

REQUEST FOR PROPOSAL SOLID WASTE AND RECYCLING SERVICES

NOTICE IS HEREBY GIVEN that the Village of North Barrington (“Village”) will accept proposals for providing all labor, equipment, vehicles, materials and related 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 **September 1, 2020** and end on **August 31, 2025**.

Proposals will be accepted until **Friday, May 15, 2020 at 10:00 am**, at the Village Hall, Village of North Barrington, 111 Old Barrington Road, North Barrington, IL 60010.

Questions regarding the RFP must be submitted in writing and sent to Shannon Andrews, Village Administrator, by **Wednesday, April 15, 2020 at 10:00 am** at the Village of North Barrington, 111 Old Barrington Road, North Barrington, IL 60010, or can be emailed to sandrews@northbarrington.org.

Proposals are to be marked “Solid Waste and Recycling Services RFP” and delivered by **Friday, May 15, 2020 at 10:00 am** to:

Shannon Andrews
Village Administrator
Village of North Barrington
111 Old Barrington Road
North Barrington, IL 60010

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1.0 INTRODUCTION

The Village of North Barrington (“Village”) hereby invites firms to submit proposals (“Proposals”) in accordance with the requirements of this Request for Proposal (“RFP”).

The Village has a population of 3,047 persons (2010 Census) and an estimated 1,046 dwelling units, which will be included in the residential hauling franchise.

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 collection, transportation, and disposal of Residential Waste, Recyclable Materials and Landscape Waste from all residential family dwellings in the Village and the Municipal Collection Sites, such as the Village Hall and Village Parks, etc. The anticipated start date of the contract is September 1, 2020 with an end date of August 31, 2025. **No collection services for commercial are covered by this RFP.**

The purpose of this RFP is to receive proposals from qualified entities to provide solid waste and recycling services that meet the intent and objectives of the Village as further stated herein. It is agreed and acknowledged by all municipalities and Contractors that while proposals are being solicited, this Agreement is not required to be, and is not a sealed, competitive bid process.

Proposals shall be submitted no later than **May 15, 2020 at 10:00 am**. The Village intends to complete the evaluation and selection process by summer 2020.

The Village desires to obtain cost proposals in the form of **Appendix A** hereto (“Cost Proposal”), proposing monthly fees for various levels of service which are described in this RFP. Under this Draft Agreement, the Village would designate a single waste hauler as the exclusive entity in the Village to provide the services described therein. The Village desires to obtain monthly fees for its residents with a no change-in-law provision proposed, including no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs that could potentially alter costs for Customers. The services for which the Village seeks cost proposals generally are:

- (1) Once-per-week curbside service for collection, transportation and disposal of Residential Waste. Curbside service means the collection of Residential Waste from either a 45-gallon, 65-gallon or 95-gallon Wheeled Cart, to be furnished by the Contractor. Any Customer shall be able to choose a 45-gallon, 65-gallon or 95-gallon Wheeled Cart option.
- (2) At the same time as collection of Residential Waste, the Proposer shall collect one Bulk Item per household per week, not including white goods.

