

REQUEST FOR PROPOSALS

FOR

**SOLID WASTE, LANDSCAPE WASTE AND
RECYCLABLE MATERIALS
COLLECTION SERVICES**



**Village of
Elmwood Park**

**THE VILLAGE OF ELMWOOD PARK,
ILLINOIS**

ISSUED: JUNE 15, 2018

**PROPOSALS DUE:
AUGUST 10, 2018
3:00 P.M.**

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SECTION A. OVERVIEW

1. Request for Proposal

The Village of Elmwood Park, Illinois (hereinafter known as the "Village") is requesting proposals from qualified firms to provide professional services including solid waste, landscape waste and recyclable materials collection services. The Village is furnishing herein a scope of services by which such proposals shall be considered. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of this Request for Proposal (RFP). The contract will be offered for a five-year initial term, commencing on May 1, 2019, with one five-year extension period.

2. Proposal Delivery Procedures

Sealed proposals shall be delivered to the **Village Manager, Village of Elmwood Park, 11 Conti Parkway, Elmwood Park, Illinois 60707 by no later than 3:00 P.M. on Friday, August 10, 2018.** Sealed envelopes should be clearly labeled "Proposal for Solid Waste, Landscape Waste and Recyclable Materials Collection Services," and include the Contractor's name. One original and three (3) photocopies of the Proposal shall be furnished, along with one electronic copy (in .pdf format). If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the Village for the premature or non-opening of a Proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the method used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine transmitted proposals shall not be accepted, nor will the Village transmit the RFP documents to prospective Contractors by way of a facsimile machine, except for any addenda issued as specified in Section A-5.

3. Withdrawals; Declinations

If a Contractor wishes to withdraw a Proposal, the Contractor shall submit written notification of such action to the Village Manager no later than the due date and time as specified in Section A-2. Potential Contractors that decline to submit a Proposal are requested to so notify the Village in writing.

4. Competency of Contractors

The Village reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish additional evidence as may be required by the Village (beyond that which is required in response to this RFP) to evaluate its ability and resources to accomplish the work required by the scope of services herein. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

5. Questions

Any questions pertaining to the RFP should be directed in writing to the attention of:

Kim Parrilli
Assistant Village Manager
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, Illinois 60707
Email: kparrilli@elmwoodpark.org
FAX: (708) 452-3957

The written questions, along with the Village's responses, shall be circulated to potential Contractors without identifying the party submitting the questions. Vendors are requested to submit questions as early as possible in order to facilitate preparation of any addenda. **The cut-off for receipt of questions shall be 5:00 p.m. on Friday, July 13, 2018.** Replies and/or addenda will be mailed, emailed or faxed to all known potential Contractors by 5:00 p.m. on Friday, July 27, 2018. Receipt of any addenda must be acknowledged in writing as part of the Proposal. The Village shall not assume responsibility for the receipt by the Contractor of any addenda.

6. RFP Package

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete document, which consists of the sections and attachments identified in the Table of Contents.

7. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions, and scope of services contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village. The Village will assume that submission of a Proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

8. Checklist of Submittals

The checklist of submittals (refer to Appendix C) is furnished only to help the Contractor ensure that a complete Proposal is submitted. **It is not a substitute for the careful reading of and response to all of the RFP documents.**

9. Statement of Certification

A statement of certification (Appendix B) must be signed and submitted in order for a Proposal to be considered. It is necessary that this be done under oath; therefore this form must be notarized.

10. Draft Collection Agreement

A draft Collection Agreement is attached to this RFP (Appendix D). The draft Agreement represents the minimum contractual terms desired by the Village. Contractors are strongly encouraged to submit proposals that adhere to the terms of the draft Agreement and must identify any proposed changes to the draft Agreement in their proposals. The Village reserves the right to consider such proposed changes in evaluating proposals, and to negotiate the terms and conditions of the final Agreement.

11. Rejection; Waivers

The Village reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals; or further negotiate with the Contractor(s) of its choice if some other manner of negotiation better serves the Village's interests under the RFP and the Collection Agreement. The Village reserves the right to award the Proposal to the Contractor which, in the Village's judgment, best serves the needs and interests of the Village and its residents.

12. Proposal Security

Each Proposal shall be accompanied by a Proposal security, which shall be in the form of a bid bond or a certified check or a bank cashier's check in the amount of **Ten Thousand Dollars (\$10,000.00)** made payable to the Village. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that a contract award decision has been made, the Proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its Proposal, or neglect or refuse to enter into a Collection Agreement and provide the required performance bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful Contractor's security shall be retained until the Collection Agreement has been signed and the required performance bond and Certificates of Insurance have been furnished.
- (b) All other securities shall be released upon selection of the top ranked Contractor.

SECTION B. GENERAL INSTRUCTIONS

1. RFP Package

All sections of this RFP package (including appendices) are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is intended that the scope of services in this RFP shall become part of a written and signed Collection Agreement. The Village reserves the right to further negotiate the terms of any agreement to provide all or part of the services contained in this RFP.

2. Format for Submissions

A properly prepared Proposal shall consist of the following:

- A signed cover letter on the Contractor's letterhead that commits the Contractor, if selected, to carrying out all the provisions of the Proposal. The signed cover letter must be from an officer or employee having the authority to bind the Contractor by signature, and should acknowledge the receipt of any addenda to the RFP.
- Statement of Qualifications. A narrative discussion of the Contractor's qualifications. The length of this discussion will be at the Contractor's discretion, but should address the following:
 - Description of Contractor's business (e.g., number of years in business and services provided).
 - A list of areas or municipalities in the Chicago metropolitan area for which the Contractor furnishes similar services. Provide three (3) customer references.
 - Key personnel and points of contact for performance of the services.
- Work Plan. A narrative discussion of the Contractor's approach to the work, demonstrating its understanding of the Village's requested services. The length of this discussion will be at the Contractor's discretion, but should address the following:

- A narrative description of how the Contractor proposes to provide the basic residential services included in the Village’s scope of services (refer to Section C).
 - A narrative description of how the Contractor proposes to provide the supplemental services (roll-off service, fall leaf program assistance, annual shred/tire/e-waste collection event, and e-waste drop-off collection services) included in the Village’s Scope of Services (refer to Section C).
 - A list of the final transfer, disposal and/or processing sites intended to be used for residential municipal waste, recyclables and landscape waste (for Base Proposal and Alternate Proposal #1 as further described in Section C).
 - A description and supporting documentation of equipment that will be used to service the Village.
 - A transition plan describing how the Contractor, if awarded the work, will assure the orderly transition of services with a minimum of service complaints from residents of the Village. At a minimum, the transition plan should address the following: delivery of carts and dumpster containers to residential units and timing of delivery; customer service capabilities; public outreach and communication (e.g., mailers, web page, etc.); and, coordination with Village during transition. The transition plan should also provide a schedule of when such activities would occur prior to the May 1, 2019 start of services.
 - A discussion of any proposed alternatives to the scope of services contained in the RFP. The narrative should provide sufficient detail for the Village to evaluate the proposed alternative(s).
- A narrative discussion detailing any exceptions to the terms and conditions contained in the draft Collection Agreement (refer to Appendix D). Contractors may alternatively attach a marked-up version of the draft Collection Agreement, fully annotating any proposed modifications. (Note: The Village is requesting pricing on a Base Proposal and two Alternate Proposals. The scope of services is different in the Base Proposal and Alternate Proposals. The draft Collection Agreement reflects services to be provided under the Base Proposal. The Village recognizes that the final Agreement language concerning services will depend on the Proposal ultimately selected by the Village. Therefore, the Contractor’s narrative discussion should address exceptions to the contractual terms and conditions contained in the draft Collection Agreement).

- Price quotation sheets (refer to Appendix A).
- Signed and notarized certification form (refer to Appendix B)
- Proposal security (refer to Section A.13)

Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to give an oral presentation of their Proposal at a later date.

All price quotation sheets must be correctly filled in, using ink or entered in typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the Contractor is unable to provide a quotation on a given service alternative, each relevant item on the price quotation sheets must have the words "No quotation" entered thereupon.

