposal of Landscape Waste. The total cost of this disposal shall be included in the base unit cost of the refuse service.

*** This service is for residents for which their front yard street-side location is on Rt. 22/Half Day Road, Riverwoods Road, Storybook Lane and/or Milwaukee Avenue. The total number of dwelling units which require bags is approximately forty (40).*

(4) RECYCLABLE MATERIALS

The Contractor shall collect, transport, and manage Recyclable Materials in accordance with the following:

- a) Location of Collection from Customers. Each Customer shall have the option to place Recyclable Materials designated for collection at street-side in front of the Customer's property or back door.

- b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.

- c) Transport and Management of Recyclables. All Recyclable Materials collected shall be transported and managed in accordance with Section 4.6 of this Request for Proposal ("RFP").

- d) Containers. The Contractor shall furnish at no separate cost to the Customer, a Large Wheeled Cart. Once a year, beginning in 2022 and during the entire month of January, Customers will be allowed to upgrade the cart, at no charge, but only one time during the term of the contract. The Recyclables Material cart shall either be different in color and/or have a different color lid than the Residential Waste Wheeled Cart, shall have a recycling sticker or permanent stamp on the cart lid showing what items are accepted in the recycling program, and shall be approved by the Village prior to being ordered and used in the Village.

- e) Municipal Site Collection. The Contractor shall, without cost to the Village, at Municipal Collection Sites: (1) furnish Village Containers for the deposit of Recyclable Materials at each Municipal Collection Site; and (2) collect, transport, and dispose of such Recyclable Materials, at dates and times mutually agreeable to the Village and the Contractor.

- f) Electronic Device Recycling. The Contractor shall provide drop off collection of electronic devices (as defined by the Illinois Consumer Electronics Recycling Act 415 ILCS 151/1 et seq.) at least once annually for a seven-day period. The Contractor shall supply as many 20 cubic yard roll-offs as necessary during the seven-day period. The Village shall coordinate with the Contractor on the location of the 20 cubic yard roll-off dumpsters during the seven-day collection event.

g) Shredding Event. The Contractor shall provide and pay for a one-day shredding event each calendar year, with the date and location to be determined by the Village, with reasonable notice to the Contractor.

(5) VILLAGE SPECIAL EVENTS

The Contractor shall collect, transport and furnish the Village with containerized services for garbage and recycling at Village special events in accordance with **Appendix F** of this RFP.

(6) EMERGENCY DEBRIS MANAGEMENT PLAN

The Contractor shall work with the Village to develop an emergency debris management plan. This plan will outline debris removal and clean-up procedures in the event of a manmade or natural disaster (i.e. micro-storm, flood, tornado, etc.) The Proposal shall acknowledge that a draft version of this plan will be required to be submitted to the Village by December 31, 2022.

(7) DISPOSAL

a) Residential Waste.

(1) Residential Waste shall be removed from the Village at the close of each day of collection. The Village expresses a preference that the residential waste shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana. If Contractor selects another facility, it shall provide an explanation for its selection, including cost and operational factors germane to the decision.

(2) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.

b) Landscape Waste and Food Scraps.

(1) All Landscape Waste and Food Scraps shall be disposed of in a lawful manner at properly permitted landscape waste composting facility or facilities.

(2) Not less than 30 days prior to the date on which the Contractor commences disposal of Landscape Waste and Food Scraps at a location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.

- (3) No Landscape Waste or Food Scraps may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Village. The Village reserves the right to designate one or more licensed composting facilities to purchase or accept Landscape Waste if doing so will provide a financial benefit to the Village.
- c) Landscape Waste Stickers.
- (1) Distribution

The Contractor shall be responsible for the printing, distribution, and sale of any refuse disposal stickers required to be used by Customers as part of the Work, which should be designed as a “one-time-use” variety. The Contractor shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least three retail establishments so as to achieve reasonable citywide coverage and a readily available supply of stickers. The Village shall also agree to act as a retailer in the sale of refuse disposal stickers.
 - (2) Sticker Design

Stickers must be of a bright color, which should be clearly visible from a distance by drivers at dawn or dusk. The paper used shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All stickers shall include either the Village of Lincolnshire logo or name and shall be clearly labeled for refuse/yard waste use as well as the customer service phone number of the waste hauler.
 - (3) Sticker Price

Refuse disposal sticker prices shall be changed on an annual basis only in accordance with **Appendix A**. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., January 1, 2022. The Contractor shall honor the use of old refuse stickers for 31 days after the new sticker price has been instituted, at no additional charge either to the Village or the homeowner.
- d) Recyclable Materials.
- (1) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.

- (2) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the "Designated Facility") if and when SWALCO enters into an agreement. At this time SWALCO does not have an agreement, therefore the Contractor may choose its own facility to take the Village's Recyclable Materials to and notify the Village within 30 days of such location. Notwithstanding the foregoing, the Village reserves the right to designate an alternate Designated Facility. Contractor shall not be required to cause the early termination of any contract it maintains with a recycling facility to comply with this paragraph, but shall be required to comply as soon as legally practicable.
 - (3) No Recyclable Materials may be deposited in a landfill or waste incinerator unless approved in advance and in writing by the Village. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Village may terminate this Agreement if the Contractor fails, after receiving written notice of a violation, to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.
- e) If the Village directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility, the Village and the Contractor will negotiate an equitable adjustment to the Contractor's compensation under this RFP because of an increase or decrease in realized costs.