- (3) Once-per-week, unlimited curbside collection of Recyclable Materials to be taken to a Designated Recycling Facility. The Contractor will furnish each Customer with a 95-gallon wheeled cart for Recyclable Materials.
- (4) Optional year-round, once-per-week, unlimited curbside collection of Food Scraps to be taken to a Designated Composting Facility at the rates set forth in the Cost Proposal in **Appendix A**. The Contractor will furnish a 32-gallon wheeled cart to Customers requesting this service. Any Customer shall be able to choose the Food Scrap option.
- (5) Once-per-week (from April 1 through mid-December) unlimited curbside collection, transportation and disposal of Landscape Waste for Customers, using metal or plastic containers or biodegradable bags, each container or bag not to exceed a capacity of 32 gallons. No stickers will be required for landscape / yard-waste collection.
- (6) The aforementioned services and the cost thereof, may be suspended at the Customer's request, for a minimum of two consecutive months per year, and not more than four consecutive months per year upon notice to Contractor not less than 14 days prior to service suspension and resumption dates.
- (7) Customers that are age 65 and older shall receive a 10% discount on the monthly cost for collection service of Residential Waste, Recyclable Materials, Food Scrap and Landscape Waste for all cart sizes.
- (8) The Contractor shall provide a quote for Back Door Service in the Cost Proposal in **Appendix A**. Any Customer shall be able to choose the Back Door Service option.
- (9) Private Services (primarily for large amounts of Residential Waste that exceed one cubic yard) to be provided upon Customers' request at the rates set forth in the Cost Proposal in **Appendix A**.
- (10) The Contractor shall provide a quote for White Goods collection in the Cost Proposal in **Appendix A**.
- (11) Customers may change service options once during the first 90 days of this Agreement without cost. Additional elections to change service options shall be billed as set forth in the Cost Proposal in **Appendix A**.
- (12) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in the Cost Proposal in **Appendix A**.
- (13) The Contractor shall bill Customers on behalf of the Village for services provided to Customers under this RFP. The Contractor will be solely responsible for all billing and collection of all rates and charges. The Contractor shall bill all customers directly. The

Village shall have no responsibility for the billing or collection of any account. The Contractor shall bill Customers on a quarterly basis in advance of service. Customers will be notified of past-due balances after 30 days, with expected service shutoff after 60 days of non-payment. Contractor will offer Customers online bill pay, auto pay and check-by-phone payment programs at no charge.

(14) The Village is receptive to negotiating a change in traditional collection days to assist with implementation of a new hauling contract.

In supplement to the above, Contractors shall provide quotes on the following A La Carte Service Options, which the Village may choose to add:

(A) The Contractor shall provide a quote for Village-wide Food Scrap Collection to ALL Customers year-round, once-per-week, unlimited curbside collection of Food Scraps to be taken to a Designated Composting Facility at the rates set forth in the Cost Proposal in **Appendix A**. The Contractor will furnish a 32-gallon Wheeled Cart to all Customers. Should the Village select the Village-wide option, it will be in place of the subscription-based option and the Customer will not be charged the subscription-based rate.

(B) The Contractor shall provide a quote for curbside fall leaf vacuuming collection in the A La Carte Options in **Appendix A**.

(C) The Contractor shall provide a quote for curbside collection of electronic devices (as defined by the IL Consumer Electronics Recycling Act) on at least a once a month basis for the term of the Agreement in the A La Carte Options in **Appendix A**.

(D) The Contractor shall provide a quote in the A La Carte Options in **Appendix A** for an annual collection, one time each summer, of residential Household Chemical Waste at the Village Hall, 111 Old Barrington Road, North Barrington, IL 60010.

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.

After this evaluation process and following negotiations with one or more of the Proposers, the Village anticipates that it will select one Proposer to provide the services for the Village.

TIMELINE

March 27, 2020	Request for Proposals Issued
April 15, 2020	Deadline for Questions
May 15, 2020	Deadline for Submission of Proposals
May 16 – June 2, 2020	Review by Environmental & Health Commission
June 17 – July 15, 2020	Approval by Board of Trustees
September 1, 2020	Contract Start Date

2.0 DEFINITIONS

Whenever used in this RFP, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

“Agency” means the Solid Waste Agency of Lake County, known as SWALCO.

“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 RFP.

“Back Door Service” means the Contractor picks up Residential Waste, Recyclable Materials, Landscape Waste and Food Scraps from Wheeled Cart(s) at a location reasonably selected by Customer, provided that storage and pickup are on hard level surface visible to the street with paved or compacted surfaces to access Wheeled Cart(s).

“Bulk Items” means household items 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, storm doors and windows, metal and lumber products and machine parts.

“Village” means the Village of North Barrington, Lake County, Illinois, an Illinois municipal corporation.

