



**NORTH SHORE LIFE  
LAKE BLUFF STYLE**

**REQUEST FOR PROPOSAL**

**FOR**

**COMMERCIAL WASTE COLLECTION SERVICES**

**VILLAGE OF LAKE BLUFF, ILLINOIS**

**DATED: January 6, 2020**

**DUE: February 10, 2021**

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**PUBLIC NOTICE**

**REQUEST FOR PROPOSAL (RFP)**

**BY THE  
VILLAGE OF LAKE BLUFF, ILLINOIS  
FOR  
COMMERCIAL WASTE COLLECTION SERVICES**

**NOTICE IS HEREBY GIVEN** that the Village of Lake Bluff will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of municipal waste, recyclables and organic material (landscape waste and food scraps) at certain commercial, industrial, multifamily (four or more units), and institutional properties located within the corporate boundaries of the Village of Lake Bluff. The proposed initial term of the Franchise Agreement will begin on April 1, 2021 and end on March 31, 2027. After July 1, 2022, or as soon thereafter as is permissible by law, the Contractor shall be the sole and exclusive franchisee of the Village to provide Commercial Services to Customers under the Franchise Agreement.

Copies of the RFP will be available electronically at [lakebluff.org](http://lakebluff.org) beginning no later than **8:30 a.m., Wednesday, January 6, 2021**. Information is posted on the homepage of the website.

An Optional Pre-Proposal meeting will be held at **9:30 a.m., January 19, 2020**. The meeting will be in a virtual format only due to the COVID-19 pandemic. Log-in information meeting can be found on Page “iii” of the RFP and will be posted on the Village’s homepage at [lakebluff.org](http://lakebluff.org).

Questions regarding the RFP must be submitted to Mr. Glen Cole, Assistant to the Village Administrator, by **4:00 p.m., January 25 2020**, via email to [gcole@lakebluff.org](mailto:gcole@lakebluff.org).

Proposals are to be sealed and marked “Commercial Solid Waste Services RFP” and received by **4:00 pm, February 10, 2021** to:

Attn: Commercial Franchise RFP  
Lake Bluff Village Hall  
40 E. Center Ave.  
Lake Bluff, IL 60044

The Village Board reserves the right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; not award any agreement; or award an agreement deemed to be in the best interests of the Village of Lake Bluff.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**PRE-BID ZOOM MEETING INFORMATION**

Pursuant to Section 3.2 of this RFP, an optional pre-proposal meeting will occur **Tuesday, January 19, 2021 at 9:30 a.m.** via Zoom. The meeting will be in a virtual format only due to the COVID-19 pandemic. The residential RFP pre-proposal meeting will be held immediately prior (at 8:30 a.m.) using the same information below.

Online (strongly recommended): **lakebluff.org/SolidWasteZoom**

Dial-in: **(312) 626-6799**. Enter meeting ID **817 7625 8830**. Press # when prompted for a Participant ID.

Any person planning to participate is strongly encouraged to confirm these meeting details on the Village website calendar (<https://www.lakebluff.org/>). The Village cannot provide technical support for Zoom. If you are unable to use Zoom, you may use the call-in number or submit questions via e-mail.

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I.	INTRODUCTION ..... 1
ARTICLE II.	DESCRIPTION OF SERVICES ..... 2
Section 2.1	Project Background..... 2
Section 2.2	Scope of Services..... 2
ARTICLE III.	INSTRUCTIONS TO PROPOSERS..... 3
Section 3.1	Introduction..... 3
Section 3.2	Optional Pre-Proposal Conference. .... 3
Section 3.3	Addenda and Interpretation. .... 3
Section 3.4	Submittal of Proposals. .... 4
Section 3.5	Modification and Withdrawal Prior to Opening. .... 4
Section 3.6	Evaluation and Selection Process. .... 5
Section 3.7	Ownership of Proposals. .... 6
Section 3.8	Costs. .... 6
Section 3.9	Compliance with Laws. .... 6
Section 3.10	Taxes and Benefits..... 6
Section 3.11	Permits and Licenses ..... 6
Section 3.12	Disqualification of Proposers..... 6
Section 3.13	Award of Franchise..... 7
Section 3.14	Notice of Award; Effective Date of Award ..... 7
Section 3.15	Closing of Franchise Agreement ..... 7
Section 3.16	Failure to Close..... 8
Section 3.17	Confidentiality ..... 8
ARTICLE IV.	EVALUATION CRITERIA ..... 9
Section 4.1	Introduction..... 9
Section 4.2	Quality of Proposer..... 9
Section 4.3	Adherence to the Requirements of this Request for Proposal ..... 9
Section 4.4	Quality and Reasonableness of Proposal. .... 9
Section 4.5	Competitiveness of Cost Proposals..... 10
Section 4.6	Quality and Reasonableness of Any Alternative Proposal ..... 10
Section 4.7	Proposed Deviations and Exceptions from Franchise Agreement..... 10
ARTICLE V.	SUBMITTAL REQUIREMENTS ..... 10
Section 5.1	Format..... 10
Section 5.2	Contents. .... 10
Section 5.2.1	Cover Letter ..... 11
Section 5.2.2	Executive Summary ..... 11
Section 5.2.3	Operational Approach..... 11
Section 5.2.4	Organizational Plan and Chart..... 11
Section 5.2.5	Qualifications of Personnel..... 11
Section 5.2.6	Cost Proposals ..... 11

