



**NORTH SHORE LIFE
LAKE BLUFF STYLE**

REQUEST FOR PROPOSAL

FOR

RESIDENTIAL WASTE COLLECTION SERVICES

VILLAGE OF LAKE BLUFF, ILLINOIS

DATED: January 6, 2020

DUE: February 10, 2021

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

PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP)

**BY
VILLAGE OF LAKE BLUFF, ILLINOIS
FOR
RESIDENTIAL 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 residential waste, recyclable materials and landscape waste / food scraps at all residential dwellings not exceeding three units as well as the collection of refuse and recyclable materials from designated Village collection sites. The proposed initial term of the Franchise Agreement will begin on April 1, 2022 and end on March 31, 2027.

Copies of the RFP will be available electronically at lakebluff.org no later than **8:30 a.m., Wednesday, January 6, 2021**. Information regarding proposals is posted on the homepage of the website.

An optional Pre-Proposal meeting will be held at **8:30 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 “v” of the RFP and will be posted on the Village’s homepage at 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.

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

Attn: Residential 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; and to decide not to award any contract; or award a contract deemed to be in the best interests of the Village of Lake Bluff.

**VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL 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 8:30 a.m.** via Zoom. The meeting will be in a virtual format only due to the COVID-19 pandemic. The commercial RFP pre-proposal meeting will be held immediately following (at 9:30 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 - RESIDENTIAL WASTE COLLECTION SERVICES

TABLE OF CONTENTS

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.....	5
Section 3.1	Introduction.....	5
Section 3.2	Optional Pre-Proposal Conference	5
Section 3.3	Addenda and Interpretation	5
Section 3.4	Submittal of Proposals	6
Section 3.5	Modification and Withdrawal Prior to Opening	6
Section 3.6	Evaluation and Selection Process	7
Section 3.7	Ownership of Proposals	8
Section 3.8	Costs	8
Section 3.9	Compliance with Laws	8
Section 3.10	Taxes and Benefits.....	8
Section 3.11	Permits and Licenses	8
Section 3.12	Disqualification of Proposers.....	8
Section 3.13	Award of Franchise.....	9
Section 3.14	Notice of Award; Effective Date of Award	9
Section 3.15	Closing of Franchise Agreement	9
Section 3.16	Failure to Close.....	10
Section 3.17	Confidentiality	10
ARTICLE IV - EVALUATION CRITERIA.....		11
Section 4.1	Introduction.....	11
Section 4.2	Quality of Proposer.....	11
Section 4.3	Adherence to the Requirements of this Request for Proposal	11
Section 4.4	Quality and Reasonableness of Proposal	11
Section 4.5	Competitiveness of Cost Proposals.....	12
Section 4.6	Quality and Reasonableness of Any Alternate Proposal	12
Section 4.7	Proposed Deviations and Exceptions from Draft Agreement.....	12
ARTICLE V - SUBMITTAL REQUIREMENTS.....		13
Section 5.1	Format.....	13
Section 5.2	Contents	13
Section 5.2.1	Cover Letter	13
Section 5.2.2	Executive Summary	13
Section 5.2.3	Operational Approach.....	13
Section 5.2.4	Organizational Plan and Chart	14
Section 5.2.5	Qualifications of Personnel.....	14
Section 5.2.6	Cost Proposals	14
Section 5.2.7	Alternative Proposals.....	14
Section 5.2.8	Alternative Fuels and/or Trucks.....	14

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

Section 5.2.9	References.....	14
Section 5.2.10	Financial Capability	15
Section 5.2.11	Litigation.....	15
Section 5.2.12	Assumptions, Deviations and Exceptions.....	15
Section 5.2.13	Proposal Security	15
Section 5.2.14	Insurance.....	16
Section 5.2.15	Performance Bond	16
ARTICLE VI - INQUIRIES AND SUBMISSION OF PROPOSAL		17

APPENDICES

APPENDIX A	CONTRACTOR’S COST PROPOSAL AND SWORN STATEMENT
APPENDIX B	RESIDENTIAL SOLID WASTE FRANCHISE AGREEMENT (DRAFT)
APPENDIX C	FORM OF PROPOSAL BOND
APPENDIX D	CURRENT RESIDENTIAL WASTE COLLECTION FEES & CHARGES

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

ARTICLE I
INTRODUCTION

The Village of Lake Bluff (the “*Village*”) hereby invites firms to submit proposals (“*Proposals*”) in accordance with the requirements of this Request for Proposal (“*RFP*”) for residential solid waste collection services. The Village is simultaneously issuing an RFP for commercial solid waste collection services and it may decide to award both the residential and commercial collection agreements to the same Contractor. 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 agreements.