"Customer" means the owner or occupant of a single-family dwelling to whom the Contractor furnishes services pursuant to the Agreement.

“Designated Composting Facility” means an organic composting facility designated by the Agency as a facility to which Organic Waste materials are transported for processing. The Village may designate such facility.

"Designated Recycling Facility" means a materials recovery facility designated by the Agency as a facility to which Recyclable Materials are received, separated and prepared for sale to end buyers. The Village may designate such facility.

“Food Scrap” means garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

“Household Chemical Waste” is defined by federal and state agencies as being hazardous waste. Included, but not limited to, aerosol paints and pesticides, antifreeze, cleaning products, compact fluorescent light bulbs, drain cleaners, fungicides, furniture strippers, gasoline, inflammable liquids, insecticides, lawn chemicals, mercury, metal polishes, oils, oil- based paints, old medications, paint

remover, pool chemicals, solvents, weed killers and radioactive materials.

"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.

"Organic Waste" means all food scraps, landscape waste and other organic waste materials that may be commingled, and capable of being composted at a Designated Composting Facility and as further defined in 415 ILCS 5/3.197.

"Private Service" means the collection of certain refuse and waste by the Contractor from Customers, as further described herein, pursuant to separate agreements or arrangements between a Customer and the Contractor.

"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 the Agreement.

"Residential Waste" means garbage, refuse, industrial, lunchroom 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.

"Senior Citizen" means the existing account holder of current contracted hauling services of a person 65 years or older.

"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.

"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 95 gallons, a Medium Wheeled Cart shall have a capacity of approximately 65 gallons, and a

Small Wheeled Cart shall have a capacity of approximately 35/45 gallons.

In reading this RFP, feminine or neutral 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.

3.0 SCOPE OF SERVICES

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

A. RESIDENTIAL WASTE COLLECTION

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

- 1) Customer Selection of Service. Once-per-week subscription service which provides for collection by the Contractor of Residential Waste from one of the three options: 1) a Large Wheeled Cart (95 gallon), 2) a Medium Wheeled Cart (65 gallon) or 3) a Small Wheeled Cart (35 gallon). The Contractor shall provide Curbside Service with a Large Wheeled Cart, at curbside, to any Customer that has not specifically selected a type of service.
- 2) Location of Service. For each type of service for collection of Residential Waste, each Customer shall place the Residential Waste at street-side in front of the Customer's property.
- 3) 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.
- 4) Containers. 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.
- 5) Bulk Item Service. Bulk item pick-up 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 and location as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

B. FOOD SCRAP COLLECTION

The Contractor shall collect, transport, and dispose of Food Scraps year-round, in accordance with the following:

- 1) Customer Selection of Service. Optional once-per-week subscription service which provides for collection by the Contractor of Food Scrap Materials to be taken to a Designated Composting Facility. The Contractor will furnish Customers with a 32-gallon Wheeled Cart to those Customers who select the service.

- 2) Location of Service. Each Customer shall have the option to place Food Scrap Materials designated for collection at street-side in front of the Customer's property.
- 3) Time of Collection. 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.
- 4) Containers. 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.

C. LANDSCAPE / YARD WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Landscape Waste / Yard Waste from April 1 through mid-December of each year, in accordance with the following:

- 1) Customer Selection of Landscape Waste Service. Each Customer shall receive Landscape Waste collection service from the Contractor for a flat monthly rate that covers metal or plastic containers or biodegradable bags, each container or bag not to exceed a capacity of 32 gallons. No stickers will be required for landscape / yard-waste collection.
- 2) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is:
 - i. Placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 32 gallons;
 - ii. Placed in metal or plastic cans of a capacity not to exceed 32 gallons; or
 - iii. Landscape Waste which cannot reasonably be placed in bags or cans, shall be securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.
- 3) Christmas Trees. For all residential Customers, the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer on their regularly scheduled pickup days between January 2 and January 25, at no additional cost to the Customer.
- 4) 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.