3. Minimum Scope of Services; Deviations

The scope of services included in this RFP package describes the services which the Village feels are necessary to meet the performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. Contractors may indicate alternatives to the scope of services if the proposed changes are equal to or greater than what is required by this RFP.

All alternatives shall be separately listed, and an explanation shall be provided for such alternatives.

If the Contractor is unable to meet any part of the requested scope of services contained herein, it shall also separately list all requested deviations and provide a justification for such deviations.

If a Contractor does not indicate alternatives to or deviations from the scope of services, the Village shall assume that the Contractor shall fully comply with them. The Village shall be the sole and final judge of compliance with the scope of services.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any portion of a submitted Proposal including any alternatives and deviations contained therein prior to reaching a decision on the awarding of a Collection Agreement. The Village shall unequivocally be the sole and final judge as to whether any alternative or

deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

4. Examination of Service Area

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the provision of services including, but not limited to, roads, collection points, collection procedures required, labor required, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. Use of Recycled Content

Proposals shall be submitted on recycled paper, and be double sided. Proposals should also indicate the extent to which the Contractor intends to use recycled materials or supplies in the performance of this Collection Agreement.

6. Use of Village's Name

Proposers or the selected Contractor are specifically denied the right of using, in any form or medium, the name of Village of Elmwood Park for public advertising (other than responding to this RFP or identifying the Village as a customer of the Contractor), unless express written permission is granted by the Mayor of the Village of Elmwood Park or his designated representative. Requests shall be made through the Village Manager's Office.

7. Evaluation Criteria

Village staff will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, transition plan, equipment, services offered, support of the Village's mission, deviations to the scope of services, exceptions to the terms and conditions of the draft Collection Agreement, and cost of services. The Village reserves the right to reject any and all proposals or to waive any irregularities or deviations in any Proposal if judged to be in the best interest of the Village. All variations, deviations and substitutions proposed by the Contractor must be clearly annotated within its Proposal. The selected Contractor will have submitted the Proposal that is in the best interest of the Village. If a Proposal does not satisfy the minimum requirements as set forth in this RFP, the Proposal may be disqualified from further consideration at the discretion of the Village. The Village may interview proposers as part of its evaluation process.

8. Time Schedule:

The Village expects to adhere to the following time schedule:

Issue RFP Friday, June 15, 2018
Deadline for receipt of questions..... Friday, July 13, 2018, 5:00 p.m.
Village response/addenda to be sent by Friday, July 27, 2018, 5:00 p.m.
Proposal due date Friday, August 10, 2018, 3:00 p.m.
Interviews/contract negotiations/award of proposal... Mid-August - October, 2018
Commencement of services..... May 1, 2019

SECTION C. GENERAL SCOPE OF SERVICES

1. Purpose of this Section

This Section presents background information on the Village and a summary of the scope of services to be provided by the Contractor. This information is intended to facilitate preparation of Contractor proposals. This summary is not intended to serve as a full and complete description of the scope of services and should be read in conjunction with the draft Collection Agreement (Appendix D). It shall be the responsibility of the Contractor to thoroughly read and understand the information and instructions contained in the RFP and appendices.

2. Description of the Residential Area of the Village

The Village of Elmwood Park is an established community located in west central Cook County. The Village has a population of approximately 24,626 (2016 Census).

Solid waste services under the Collection Agreement are provided to single-family residential units and multi-family residential units in buildings with up to 5 units. Solid waste services include once per week collection of residential municipal solid waste (MSW), recyclables and landscape waste. Service stops and associated MSW container sizes are summarized in Table 1. A complete address list of service stops and unit-size will be provided to the successful Contractor.

TABLE 1. NUMBER OF SERVICE STOPS AND UNITS				
Service Code	Type of Unit	MSW Container	# Stops	# Units
R1	Single-Family (Standard)	65-gallon cart (1)	4,674	4,674
R1L	Single-Family (Large)	95-gallon cart (1)	375	375
R2	2-Flat	95-gallon cart (1)	256	512
R3	3-Flat	95-gallon cart (2)	420	1,260
R4	4-Flat	1-yard dumpster (1)	69	276
R5	5-Flat	1.5-yard dumpster (1)	55	275
Total			5,849	7,372

The entire Village is collected over four days: Monday, Tuesday, Wednesday and Thursday. Friday is the typical makeup day if a holiday falls on one of the regularly scheduled collection days. A map of the current daily collection zones is provided in Appendix E.

Historical monthly and annual tonnage data is provided in Table 2 below:

TABLE 2. HISTORICAL COLLECTION TONNAGES									
Month	2015			2016			2017		
	MSW	Recycle	Landscape	MSW	Recycle	Landscape	MSW	Recycle	Landscape
Jan	595.84	157.66	0.00	582.53	140.85	0.00	671.74	168.65	0.00
Feb	496.86	131.94	0.00	581.53	140.21	0.00	561.94	134.12	0.00
Mar	665.13	157.44	7.37	727.33	168.83	0.00	662.13	155.30	0.00
Apr	1,020.82	178.04	41.32	1,005.08	168.68	51.54	957.62	168.44	57.34
May	678.56	154.14	130.31	792.10	177.12	153.57	813.38	183.38	127.06
Jun	846.17	171.88	104.66	751.09	170.48	105.09	668.47	168.12	94.29
Jul	787.87	176.17	85.25	630.82	152.53	59.54	710.21	166.53	81.44
Aug	695.63	153.33	67.99	771.75	169.15	90.07	772.52	165.35	75.82
Sep	753.69	166.38	93.45	683.08	155.23	80.93	629.47	139.49	43.26
Oct	654.62	144.95	89.02	680.60	161.98	138.78	735.48	168.20	91.13
Nov	695.64	159.29	65.08	763.39	182.23	360.67	726.06	167.28	362.79
Dec	792.20	206.47	5.46	667.58	188.10	77.22	599.66	163.18	25.78
Total	8,683.03	1,957.69	689.91	8,636.88	1,975.39	1,117.41	8,508.68	1,948.04	958.91
Percent	76.6%	17.3%	6.1%	73.6%	16.8%	9.5%	74.5%	17.1%	8.4%
Note:									
1. April tonnages include Clean-up Week event.									

3. Summary of Current Collection Program

The Village's current solid waste program is described below.

Residential Solid Waste Collection. Residential municipal solid waste is collected one time per week from each of the covered units. Collection occurs either at curbside or alley side depending upon location.

For single-family units, residents are required to place municipal solid waste in 65-gallon mobile carts, which is the standard service level. Single-family households may also opt for a larger 95-gallon cart. The carts are provided by the Contractor (and owned by the Contractor).

Two-flat buildings are provided with one 95-gallon cart, and three-flat buildings are provided with two 95-gallon carts. Four-flat buildings are provided with one 1-yard

dumpster, and five-flat buildings are provided with one 1.5-yard dumpster. In a limited number of instances, four-flats may be provided with three 95-gallon carts and five-flats may be provided with four 95-gallon carts if there is not sufficient room for dumpster containers. All multi-family buildings receive once per week waste collection. All trash carts and dumpsters are provided by the Contractor (and owned by the Contractor).

Extra Waste. Residents are allowed to put out extra waste, provided that the extra waste is in a suitable container (32-gallon or smaller rigid container or plastic bag) and a prepaid sticker is attached to the container.

Residents may also set out Bulk Items, defined as furniture, furnishings, fixtures, rugs, carpeting and up to one (1) cubic yard of building debris from “do-it-yourself” renovation projects. A prepaid sticker must be affixed to each Bulk Item. Carpeting and “do-it-yourself” construction debris must be suitably bundled and is limited to 50 pounds per unit per week.

White Goods (i.e., appliances) are a special pickup and must be scheduled by the individual resident with 24-hours’ notice to the Contractor. Each White Good requires one (1) pre-paid sticker.

Prepaid stickers are purchased by the Village in booklets of 500 stickers. The Village distributes the stickers to local retail stores. Historical sticker purchases by the Village for the past three fiscal years are provided in Table 3:

TABLE 3. HISTORICAL PREPAID STICKER PURCHASES BY VILLAGE	
Fiscal Year	# Stickers
05/01/15 - 04/30/16	15,000
05/01/16 - 04/30/17	15,000
05/01/17 - 04/30/18 (YTD through 02/2018)	15,000
Note: 1. Stickers are purchased in booklets of 500 from Contractor.	