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

Section 5.2.7	Alternative Proposals.....	12
Section 5.2.8	Alternative Fuels and/or Trucks.....	12
Section 5.2.9	References.....	12
Section 5.2.10	Financial Capability.....	12
Section 5.2.11	Litigation.....	12
Section 5.2.12	Assumptions, Deviations and Exceptions.....	12
Section 5.2.13	Proposal Security.....	13
Section 5.2.14	Insurance.....	13
Section 5.2.15	Performance Bond.....	13
ARTICLE VI.	INQUIRIES AND SUBMISSION OF PROPOSAL.....	14

**APPENDICES**

APPENDIX A	PROPOSER’S SWORN STATEMENT AND COST PROPOSAL	
	▪ Waste Hauling & Disposal Services	
	▪ Recycling Services	
	▪ Organic Material Services	
APPENDIX B	COMMERCIAL SOLID WASTE SERVICES FRANCHISE AGREEMENT (DRAFT)	
APPENDIX C	FORM OF PROPOSAL BOND	

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**ARTICLE I.**  
**INTRODUCTION**

The Village of Lake Bluff (“*Village*”) hereby invites qualified firms to submit proposals in accordance with the requirements of this Request for Proposal (“*RFP*”) for commercial solid waste collection services (“*Services*”). The Village is simultaneously issuing an RFP for residential solid waste collection services and it may decide to award both the residential and commercial hauling franchises to the same Proposer. Proposers should take note that **Appendix A (“*Cost Proposal*”)** asks the Proposer to provide information on what cost savings the Proposer would be willing to offer if awarded both collection Franchises.

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. At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the Village anticipates that it will select one Proposer (“*Successful Proposer*”) to provide the services for the Village. The evaluation and selection process is described in more detail in Article III (Instructions to Proposers) of this Request for Proposal.

The Successful Proposer selected by the Village must enter into an agreement to provide the Services, or specified elements thereof, for a period of six years at their proposed prices and pursuant to the other terms and conditions established pursuant to this Request for Proposal process. **For the initial 15 months, the Successful Proposer shall accept enrollments from Customers to receive the Services on a voluntarily basis. Thereafter, in accordance with the Illinois Municipal Code (65 ILCS 5/11-19-1), the Village will designate the Successful Proposer as the sole and exclusive provider of the Services within the Village.** Upon mutual consent of the Village and the Successful Proposer this Agreement can be extended for up to five one-year renewal terms. A copy of the Village’s draft agreement (“*Draft Agreement*” or “*Franchise Agreement*”) has been furnished with this Request for Proposal package (see **Appendix B**).

The Village is also requesting alternative proposals under Section 5.2.7 of the RFP from Proposers that intend to provide all the collection services requested pursuant to this RFP as well as from Proposers that intend only to offer food scrap collection services. The Village reserves the right to award a separate agreement solely for collection of Food Scraps from Commercial Customers. In that event, the awarded Commercial Solid Waste and Recyclable Materials Collection Services Franchise Agreement will exclude Food Scrap collection.

Proposers should consult the Draft Agreement prior to submitting their proposal. If the Proposer requests exceptions or deviations from the Draft Agreement, revised text showing the Proposer’s requested changes must be included with the proposal submission. The Draft Agreement is not in final form and the final Agreement will be negotiated with the selected Proposer.

Proposals shall be submitted no later than **4:00 p.m. on February 10, 2021**. The evaluation and selection processes are described in more detail in later sections of this RFP. See Article VI of this RFP for details on whom to contact at the Village for inquiries and submission of Proposals.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**ARTICLE II.**  
**DESCRIPTION OF SERVICES**

Section 2.1                      Project Background.

The Village of Lake Bluff is contracting for solid waste services on behalf of the commercial, industrial, multifamily (four or more units), and institutional businesses (“*Commercial Customers*”) located throughout the Village.

If awarded, this will be the Village’s first award of a commercial franchise. Based on hauler reports required by Village ordinance, there were approximately 270 commercial accounts in the Village with about 80 (~29%) participating in commercial recycling. The total number of distinct commercial franchise accounts the Proposer may obtain under this commercial franchise may vary due to, for example: businesses sharing refuse containers, businesses who cease sharing refuse containers, or separate accounts maintained by entities that are otherwise exempt from this franchise agreement by law.

The Village encourages recycling in the commercial, industrial, multifamily, and institutional sectors and will give consideration to firms that demonstrate their ability to provide comprehensive recycling and waste reduction services. The Village is also requesting that Proposers submit pricing information to provide organic material collection services, including both “Food Scraps” and “Landscape Waste” as both are defined by the Illinois Environmental Protection Act.