- 5) 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 mid-December of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.

D. RECYCLABLE MATERIALS

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

- 1) 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.
- 2) 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.
- 3) Containers. The Recyclables Material cart shall 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. PRIVATE SERVICES

- 1) In addition to the Residential Services provided by the Contractor on behalf of the Village, the Contractor shall also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to: white goods/appliances; auto parts; large amounts of building materials (including lumber, structural steel, concrete, bricks and stones); heavy appliances; pianos; and such other bulky items that require more than one person to handle.
- 2) For Private Services, the Contractor agrees to have available tractor loaders, trailers, and other necessary equipment.
- 3) Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be

provided by the Contractor and shall provide the Private Services within one week of acceptance of the cost estimate by the Customer.

- 4) The Contractor shall prepare, and submit to the Village, a schedule of costs for all Private Services to be provided to Customers in the Cost Proposal in **Appendix A**.
- 5) Any white goods (as defined by section 22.28 of the Illinois Environmental Protection Act) collected relating to the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow.
- 6) The Contractor, if requested by the Village, shall provide a special emergency collection from a single-family residence, in circumstances requiring prompt disposition of Residential Waste and where a delay in pick-up until the next regularly scheduled Residential Waste collection day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Village. This provision does not and is not intended to provide free waste hauling service to the Village and its residents in the event of a natural disaster, such as tornado, windstorm, flooding or another similar occurrence. The Contractor shall be paid on a per ton basis for emergency pick-up, at rates agreed upon with the Village.

F. DISPOSAL

- 1) Residential Waste.
 - i. Residential Waste shall be removed from the Village at the close of each day of collection and shall be disposed of at a lawfully operated pollution control facilities at the Contractor's sole cost and expense.
 - ii. Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.
- 2) Landscape Waste and Food Scraps.
 - i. All Landscape Waste and Food Scraps shall be disposed of in a lawful manner at properly permitted landscape waste composting facility or facilities.
 - ii. Not less than 60 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.

- 3) Recyclable Materials.
 - i. 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.
 - ii. 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 to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.

G. EQUIPMENT

The Contractor agrees to collect Residential Waste and Recyclable Materials in 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.

H. MUNICIPAL COLLECTION SITES / SPECIAL EVENTS

Contractor shall also furnish each Village facility, at no cost to the Village, containers for refuse and recyclables in the sizes requested by the Village or as follows:

Village Hall – 111 Old Barrington Road

- One Large Wheeled Cart (95 gallon) for waste
- One Large Wheeled Cart (95 gallon) for recycling
- One Large Wheeled Cart (95 gallon) for Christmas light recycling (Nov-Mar)
- One Large Wheeled Cart (95 gallon) for electronics recycling

Eton Park – 536 Eton Drive

- One Large Wheeled Cart (95 gallon) for waste
- One Large Wheeled Cart (95 gallon) for recycling

If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. The Contractor shall be responsible for supplying all associated equipment along with carts, containers, and/or dumpsters.

The Contractor agrees to provide the Village with additional containers, at no additional charge, as requested by the Village for refuse and recycling collection during the following Village special events:

- Easter Egg Hunt – early April each year
- Earth Day/Arbor Day – late April each year
- Concerts in the Park – one evening per month in June, July and August
- Fall Fest – late October each year
- Winter Fest – early December each year

Contractor shall provide such containers at least one day prior to the scheduled event and shall empty and remove the containers within 24 hours, or by the next business day morning after the event. The Village municipality will notify the Contractor at least 48 hours in advance of actual delivery.

I. CHANGES IN SERVICE

Each Customer shall notify the Contractor of the specific type of collection services selected and shall have the right to change service levels once, at no charge, within the first 90 days of the term of this Agreement. If service is changed after the first 90 days, there may be a change of service fee as quoted in the Cost Proposal in **Appendix A**.