Annual Clean-Up Week. An annual clean-up event is held the third week of April each year. During clean-up week, residents may set out unlimited amounts of extra waste without having to use any stickers. Clean-up week tonnages are summarized in Table 4:

TABLE 4. HISTORICAL CLEAN-UP WEEK TONNAGES	
Clean-Up Events	Tons Collected
04/2007	606.98
04/2008	534.47
04/2009	406.98
04/2010	496.00
04/2011	401.40
04/2012	404.55
04/2013	501.10
04/2014	494.87
04/2015	NA
04/2016	NA
04/2017	468.28
04/2018	430.45
Note: 1. NA = not available. 2. For 04/2013, weekly tonnages in the three weeks prior to the clean-up event averaged 163.10 tons. For 04/2014, weekly tonnages in the three weeks prior to the clean-up event averaged 144.73 tons.	

Recycling Services. Each residential unit receives once per week collection of recycling on the same day as trash collection. Historically, the Village provided 18-gallon recycling bins to residents, some of which are still currently in use.

The Village has also implemented an optional cart-based recycling program, under which residents may request a 65-gallon recycling cart. The 65-gallon recycling carts are provided by the Contractor, but the Village will secure ownership at the expiration of the current collection contract. At the start of the current collection contract (May 1, 2013), there were approximately 2,377 recycling carts -- these will be owned by the Village outright on May 1, 2019. As of May 2, 2018, approximately 1,679 additional recycling carts have been placed into service, for a current Village-wide total of 4,056 carts. The Village may purchase these additional carts prior to May 1, 2019.

The current distribution of recycling carts, by type of building, is shown in Table 5. When multi-family buildings (R2 and up) use recycling carts, there is generally one recycling cart per building.

TABLE 5. CURRENT DISTRIBUTION OF RECYCLING CARTS				
Service Code	Type of Unit	Total # Stops	Total # Units	Recycling Carts
R1	Single-Family (Standard)	4,674	4,674	3,359
R1L	Single-Family (Large)	375	375	223
R2	2-Flat	256	512	184
R3	3-Flat	420	1,260	238
R4	4-Flat	69	276	34
R5	5-Flat	55	275	19
Total		5,849	7,372	4,056

Landscape Waste. Each residential unit receives once per week collection of landscape waste on the same day as trash collection and is unlimited as to quantity. Collection is provided from April 1 through November 30. Residents are required to use 30-gallon Kraft paper bags for landscape waste. Bundled brush cut to four (4) foot lengths (not to exceed 35 pounds) is also collected in this program.

Christmas Trees and Holiday Debris. Christmas trees are collected as municipal solid waste during the two week period following December 25. During this same period, residents may set out 2 containers per week of extra waste (in 32-gallon rigid containers or plastic bags) without having to attach a prepaid sticker.

Village Events. The Village receives collection of waste and recyclables from three (3) Village-sponsored events at no charge. These events include the following:

- ❑ 4th of July Event (held at Elmwood Park High School). One 30-yard roll-off container, thirty 95-gallon carts and five rolls of liners for the carts are provided. The containers are delivered to Elmwood Park High School on July 3 and picked up on July 5.
- ❑ Taste of Elmwood Park (held at 75th Avenue and Grand Avenue, north of the railroad tracks and west along the tracks). Two 30-yard roll-off containers, thirty 95-gallon carts and twenty-five rolls of liners for the carts are provided. The containers are delivered on Thursday morning prior to the start of the event and picked up on Monday following the event. In addition, the two 30-yard roll-off containers are swapped out on Saturday morning during the event. (Note that for the new Collection Agreement, the Village desires three 30-yard roll-off containers to be delivered on the Saturday swap-out due to heavier utilization on Saturday and Sunday.)

- ❑ Fall Fest (held at Diversey Avenue, west of the alley between 75th Court and 75th Avenue). Two 30-yard roll-off containers, twenty-five 95-gallon carts and ten rolls of liners for the carts are provided. The containers are delivered on Friday before the event and picked up on Monday following the event. In addition, the two 30-yard roll-off containers are swapped out on Saturday morning during the event.
- ❑ Cardboard Event Containers. In addition to the above special events, the Village also receives approximately 300 cardboard “event” boxes throughout the year for use at the Village’s discretion. The boxes are delivered to the Public Works Department in pallets of fifty (50). Village employees assemble the boxes and deploy them as needed at various Village events. Village employees also collect the containers and empty the solid waste into roll-off containers at the Public Works Department.

Municipal Buildings. The Village receives collection of waste and recyclables from the following municipal buildings at no extra charge:

- ❑ Village Hall (11 Conti Parkway): 1.5 cubic yard dumpster.
- ❑ Public Safety Building (7420 Fullerton Avenue): Two 2.0 cubic yard dumpsters plus one 65-gallon toter and one 65-gallon recycling toter (four containers total).
- ❑ Parks & Recreation Building (2 Conti Parkway): Two 1.5 cubic yard dumpsters and three 1 cubic yard dumpsters (five containers total).
- ❑ Fire Department (7 Conti Parkway): 1.5 cubic yard dumpster plus 65-gallon recycling toter (two containers total).
- ❑ Public Works (7330 Fullerton Avenue): 1.0 cubic yard dumpster plus 95-gallon toter (two containers total).
- ❑ Public Library (1 Conti Parkway): Two 1.5 cubic yard dumpsters plus two 65-gallon recycling toters (four containers total).

Billing and Rates. The Village is invoiced monthly by the Contractor and currently pays a flat monthly fee (\$159,780.32/month) for all the above listed services, plus an additional flat monthly fee (\$3,750.00) to cover the annual cost of the clean-up week event.

As noted previously, the Village also purchases prepaid stickers (\$2.50/sticker) in books of 500 from the Contractor. The Village also pays a monthly rental fee (\$1.00/month/cart) for each 65-gallon recycling cart placed in service (through April 30, 2019).

Note that for the new Collection Agreement, the Village will be splitting collection and disposal costs as described further in Section C.4 below. The Village is also interested in making monthly payment by check or credit card.

Supplemental Services. The Village also receives four other services from the Contractor on an as-requested basis. These services are not specified in the current collection contract but may be included in the new agreement; the Village may also separately contract for these services.

- ❑ Roll-off container service. The Village's Public Works Department receives 15-yard (dirt and concrete) and 30-yard (mixed waste including street sweepings) roll-off container service on an as-needed basis from the Contractor. The Village is invoiced on a per-pull basis, plus a per ton charge for any overweight loading.
- ❑ Fall Leaf Program. The Village, with Contractor assistance, conducts an annual fall leaf collection program. The Village provides a front-end loader and crew to push leaves placed by residents in the street. The Contractor provides a packer collection vehicle equipped with a loading "pan" to facilitate the loading of leaves into the collection vehicle. The program typically runs for six weeks, from the last week in October until the first Friday in December. For the autumn of 2017, 321.27 tons of leaves were collected and 178.75 hours of Contractor equipment/crew time were used. The Village is invoiced an hourly rate for the Contractor's vehicle and driver (based on actual hours worked), and a per ton rate for the disposal of the leaves.
- ❑ Shred/Tire/Ewaste Event. The Village sponsors an annual Shred-Day event on a Saturday morning (9 AM - 12 PM) on or about April 20. The event is hosted at the Public Works Department (7330 West Fullerton Avenue). Required equipment includes two (2) super-shred trucks, a roll-off container for tires and a roll-off or other suitable container for electronic waste. The Village provides staffing to direct resident traffic during this event.
- ❑ The Village also sponsors a year-round drop-off program for electronic waste. The Contractor provides a 30-yard roll-off box for aggregation of materials. Village staff segregate materials into Gaylord boxes, which are then placed in the

roll-off box. The Contractor transports the e-waste to a processor for recycling. The roll-offs are serviced when full.

4. Summary of New Collection Program

As part of this Request for Proposal process, the Village is requesting Contractors to provide pricing information for a Base Proposal and two Alternate Proposals as further described below. Contractors can also propose alternates not contained in the RFP, provided such alternates are described in detail in the Contractor's proposal and pricing is provided.