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 five years, beginning **April 1, 2022**, at their proposed prices and pursuant to the other terms and conditions established pursuant to this Request for Proposal process. 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 has been furnished with this Request for Proposal package (see **Appendix B**).

Proposers should consult the attached 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 - RESIDENTIAL WASTE COLLECTION SERVICES

ARTICLE II.
DESCRIPTION OF SERVICES

Section 2.1 **Project Background.**

The Village is seeking proposals with the intent of selecting a single waste hauler (the “Contractor” or “Proposer”) to provide the services outlined in this RFP. Upon completion of the RFP process, it is the goal of the Village to award a five (5) year agreement to one Contractor for collection, transportation, and disposal of Municipal Waste, Recyclable Materials, and Landscape Waste and Food Scraps from all residential family dwellings with three units or less as well as Village Collection Sites. The anticipated commencement date of the contract is April 1, 2022 with a termination date of March 31, 2027.

The Village has an estimated 2,120 dwelling units which will be included in the residential hauling franchise. The dwelling units consist principally of single-family homes as well as 15 multifamily units. In 2019, the Solid Waste Agency of Lake County reported that the Village’s residential franchise generated approximately 1,472 tons of Municipal Waste, 693 tons of Recyclable Materials and 1,667 cubic yards of comingled landscape waste and food scraps. The same figures show that the Village’s recycling facility generated an additional drop-off volume of 214 tons of Municipal Waste and 56 tons of Recyclable Materials.

The Village desires to obtain cost proposals in the form of **Appendix A**, proposing monthly fees for various levels of service which are described in this RFP and in greater detail in the draft agreement entitled “RESIDENTIAL SOLID WASTE FRANCHISE AGREEMENT” attached hereto as **Appendix B** (the “*Draft Agreement*” or the “*Franchise Agreement*”). Under this Draft Agreement, the Village would designate and pay a single waste hauler as the exclusive entity in the Village to provide the services described therein. The rates provided in Contractor’s Cost Proposal (**Appendix A**) are to be the sole basis of payment and no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs are to be included.

The Village seeks a Contractor who can provide the Residential Material collection services and the other services described in this RFP at a reasonable cost; in a clean, courteous, and professional manner; with uninterrupted and continuous service; and efficiently executed.

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 Residential Customers located in the Village, as described in detail in the Draft Agreement. Summarized generally, the services for which the Village seeks cost proposals are:

- (1) **Municipal Waste.** Once-per-week unlimited curbside service for collection, transportation and disposal of Municipal Waste. The agreement also requests an option for customers that wish to select pay-as-you-throw service where an additional sticker fee would be payable for additional containers. Under either model, Residential Customers will receive a new 95-gallon wheeled cart (or smaller if Customer chooses), to be furnished by the Contractor.
- (2) **Bulk Item Collection.** The Contractor shall collect one Bulk Item from each Residential Customer per week on the regular collection day for Municipal Waste.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

- (3) Annual Spring and Fall Clean-Up Program. The Contractor will provide for an annual spring and fall clean-up to take place during the months of May and October. This service will provide for the curbside collection and disposal of large and bulky items not ordinarily collected.
- (4) Recyclable Materials. Once-per-week curbside, unlimited collection, of Recyclable Materials. The Contractor will furnish each Customer, at no separate charge, a new 65-gallon wheeled cart for Recyclable Materials.
- (5) Landscape Waste and Food Scraps. Once-per-week curbside, unlimited collection, of Landscape Waste and Food Scraps year-round. The Village pays the cost of disposal to a nearby facility (DK Organics) under a separate agreement. Waste may be presented in an unlimited number of metal or plastic containers 32 gallons or less; biodegradable paper “kraft” bags of 32 gallons or less; a leased wheeled cart in new condition; or tied bundles. Christmas Tree collection is also included. These collections may be provided through a subcontractor.
- (6) A La Carte Services. Each Residential Customer may choose one or more A La Carte services, for which Contractor shall bill Residential Customers directly at the service rate set forth in the Cost Proposal:
- (i) Backdoor Service. Customers may elect to have their Residential Services collection occur at a location on their property other than curbside. The Contractor may require certain or all customers receiving Backdoor Service to use their own containers rather than Wheeled Carts. **95 customers must be provided Backdoor Service at no additional charge** as shown in Exhibit E of the Draft Agreement.
 - (ii) Twice Per Week Service. Customers may elect to receive Residential Services a second time each week.
 - (iii) Additional Carts. Customers may elect to receive additional Wheeled Carts for the storage of Municipal Waste, Recyclable Materials, and/or Landscape Waste and Food Scraps.
- (7) Village Site Collection. The Contractor shall, without cost to the Village: (i) furnish Village Containers for the collection of Municipal Waste and Recyclable Materials at each Village Collection Site (see **Exhibit C** of the Draft Agreement); and (ii) collect, transport, and dispose of such Municipal Waste and Recyclable Materials, at dates and times mutually agreeable to Village and the Contractor. Should the Village request that the Contractor perform additional collections, the unit cost provided in the Cost Proposal shall apply.
- (8) Pedestrian Container Collection. The Contractor shall, without cost to the Village, collect, transport, and dispose of Municipal Waste and Recyclable Materials from each Village Pedestrian Container (see **Exhibit C** of the Draft Agreement) at dates and times mutually agreeable to Village and the Contractor. The Village reserves the right to modify the number and type of Village Pedestrian Containers to be serviced upon thirty (30) days prior written notice to the Contractor.
- (9) Special Event Collection. The Contractor shall, without cost to the Village: (i) furnish Village Containers for the collection of Municipal Waste and Recyclable Materials at each special event identified in **Exhibit C** of the Draft Agreement; and (ii) collect, transport, and dispose of such Municipal Waste and Recyclable Materials, at dates and times mutually agreeable to Village and the Contractor.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