J. EMERGENCIES

In event of a disaster (man-made or natural), the Contractor will provide sufficient additional collection services, without regard to volume, with respect to materials damaged by the disaster, which would under normal circumstances be allowable solid waste for pick up. Such materials will be placed for pick up by the Customers at the curb.

Disaster/emergency services shall be provided on a per ton basis, using a billing method approved by the Village Administrator, and include all labor, equipment and materials needed to perform the work to the satisfaction of the Village.

K. FRANCHISE FEE

The Contractor shall provide the Village with an annual franchise fee in the amount of \$2,500, which shall be used to cover the costs of administration and annual SWALCO dues. The full franchise fee will be due by August 31 each year, payable by check to the Village of North Barrington.

L. SOLID WASTE COLLECTION DATA

- 1) The Contractor shall provide to the Village, on a quarterly basis, a report on the quantity, in tons, of: (i) Residential Waste collected within the Village, (ii) Recyclable Materials collected within the Village, (iii) Landscape Waste and (iv) Food Scraps collected within the Village. The Contractor shall also provide data to the Village on the amount of electronic devices collected from the Village's street-side program, if selected.
- 2) The Contractor shall prepare and deliver to the Village, at least once every 12 calendar months, a breakdown, by number and type, of the residential service levels chosen by the customers in the Village.
- 3) The Contractor acknowledges and agrees that the Village will provide program data and other public information to each Customer upon request.

M. EDUCATIONAL MATERIALS

The Contractor, at its expense, shall be required to develop, print and distribute to all residential Customers, and all new Customers a brochure, approved by the Village, explaining the Residential Waste, Recyclable Materials, Landscape Waste and Food Scrap programs covered under this Request for Proposal. The brochure will include a method for Customers to change their waste, recycling, landscape waste and/or food scrap services. The brochure shall be updated and distributed only if there is a change in services that warrants distributing a new brochure.

4.0 INSTRUCTION TO PROPOSERS

A. INTRODUCTION

The Village desires to select the successful Proposer who, in the Village's opinion, will best be able to provide the Services described in Section 3.0 of this 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.

B. ADDENDA AND INTERPRETATION

- 1) Addenda. No interpretation of the RFP or Contract Documents will be made except by a written Addendum issued by the Village. 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.
- 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. Any such oral answer or instruction 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 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) Inquiries. All Addenda issued prior to the opening of Proposals shall become part of this RFP or the Agreement. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda. 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 the Notice to Proposers, and submitted by **no later than April 15, 2020 at 10:00 am**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

C. 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.

D. 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 Notice to Proposers. However, 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.

E. EVALUATION AND SELECTION PROCESS

An Evaluation Committee, comprised of Village staff and consultants 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. 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 new or 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 Proposers who have submitted Proposals that are within the established competitive range; 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. At the completion of this negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer.

F. REJECTION OF PROPOSALS; WAIVER OF IRREGULARITIES

The Village reserves the right to reject any or all Proposals, or any part thereof, in its discretion, for any reason.

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 the RFP when it may deem such waiver to be in the best interest of the Village.

G. 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 the Agreement irrespective of the identity of the successful Proposer with whom the Village enters into the Agreement.

H. 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.

I. PROPOSAL SECURITY

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 RFP.

J. 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.

K. INSURANCE

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix D** to this 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. Each policy shall be in a form and from a company acceptable to the Village and shall name the Village as an Additional Insured on a primary and non-contributory basis. An original insured endorsement should be provided to the Village. Such insurance shall provide that no change or modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall be given by the insurance company to the Village.

L. 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 shall be required to reimburse the Village for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

M. 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.

N. 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.

O. EXECUTION OF AGREEMENT

- 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 ("ClosingDate").

- 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”). 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 the 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) 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 RFP and the Agreement, or assurances of complete and prompt performance satisfactory to the Village have been received, the Village shall execute all copies of the 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.