Section 2.2                      Scope of Services.

The Village is seeking one qualified firm to provide a variety of solid waste collection, recycling, and disposal services for Commercial Customers located in the Village, as described in detail in the Draft Agreement (attached to this Request for Proposal as **Appendix B**).

The Village will also consider alternative proposals under Section 5.2.7 of the RFP from Proposers that intend to provide all the collection services requested pursuant to this RFP as well as from Proposers that intend solely to offer Food Scrap collection services. The Village reserves the right to award a separate agreement solely for collection of Food Scraps from Commercial Customers.

Note that temporary roll-off services and construction demolition waste collection and disposal services are NOT included in the scope of services. It is the responsibility of the Proposer to thoroughly review the Draft Agreement to ascertain an understanding of the scope of services.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**ARTICLE III.**  
**INSTRUCTIONS TO PROPOSERS**

Section 3.1                      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 the Draft Agreement attached as **Exhibit B** as summarized in Article II of this RFP.

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

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

**NOTE:** The Village is concurrently requesting proposals for a residential solid waste and recyclable materials collection franchise. The Village is under no obligation to award franchise agreements for residential collection and commercial collection to the same proposer, but reserves the right to do so if it determines the award to be in the best interest of the Village and its residents.

Section 3.2                      Optional Pre-Proposal Conference.

The Village will conduct an optional pre-proposal conference **on January 19, 2021 at 9:30 a.m.** The Zoom meeting participating instructions are listed on Page "iii" of this RFP document. Nothing stated at the pre-proposal conference shall change any such document unless an Addendum is issued therefore pursuant to Section 3.3 of this RFP. Proposers are encouraged to submit any questions in writing to the Village sufficiently in advance of the scheduled pre-proposal conference to ensure that all questions can be responded to at the pre-proposal conference. Attendance at the pre-proposal conference is optional but highly encouraged.

Section 3.3                      Addenda and Interpretation.

3.3.1 Addenda. No modification or interpretation of the RFP or the Franchise Agreement will be made except by a written Addendum duly issued by the Village. Only interpretations 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 the Draft Agreement and must be acknowledged by Proposers on the face of their Proposal.

3.3.2 Informal Responses. The Village will not give oral answers to any inquiries regarding the meaning of the RFP or the Form of Agreement or provide Proposers with oral instructions prior to the award of the Franchise Agreement. 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.



**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

3.3.3 Inquiries. All Addenda issued prior to the opening of Proposals shall become a part of this RFP or the Franchise 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 Article VI, and submitted by no later than **4:00 p.m., January 25, 2021**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

3.3.4 Interpretation of Terms. The terms used in this Request for Proposals, if not otherwise defined, shall be defined as provided in the Draft Agreement.

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 Request for Proposal. Each Proposer shall, before submitting its Proposal, carefully examine this Request for Proposal and the Draft Agreement.

The Proposer whose Proposal is accepted will be responsible for all errors in its Proposal, including those resulting from (i) its failure or neglect to make a thorough examination and investigation of this Request for Proposal and the Draft Agreement, or (ii) its failure to comply with the instructions set forth in this Request for Proposal. The Successful Proposer shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the provision of the Services, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other agreements; and costs of demobilization and remobilization.

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.

Cost Proposals shall be made only on the blank Cost Proposal forms furnished by the Village and included in this Request for Proposal. Entries on the Cost Proposal forms shall be typed or legibly written in ink.

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 or email, directed to the person identified in Article VI. However, any such requests must be received prior to the time set 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.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

Section 3.6                      Evaluation and Selection Process.

An Evaluation Committee comprised of Village staff and other persons selected by the Village will review all 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 or 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 in order 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 of 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.

Notwithstanding the process described above, Proposers are expected to submit their best cost proposal in their initial Proposal. The Village prefers to award a franchise based on the initial proposal submission. Proposers are asked to submit their best offer regarding pricing in their initial Proposal. 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, as determined by the Evaluation Committee; 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 in order to establish, verify and confirm the Proposer’s competence and ability to perform the Services.

No Proposal may be withdrawn without the consent of Village for a period of 180 days after the opening of any Proposal. Any Proposal may be withdrawn at any time following the expiration of said 180-day period, provided that a request in writing, executed by Proposer for the withdrawal of such Proposal is filed with Village after said 180-day period. If no such request is filed, the date for acceptance of such Proposal shall be deemed to be extended until such a request is filed or until Village awards a franchise or until the Village affirmatively and in writing rejects such Contractor's Proposal. 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 a Franchise Agreement in substantially the form attached to this RFP as **Appendix B**, subject to such modifications agreed upon by the Village and the Proposer.

The Village may select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to comply with the Conditions Precedent to Closing set forth in Section 3.16 of this RFP. Proposers failing to close on the agreement after receiving the award will be subject to the Liquidated Damages provisions set forth in Section 5.2.13 of this RFP.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

Section 3.7                      Ownership of Proposals.