(8) EQUIPMENT

The Contractor agrees to collect Residential Waste and Recyclable Materials in a sufficient number of fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The Village may give special consideration to proposals that include equipment with sustainable features.

(9) PUBLIC AWARENESS

- a) Program/Brochure

The Contractor shall develop a public awareness program to inform Lincolnshire residents of all aspects included their residential solid waste collection and disposal program. The public awareness program shall include, at a minimum, the development of an informational brochure (with the current Village logo), provided at no cost to the Village, to be delivered to all program participants a minimum of thirty (30) days prior to the 1st quarter billing cycle of each successive year of the contract. The Contractor shall also supply a minimum of seventy-five (75) additional copies of the informational brochure to the Village for distribution to new Customers. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the Village. Upon request of the Village, 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 Village retains the right to approve all materials to be delivered by the

Contractor to Lincolnshire residents including, but not limited to, door hangers, leaflets, fliers, etc.

b) Telephone.

Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. for service inquiries, requests, and complaints in connection with the work.

(9) CONTRACT TERM

The Contractor shall commence work on January 1, 2022 (the "Start Date") for an initial sixty (60) month term with two (2) 5-year extension options. The Village reserves the right to extend the Agreement for up to two (2) additional sixty (60) month terms (each, a "renewal term"), subject to the Village notifying the Contractor in writing at least ninety (90) days prior to the expiration of the initial term or any renewal term. The contract term is subject to annual price increases and/or adjustments in accordance with **Appendix A** of this Request for Proposal ("RFP").

ARTICLE III
INSTRUCTION TO PROPOSERS

Section 3.1 Introduction.

The Village desires to select the Proposer who, in the Village's opinion, will best be able to provide the Services described in Article II of this Request for Proposal ("RFP").

The Village will evaluate each Proposal using the Evaluation Criteria and will make its final decision based on which Proposer or Proposers, on balance, fulfills the Evaluation Criteria in a way that is in the best interest of the Village.

The Village will select one (1) Proposer to provide all Services described in this Request for Proposal ("RFP").

Section 3.2 Pre-Proposal Meeting.

The Village will conduct a pre-proposal meeting at **10:00 a.m. on August 5, 2021**. This meeting will be held to answer any questions related to the documents included with this RFP. Nothing stated at the pre-proposal meeting shall change any such document unless an Addendum is issued therefore pursuant to Section 3.3 of this RFP. Proposers shall submit any questions by email to the Village by **4:30 p.m. on August 3, 2021**. Answers to the question will be responded to at the **August 5, 2021** pre-proposal meeting.

Attendance at the pre-proposal meeting is mandatory. The meeting will be in a virtual format only. Log-in information for the meeting can be obtained by contacting Brad Woodbury, public works director, at bwoodbury@lincolnshireil.gov

Section 3.3 Addenda and Interpretation.

3.3.1 Addenda. No interpretation of the RFP or Contract Documents will be made except by a written Addendum duly issued by the Village. To ensure that Contractors receive addenda, if any, the Contractor should register as a "RFP Holder" with the Village upon receiving a copy of this RFP. No interpretation not contained in an Addendum shall be valid or have any force or affect whatever. All Addenda issued prior to the opening of Proposals shall become a part of the Proposal or Contract Documents.

3.3.2 Informal Responses. The Village will not give oral answers to any inquiries regarding the meaning of the RFP or Contract Documents or oral instructions prior to the award of the Contract. Notwithstanding the foregoing, any such oral answer or instruction, if given, shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information, except by addendum, does not entitle such Proposer to assert any claim or demand against the Village or its respective officers, employees, agents, or attorneys on account thereof.

3.3.3 Inquiries. All Addenda issued prior to the opening of Proposals shall become a part of this RFP and/or any future agreements. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda. To ensure that Contractors receive addenda, if any, the Contractor should register as a "RFP Holder" with the Village upon receiving a copy of this RFP. The Village shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted. All inquiries shall be made in written form, addressed to the person identified in Article VI, and submitted by **no later than 4:30 p.m. August 3, 2021**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Section 3.4 Submittal of Proposals.

In submitting a Proposal, each Proposer states and agrees that the Proposal is submitted in strict accordance and compliance with the requirements, scope and intent set forth in this RFP.

Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

Section 3.5 Modification and Withdrawal Prior to Opening.

Written modifications or requests for withdrawal of Proposals must be in writing and sent by mail, facsimile or email, directed to the person identified in Article VI. Any such requests must be received prior to the time fixed for the Proposal opening; and provided that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must

be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

Section 3.6 Evaluation and Selection Process.

An Evaluation Committee, comprised of Village staff and any persons selected by the Village, will review Proposals in accordance with the Evaluation Criteria. The Evaluation Committee will evaluate the Proposals and report to the Village Board. As part of its review, the Evaluation Committee may request that one more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee.