P. FAILURE TO CLOSE

- 1) Annulment of Award; Liquidated Damages. The failure or refusal of a Successful 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 and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5 of this RFP.
- 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.

5.0 EVALUATION CRITERIA

A. 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: (i) the term “quality” shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) 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.

B. 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.
- 6) Demonstrated commitment to providing creative and sustainable solutions for processing, reuse, recycling, composting and waste disposal to limit landfill disposal and ensure recycling.

C. ADHERENCE TO THE REQUIREMENTS OF THIS 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 the Proposer intends to use.

D. 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 not limited to, complaint information and resolution and tonnages collected by type.
- 6) References.

6.0 SUBMITTAL REQUIREMENTS

A. FORMAT

A total of six copies of the Proposal shall be submitted, consisting of three (3) unbound printed copies (such Proposal to be loose-leaf pages in a single volume, held together with a clip). Each printed proposal shall be prepared on standard 8.5 x 11 letter size paper, with material separated by labeled tabs. 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 with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Solid Waste and Recycling Services RFP".

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn as set forth in this RFP. Failure to comply with the instructions of this 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 proprietary or 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, 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.

B. 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. 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:

- 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.
- 2) Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.
- 3) Litigation. A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary 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 (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary 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.
- 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.
- 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 RFP.
- 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 should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.
- 7) Cost Proposal. The Contractor's Cost Proposal shall be submitted by completing all blanks in **Appendix A**, including the Sworn Statement attached thereto. **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.

- 8) Alternative Proposals. The Village will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this 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 Section 6.0 must be strictly adhered to.
- 9) 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.
- 10) 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.
- 11) Assumptions, Deviations and Exceptions. The Proposer should minimize exceptions to the requirements of this RFP. If exceptions or deviations from this 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.
- 12) 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.

- 13) Holiday Schedule. Each proposer will submit its recognized annual holiday schedule that will have an impact on collection days and how those collection days will be delayed due to the holiday.
- 14) 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 of facsimile), substantially in the form set forth as **Appendix C**, in the amount of One Hundred Thousand Dollars (\$100,000) 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. 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.

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 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.

APPENDIX A

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

Full Name of CONTRACTOR _____ (“CONTRACTOR”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

TO: Shannon Andrews, Village Administrator
Village of North Barrington
111 Old Barrington Rd
Lake Barrington, IL 60010
sandrews@northbarrington.org

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, 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, 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 accord 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 Customers 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) | STREET-SIDE COLLECTION SERVICE | \$ _____
Per household per month
For Small Wheeled Cart (45 gallon) |
| | | \$ _____
Per household per month
For Medium Wheeled Cart (65 gallon) |
| | | \$ _____
Per household per month
For Large Wheeled Cart (95 gallon) |
| 2) | COST OF BACK DOOR SERVICES | \$ _____
Per household per month |
| 3) | COST OF PRIVATE SERVICES | \$ _____
Per cubic yard |
| 4) | WHITE GOODS COLLECTION
For collecting white goods at the
Customer's curb | \$ _____
Per White Good |
| 5) | CHANGE OF SERVICE FEE | \$ _____
One free change allowed
within 90 days |

The rates above include the Wheeled Cart. Senior Citizen rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rates.

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

- 1) CURBSIDE SERVICE \$ _____
Per household per month

The rate above includes a 95-gallon Wheeled Cart. Senior Citizen rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. FOOD SCRAP COLLECTION PROGRAM

- 1) SUBSCRIPTION FOOD SCRAP SERVICE
Optional year-round, unlimited curbside collection of Food Scrap material.

\$ _____
Per household per month

The rates above include a 32-gallon Wheeled Cart. Senior Citizen rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate. If the Village chooses the Village-wide Food Scrap Service, the rates quoted for Subscription Food Scrap Service will not be applied to the Customer.

D. LANDSCAPE WASTE COLLECTION PROGRAM

- 1) CURBSIDE SERVICE
The flat rate over the period from April 1 to mid-December for unlimited collection of landscape waste.