Base Proposal. The Base Proposal consists of the current services provided to the Village as described in Section C.3 above and the draft Collection Agreement (refer to Appendix D). Services generally to consist of the following:

- Weekly collection of trash in Contractor-provided carts and dumpsters.
- Sticker program for extra waste that does not fit in trash carts or for Bulk Items. The Village will purchase stickers from Contractor and will be responsible for distribution to retail outlets.
- Collection of White Goods (resident to provide 24-hours' notice to Contractor of a pick-up). One sticker will be required for each White Good item.
- Annual clean-up week event, to be held the third week of April. Residents allowed to place extra waste outside cart without a prepaid sticker.
- Weekly collection of recyclables in carts. For the new Collection Agreement, the Village desires to complete the roll-out of cart-based recycling to all residential units. Contractor will maintain existing Village-owned recycling carts (estimated at 4,056 carts) for a monthly per cart maintenance fee, and shall provide additional 65-gallon recycling carts to all remaining residential service stops (estimated at 1,793 carts; multi-family buildings would receive one cart per location). The additional carts would be charged at a monthly per cart rental fee during the initial term of the Collection Agreement; at the end of the term, the Village would have the option to acquire any of the new carts placed in service for the unamortized cost at contract expiration.
- Weekly collection of unlimited landscape waste in Kraft paper bags or bundles of brush. Collection season to run from April 1 to November 30.

- Each collection zone (Monday/Tuesday/Wednesday/Thursday) must receive solid waste, recycling and landscape waste service on the same day.
- Collection of Christmas trees and two homeowner containers (32-gallon rigid can or plastic bags) of holiday debris for two-week period following December 25. No sticker required for the two homeowner containers.
- Trash and recycling collection at three (3) Village-sponsored events.
- Trash and recycling collection at six (6) municipal buildings.
- All items above, except for clean-up week and solid waste disposal, to be invoiced to Village for a fixed monthly collection fee (including processing of recyclables and composting of landscape waste). Clean-up week to be invoiced to Village for a separate flat monthly fee. Disposal costs (for municipal waste) to be invoiced based on a per-ton disposal rate and the actual tonnage disposed during the month. In addition, monthly maintenance fees for Village-owned recycling carts and monthly rental fees for Contractor-provided recycling carts will be invoiced on a per-cart basis. Vendors should indicate on the attached pricing forms (Appendix A) whether payment by credit card is accepted.
- Supplemental services (roll-off service, fall leaf collection assistance, shred/tire/e-waste event, and e-waste drop-off collection service) as requested by the Village on an as-needed basis. Charges for supplemental services to be invoiced separately from regular monthly charges.

Alternate Proposal #1. Under Alternate Proposal #1, the Village desires to eliminate the sticker program and the annual clean-up event. Residents would be provided weekly unlimited collection of trash in Contractor-provided carts and/or dumpsters. Residents would be allowed to place extra waste outside the cart in suitable containers (32-gallon rigid cans or plastics bags) at no extra charge. All other service elements of the Base Proposal to remain.

Alternate Proposal #2. The services under Alternate Proposal #2 are the same as for Alternate Proposal #1 (unlimited weekly collection of trash), except that the Village will be a participant in the West Cook County Solid Waste Agency's Regional Disposal Project (RDP). The Village will pay all municipal waste disposal costs under this alternate. The Contractor will be paid for collection services only (including processing of recyclables and composting of landscape waste), and will be required to deliver the

Village's municipal solid waste to an RDP transfer station. Beginning in 2019, the RDP transfer stations will include the following facilities: Groot-Elk Grove (1759 Elmhurst Road) and Groot-McCook (8475 W. 53rd Street).

5. Contractor's Responsibilities

The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services and processing/disposal services required to perform and complete the collection and disposal of municipal waste (subject to the Village's participation in the RDP under Alternate Proposal #2), the collection and processing of recyclables, and the collection and/or processing of landscape waste.

It is the Village's intention to obtain throughout the term of any future Collection Contract a clean, courteous, well-scheduled and well-executed program for the collection and disposal of residential municipal waste, recycling and landscape waste.

6. Duration of Agreement

The new Collection Agreement is offered for a five-year term (May 1, 2019 - April 30, 2024). The Village will have the option to extend the term for one (1) five-year renewal term on the same terms and conditions, except that collection rates will be mutually agreed upon.

7. Public Education

As part of the new Collection Agreement, the Contractor shall provide a printed educational brochure to be distributed within the Village prior to the starting date of services and for the purpose of explaining the new collection program. The brochure shall be distributed by the Village to residents. Such materials shall be provided at the Contractor's own cost. Contractor shall make an electronic version of the brochure (in .pdf format) available to Village for posting on the Village's website.

The Village shall approve the form and content of the brochure. The brochure shall be on recycled-content paper with a minimum of 15% post-consumer content, and imprinted with the phrase "printed on recycled paper."

8. Contractor Transition

Should the Village choose a different Contractor at the expiration of the Collection Agreement, the Contractor shall agree to cooperate with the chosen Contractor in effecting an orderly transition.

9. Monthly Payment Invoice

One invoice per month will be submitted to the Village by the Contractor for the amount owed by the Village for basic services rendered during the preceding month and will be paid by the Village to the Contractor not later than ten (10) days following receipt of invoice. Supplemental services requested by the Village on an as-needed basis (roll-off service, fall leaf program assistance, shred/tire/e-waste event and e-waste drop-off collection service) will be invoiced separately, if included in the Collection Agreement; the Village reserves the right to separately contract for supplemental services.

10. Local Improvements

The Village reserves the right to construct any improvement or to permit any construction in any road, which may have the effect for a time of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall, however, by a method acceptable to the Village, continue to collect the municipal waste, recyclables and landscape waste to the same extent as though no interference existed upon the roads formerly traversed. This shall be done at no extra cost to the Village. The Village agrees to notify and work with the Contractor to resolve any problems due to construction activity.

11. Performance Bonds and Insurance

The successful Contractor shall furnish to the Village a Performance Bond in favor of the Village, specified by name, in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000.00) for the services rendered in conjunction with the Contract, said Performance Bond to be executed by a responsible surety company rated A or better by Best's Insurance Reports. The Performance Bond guaranteeing performance shall remain in effect for the term of the Contract and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the Village at least one (1) month prior to the expiration date of an existing bond.

The Contractor shall also maintain insurance in the types and amounts specified in the draft Collection Agreement (refer to Appendix D).

APPENDIX A. PRICING FORMS

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**Village of
Elmwood Park**

**APPENDIX A. PRICING FORMS
(BASE PROPOSAL)**

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services contained in Section C.4 of the RFP:

For Village-Wide Service:

- Collection Rate is the flat monthly fee to provide all collection services for residential municipal waste, recycling and landscape waste (including processing of recyclables and composting of landscape waste) and other work as specified in the Scope of Services.
- Spring Clean-Up Rate is the flat monthly fee to provide for the annual one-week Spring Clean-Up event in April.

For Unit Price Service:

- Disposal Rate is the per-ton fee to provide disposal of residential municipal solid waste at Contractor-provided facilities.
- Specify the monthly fee to maintain each Village-owned recycling cart, and the monthly rental fee for any additional recycling carts provided by the Contractor during the term of the Contract.
- Specify the unit cost per sticker for pre-paid stickers for extra waste placed outside of cart.

BASE PROPOSAL: CURRENT COLLECTION PROGRAM					
Service Element	5/1/2019 - 4/30/2020	5/1/2020 - 4/30/2021	5/1/2021 - 4/30/2022	5/1/2022 - 4/30/2023	5/1/2023 - 4/30/2024
Village-Wide Service					
Collection Rate (\$/month)					
Spring Clean-Up Rate (\$/month)					
Unit Price Service - Municipal Waste Disposal					
Disposal Rate (\$/ton)					
Unit Price Service - Recycling Carts					
Maintenance Fee, Village Carts (\$/cart/month)					
Rental Fee, Contractor Carts (\$/cart/month)					
Unit Price Service - Stickers					
Prepaid Stickers for Extra Waste (\$/sticker)					

Payment by credit card accepted: _____ Yes _____ No

Credit card transaction fee (if applicable): _____ %

**APPENDIX A. PRICING FORMS
(SUPPLEMENTAL SERVICES)**

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services contained in Section C.4 of the RFP:

Supplemental services:

- Supplemental services to be provided as requested by the Village and invoiced separately.
- For roll-off service, indicate per-pull rate and number of tons included in per-pull rate. Also provide disposal rate for extra tons.
- Fall Leaf Program typically runs for 6 weeks, from last week in October through first Friday in December.
- Annual Shred-Day is a half-day event on a Saturday morning in April. Event includes tire and e-waste collection.
- For e-waste collection (including Shred-Day), Contractors may specify a roll-off charge (per pull), transport charge (per pull) and processing cost (per ton) as applicable. Contractors may propose alternate pricing mechanism in the space below the table.