It is expected that the Evaluation Committee will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals to identify the Proposer that best meets the objectives of the Village and is most advantageous to the Village. Presentations or negotiations, if conducted, will occur only after the due date for the Proposals. During this evaluation and negotiation period, Proposers so identified may be asked to submit revised cost proposals and make presentations. (Any such revised cost proposal shall be no less favorable to the Village than those cost proposals initially submitted to the Village.)

However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Village prefers to award a contract based on the initial proposal submission. It should not be assumed that there will be a subsequent opportunity during which price proposals can be modified. At the sole option of the Village and for the purpose of obtaining the best and final offers, negotiations may be conducted with either the Proposer with the highest ranked proposal; or with all Proposers. Upon completion of negotiations, if any, the Village may, at its discretion, call for "best and final offers".

In addition to the requirements of this RFP, each Proposer will provide, upon written request from the Village, such additional information as may be required by the Village to establish, verify and confirm the Proposer's competence and ability to perform the Services.

During the evaluation and negotiation period and prior to the execution of written agreements between the Village and the successful Proposer, each Proposer shall keep its Proposal in effect for not less than 90 days. At the completion of this negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer to the Village Board. The Village Board will then select a successful Proposer who will be required to execute all agreements in the form of a final Agreement.

The Village may select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to execute the required documents within the required three or five-day period. Any selected Proposer who fails to execute the required documents within the permitted timeframe will forfeit its bid bond to the Village.

The Village intends to complete the evaluation and selection process by September 27, 2021, however, the Village reserves the right to extend this evaluation and selection process as deemed necessary. **After the Village's receipt of Proposals due on August 26, 2021, no Proposal may be withdrawn without the consent of the Village and all Proposals submitted shall remain in full force and effect during the Village's evaluation and selection process.**

Section 3.7 Rejection of Proposals; Waiver of Irregularities.

The Village reserves the right to reject any or all Proposals, or any part thereof, for any reason including nonconformance with the requirements set forth herein.

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the Village's selection process.

The Village reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of this Request for Proposal ("RFP") when it may deem such waiver to be in the best interest of the Village.

Section 3.8 Ownership of Proposals.

The Village will retain full title and ownership of all submitted materials. Proposals will not be returned to Proposers.

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Village of information submitted in the Proposal. The Proposer further agrees that the Village shall have the right to incorporate any aspect of its Proposal into an Agreement irrespective of the identity of the successful Proposer with whom the Village enters into a final Agreement.

Section 3.9 Costs.

All costs that each Proposer incurs in preparing and submitting its Proposal are the sole responsibility of the Proposer and will in no event be paid or reimbursed by the Village.

Section 3.10 Proposal Security.

Each Proposer must submit proposal security, as set forth in the Submittal Requirements, as a guarantee that if selected it will enter into the Contract with the Village in substantial conformity with this Proposal. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has entered into the required contractual agreements with the Village.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bond, as described in the Submittal Requirements, to guarantee that it will perform the services described in this Request for Proposal ("RFP").

Section 3.11 Compliance with Laws.

The successful Proposer shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including, but not limited to the Village and federal and state and local governments, that are applicable to or in any manner may affect the services performed under the Agreement, including nondiscrimination and equal employment opportunity requirements.

Section 3.12 Insurance.

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix D** of this Request for Proposal ("RFP"). Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all the insurance in the amounts, coverages, scope and form specified therein.

Section 3.13 Taxes.

The Village is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the selected Proposer, if necessary. The Village will not reimburse, nor assist the selected Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid. The selected Contractor will not seek reimbursement from the Village for any sales, use, excise or income tax. The selected Contractor shall be required to reimburse the Village for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

Section 3.14 Permits.

All Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Contractor to determine the applicable licenses, permits, and other authorizations.

Section 3.15 Notice of Award.

If the Contract is awarded by the Village, such award shall be effective when a notice of award has been delivered to the successful Contractor ("Effective Date of Award"). The Village will prepare copies of the Agreement based upon the successful Contractor's Proposal and will submit them to the successful Contractor with the notice of award.

Section 3.16 Execution of Agreement.

3.16.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor shall satisfactorily complete all "Conditions Precedent to Closing" (as described herein) before, and the Agreement and all related documents shall be executed, submitted and exchanged by the Village and the successful Contractor ("Closing") on, the fifteenth day following the Effective Date of Award or within such extended period as the Village may, in the exercise of its sole discretion, authorize in writing after issuance of the notice of award ("Closing Date").

3.16.2 Conditions Precedent to Closing. On or before the Closing Date, the Successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the Village all five copies of the Agreement and all other required documentation related thereto on or before the Closing Date; and (2) submit five executed copies of the required Performance Security dated as of the Closing Date and all required certificates and policies of insurance ("Conditions Precedent to Closing"). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.16 of this RFP. If the submitted documents fail to comply with this RFP or the Agreement is not executed and submitted in a timely fashion, the Village may, in its sole discretion, annul the award or allow the successful Contractor an opportunity to correct the deficiencies. In no event

will the Village execute an Agreement until all such deficiencies have been cured or the Village has received adequate assurances, as determined by the Village, of complete and prompt performance.

3.16.3 Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Village to be in compliance with this Request for Proposal ("RFP") and a final Agreement, or assurances of complete and prompt performance satisfactory to the Village have been received, the Village shall execute all copies of an Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or companies. The successful Contractor or its agent shall be present at the Closing.