\$ _____

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

E. MONTHLY RATE TO LEASE ADDITIONAL CARTS

- 1) Small Wheeled Cart, 35/45 Gallon \$ _____
2) Medium Wheeled Cart, 65 Gallon \$ _____
3) Large Wheeled Cart, 95 Gallon \$ _____

F. EMERGENCY SERVICES

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

\$ _____	\$ _____
Per hour per worker	Per hour per vehicle
	\$ _____
	Per cubic yard

G. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning **September 1, 2021** and on September 1 thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be adjusted by the following:

H. A LA CARTE SERVICES

The Village may consider on an A La Carte basis, each of the following "A La Carte" services, unless otherwise provided in the RFP:

1) VILLAGE-WIDE FOOD SCRAP SERVICE
Year-round, unlimited curbside collection of Food Scrap material for ALL Customers.

\$ _____
Per household per month

The rate above includes a 32-gallon Wheeled Cart. Senior Citizen rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate. If the Village chooses the Village-wide Food Scrap Service, the rates quoted for Subscription Food Scrap Service will not be applied to the Customer.

2) FALL LEAF VACUUMING COLLECTION

The Village seeks cost proposals on a curbside leaf collection program beginning in mid-October and running for a total of eight weeks. A separate rate is requested for this service, as the Village may choose to add as an a la carte option.

Under this program, the amount of leaves is unlimited. Contractor will guarantee eight weeks of leaf collection. If inclement weather prohibits or reduces leaf collection in autumn months (i.e. – early snow fall), the Contractor will provide supplemental leaf pickup in the spring months at the earliest availability. No bags will be required of Customers and all collection will be via vacuum truck.

LEAF VACUUMING PROPOSAL \$ _____
Street-side collection Per household per month

3) E-WASTE COLLECTION

The Village seeks cost proposals on monthly curbside collection of electronics devices (as defined by the IL Consumer Electronics Act). A separate rate is requested for this service, as the Village may choose to add it as an a la carte option.

E-WASTE COLLECTION _____
Per household per month

4) HOUSEHOLD CHEMICAL WASTE COLLECTION

The Village seeks cost proposals on the collection of potentially hazardous residential Household Chemical Waste once annually at the Village Hall, 111 Old Barrington Road, North Barrington, IL 60010. A separate rate is requested for this service, as the Village may choose to add it as an a la carte option.

CHEMICAL COLLECTION \$ _____
Flat Rate

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 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.
- E. The surety and insurance commitment letters required by the RFP have been attached to this CONTRACTOR's Proposal.
- F. 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, and reserves such other rights as are set forth in the RFP.
- G. 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 and in the RFP and the Agreement to be entered into in the form referenced in the RFP.
- H. 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 RFP are satisfied.

DATED this _____ day of _____, 2020.

CONTRACTOR

WITNESS

By: _____

By: _____

Title: _____

Title: _____

CONTRACTOR'S SWORN STATEMENT

_____ (“Deponent”), being first duly sworn on oath, deposes and states 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>PERCENT 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 Customers 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 never failed to complete a contract except as noted and explained below:

11. **Contract Defaults**

CONTRACTOR has never defaulted on, or been terminated for cause on, a contract 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>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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 _____, 2020.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