The Village will retain 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 Franchise Agreement irrespective of the identity of the Successful Proposer with whom the Village agreements.

Section 3.8                      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 3.9                      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, state and local governments, that are applicable to or in any manner may affect the Services performed under the Franchise Agreement, including nondiscrimination and equal employment opportunity requirements.

Section 3.10                      Taxes and Benefits.

The Village is exempt from state and local sales, use and excise taxes. No Proposal shall include any such taxes. A letter of exemption will be provided to the Successful Proposer, if necessary. The Village will not reimburse, nor assist the Successful Proposer in obtaining reimbursement for, any state or local sales, use, or excise taxes paid by the Successful Proposer. The Successful Proposer shall be required to reimburse the Village for any such taxes paid.

Each Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the provision of the collection services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Proposer to determine the applicability and amount of such taxes, contributions, and premiums. No extra compensation shall be paid by the Village for the Successful Proposer's failure to include these costs in its Proposal.

Section 3.11                      Permits and Licenses.

Except as otherwise expressly provided in the Draft Agreement, the Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for the provision of the Services. It shall be the sole responsibility of each prospective Proposer to determine the applicable permits, licenses, and other approvals and authorizations. No extra compensation shall be paid by the Village for the Successful Proposer's failure to include these costs in its Proposal. The Successful Proposer shall be required to display all permits, licenses and other approvals and authorizations as required by law.

Section 3.12                      Disqualification of Proposers.

A.     More Than One Proposal. No more than one Proposal for the provision of the Services described in the Franchise Agreement shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Proposal may cause the rejection of all Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 3.16.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a proposal or quoting prices to more than one Proposer for equipment, materials and supplies or labor to be furnished as a subagreement or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Proposers, all Proposals of the participants in such collusion will not be considered.

Section 3.13                      Award of Franchise.

A. Reservation of Rights. The Village reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village's opinion, prejudice the request for proposal process or create any improper advantage to any Proposal; and to waive irregularities and informalities in the request for proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Proposers should not rely upon, or anticipate, such waivers in submitting their Proposals.

B. Firm Offers. All Proposals are firm offers to enter into the Franchise Agreement and no Proposals shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the Franchise Agreement has been executed by both the Village and the Successful Proposer or until the Village affirmatively and in writing expressly rejects such Proposal. Any negotiations after the submittal of the Proposals shall not be deemed a rejection of any Proposal.

Section 3.14                      Notice of Award; Effective Date of Award.

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

Section 3.15                      Closing of Franchise Agreement.

A. Closing Date. Unless otherwise stated in the notice of award, the Successful Proposer shall satisfactorily complete all Conditions Precedent to Closing before, and the Franchise Agreement and all related documents shall be executed, submitted and exchanged by the Village and the Successful Proposer ("***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***").

B. Conditions Precedent to Closing. On or before the Closing Date, the Successful Proposer shall: (1) sign, date as of the Closing Date, and submit to the Village all three copies of the Franchise Agreement and all other required documentation related thereto on or before the Closing Date; and (2) submit three executed copies of the required Performance Bond dated as of the Closing Date and all required certificates and policies of insurance ("***Conditions Precedent to Closing***").

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

If the submitted documents fail to comply with this Request for Proposal or the Franchise Agreement is not executed and submitted in a timely fashion, the Village may, in its sole discretion, annul the award or allow the Successful Proposer an opportunity to correct the deficiencies.

In no event will the Village execute the Franchise Agreement until any and all such deficiencies have been cured or the Village has received adequate assurances, as determined by the Village, of complete and prompt performance.

C. 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 and the Franchise Agreement, or assurances of complete and prompt performance satisfactory to the Village have been received, the Village shall execute all copies of the Franchise Agreement, retain one copy of the completed Franchise Agreement, and tender two copies to the Successful Proposer at the Closing. The Successful Proposer shall tender one copy to its surety company or companies. The Successful Proposer or its agent shall be present at the Closing.

Section 3.16                      Failure to Close.

A. Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Proposer 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 5.2.13 of this Request for Proposal.

B. Subsequent Awards. Upon annulment of an award, the Village may accept, and award a franchise based on, any other Proposal as the Village, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the request for proposal process or the Services.

Section 3.17                      Confidentiality.

Each Proposer shall identify any information submitted in the request for proposal process that is considered by it to be confidential or proprietary. The Village shall not disclose, outside the request for proposal process, at any time, either during or subsequent to the request for proposal process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to the Village prior to its submission by the Proposer, or such information was properly obtained or developed independently by the Village, or the Proposer consents to such disclosure. Notwithstanding the foregoing, each Proposer, by its submission of its Proposal, acknowledges that the Village is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Village pursuant to such Act shall be deemed to violate this Section 3.18. 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 provided by the Proposer will be returned.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**ARTICLE IV.**  
**EVALUATION CRITERIA**

Section 4.1                    Introduction.

Proposals received in response to this Request for Proposal 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 Request for Proposal. 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 operational approaches that are sensible, feasible, and within the capability of the Proposer. In addition to considering the quality of the Proposer, the Village may consider the aggregate cost of the Services, including the Proposer's submitted Cost Proposal for residential collection services, when evaluating Proposals.