Section 3.17 Failure to Close.

3.17.1 Annulment of Award; Liquidated Damages. The failure or refusal of a selected Contractor to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award, the forfeiture of its bid bond and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5.2.16 of this RFP.

3.17.2 Subsequent Awards. Upon annulment of an award, the Village may accept, and award a new Agreement based on any other Proposal as the Village, in its sole judgment, deems to be the best. Alternatively, the Village may also invite new Proposals or may abandon the bidding process or the services.

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction.

Proposals received in response to this RFP will be evaluated by the Village for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this RFP. Where used below: (1) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (2) the term "reasonableness" shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and an operational approach that are sensible and feasible and are within the capability of the Proposer.

Section 4.2 Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

- Section 4.3 Adherence to the Requirements of this Request for Proposal ("RFP").
1. Verification that the Proposer can provide the services described in this RFP for five years.
 2. Compliance with all applicable local, state and federal laws.
 3. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use.

- Section 4.4 Quality and Reasonableness of Proposal.
1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
 2. Adequacy and comprehensiveness of proposed insurance and bonding program.
 3. Operational approach.
 4. Quality control plan.
 5. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.
 6. References.

Section 4.5 Reasonableness of Cost Proposals, including the reasonableness of exceptions to the cost proposals which would permit the Contractor to charge extra fees.

Section 4.6 Quality and Reasonableness of Any Alternate Proposal.

Section 4.7 Quality and Reasonableness of Comments on Request for Proposal.

A final Draft Agreement (the final form of the contract) will be negotiated with the selected Proposer once the evaluation process is completed and services are selected.

ARTICLE V

SUBMITTAL REQUIREMENTS

Section 5.1 Format.

A total of four copies of the Proposal shall be submitted, consisting of two (2) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted in a PDF format or compatible with "Microsoft Word" and all spreadsheets and related information shall be compatible with "Microsoft Excel". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included within the one volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Sold Waste Collection Services RFP".

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn at set forth in Section 3.5 of this Request for Proposal ("RFP"). Failure to comply with the instructions of this Request for Proposal ("RFP") may be

cause for rejection of the Proposal. The Village reserves the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material must be identified as confidential, and the Village will keep such information confidential to the extent permitted by law, unless such disclosure will not cause competitive harm, or such information was known to the Village prior to its submission, or such information was properly obtained independently by the Village, or the Proposer consents to such disclosure. Notwithstanding the foregoing, the Village is subject to comply with any legal or statutory requirement or court order, including, but not limited to, the Illinois Freedom of Information Act, and therefore shall disclose such confidential or proprietary information whenever the Village determines in good faith that it is required to do so. By submission of a Proposal, Proposer expressly waives any claim for damages or other relief arising out of any disclosure by the Village. No Proposals or materials will be returned.

Section 5.2 Contents.

A list of the submittal requirements follows. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP and takes precedence over this summary list. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission and such pertinent information as would enable the Village to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

5.2.1 Cover Letter. Proposals shall be accompanied by a cover letter identifying the complete name of the entity submitting the Proposal, the contact information of the individuals who would meet with the Village if requested; and the signature and title of the individual duly authorized to submit the Proposal.

5.2.2 Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.

5.2.3 Litigation. A discussion of: (1) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary, affiliate or parent of the Proposer or any subcontractor which the Proposer intends to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (2) judgments, fines, sanctions and settlements entered in the last five years in excess of \$25,000 against the Proposer (or against any subsidiary, affiliate or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.

5.2.4 Operational Approach. This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the Services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must

be included. The Proposer shall identify all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

This section shall also include information on how the Contractor will design and implement the recycling cart tagging program, coordinate recycling and composting education to the Village's residents, and implement a communication plan with the Village and its residents to alert them when necessary (e.g., delays in pick-ups, spills, special recycling events).

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposal set forth in **Appendix A** is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this Request for Proposal ("RFP").

5.2.6 Qualifications of Personnel. This section should specify those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a discussion of everyone's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes or professional biographies should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Cost Proposal. The Contractor's Cost Proposal shall be submitted by completing all blanks in **Appendix A**, including the Sworn Statement attached thereto. Each Proposal must include the cost information for all the alternatives set forth in **Appendix A**. **The Contractor's cost proposal shall not include any additional fees related to fuel surcharges, administrative fees, environmental fees or recycling contamination fees. The Contractor shall only be able to charge those costs shown on the Cost Proposal.**

5.2.8 Comments on RFP. Each Proposer should submit any written comments on this Request for Proposal (RFP) with their proposal submission. The Village will review all comments received and, if it deems necessary, request Proposers to attend a meeting to discuss these comments. This Request for Proposal (RFP) shall be revised as necessary in the form of a final Agreement once a final contractor is selected and services are agreed upon.

5.2.9 Alternative Proposals. The Village will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this Request for Proposal ("RFP"). The Village encourages the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: (a) demonstrate the commitment of Proposer to provide the services required herein to the Village for five years; and (b) maintain the flexibility of the Village to obtain the range of service options and alternatives described in the Cost Proposal. In addition:

- Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village.
- All Submittal Requirements outlined in this Article V must be strictly adhered to.