SUPPLEMENTAL SERVICES					
Service Element	5/1/2019 - 4/30/2020	5/1/2020 - 4/30/2021	5/1/2021 - 4/30/2022	5/1/2022 - 4/30/2023	5/1/2023 - 4/30/2024
Roll-off Service					
15-Yard Roll-off Box, Dirt/Concrete (\$/pull)					
Disposal Weight Included in Per-Pull Rate (tons)					
30-Yard Roll-off Box, Mixed Waste/Street Sweepings (\$/pull)					
Disposal Weight Included in Per-Pull Rate (tons)					
Additional Disposal Charges for Overweight					
Dirt and Concrete Materials (\$/ton)					
Mixed Waste and Street Sweepings (\$/ton)					
Fall Leaf Program Assistance					
Packer w/Loading Pan and Driver (\$/hour)					
Compost Rate (\$/ton)					
Annual Shred/Tire Event					
2 Super-Shred Trucks (\$/hour/truck)					
Roll-off Box, Tire Collection/Haul (\$/pull)					
Tire Disposal (\$/ton)					
E-Waste Drop-off Program (incl. Shred Day Event)					
30-Yard Roll-off Box, Collection (\$/pull)					
Transport Charge (\$/pull)					
Processing/Recycling Charge (\$/ton)					

If Contractor is proposing an alternative type of e-waste service, please describe below and provide complete pricing details:

**APPENDIX A. PRICING FORMS
(ALTERNATE PROPOSAL #1)**

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services contained in Section C.4 of the RFP:

For Village-Wide Service:

- For Alternate Proposal #1, sticker program for extra waste and Spring Clean-Up event are eliminated. Residents may place unlimited amounts of waste outside trash cart for collection.
- Collection Rate is the flat monthly fee to provide all collection services for residential municipal waste, recycling and landscape waste (including processing of recyclables and composting of landscape waste) and other work as specified in the Scope of Services.

For Unit Price Service:

- Disposal Rate is the per-ton fee to provide disposal of residential municipal solid waste at Contractor-provided facilities.
- Specify the monthly fee to maintain each Village-owned recycling cart, and the monthly rental fee for any additional recycling carts provided by the Contractor during the term of the Contract.

ALTERNATE PROPOSAL #1: UNLIMITED WEEKLY TRASH COLLECTION					
Service Element	5/1/2019 - 4/30/2020	5/1/2020 - 4/30/2021	5/1/2021 - 4/30/2022	5/1/2022 - 4/30/2023	5/1/2023 - 4/30/2024
Village-Wide Service					
Collection Rate (\$/month)					
Unit Price Service - Municipal Waste Disposal					
Disposal Rate (\$/ton)					
Unit Price Service - Recycling Carts					
Maintenance Fee, Village Carts (\$/cart/month)					
Rental Fee, Contractor Carts (\$/cart/month)					

Payment by credit card accepted: _____ Yes _____ No

Credit card transaction fee (if applicable): _____ %

**APPENDIX A. PRICING FORMS
(ALTERNATE PROPOSAL #2)**

Contractors shall submit pricing for the following services for each year of the contract term in accordance with the Scope of Services contained in Section C.4 of the RFP:

For Village-Wide Service:

- For Alternate Proposal #2, sticker program for extra waste and Spring Clean-Up event are eliminated. Residents may place unlimited amounts of waste outside trash cart for collection.
- Collection Rate is the flat monthly fee to provide all collection services for residential municipal waste, recycling and landscape waste (including processing of recyclables and composting of landscape waste) and other work as specified in the Scope of Services.

For Unit Price Service:

- Disposal of residential municipal solid waste is excluded from Contract under Alternate Proposal #2; Village will provide disposal through Regional Disposal Project (RDP) facilities.
- Specify the monthly fee to maintain each Village-owned recycling cart, and the monthly rental fee for any additional recycling carts provided by the Contractor during the term of the Contract.

ALTERNATE PROPOSAL #2: (COLLECTION ONLY, DISPOSAL THROUGH RDP)					
Service Element	5/1/2019 - 4/30/2020	5/1/2020 - 4/30/2021	5/1/2021 - 4/30/2022	5/1/2022 - 4/30/2023	5/1/2023 - 4/30/2024
Village-Wide Service					
Collection Rate (\$/month)					
Unit Price Service - Recycling Carts					
Maintenance Fee, Village Carts (\$/cart/month)					
Rental Fee, Contractor Carts (\$/cart/month)					

Payment by credit card accepted: _____ Yes _____ No

Credit card transaction fee (if applicable): _____ %

APPENDIX B. CONTRACTOR CERTIFICATION FORM

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**Village of
Elmwood Park**

APPENDIX B - CERTIFICATION FORM

The undersigned, being an authorized representative of the Contractor, hereby certifies that the Contractor is not barred from submitting a Proposal for this contract as a result of a violation of 30 ILCS 505/10.1 and 10.2 of the Illinois Compiled Statutes concerning Proposal rigging, rotating, kickbacks, bribery, and interference with public contracts.

The undersigned hereby certifies that the Contractor is not delinquent in the payment of any tax administered by the State of Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act.

The undersigned hereby certifies that the Contractor is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), as amended, under Compliance with Laws in Special Conditions.

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

The undersigned, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned hereby certifies that the Contractor shall comply with all local, state and federal safety standards.

The undersigned hereby also certifies that this Proposal is genuine and not collusive or sham; that said Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Contractor or person, to put in a sham Proposal, or to refrain from submitting a Proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the

proposed price elements of said Proposal, or that of any other Contractor, or to secure any advantage against any other Contractor or any person interested in the proposed contract.

Printed Name: _____

Title: _____

Signature: _____

Notary public:

Subscribed and sworn before me this _____ day of _____, 2018

Signature: _____

Seal:

APPENDIX C. PROPOSAL CHECKLIST

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**Village of
Elmwood Park**

APPENDIX C. PROPOSAL SUBMITTAL CHECKLIST

- Cover Letter
- Contractor's Statement of Qualifications
- Contractor's Work Plan
- Contractor's Proposed Exceptions to Draft Collection Agreement
- Proposal Pricing Forms
- Certification Form (signed and notarized)
- Proposal Security (\$10,000 Bid Bond or Certified/Cashier's Check)

APPENDIX D. DRAFT COLLECTION AGREEMENT

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**Village of
Elmwood Park**

WASTE COLLECTION AGREEMENT BETWEEN
THE VILLAGE OF ELMWOOD PARK AND

FOR THE PERIOD OF MAY 1, 2019 THROUGH APRIL 30, 2024

THIS AGREEMENT is entered into this ____ day of _____, 201_, but effective as of May 1, 2019, by and between the VILLAGE OF ELMWOOD PARK, a municipal corporation of the State of Illinois, ("VILLAGE") and _____, an Illinois corporation, with offices at _____, ("CONTRACTOR"):

WITNESSETH:

WHEREAS, the VILLAGE desires to have Solid Waste, Landscape Waste and Recyclable Materials (as all three are hereinafter defined) removed and disposed of once each week from dwellings within the VILLAGE, and

WHEREAS, the CONTRACTOR desires to provide such services for the fees hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follow:

1. Term and Frequency of Waste Collection. The CONTRACTOR agrees to collect and dispose of, once each week from and after May 1, 2019, to and including April 30, 2024, being the term hereof, all Solid Waste, Landscape Waste and Recyclable Materials from 7,372 single family and non-commercial multi-family Dwelling Units (as defined in Section 8) within the VILLAGE.