Section 4.2                    Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar agreements.
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 agreements in terms of quality of services performed.
5. Financial capability of the Proposer, including access to capital, and assets (vehicles and facilities).

Section 4.3                    Adherence to the Requirements of this Request for Proposal.

1. Verification that the Proposer can provide the Services described in this Request for Proposal for the entirety of the Franchise Agreement term.
2. Compliance with all applicable local, state and federal laws.
3. Litigation, fines or other disputes involving the Proposer or any subagreementor which 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.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

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                      Competitiveness of Cost Proposals.

Section 4.6                      Quality and Reasonableness of Any Alternate Proposal.

Section 4.7                      Proposed Deviations and Exceptions from Draft Agreement.

The Draft Agreement in **Appendix B** is a draft, and the Franchise Agreement (the final form of the contract) will be negotiated with the selected Proposer.

**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”. Electronic copies may be electronically mailed to the attention of [gcole@lakebluff.org](mailto:gcole@lakebluff.org) or provided on a USB drive along with the physical copies of the Proposal.

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 “Commercial Waste Collection Services RFP”. 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 in within the one volume.

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn only as set forth in Sections 3.5 and 3.6 of 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.

Section 5.2                      Contents.

A list of the submittal requirements follows below. This list should be used only as a guide. This list does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this Request for Proposal, 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 Request for Proposal. 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.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

Each Proposal must 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 or introduction shall include (i) a statement of the Proposer's understanding of the Services to be performed, (ii) the Proposer's plan to supply the Services, and (iii) a description of the Proposer's capability to supply the Services.
- 5.2.3 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 educate Customers on proper recycling and Food Scrap disposal practices, and Proposer's proposed communication plan with the Village and Customers to alert them when necessary (e.g., delays in pick-ups, spills, special recycling events).

- 5.2.4 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.
- 5.2.5 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 each individual'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.
- 5.2.6 Cost Proposals. The Cost Proposals shall be submitted by completing all forms included as **Appendix A**, including the Sworn Statement attached thereto. The prices included in the Cost Proposals shall be effective for five years (with annual adjustments beginning in April 2023 in accordance with the Franchise Agreement in **Appendix B**) from the time of selection by the Village, as specified on the Cost Proposal forms. *The Proposer's cost proposal may not include any additional fees related to fuel surcharges, administrative fees, environmental fees or recycling contamination fees. The Proposer shall only be able to charge those costs shown on the Cost Proposal.*



**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

5.2.7 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. In particular, 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 to the Village for the entire term of the Franchise Agreement; and (b) maintain the flexibility of the Village to obtain the range of service options and alternatives described in the Cost Proposals. Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village, and must adhere to all Submittal Requirements set forth in this Article V.

The Village will also accept and review alternative proposals submitted by Proposers that intend solely to provide Food Scrap collection services for Commercial Customers. Such a proposal shall include a proposed scope of service and associated costs for the proposed levels of service. The format for such an alternative proposal is not required to follow the requirements in the RFP for those Proposers proposing to provide all the collection services outlined in this RFP. Proposers who do provide alternative Food Scrap collection proposals shall provide an overview of the company including its ownership status, its insurance policies and three references. If the Village decides to accept an alternative proposal solely for Food Scrap collection, it will work with the successful Proposer to develop an agreement for those services.

5.2.8 Alternative Fuels and/or Trucks. Each Proposer must 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 (CNG, electric, biodiesel) while providing the services under the Franchise Agreement to the Village.

5.2.9 References. Submit at least three (3) municipal or large commercial references, including the name, address and telephone number of a contact person at the municipality or business responsible for monitoring the agreement between the Proposer and the municipality or business, and a brief description of the services performed thereunder.

5.2.10 Financial Capability. This section shall include either the Proposer's (i) financial statements for the three (3) most recent fiscal years or (ii) if the Proposer is a publicly-traded company, the last three Form 10-K reports filed with the SEC by the Proposer, as well as written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.11 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 subagreementor which the Proposer intends to use 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 subagreementor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.

5.2.12 Assumptions, Deviations and Exceptions. **The Proposer should minimize exceptions to the requirements of this RFP and the Franchise Agreement.** If exceptions or deviations from this RFP or the Franchise Agreement 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

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a Proposer.

5.2.13 Proposal Security.

A. Required 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 proposal bond from a surety company licensed to do business in Illinois 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 Franchise Agreement at rates no greater than those stated in its Cost Proposal. . If Proposer chooses to submit a bid bond, it must be in substantially the form attached to this RFP as **Appendix C**. 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 proposal security of the successful Proposer will be returned upon execution of the Franchise Agreement and submittal of the performance bond required by the Franchise Agreement.

Any Proposal that fails to comply with this Subsection 5.2.13.A may be rejected, or, if not rejected, the Village may demand correction of any deficiency and award the Franchise to the Successful Proposer upon satisfactory compliance with this Subsection 5.2.13.A.