(10) Emergency Services. The Contractor, upon receipt of a notice from the Village, shall provide any or all Residential Customer(s) in the Village a special emergency pick-up for Municipal Waste and Landscape Waste in circumstances requiring prompt disposition of the waste materials and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health or welfare of the community.

(11) Private Services (primarily for White Goods and large amounts of Municipal Waste that exceed one cubic yard) shall be provided upon Residential Customers' request at the rates set forth in the Cost Proposal.

(12) Billing. The Contractor shall bill the Village for Residential Services provided to Residential Customers under this RFP. The Contractor shall bill Residential Customers for A La Carte and Private Services. The Village shall not be liable for any claim arising from a Residential Customer's failure to pay an invoice for A La Carte and Private Services.

(13) Collection Schedule. The Village prefers to keep its existing collection schedule, where residences west of Sheridan Road are serviced on Mondays and east of Sheridan Road are serviced on Tuesdays. The Contractor shall indicate which day or days it is proposing in its proposal. Collection services may not begin prior to 7 a.m. and must conclude prior to 5 p.m. each day. All collections from a single Residential Customer (Municipal Waste, Recyclable Materials, Landscape Waste and Food Scraps) shall occur on the same collection day but the Contractor may divide the Village into zones for collection on separate days.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

ARTICLE III
INSTRUCTION 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 based on which Proposer, on balance, fulfills the Evaluation Criteria in a way that is in the best interest 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 commercial solid waste and recyclable materials collection franchise. The Village is under no obligation to award contracts for residential collection and commercial collection franchise to the same contractor, 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 8:30 a.m.** The Zoom meeting participating instructions are listed on Page "v" 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 Draft 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 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 - RESIDENTIAL 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 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 p.m. on 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 RFP. 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 fixed for the Proposal opening; and provided that written confirmation of any 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 - RESIDENTIAL WASTE COLLECTION SERVICES

Section 3.6 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 Board. As part of its review, the Evaluation Committee may request that one more of the Proposers answer written questions and requests for additional information 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 and its residents. 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.

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. 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, resources, 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 the Franchise or until the Village affirmatively and in writing rejects such 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 3.15 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 5.2.15 of this RFP.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

Section 3.7 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.

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

Section 3.10 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 collection services described in the Agreement shall be considered from any single corporation, partnership, individual

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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. 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 3.12.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 sub-agreement 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

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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*”).

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 5.2.16 of this Request for Proposal.

B. Subsequent Awards. Upon annulment of an award, the Village may accept, and award the 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 3.17. 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 Proposer will be returned.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction.

Proposals received in response to this RFP will be evaluated by the Village for completeness and responsiveness based on the expertise, experience, resources, capital, facilities, 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. 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 commercial collection services, when evaluating Proposals.

Section 4.2 Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer, including access to capital, and assets (vehicles and facilities).

Section 4.3 Adherence to the Requirements of this RFP.

1. Verification that the Proposer can provide the services described in this RFP for the entirety of the Franchise Agreement term.
2. Compliance with all applicable local, state and federal laws.
3. Must disclose litigation, regulatory proceedings, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use.

Section 4.4 Quality and Reasonableness of Proposal.

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach.
4. Quality Control Plan.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL 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.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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 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 “Residential 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. 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:

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

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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 Residential Customers on proper recycling and composting practices, and Proposer's proposed communication plan with the Village and its residents to alert them when necessary (e.g., delays in pick-ups, spills, special recycling events).