2. Collection Fees. The VILLAGE agrees to pay the CONTRACTOR, for the period commencing May 1, 2019, and ending April 30, 2024, for and in consideration of its Solid Waste, Landscape Waste and Recyclable Materials collection services, the scheduled rates included in Attachment A to this Agreement.

2.1 Terms of Payment. All payments required of the VILLAGE by the terms of this Agreement shall be payable monthly, within 10 days after receipt of invoice, to the CONTRACTOR at _____, or such other address as the CONTRACTOR may designate in writing. All monies not received within terms will be charged interest at 1-1/2% per month until paid.

3. Solid Waste Collection.

3.1 Definition of Solid Waste. For the purposes of this Agreement, the term "Solid Waste" shall mean:

3.1.1 all municipal waste as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, or any successor to that provision, and other discarded or abandoned material including, without limitation, garbage, rubbish or other similar waste; provided, however, that Solid Waste shall not include Hazardous Waste, Recyclable Materials, Landscape Waste, and covered electronic devices banned from landfill disposal by the Illinois Electronic Products Recycling and Reuse Act, 415 ILCS 150/95, as amended; and

3.1.2 "Bulk Items" such as discarded furniture, furnishings, fixtures, rugs, carpeting, and one (1) cubic yard per week of building debris such as wood from "do-it-yourself" construction projects (provided that the CONTRACTOR shall not be required to pick-up any building debris generated by a construction, improvement, or renovation project of a hired building tradesman).

3.1.3 White Goods/Appliances, which shall mean any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both gas and electric), dehumidifiers, water heaters, furnaces, ovens, humidifiers, water softeners, trash compactors, and other similar large appliances as defined by Illinois and/or Federal Law.

3.2 Solid Waste Collection. The method of Solid Waste collection shall be as follows:

3.2.1 CONTRACTOR shall provide Carts or Dumpsters to Dwelling Units as follows. Single-family units shall be provided with one (1) 65-gallon Cart, or, at the request of residents, one (1) 95-gallon Cart. Two-flat buildings will be provided with one (1) 95-gallon Cart. Three-flat buildings will be provided with two (2) 95-gallon carts. Four-flat buildings will be provided with

one (1) 1-cubic yard Dumpster. Five-flat buildings will be provided with one (1) 1.5-cubic yard Dumpster. CONTRACTOR shall be responsible for maintaining all Carts and Dumpsters during the term of this Agreement, and for replacing any damaged or stolen Carts. All Carts and Dumpsters for Solid Waste collection shall remain the property of the CONTRACTOR.

3.2.2 All Solid Waste described in Section 3.1.1 shall be collected once per week from all Dwelling Units provided it is in a Cart or Dumpster and not left in piles on the ground. Should the volume of Solid Waste exceed the capacity of the Cart or Dumpster at a particular Dwelling Unit, then any additional waste materials shall be placed in a rigid thirty-two (32) gallon or smaller container or plastic bag ("Suitable Container") and affixed with a Prepaid Sticker (as defined in Section 3.3). Each individual Bulk Item and White Good must be marked with a Prepaid Sticker. Bulk Items may be placed in the Cart or Dumpster or Suitable Container, or they may be placed directly alongside the resident's other Solid Waste; provided, however, that the amount of rugs, carpeting or "do-it-yourself" construction debris shall not exceed 50 pounds per Dwelling Unit per week, and any rugs, carpeting or "do-it-yourself" construction debris placed directly alongside a resident's Cart or Dumpster must be firmly bundled, be of manageable size, and may not exceed four feet (4') in length. For purposes of this Agreement, an individual Bulk Item shall mean each separate piece of furniture, furnishing or fixture; and, each separate bundle of rugs, carpeting or "do-it-yourself" construction debris that is bundled according to the requirements of this Section. All such acceptable material for collection and disposal hereunder must be placed in, or in the case of Bulk Items placed directly alongside, the Cart in the alleys in the rear of the premises from which they are to be removed, or if there are no alleys, then from the street in front of said premises, or in the Dumpster located on the premises. White Goods/Appliances require a special collection from CONTRACTOR. Residents need to call 24 hours in advance for a special pick-up.

3.2.3 CONTRACTOR shall conduct its collection operations within the VILLAGE on a four-day schedule, Monday through Thursday, with Friday a make-up day for holiday weeks. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3.3 Prepaid Stickers. The CONTRACTOR shall deliver the Prepaid Stickers directly to the VILLAGE. The VILLAGE shall distribute the Prepaid Stickers to retail stores designated by the VILLAGE. These retail stores will sell the Prepaid Stickers to residents of the VILLAGE. Prepaid Stickers shall be sold in "packets", with each packet containing 500 Prepaid Stickers. VILLAGE must purchase Prepaid Stickers in whole packets. The CONTRACTOR shall sell the Prepaid Stickers to the VILLAGE at the scheduled rates included in Attachment A to this Agreement. All sales of Prepaid Stickers shall be final;

CONTRACTOR will not provide a refund or credit to either the retail stores or VILLAGE for any unused Prepaid Stickers.

3.4 Clean-Up Week. CONTRACTOR agrees to provide for a “Clean-Up Week” the third week of April for each calendar year during the term of this Agreement. CONTRACTOR, following its normal routes, shall collect Solid Waste from Dwelling Units each day of the Clean-Up Week, excluding Sundays. VILLAGE will be responsible for advertising the Clean-Up Week. During the Clean-Up Week, there will be no limit as to the amount of debris each resident may place out for pick-up, with the exception of construction debris, which shall be limited to the amount specified in Section 3.2.2. VILLAGE agrees to pay CONTRACTOR a monthly fee as specified in Attachment A for such “Clean-Up Week” services.

3.5 Village Sponsored Events. CONTRACTOR agrees to provide Solid Waste and Recyclable Material collection service for three (3) events sponsored by the Village each year during the term of this Agreement at no additional cost.

3.6 Municipal Buildings. CONTRACTOR shall provide weekly Solid Waste and Recyclable Materials collection to the following VILLAGE buildings at no extra charge: Village Hall, Public Safety Building; Parks and Recreation Building; Fire Department; Public Works Department; and, Library.

3.6 Christmas Tree Collection. For the two (2) week period following December 25 of each calendar year during the term of this Agreement, CONTRACTOR shall, on the same day as is regularly designated for Solid Waste collection at each Dwelling Unit, collect and dispose of residents’ Christmas trees and other “Holiday Debris”. The Christmas tree must be placed directly alongside the resident's Cart, with all ornaments removed. For the purposes of this Agreement, “Holiday Debris” shall include wrapping paper, gift boxes and other Solid Waste generated in connection with the Christmas holiday season and placed for collection in Suitable Containers; provided, however, that at no time shall Bulk Items be included in the definition of Holiday Debris. Dwelling Units with more than two (2) Suitable Containers of Holiday Debris will not be required to mark each additional container with a Prepaid Sticker. All Bulk Items, however, must still be marked with a Prepaid Sticker.

4. Landscape Waste Collection. CONTRACTOR shall collect and dispose of Landscape Waste separately from Solid Waste, as provided herein. The Landscape Waste collection season shall run from April 1 to November 30 each year during the term of this Agreement, except that in the first year services will commence on May 1, 2019. CONTRACTOR shall collect Landscape Waste once each week,

on the same day as is regularly designated for Solid Waste collection at each Dwelling Unit. CONTRACTOR shall collect any and all Landscape Waste which is properly placed in 30-gallon Kraft biodegradable paper bags (the "Paper Bags") or properly bundled and deposited at the curbside by householders residing in the VILLAGE. Paper Bags can be purchased by residents from local stores, and will not be provided by the CONTRACTOR. For the purpose of this Agreement, Landscape Waste shall be deemed to be properly placed in a Paper Bag if the following conditions are met: (a) the Paper Bag contains only Landscape Waste, and no other materials; (b) the Paper Bag is open or has been closed either by folding it over at the top, or by tying the bag with string, rope or twine which is made of natural fibers (although no string, rope or twine shall be supplied by the CONTRACTOR); (c) no other materials, such as wire, plastic or staples, have been used to close the Paper Bag; (d) the Landscape Waste fits completely within the Paper Bag, except for tree trimmings which may protrude no more than twelve inches (12") from the top of the bag; and, (e) the Paper Bag can be lifted by one man. Landscape Waste such as tree branches, bushes, and twigs may be bundled rather than placed in Paper Bags. Each such bundle must be firmly tied with string, rope or twine which is made of natural fibers (although no string, rope or twine shall be supplied by the CONTRACTOR). Each bundle must be of manageable size, not to exceed 35 pounds in weight, nor 4 feet (4') in length. The CONTRACTOR will not pick-up any Landscape Waste: (a) which is not properly placed in a Paper Bag or properly bundled; (b) which is placed in any bag or container other than the required Paper Bag, even if such other bag or container is compostable; or, (c) which is loose, stacked or improperly bundled. The CONTRACTOR will not pick-up any Paper Bags containing materials other than Landscape Waste.