B. Liquidated Damages. If a Proposer fails to timely submit all additional information requested by the Village, or if the Successful Proposer fails to timely and properly submit all required bonds and certificates and policies of insurance, or if the Successful Proposer fails to timely and properly execute the Franchise Agreement and all other required documentation related thereto, 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 Proposer shall, by submitting its Proposal, be deemed to agree that the Village shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Proposal Security, or to exercise any and all equitable remedies it may have against the defaulting Proposer.

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 **Exhibit B** of the Draft Agreement. 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 and will furnish endorsements or the required certificates of insurance upon award of the Franchise Agreement.

5.2.15 Performance Bond.

At or prior to commencing service under the Franchise Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy or facsimile), substantially in the form set forth in the Draft Agreement, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) as security for the faithful performance of the specified services in the Franchise Agreement. The terms and conditions of the required performance bond shall be set forth in the Franchise 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 Proposer

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

shall fail to fulfill the Franchise Agreement with the Village, 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 Two Hundred Fifty Thousand Dollars (\$250,000) drawn on a national 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.

**ARTICLE VI**  
**INQUIRIES AND SUBMISSION OF PROPOSALS**

Inquiries concerning this RFP should be submitted by email no later than **4 p.m. January 25, 2021** to:

Mr. Glen Cole, Assistant to the Village Administrator  
Village of Lake Bluff  
[gcole@lakebluff.org](mailto:gcole@lakebluff.org)  
Subject Line: "Municipal Waste RFP Question"

Proposals should be submitted by **4:00 p.m., February 10, 2021** to:

Mr. Glen Cole, Assistant to the Village Administrator  
Village of Lake Bluff  
40 E. Center Ave.  
Lake Bluff, IL 60044  
[gcole@lakebluff.org](mailto:gcole@lakebluff.org)

**Proposals sent by fax will not be accepted.**

There will be no public opening of proposals.

Grace Period for Physical Deliveries. Due to challenges ensuring the on-time delivery of physical documents during the COVID-19 pandemic, the Village will treat a Proposal as timely filed where:

- i) A complete electronic Proposal is received by the Village prior to the filing deadline; electronically submitted copies of Proposals should be sent to [gcole@lakebluff.org](mailto:gcole@lakebluff.org);
- ii) A original physical copy of the Proposal was accepted for delivery by the United States Postal Service or a private courier no later than the day of the filing deadline; and,
- iii) A original physical copy of the Proposal is received by the Village no later than five business days after the filing deadline.

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A**

**PROPOSER'S SWORN STATEMENT  
AND COST PROPOSAL (APPENDICES A-1 THROUGH A-5)**

\_\_\_\_\_ (“*Deponent*”), being first duly sworn on oath, deposes and states that the undersigned PROPOSER is organized as indicated below and that all statements herein made are made on behalf of such PROPOSER in support of the PROPOSER's Proposal for the above Agreement and that Deponent is authorized to make them.

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

**(If necessary for full disclosure, add separate sheets. If PROPOSER is a successor to a prior organization, provide the information requested in items 10 through 12 for both PROPOSER and the prior organization. If PROPOSER 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.* PROPOSER 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 PROPOSER's Proposal, the Franchise 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	_____	_____

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

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.* PROPOSER 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 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 PROPOSER's Proposal, the Franchise Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

C. *For Limited Liability Companies.* PROPOSER is a limited liability company that is organized, existing and registered under the laws of the State of \_\_\_\_\_

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

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 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 Franchise Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

D. *For Individuals.* PROPOSER 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 PROPOSER on \_\_\_\_\_, a certified copy of which is hereto attached, \_\_\_\_\_ is the attorney-in-fact for PROPOSER and is authorized to sign this Cost Proposal, the Franchise Agreement and all documents related thereto for PROPOSER. **[Strike out this paragraph if not applicable.]**

E. *For Joint Ventures:* PROPOSER 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")]**

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

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 PROPOSER and is authorized to sign this PROPOSER's Proposal, the Franchise Agreement and all documents related thereto for PROPOSER. **[Strike out this paragraph if not applicable.]**

**2. Nature of Business**

State the nature of PROPOSER's business:

---

---

---

**3. Years in Business**

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

**4. Predecessor Organizations**

If PROPOSER 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 PROPOSER, 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:	_____	_____	_____

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**6. Superintendents**

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

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

**7. Owned Equipment**

The following equipment is owned by PROPOSER, 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>
_____	_____
_____	_____
_____	_____
_____	_____

**8. Current Projects**

PROPOSER 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**9. Contracts Abandoned**

PROPOSER has never failed to complete a contract except as noted and explained below:

\_\_\_\_\_

\_\_\_\_\_



**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**10. Contract Defaults**

PROPOSER has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

---

---

---

**11. Litigation**

PROPOSER 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**12. 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 \_\_\_\_\_, 20\_\_.