5.2.4 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 the involved personnel'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 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 may not include any additional fees related to fuel surcharges, administrative fees, environmental fees or recycling contamination fees. The Contractor shall only be able to charge those costs shown on the Cost Proposal.*

5.2.7 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 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 Proposal. In addition, (i) any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village, and (ii) all Submittal Requirements outlined in this Article V must be strictly adhered to.

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) 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.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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 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.

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

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

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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 contract.

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 of 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 collection services. 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 Contractor shall fail to fulfill the Franchise Agreement, the performance bond shall become payable to the Village as liquidated damages.

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

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) drawn on a national or state-chartered bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

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
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

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;
- ii) An 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) An 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 - RESIDENTIAL WASTE COLLECTION SERVICES**

APPENDIX A

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

Full Name of CONTRACTOR _____ (“*CONTRACTOR*”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

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

1. Work Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal, the RFP pursuant to which the Village solicited this Proposal and the Franchise Agreement to be entered into in the form attached in Appendix B the RFP (collectively, the “Contract”), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all 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 accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall bill 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

(These fees are payable by the Village as provided in the Franchise Agreement.)

1) UNLIMITED SERVICE
\$ _____
Per household per month

2) PAY-AS-YOU-THROW
\$ _____

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

7) CART CHANGES OUTSIDE OF ANNUAL SELECTION PERIOD

\$ _____
Per change in service

D. EMERGENCY SERVICES

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

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard of waste

E. MUNICIPAL

1) ADDITIONAL COLLECTIONS FROM VILLAGE COLLECTION SITES
(IN EXCESS OF THOSE PROVIDED IN THE AGREEMENT)

\$ _____
Per cubic yard of
container capacity serviced

F. AWARDING OF BOTH THE RESIDENTIAL AND COMMERCIAL HAULING
AGREEMENTS

The Village's goal is to award both the residential and commercial collection agreement 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 agreements. Proposer may attach separate sheets.

VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL WASTE COLLECTION SERVICES

G. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

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

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 **CONTRACTOR** shall notify the Village in writing at least thirty (30) days prior to the effective date of any proposed increase in charges, and such increase shall not be effective until approved by the Village in writing as complying with the terms of the Franchise Agreement. 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 4.7 and 8.1(c) of the Franchise Agreement.

3. CONTRACTOR's Representations and Warranties

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

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

B. CONTRACTOR is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.

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

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

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

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

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

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

H. CONTRACTOR understands and agrees that the Village reserves the right to reject all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the RFP.

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

J. The persons signing this CONTRACTOR's Proposal possess full authority to submit this CONTRACTOR's Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Proposal, CONTRACTOR shall be conclusively deemed to have evidenced an intention to be bound hereby whether the requirements for signing CONTRACTOR's Proposals found in the RFP are satisfied.

DATED this _____ day of _____, 20_____.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

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

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

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

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

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

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

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

[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 Franchise Agreement 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:	_____	_____	_____

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

Telephone: _____

Type of Work: _____

6. 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>
_____	_____	_____
_____	_____	_____

7. 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>
_____	_____
_____	_____
_____	_____
_____	_____

8. 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

9. Contracts Abandoned

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

10. Contract Defaults

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

11. 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/>

12. Supervisory Oversight

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

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

DATED this _____ day of _____, 20__.

Attest/Witness:

CONTRACTOR

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 - RESIDENTIAL WASTE COLLECTION SERVICES**

APPENDIX B

DRAFT AGREEMENT

[See Appendix B – separate attachment]

**VILLAGE OF LAKE BLUFF, ILLINOIS
RFP - RESIDENTIAL 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, Illinois 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 _____, 20__, 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 Franchise 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 - RESIDENTIAL WASTE COLLECTION SERVICES**

Signed and sealed this _____ day of _____ 20____.

Attest/Witness:

PROPOSER

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

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

APPENDIX D

CURRENT RESIDENTIAL WASTE COLLECTION FEES & CHARGES

Basic Service

- Unlimited service (2,117 subscribers): \$18.45 per household per month
- Pay-as-you-throw service (3 subscribers):
 - \$18.25 per household per month.
 - \$2.00 sticker fee

A La Carte Services

- Backdoor service (22 subscribers): \$40.17 per household per quarter
- Twice-weekly curbside service (11 subscribers): \$40.17 per household per quarter
- Twice-weekly backdoor service (3 subscribers): \$92.07 per household per quarter
- Extra cart rental fee:
 - \$3.00 per cart for solid waste or recycling
 - \$5.00 per cart for landscape waste
- Private service: \$10.00 per cubic yard
- White goods: \$35.00 per item