4.1 Definition of "Landscape Waste". For the purposes of this Agreement, the term Landscape Waste shall be defined in accordance with Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270, or any successor to that provision. "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees. Notwithstanding the foregoing, the term Landscape Waste, as it is used herein, shall not include any shrubbery cuttings, tree limbs or similar materials that are larger than three inches (3") in diameter or more than four feet (4') in length.

5. Recyclable Materials Collection. CONTRACTOR, once each week, shall collect for recycling all tin, steel and aluminum cans, glass, newsprint, chipboard, corrugated cardboard, junk mail, glossy magazines, plastic (PETE #1, HDPE #2, PVC #3, LDPE #4 and PP #5 Plastics only), and such other recyclable materials as by mutual agreement with the VILLAGE have from time to time been included in the VILLAGE's recycling program (the "Recyclable Materials"), according to the terms herein. The

CONTRACTOR will pick up such Recyclable Materials as are deposited in recycling Carts from all Dwelling Units on the same day as Solid Waste is scheduled to be collected from such dwellings. The CONTRACTOR agrees to use its best efforts to sell all Recyclable Materials collected under this recycling program. No Recyclable Materials may be disposed at a landfill without the prior consent of the VILLAGE. The CONTRACTOR will retain all revenue derived from the sale of Recyclable Materials.

5.1. Recycling Carts. CONTRACTOR shall provide one (1) 65-gallon Cart designated for recycling to each Dwelling Unit that, as of May 1, 2019, does not have a VILLAGE-owned recycling Cart. For clarity, multi-family Dwelling Units will be provided with one (1) recycling Cart per building. All such CONTRACTOR-provided recycling Carts shall become the property of the Village on April 30, 2024. The VILLAGE shall pay a monthly rental fee for each CONTRACTOR-provided recycling Cart as specified in the rate schedule in Attachment A, which rental fee shall include the cost of maintaining the Cart. The CONTRACTOR shall also maintain VILLAGE-owned recycling Carts during the term of this Agreement for a monthly fee as specified in the rate schedule in Attachment A.

7. Hazardous Waste. All waste material to be collected and disposed of by CONTRACTOR, pursuant to this Agreement, is solid waste generated by residents, excluding radioactive, volatile, highly flammable, explosive, toxic or Hazardous Waste. The term "Hazardous Waste" shall include; but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended or applicable state law. CONTRACTOR shall acquire title to the Solid Waste, Landscape Waste and Recyclable Materials when it is loaded into CONTRACTOR'S trucks.

8. Definition of "Dwelling Unit". For the purposes of this Agreement, a "Dwelling Unit" shall mean a single-family unit within the VILLAGE or a multi-unit dwelling of 5 units or less and shall not include a commercial or industrial building.

9. Roll-off Container Service. CONTRACTOR shall provide 15-cubic yard and 30-cubic yard roll-off container service to the VILLAGE'S Public Works Department on an as-requested basis. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

10. Fall Leaf Program. As requested by the VILLAGE, CONTRACTOR shall provide labor and equipment to assist with the VILLAGE's annual fall leaf collection program, which typically runs for six (6) weeks, from the last week in October until the first Friday in December. The VILLAGE reserves the

right to specify the actual weeks of the leaf collection program. CONTRACTOR shall provide a packer collection vehicle, equipped with a loading pan, to facilitate the loading of leaves. The VILLAGE shall load leaves onto the pan using a front-end loader. CONTRACTOR shall haul and dispose of collected leaves. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

11. Shred/Tire/Electronic Waste Event. As requested by the VILLAGE, CONTRACTOR shall provide labor and equipment to assist with the VILLAGE's annual Shred-It Event. CONTRACTOR shall provide two (2) shredding trucks, a roll-off container for passenger vehicle tires, and a roll-off or other suitable container for electronic waste, and shall transport and dispose of collected materials. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

12. Electronic Waste Drop-off Program. CONTRACTOR shall provide a 30-cubic yard roll-off container or other suitable collection container for the VILLAGE's electronics waste drop-off facility on an as-requested basis. The VILLAGE will be responsible for segregating materials into Gaylord boxes and placing them into the collection container. The CONTRACTOR will transport the collection container to an electronic waste processor for recycling. The VILLAGE shall be separately invoiced for these services using the rate schedule in Attachment A.

13. Reporting. Each year during the term of this Agreement, CONTRACTOR shall submit an annual report with its April invoice which shows monthly quantities of Solid Waste, Landscape Waste and Recyclable Materials collected over the preceding twelve (12) months. The report shall also document tonnages of Solid Waste collected during the Clean-up Week event, as well as tonnages of Solid Waste collected in each of the three (3) weeks immediately preceding the Clean-Up Week event. CONTRACTOR agrees to provide other waste quantity data as reasonably requested by the VILLAGE, including quantities of materials collected pursuant to Sections 9-12 of this Agreement..

14. Waste from Commercial or Industrial Businesses. The CONTRACTOR shall not be obligated, under the terms of this contract, to collect and dispose of garbage from any commercial or industrial firm or business; but, the CONTRACTOR may and is hereby granted the right to contract with any commercial or industrial firm or business, within the VILLAGE, for the collection and disposal of its garbage and refuse.

15. Execution of Services. It is expressly understood and agreed that the CONTRACTOR'S work hereunder shall be done in a thorough and workmanlike manner, without detailed supervision by the VILLAGE. Any questions or disputes relating to the number of units, quality of work performed, character of material to be removed, sufficiency of containers, and similar questions shall be determined by the mutual agreement of the CONTRACTOR and VILLAGE. All loss or damage arising out of the nature of the work done, or from any detention or unforeseen obstruction which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the CONTRACTOR. VILLAGE agrees that in case it terminates this Agreement for convenience before the term stated herein has expired, VILLAGE will pay to CONTRACTOR as liquidated damages twelve (12) times the average monthly invoice amount charged to VILLAGE; such sum being agreed on by the parties hereto as the amount to which CONTRACTOR will be damaged by termination of this Agreement.

16. VILLAGE'S Right to Preferential Treatment. It is expressly understood that if there is a lack of transfer station capacity in the Chicago-metropolitan region during the term of the Agreement, the CONTRACTOR will give the VILLAGE preferential treatment at its solid waste transfer facility. "Preferential" herein defined as the accepting of the VILLAGE'S material prior to the accepting of any material from outside contractors.

17. Disposal Guarantee. During the term of this Agreement, CONTRACTOR will guarantee the legal disposal of all the VILLAGE'S waste material collected. This guarantee will be in the form of landfill space owned, operated, licensed, or contracted to CONTRACTOR or one of its subsidiaries. CONTRACTOR will have access to this space to the extent necessary, but not limited to, the volumes which are expected out of the VILLAGE during the term of the Agreement.

18. Indemnification of VILLAGE; Insurance; Performance Bond. The CONTRACTOR will be responsible for all substantiated damage to public or private property, including that of the VILLAGE, and for all corroborated accidents which occur or are claimed to occur because of the willfulness or negligence of the CONTRACTOR, its officials, agents, servants and employees, or either of them; and, the CONTRACTOR hereby agrees to indemnify and protect the VILLAGE from any and all suits, claims and actions brought against it, including the cost of defending same, and all cost or damage which the VILLAGE may be put to by reason of injury or damage, or alleged injury or damage, to persons or property in the acceptance of CONTRACTOR'S proposal, execution of this Agreement, or in any way connected with all actions of CONTRACTOR'S performance of said work or otherwise.

During the term of the Agreement the CONTRACTOR will, at its own expense, have in effect the insurance coverages listed below.