Attest/Witness:

\_\_\_\_\_  
PROPOSER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

[SEAL]

\_\_\_\_\_  
Notary Public

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

PROPOSER warrants and represents that PROPOSER 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, PROPOSER proposes and agrees that PROPOSER 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 Franchise Agreement to be entered into in the form attached in **Appendix B** the RFP (collectively, the "Agreement"), 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 during the term of the Agreement; (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 Agreement; (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 PROPOSER under the Agreement; (f) do all other things required of the successful PROPOSER or the PROPOSER by the Agreement; 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 Franchise Agreement.

2. Price Proposal. If this Proposal is accepted, PROPOSER proposes and agrees that PROPOSER 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 subagreementors and suppliers, the compensation set forth in the Appendices A-1 through A-4, unless otherwise provided in the RFP.

It is expressly understood and agreed that price agreed upon in the Franchise Agreement shall be the price for the Services and shall only be adjusted as follows:

One Time Transition Period Adjustment: When the PROPOSER becomes the sole and exclusive franchisee of the Village to provide the Services, the charges as identified in Appendices A-1, A-2 and A-3 shall increase by the percentage cost adjustment factor specified in Appendix A-4.

Annual Adjustment: On April 1, 2023 and on each twelve-month anniversary date thereafter (the "Adjustment Date"), the charges as identified in Exhibit A shall increase in the amount of 100% of the percentage increase of the CPI-U; provided, however, that no such annual increase may exceed three percent (3%) of the amount payable for the previous period,. The percentage increase in the CPI-U on each Adjustment Date shall be determined by comparing the CPI-U from January preceding the Adjustment Date ("Most Recent CPI-U") to the CPI-U reported by the U.S. Department of Labor for January in the year immediately preceding the year of the Most Recent CPI-U. The CPI-U 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).

The PROPOSER shall notify the Village, and all of its Customers within the Village, in writing at least sixty (60) days prior to the effective date of any proposed increase in charges. The Village shall not be obligated to approve any proposed increase unless the Contractor is currently in compliance with the reporting requirements provided in Sections 4.5 and 8.1(c) of the Franchise Agreement.

**VILLAGE OF LAKE BLUFF, ILLINOIS**  
**RFP - COMMERCIAL WASTE COLLECTION SERVICES**

3. PROPOSER's Representations and Warranties

In order to induce the Village to accept this Cost Proposal, PROPOSER hereby represents, warrants, and certifies as follows:

A. PROPOSER 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. PROPOSER is not barred by law from entering into an Agreement 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 PROPOSER 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. PROPOSER has examined the RFP, including all of its Attachments, and will, if this PROPOSER's Proposal is accepted, enter into the Draft Agreement in the form attached to the RFP, unless changes to such agreement are mutually agreed upon by the Village and PROPOSER.

E. PROPOSER 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 PROPOSER 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. A certified check, cashier's check, bank draft or proposal bond in the amount of \$25,000 has been attached to this PROPOSER's Proposal.

G. The surety and insurance commitment letters required by the RFP have been attached to this PROPOSER's Proposal.

H. PROPOSER 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.

I. PROPOSER understands and agrees that, if this PROPOSER's Proposal is accepted, PROPOSER shall be bound by each and every term, condition, or provision contained in this PROPOSER's Proposal and in the RFP and the Franchise Agreement to be entered into in the form referenced in the RFP.

J. The persons signing this PROPOSER's Proposal possess full authority to submit this PROPOSER's Proposal on behalf of the PROPOSER and PROPOSER understands and agrees that, by submitting this Proposal, PROPOSER shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing PROPOSER's Proposals found in the RFP are satisfied.

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

\_\_\_\_\_  
PROPOSER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A-1**

**INITIAL COST PROPOSAL**

**COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES**

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon carts	\$ _____	_____	_____	_____	_____	_____	_____
95 gallon carts	\$ _____	_____	_____	_____	_____	_____	_____
1 cubic yard	\$ _____	_____	_____	_____	_____	_____	_____
1.5 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
2 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
*2 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
4 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
6 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
*6 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
8 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
10 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
20 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						
30 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						
40 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						

	<u>Collection Only</u>	<u>Ton Limit</u>	<u>\$/Ton Over Limit</u>	<u>Leased Service</u>
20 yard compactor	\$ _____ / haul	_____ tons	\$ _____ /ton	\$ _____ /month
25 yard compactor	\$ _____ / haul	_____ tons	\$ _____ /ton	\$ _____ /month
30 yard compactor	\$ _____ / haul	_____ tons	\$ _____ /ton	\$ _____ /month
40 yard receiver box	\$ _____ / haul	_____ tons	\$ _____ /ton	\$ _____ /month
2 yard stationary compactor rental only				\$ _____ /month
6 yard compactor rental only				\$ _____

**\*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual Customer, and not the responsibility of the Village.**

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A-2  
INITIAL COST PROPOSAL  
COMMERCIAL RECYCLING SERVICES**

**Note:** Proposer must collect one 65 gallon toter, one 96 gallon toter, one 1 cubic yard container, one 1.5 cubic yard container, one 2 cubic yard container, or one 4 cubic yard container of recyclables from each Customer per week at no additional charge (shown as NC or No Charge below). Please reflect other costs accordingly.