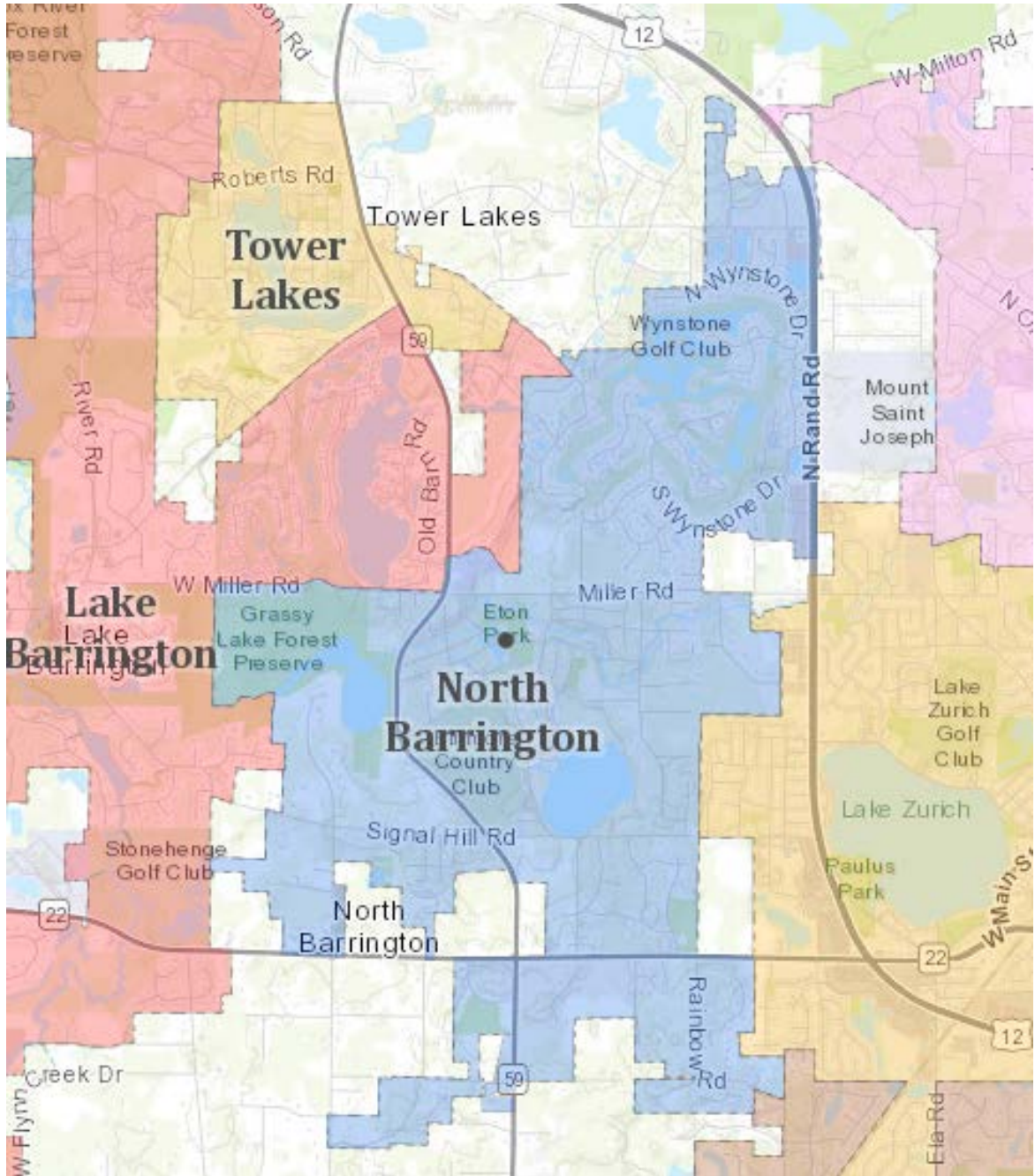
Subscribed and Sworn to
before me this _____ day
of _____, 2020.

My Commission Expires: _____

[SEAL]

Notary Public

APPENDIX B
CORPORATE LIMITS



APPENDIX C

PERFORMANCE BOND

KNOW ALL MEN 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 Illinois, hereinafter called Surety, are held and firmly bound unto the **Village of North Barrington** as Obligee, hereinafter called the Village, in the full and just sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000), 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 _____, 2020, 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, 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 this _____ day of _____, 2020.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

APPENDIX D

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
Bodily Injury and Property damage, combined single limit	\$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:

<u>Coverage</u>	<u>Limits of Liability</u>
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