5.2.10 Alternative Fuels and/or Trucks. Each Contractor should specifically describe its plan for using, or transitioning to the use of, refuse, recycling and landscape waste collection trucks in the Village that utilize alternative fuels while providing the services under an Agreement with the Village.

5.2.11 References. Submit at least three (3) governmental or large commercial references, which are in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

5.2.12 Financial Capability. This section shall include the Proposer's financial statements for the three (3) most recent fiscal years and written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.13 Assumptions, Deviations and Exceptions. The Proposer should minimize exceptions to the requirements of this Request for Proposal ("RFP"). If exceptions or deviations from this Request for Proposal ("RFP") are evident, describe such exceptions or deviations and provide a rationale for them. In no event shall such Proposer's assumptions, deviations or exceptions involve the modification of any permits or approvals obtained by the Village. Failure to provide some or all the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a Proposer. Assumptions, deviations and exceptions will not be deemed accepted unless they are incorporated into the final Agreement for Services.

5.2.14 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set forth in **Appendix D**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Village, certifying that said insurer has read the requirements set forth in **Appendix D** and will furnish endorsements or the required certificates of insurance upon award of the contract.

5.2.15 Proposal Security. To secure its Proposal as required in the submittal requirements, each Proposer must provide proposal security in the form of a certified check, cashier's check, bank draft drawn on a national bank or a bid bond in an amount equal to twenty-five thousand dollars (\$25,000), as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the Agreement at rates no greater than those stated in its Cost Proposals. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has been selected and has executed the required written agreements with the Village. The bid bond of the successful Proposer will be returned upon execution of the Agreement and submittal of the performance bond required by the Agreement.

5.2.16 Liquidated Damages. If a Contractor fails to timely submit all additional information requested by the Village or if the accepted Contractor fails to timely and properly submit the required Contractor Security and certificates and policies of insurance, or if the successful Contractor fails to timely and properly execute the contract, the Contractor's Certification, and all other required documentation related to the contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Village will sustain by reason of any such failure. For such reason, every Contractor shall, by submitting its Proposal, be deemed to agree that the Village shall have the right, at their option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the proposal security or to exercise all equitable remedies it may have against the defaulting Proposer.

5.2.17 Performance Bond. At or prior to commencing service under the Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy or facsimile), substantially in the form set forth as **Appendix C**, in the amount of One Hundred Fifty Thousand Dollars (\$150,000) as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the Agreement. Premiums for the performance bond shall be paid by the successful Proposer at no additional expense to the Village. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the Contractor shall fail to fulfill the Agreement, the performance bond shall become payable to the Village as liquidated damages.

Each Proposal shall be accompanied by a letter from a corporate surety, satisfactory to the Village, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of One Hundred Fifty Thousand Dollars (\$150,000) drawn on a national or state-chartered bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

5.2.18 Remedies for Failure to Comply. The selected Contractor will be responsible for all errors in its Proposal resulting from their failure or neglect to comply with the terms of this Request for Proposal ("RFP"). The selected Contractor will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Contractor failed or neglected to inform itself prior to submitting its Proposal, and the successful Contractor shall bear all costs associated therewith or arising there from, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the performance of the services under the Agreement.

ARTICLE VI
INQUIRIES AND SUBMISSION OF PROPOSALS

Inquiries Concerning this RFP should be submitted in writing (or by email) by 4:30 p.m.
August 3, 2021 to:

Brad Woodbury
Public Works Director
bwoodbury@lincolnshireil.gov
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

All inquiries submitted will be answered at the mandatory pre-proposal conference on
August 5, 2021.

Proposals should be submitted by 4:30 p.m. August 26, 2021 to:

Brad Woodbury
Public Works Director
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

Proposals sent by fax will not be accepted.

**APPENDIX A
VILLAGE OF LINCOLNSHIRE**

SOLID WASTE COLLECTION SERVICES RFP

**COST PROPOSAL and
CONTRACTOR'S SWORN STATEMENT**

Full Name of CONTRACTOR _____ ("CONTRACTOR")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

CONTRACTOR warrants and represents that CONTRACTOR has carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Proposal, and Addenda Nos. _____ [if none, write "NONE"], which are securely stapled to the end of this Proposal.

1. Work Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal, the RFP pursuant to which the Village solicited this Proposal and the Agreement to be entered into in the form attached in Appendix G the RFP (collectively, the "Contract"), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all municipal waste, landscape waste (and food scraps, if applicable), and recyclables from all customers during the term of the Contract; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (f) do all other things required of the successful CONTRACTOR or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the following "Schedule of Prices" unless otherwise provided in the RFP:

A. RESIDENTIAL WASTE COLLECTION PROGRAM

- 1) LIMITED SERVICE
Street-side collection \$ _____
Per household per month
For Small Wheeled Cart (35 gallon)
- \$ _____
Per household per month
For Medium Wheeled Cart (64 gallon)
- \$ _____
Per household per month
For Large Wheeled Cart (96 gallon)
- 2) UNLIMITED SERVICE
Street-side collection \$ _____
Per household per month
Large Wheeled Cart (96 gallon)

The rates above include the cart. Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rates for items 1 and 2.