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon "totter"	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
96 gallon "totter"	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
1 cubic yard	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
1.5 cubic yards	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
2 cubic yards	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
4 cubic yards	\$ <u>NC</u>	_____	_____	_____	_____	_____	_____
6 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
8 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
10 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
20 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						
30 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						
40 yard roll off	\$ _____ per haul; Tonnage limit _____ tons; Cost per ton over limit \$ _____						

	<u>Collection Only</u>	<u>Ton Limit</u>	<u>\$/Ton Over Limit</u>	<u>Leased Service</u>
20 yard compactor	\$ _____ / haul	_____ tons	\$ _____/ton	\$ _____/month
25 yard compactor	\$ _____ / haul	_____ tons	\$ _____/ton	\$ _____/month
30 yard compactor	\$ _____ / haul	_____ tons	\$ _____/ton	\$ _____/month
40 yard receiver box	\$ _____ / haul	_____ tons	\$ _____/ton	\$ _____/month
2 yard stationary compactor rental only				\$ _____/month
6 yard compactor rental only				\$ _____

**\*Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual Customer, and not the responsibility of the Village.**

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A-3  
INITIAL COST PROPOSAL  
ORGANIC MATERIAL SERVICES**

**Note:** If an organic material services proposal is accepted, additional terms may be added to the Draft Agreement.

**Description of Service:** Organic material container service on an “As-Needed” or “Per Pull” Basis. Organic material includes food scraps and landscape waste as defined in Illinois Environmental Protection Act.

<u>Container Size</u>	Cost “Per Pull”
65 gallon cart	\$ _____
95 gallon cart	\$ _____
1 cubic yard	\$ _____
1.5 cubic yards	\$ _____

If any of the above pricing on a per pull basis would be lowered based on volume (i.e., one location having a need for multiple containers) please explain:

---

---

---

---

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A-4  
INITIAL COST PROPOSAL  
ONE-TIME ADJUSTMENT & ADDITIONAL FEES**

---

**ONE-TIME ADJUSTMENT**

One-Time Transition Period Cost Adjustment \_\_\_\_\_ percent

The above adjustment is to be applied to all costs in this Appendix A as of the date that Contractor's exclusive franchise for commercial hauling services begins (July 1, 2022 or as soon thereafter as is permissible by law).

---

**ADDITIONAL FEES**

**Note:** These additional fees are exempt from any increase provided in the Draft Agreement and shall remain the same throughout the term of the Franchise Agreement.

Additional fees may be charged for the following:

1. Excess waste beside the container \$ \_\_\_\_\_ Per Cubic Yard
  
2. Container delivery fee for a change  
due to aesthetics, cleanliness or odor only \$ \_\_\_\_\_ Per Container
  
3. Recycling contamination fee (after 5<sup>th</sup>  
documented incident) \$ \_\_\_\_\_ Per Cubic Yard



**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX A-5**

**JOINT AWARD OF BOTH  
RESIDENTIAL AND COMMERCIAL FRANCHISE AGREEMENTS**

The Village's goal is to award both the residential and commercial collection franchise agreements to one hauler, but only if awarding the agreements to one hauler is superior to awarding to two separate haulers. Please indicate below what changes in pricing or other benefits the Proposer is willing to offer if awarded both the residential and commercial hauling franchise agreements. Proposer may attach separate sheets.

---

---

---

---

---

---

---

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX B**

**DRAFT AGREEMENT**

[See Appendix B – separate attachment]

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

**APPENDIX C**

**PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] \_\_\_\_\_

\_\_\_\_\_

as Principal (hereinafter called the "Proposer"),

and [insert full name and address of surety here:] \_\_\_\_\_

\_\_\_\_\_

(hereinafter called the "Surety"),

are held and firmly bound unto the VILLAGE OF LAKE BLUFF as the obligee (hereinafter called the "Village") in the full and just sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the payment of which sum of money well and truly to be made, Proposer and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Proposer has submitted a Proposal dated \_\_\_\_\_, 201\_\_, to the Owner titled "[insert title]." (the "Proposal"), 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 Proposer shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by the Owner, the Proposer shall (1) timely submit all the bonds and all the certificates and policies of insurance required of it, (2) timely execute the Franchise Agreement, in the form included in the bound Request for Proposals, and all other required documentation related to the Franchise Agreement, and (3) in all other respects, perform the agreement created by the Village's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety under this bond shall be in no way impaired or affected by any extension of the time within which the Village may accept the Proposal, and the Surety does hereby waive notice of any such extension.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the Proposer in order 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.

**[Signature page follows.]**

**VILLAGE OF LAKE BLUFF, ILLINOIS  
RFP - COMMERCIAL WASTE COLLECTION SERVICES**

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

Attest/Witness:

\_\_\_\_\_  
**PROPOSER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest/Witness:

\_\_\_\_\_  
**SURETY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_