18.1 Commercial General Liability.

18.1.1 Coverage shall include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate with defense outside the limits. Any aggregate limit must apply per project/per location and must be unimpaired.

18.1.2 The policy shall include VILLAGE and its officers, directors and employees as additional insureds under ISO form #CG2010 (11/85) or its equivalent.

18.1.3 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by the VILLAGE and its officers, directors and employees.

18.1.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE under ISO form #CG2404 or its equivalent.

18.1.5 The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion.

18.1.6 Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

18.1.7 Products and completed operations coverage must be maintained for a period of 2 years after final completion of the work.

18.2 Worker's Compensation Liability.

18.2.1 Workers compensation coverage shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational diseases provisions.

18.2.2 Employers liability coverage shall include:

- \$500,000 Bodily injury by accident - each accident
- \$500,000 Bodily injury by disease – each employee
- \$500,000 Bodily injury by disease – policy limit

18.2.3 The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.

18.2.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE under form #WC000313 or its equivalent.

18.3 Automobile Liability:

18.3.1 Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.

18.3.2 The policy shall include VILLAGE and its officers, directors and employees as additional insureds under ISO form #CG2026 or its equivalent.

18.3.3 The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by VILLAGE and its officers, directors and employees.

18.3.4 The policy shall include a waiver of subrogation endorsement in favor of VILLAGE.

18.4 Umbrella Liability:

18.4.1 Coverage excess of general liability, auto liability and employer's liability in an amount of at least \$9,000,000 per occurrence with defense outside the limit.

18.5 Conditions Applying to All Coverages.

18.5.1 Any changes to the coverages required must be authorized in advance by VILLAGE and be documented in writing.

18.5.2 The certificate shall provide that 60 days prior written notice of cancellation be given to VILLAGE. The wording "endeavor to...but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" should be stricken from the Acord certificate form.

18.5.3 All coverages must be in a company approved to do business in the State of Illinois and carrying a rating of at least A X by A.M. Best's. Coverages for subcontractors must have a carrier rating of at least A- VIII by A.M. Best's.

18.5.4 Prior to commencing services, CONTRACTOR shall furnish to the Clerk of the VILLAGE certificates of insurance showing VILLAGE as an additional insured thereunder, and if the CONTRACTOR fails to supply said certificates of insurance, or in the event said policies lapse

and are not renewed, or are cancelled, then in that event, this Agreement shall thereupon cease and be of no force or effect whatsoever at the election of the VILLAGE. CONTRACTOR shall deliver certificates of renewal no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

18.5.5 The CONTRACTOR understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, directors and employees as herein provided.

18.6 Performance Bond. CONTRACTOR shall furnish a performance bond for the faithful performance of this Agreement, said performance bond to be executed by a responsible surety company rated AAA or better by A.M. Best's. The bond shall be in the penal sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) for the period of this Agreement, including any renewal thereof. The performance bond shall be conditioned upon the faithful performance by the CONTRACTOR of its obligations under this Agreement and upon its full compliance with all applicable laws, ordinances and regulations. Said performance bond shall indemnify the VILLAGE against any loss resulting from any breach or failure of performance by the CONTRACTOR.

19. Removal of CONTRACTOR'S Employees. Any person employed on the work by the CONTRACTOR who shall be deemed by the VILLAGE to be incompetent in performing his or her duties or who shall be guilty of disorderly conduct, or who shall trespass on any public or private property, within the VILLAGE, shall be removed forthwith from the work by the CONTRACTOR when so requested by the VILLAGE in writing.

20. Equipment Used by CONTRACTOR. The CONTRACTOR agrees that, during the term of this Agreement, it will use equipment comparable with the present equipment used by the CONTRACTOR in performance of similar work; and, it is agreed by the CONTRACTOR, that all equipment used by it in the performance of its work shall be fully covered or enclosed.

21. Missed Scheduled Collection; Receipt of Complaints. In case of missed scheduled collection, CONTRACTOR shall arrange for pick-up of said garbage and refuse within twenty-four (24) hours after a valid complaint is received. In the event a scheduled collection is missed due to a holiday, inclement weather or other Act of God, no complaint shall be necessary to implement CONTRACTOR'S obligation to reschedule collection within twenty-four (24) hours after the missed collection.

CONTRACTOR shall maintain a telephone for receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 4:30 p.m.

22. Exclusive Right to Provide Waste Collection Services. The VILLAGE hereby agrees that during the term of this Agreement, and so long as CONTRACTOR is faithfully performing its duties, covenants and obligations hereunder without breach or default, the VILLAGE will not enter into any other Agreement for the removal of any or all of the Solid Waste, Landscape Waste or Recyclable Materials from Dwelling Units within the VILLAGE.

23. Renewal Option. The VILLAGE shall have the option to extend the term for an additional five (5) years on the same terms and conditions provided herein, except for the monthly collection rates and sticker prices, which shall be mutually agreed upon by the parties, by providing written notice to CONTRACTOR at least thirty (30) days before expiration of the term.

24. Compliance With All Laws. The CONTRACTOR agrees with the VILLAGE that the CONTRACTOR will, at all times during the terms of this Agreement or any renewal or extensions thereof, comply with all applicable Federal and State laws and regulations concerning the operation of its business, fair employment practices and non-discrimination based on race, color or creed.

25. Change in Law. The parties agree to negotiate an adjustment to the Solid Waste, Recyclable Material and Landscape Waste collection and disposal fee for CONTRACTOR'S performance of future services under this Agreement in the event that there is any change in CONTRACTOR'S operating costs due to newly enacted taxes, fees, or surcharges imposed by local, state or federal governments. Upon the happening of such an event, CONTRACTOR or VILLAGE shall notify the other party in writing of its request to negotiate an adjustment to the Solid Waste, Recyclable Material and Landscape Waste collection fees, and shall submit documentation of the change in cost it anticipates as a result of such event. The parties shall have sixty (60) days from the date that notice is so delivered in which to agree mutually on an adjustment to the fee for CONTRACTOR'S performance of future services under this Agreement. If the parties do not agree on an adjustment within said 60-day period, then at the end of said period, the adjustment hereunder shall be submitted to arbitration before the American Arbitration Association in Chicago, Illinois.

26. Force Majeure. The obligations of the CONTRACTOR hereunder shall be suspended in the event the collection, transportation or disposal of waste is prevented by a cause or causes beyond the reasonable control of the Contractor. Such cause shall include, but not limited to, acts of nature, acts of war, labor strike or work stoppage, riot, fire, flood or acts of sabotage or terrorism. In the event any of the foregoing occurs the Contractor asserts a right to suspend performance. Under this Section, the Contractor shall: (a) within a reasonable time after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended and the anticipated duration of suspension; and, (b) advise the Village when the suspending event has ended and when performance will be resumed, which in no event shall be longer than ten (10) days. Once the suspending event ends, the Contractor will promptly resume performance. Subject to the foregoing, the Village shall only pay Contractor for services actually provided, and if there is a suspension in the Contractor's performance of work, the monthly collection fees in Section 2 of this Agreement shall be reduced in proportion to the time that services are not provided.

27. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns. The VILLAGE reserves the right to approve the use of subcontractors to complete any portion of the services under this Agreement. Except as otherwise provided herein, this Agreement sets forth the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings between the parties. This Agreement may be amended or terminated only by a written instrument executed by the parties hereto. This Agreement shall remain in effect until all the obligations, duties and provisions set forth herein shall be fully performed and satisfied. Any waiver by either party of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach thereof. Whenever the context requires or permits, the gender and the plural and singular forms of words shall be interchangeable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by their respective Officers thereunto duly authorized, and their corporate seals hereto affixed, all as of the day and year first above written.

VILLAGE OF ELMWOOD PARK

CONTRACTOR

Village President

(Title)

ATTEST:

Village Clerk

(Title)

ATTACHMENT A
RATE SCHEDULES
(TO BE INSERTED FROM CONTRACTOR PROPOSAL)

APPENDIX E. COLLECTION ZONE MAP

REQUEST FOR PROPOSALS

FOR

**RESIDENTIAL MUNICIPAL WASTE,
RECYCLING AND LANDSCAPE WASTE
COLLECTION SERVICES**



**Village of
Elmwood Park**