- 3) BACK DOOR SERVICE \$ _____
Per household per month for waste
- \$ _____
Per household per month for recycling
- 4) EXCESS CONTAINER CHARGE
for exceeding the capacity of the cart under the Limited Service option \$ _____
Per sticker*

*Sticker cost for excess Residential Waste and Landscape Waste shall be the same, identical sticker used for both programs.

- 5) CHANGE OF SERVICE
For switching from Unlimited to Limited Service or vice versa, delivery of a new cart and retrieval of old cart \$ _____
Per change in service
- 6) WHITE GOODS COLLECTION
For collecting white goods at the Customer's curb \$ _____
Per White Good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

- 1) UNLIMITED SERVICE \$ _____
Per household per month
For Large Wheeled Cart (96 gallon)

The rate above includes the cart. Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

- 1) CUSTOMER SUBSCRIPTION
The flat rate over an eight-month period from April 1 to November 30, with unlimited collection of thirty-two (32) gallon containers per week.

\$ _____
Per household for
8-month subscription

\$ _____
Additional charge, if any,
to allow food scrap to be
commingled with landscape
waste

- 2) PAY PER BAG/STICKER

\$ _____
Per sticker

- 3) SIX WEEK LEAF COLLECTION WITH
LEAF VACUUM w/DISPOSAL

\$ _____
Annual Leaf Collection/Disposal
Cost Per household. Per month

\$ _____
Annual Leaf Collection/Disposal
Cost Per Additional Week
of Leaf Pick-Up

***Contactor will arrange for an appropriate disposal site that will accept the collected leaves. Any alternate disposal site must comply with the Requirements of Law regarding disposal of Landscape Waste. The Village will provide a staging area as needed throughout the duration of the leaf collection program.*

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Small Wheeled Cart, 35 Gallon \$ _____

Medium Wheeled Cart, 65 Gallon \$ _____

Large Wheeled Cart, 96 Gallon \$ _____

E. EMERGENCY SERVICES

1) Rate for Equipment and Personnel if requested by the Village

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard/Disposal

F. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning January 1, 2023 and on January 1st thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be increased or decreased as follows:

Annual Adjustment: On January 1, 2023 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Appendix A shall increase by two (2%) percent over the prior period's charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Appendix A shall increase by the percentage increase in the CPI, up to a three and one-half (3.5%) percent increase in the CPI, and any percentage increase in the CPI over three and one-half (3.5%) percent shall be disregarded. That is, the charges identified in Appendix A shall increase by a minimum of two (2%) and a maximum of three and one-half (3.5%) percent on each Adjustment Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from November preceding the Adjustment Date ("Most Recent CPI") to the CPI reported by the U.S. Department of Labor for November in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Naperville-Elgin Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

No other Adjustments: Except in the event the scope of services provided by the CONTRACTOR is materially changed by written agreement of the Parties, there will be no other adjustments to the compensation described in Appendix A.

The **CONTRACTOR** shall notify the Village in writing at least thirty (30) days prior to the effective date of any proposed increase in charges, and such increase shall not be effective until approved by the Village in writing as complying with the terms of a final Agreement.

3. CONTRACTOR's Representations and Warranties

To induce the Village to accept this Cost Proposal, CONTRACTOR hereby represents, warrants, and certifies as follows:

A. CONTRACTOR is of lawful age and the only persons interested in this Cost Proposal as principals are those named in the completed Sworn Statement attached hereto and this Cost Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. CONTRACTOR is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

C. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in this Cost Proposal or in the services to which it relates or in any portion of the profits thereof.

D. CONTRACTOR has examined the RFP, including all its Attachments, and will, if this CONTRACTOR's Proposal is accepted, enter into the form of a final Agreement, unless changes to such an agreement are mutually agreed upon by the Village and Contractor.

E. CONTRACTOR does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. The Proposal Security described by paragraph 5.2.15 in the amount of \$25,000 has been attached to this CONTRACTOR's Proposal.

G. The performance surety described by paragraph 5.2.17 and insurance commitment letters required by paragraph 5.2.14 and Appendix D of the RFP have been attached to this CONTRACTOR's Proposal.

H. CONTRACTOR understands and agrees that the Village reserves the right to reject any and all proposals, reserves the right to reject the low-price proposal based on the totality of the evaluation criteria, and reserves such other rights as are set forth in the RFP to select the CONTRACTOR that is in the best interests of the Village.

I. CONTRACTOR understands and agrees that, if this CONTRACTOR's Proposal is accepted, CONTRACTOR shall be bound by each and every term, condition, or provision contained in this CONTRACTOR's Proposal in the form of a final Agreement.

J. The persons signing this CONTRACTOR's Proposal possess full authority to submit this CONTRACTOR's Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Proposal, CONTRACTOR

shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing CONTRACTOR's Proposals found in the Request for Proposal ("RFP") are satisfied.

DATED this _____ day of _____, 2021.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

CONTRACTOR'S SWORN STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states under penalty of perjury that the undersigned CONTRACTOR is organized as indicated below and that all statements herein made are made on behalf of such CONTRACTOR in support of the CONTRACTOR's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that CONTRACTOR has carefully prepared, reviewed and checked its CONTRACTOR's Proposal and that the statements contained in its CONTRACTOR's Proposal and in this Sworn Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If CONTRACTOR is a successor to a prior organization, provide the information requested in items 10 through 12 for both CONTRACTOR and the prior organization. If CONTRACTOR is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Sworn Acknowledgment

(Complete Applicable Section)

A. *For Corporations.* CONTRACTOR is a corporation that is organized and existing under the laws of the State of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois.

Pursuant to a Resolution of the corporation's Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the _____ of the corporation, is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

| <u>TITLE</u> | <u>NAME</u> | <u>ADDRESS</u> |
|---------------------|--------------------|-----------------------|
| President | _____ | _____ |
| Vice-President | _____ | _____ |
| Secretary | _____ | _____ |
| Treasurer | _____ | _____ |

The stockholders of the corporation (other than a publicly owned corporation) who own 10% percent or more of its stock of any class are as follows:

| <u>NAME</u> | <u>ADDRESS</u> | <u>PERCENT OWNERSHIP</u> |
|-------------|----------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

B. *For Partnerships.* CONTRACTOR is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership, and all limited partners holding 10% or more of the percentage interests, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> | <u>PERCENT OWNERSHIP</u> |
|-------------|----------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

C. *For Limited Liability Companies.* CONTRACTOR is a limited liability company that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Operating Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The manager(s), and all members of the company holding 10% or more of the percentage interests, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> | <u>PERCENT OWNERSHIP</u> |
|-------------|----------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Pursuant to a power of attorney executed by all of the members on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the company and is authorized to sign this Cost Proposal, the Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

D. *For Individuals.* CONTRACTOR is an individual whose full name is _____, whose residence address is _____, and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

Pursuant to a power of attorney executed by CONTRACTOR on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this Cost Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

E. *For Joint Ventures:* CONTRACTOR is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____. The signatories to the aforesaid Joint Venture Agreement are as follows:

| <u>NAME</u> | <u>ADDRESS</u> | <u>PERCENTAGE OWNERSHIP</u> |
|-------------|----------------|-----------------------------|
| _____ () | _____ | _____ |
| _____ () | _____ | _____ |
| _____ () | _____ | _____ |

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; Limited Liability Company = L; and Individual = "I")]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached,

_____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this CONTRACTOR's Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

2. Nature of Business

State the nature of CONTRACTOR's business:

3. Years in Business

State the number of years that CONTRACTOR, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years.

4. Predecessor Organizations

If CONTRACTOR has been in business under its current name and organization for less than five years, list any predecessor organizations:

| <u>NAME</u> | <u>ADDRESS</u> | <u>YEARS</u> |
|-------------|----------------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

5. Related Experience

List three contracts awarded to CONTRACTOR, or its predecessors, in the past five years most comparable to the Work:

| | <u>JOB ONE</u> | <u>JOB TWO</u> | <u>JOB THREE</u> |
|-------------------------------------|----------------|----------------|------------------|
| Owner (municipal or private): | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| | _____ | _____ | _____ |
| Reference: | _____ | _____ | _____ |

Telephone: _____

Type of Work: _____

6. Suggested Procedures for Termination/Reinstatement of Service

CONTRACTOR will follow the following procedures in terminating service to residents for nonpayment of rates and charges and in reinstating service following payment of past due amounts:

7. Superintendents

One or more of the following superintendents will be assigned to supervise the Work:

| <u>NAME</u> | <u>SPECIAL QUALIFICATIONS</u> | <u>YRS. IN CURRENT OCCUPATION</u> |
|-------------|-------------------------------|-----------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

8. Owned Equipment

The following equipment is owned by CONTRACTOR, is in good condition and working order, and is available for and will be employed in the Work:

| <u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u> | <u>NUMBER AVAILABLE</u> |
|--|-------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

9. Current Projects

CONTRACTOR is currently involved in the following on-going contracts for work similar to the Work:

| <u>OWNER</u> | <u>DESCRIPTION OF WORK</u> | <u>COLLECTION DAYS</u> |
|---------------------|-----------------------------------|-------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

10. Contracts Abandoned

CONTRACTOR has not failed to complete a contract within the past 5-10 years except as noted and explained below:

11. Contract Defaults

CONTRACTOR has not defaulted on, or been terminated for cause on, a contract within the past 5-10 years except as noted and explained below:

12. Litigation

CONTRACTOR is, or within the past 5 years has been, a party to the following litigation and none other:

| <u>CASE NAME</u> | <u>COURT JURISDICTION</u> | <u>DOCKET NUMBER</u> |
|-------------------------|----------------------------------|-----------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

13. Supervisory Oversight

Describe how the Work will be supervised, including route supervision and number of supervisors to be assigned to observe collection operations:

DATED this _____ day of _____, 2021.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2021.

My Commission Expires: _____

[SEAL]

Notary Public

**APPENDIX B
VILLAGE OF LINCOLNSHIRE**

**SOLID WASTE COLLECTION SERVICES RFP
MINIMUM CUSTOMER SERVICE STANDARDS**

The Contractor shall cooperate with the Village in minimizing complaints from the Residential Customers.

- a) Initial Response: The Contractor shall give prompt and courteous attention to all Residential Customer complaints that it may receive. The Contractor shall respond personally to every Residential Customer from whom a complaint is received within twenty-four (24) hours or the next business day after receipt of such complaint; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such missed collection complaint.

Where any dispute arises between a Residential Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agree in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor shall immediately report the controversy to the Village for settlement before additional collection becomes necessary to avoid further disputes or disagreements between Residential Customers and the Contractor.

- b) Referral to Village: If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Residential Customer, then the Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village, which notice shall include the name and address of the Residential Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Village shall mediate each such complaint, and the Village's decision concerning each such complaint shall be final and binding on the Contractor and the Residential Customer.
- c) Answering Calls: During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within forty-five (45) seconds. The forty-five (45) second maximum includes wait time or time spent 'holding' for a customer service representative. Residential Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%)

**APPENDIX C
VILLAGE OF LINCOLNSHIRE**

**SOLID WASTE COLLECTION SERVICES RFP
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Lincolnshire, IL as Obligee, hereinafter called the Village, in the full and just sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2021, with the Village entitled "RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, food scraps and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner

and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the Contractor's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to incur any expense or correct any deficient performance of the CONTRACTOR to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this _____ day of _____, 2021.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX D
VILLAGE OF LINCOLNSHIRE**

**SOLID WASTE COLLECTION SERVICES RFP
INSURANCE REQUIREMENTS**

A. Commercial General Liability Insurance

Commercial general liability insurance with the following limits:

| <u>Coverage</u> | <u>Limits of Liability</u> |
|---|----------------------------|
| General Aggregate | \$5,000,000 |
| Products and Completed Operations Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Each Occurrence | \$2,000,000 |

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment.

B. Workers Compensation & Employer’s Liability

| Workers Compensation Coverage | IL statutory requirements |
|--|----------------------------------|
| Employer’s Liability Insurance Coverage | Limits of Liability |
| Bodily Injury by Accident (Each Accident) | \$1,000,000 |
| Bodily Injury by Disease (Each Employee) | \$1,000,000 |
| Bodily Injury by Disease (Policy Limit) | \$1,000,000 |

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

C. Business Auto Insurance:

| <u>Coverage</u> | <u>Limit of Liability</u> |
|---------------------------------------|---------------------------|
| All Owned, Hired, and Non-Owned Autos | \$1,000,000 |

D. Pollution Liability Insurance

| <u>Coverage</u> | <u>Limit of Liability</u> |
|-----------------------------------|---------------------------|
| Each Occurrence/General Aggregate | \$5,000,000 |

Pollution liability insurance limits may be modified by the Village, if deemed necessary.

E. Umbrella Liability Insurance

| <u>Coverage</u> | <u>Limit of Liability</u> |
|----------------------------------|---------------------------|
| Excess over all primary policies | \$5,000,000 |

**APPENDIX E
VILLAGE OF LINCOLNSHIRE**

SOLID WASTE COLLECTION SERVICES RFP

MUNICIPAL COLLECTION SITES

Location, size, frequency and number of Village and other public entity Containers to be furnished and serviced at no cost:

| <u>Site</u> | <u>Refuse/Recycling Size</u> | <u>Frequency</u> |
|--|---|------------------------------|
| Village Hall 1 Olde Half Day Road Lincolnshire, IL 60069 | 2, 3 cubic yd. dumpsters – waste 1, 3 cubic yd. dumpster – recycling | 1 x per week 1 x per week |
| Public Works Facility 205 Schelter Road Lincolnshire, IL 60069 | 2, 3 cubic yd. dumpsters – waste 1, 3 cubic yd. dumpster – recycling | 1 x per week 1 x per week |
| North Park Maintenance Building 1025 Riverwoods Road Lincolnshire, IL 60069 | 2, 3 cubic yd. dumpsters – waste | 2 x per week |
| Public Works Maintenance Yard 45 Londonderry Lane Lincolnshire, IL 60069 | 1, 20 cubic yd. dumpster – waste | 1 x per week |
| Spring Lake Park 49 Oxford Drive Lincolnshire, IL 60069 | 1, 3 cubic yd. dumpster – waste | 1 x per week |

**APPENDIX F
VILLAGE OF LINCOLNSHIRE**

SOLID WASTE COLLECTION SERVICES RFP

SPECIAL EVENT SUPPORT

Location, size, frequency and number of Village and other public entity Containers to be furnished and serviced at no cost:

| <u>Special Event</u> | <u>Location</u> | <u>Dumpster Size</u> | <u>Drop-Off/Pick-Up</u> |
|-----------------------------|--|-------------------------------------|--------------------------------|
| Skate Night | North Park 1025 Riverwoods Lincolnshire, IL 60069 | 10, 96gal waste toter containers | Jan/Feb |
| Art Festival | 100 Village Green Lincolnshire, IL 60069 | 1, 20 cubic yd. | June |
| 4 th of July | Spring Lake Park 49 Oxford Drive Lincolnshire, IL 60069 | 1, 20 cubic yd. dumpster | July 2/July 5 |
| Heroes Night | North Park 1025 Riverwoods Lincolnshire, IL 60069 | 1, 20 cubic yd. dumpster | Aug/Sept |
| Halloween Event | North Park 1025 Riverwoods Lincolnshire, IL 60069 | 1, 20 cubic yd. dumpster | October |
| Winter Holiday Event | 100 Village Green Lincolnshire, IL 60069 | 10, 96g waste toter containers | December |