

**VILLAGE OF HINSDALE**

**19 E. Chicago Ave.**

**Hinsdale, IL 60521**

**(630) 789-7000**

**REQUEST FOR PROPOSAL**

**Refuse, Recycling, and Yard Waste Collection Services**

**October 6, 2017**

## Request for Proposals

*Notice – published in The Daily Herald October 8, 2017:*

### **VILLAGE OF HINSDALE, IL INVITATION FOR RFP FOR REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICES – RFP #1636**

#### **NOTICE TO CONTRACTORS**

NOTICE IS HEREBY GIVEN by the Village of Hinsdale, DuPage and Cook Counties and State of Illinois that proposals will be received for RFP No. 1636, Refuse, Recycling and Yard Waste Collection Services.

Sealed proposals for RFP No. 1636, Refuse, Recycling and Yard Waste Collection Services will be accepted at the Village of Hinsdale Village Hall, 19 East Chicago Avenue, Hinsdale, Illinois 60521, until 12:00 pm, Friday, November 10, 2017. The Village will review proposals and notify all contractors of proposal results. Any proposals received later than the stipulated time will be returned unopened. The scope of work consists of collecting and properly disposing of recycle and refuse within the Village of Hinsdale, including yard waste. The Village of Hinsdale is soliciting three year pricing for this service.

Proposals are to be in sealed envelopes, plainly marked: **“REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICES #1636 – DO NOT OPEN”**. Please address the envelopes to the **VILLAGE OF HINSDALE, 19 E. CHICAGO AVENUE, HINSDALE, ILLINOIS, 60521**. The effective date of the contract will be 5/1/18 through 4/30/21 with the expectation of a three (3) year agreement and the option to renew for an additional two (2) years.

Specifications, instructions and proposal forms are available and may be obtained from the Village Hall located at 19 E. Chicago Ave., Hinsdale, Illinois, during regular business hours (8:00 am – 4:30 pm) and will be available on the Village’s website at [www.villageofhinsdale.org](http://www.villageofhinsdale.org).

All proposals must be submitted on the forms provided by the Village and must be accompanied by a bank cashier’s check, bid bond, or certified check in the amount of \$5,000.

The Village reserves the right to reject any and all proposals, or to waive any irregularities or any informalities when such waiver would not be detrimental to the best interest of the Village and would not prejudice the bidding process.

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## **A. Overview**

### **1. Request for Proposals**

The Village of Hinsdale (hereinafter "Village"), located in DuPage and Cook County, Illinois, is seeking proposals for the provision of professional services for residential refuse, recyclables and yard waste collection services. The Village wishes to provide residents with comprehensive, high quality refuse, recycling and yard waste collection services. The Village intends to enter into a contract with a qualified and responsible firm for such services, and accordingly are furnishing herein a set of specifications by which such proposals shall be judged. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

### **2. Contract**

It is the express intent of the Village to enter into an exclusive scavenger contract agreement (hereinafter "Agreement") for single family detached residential collection, single family attached residential and municipal collection in the Village of Hinsdale. The Agreement shall not include commercial, industrial or institutional properties within the Village of Hinsdale.

### **3. Proposal Delivery Procedures**

Sealed proposals shall be delivered to Administration Manager, Emily Wagner in the Village Manager's Office at the Village of Hinsdale Village Hall, 19 E. Chicago Ave, Hinsdale, IL 60521 by no later than **12:00 P.M., on Friday, November 10, 2017.** Sealed envelopes should be clearly labeled, "**REFUSE, RECYCLE AND YARD WASTE COLLECTION SERVICES #1636 – DO NOT OPEN**" with the following information: Contractor's name and address, date and time. One original and five (5) photocopies of the proposal should be furnished, along with the \$5,000 security deposit. If sent by mail, the sealed envelope containing the proposal 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. The Administration Manager, Emily Wagner, whose duty it will be to receive the proposals, will announce when the specified time has arrived and no proposal received thereafter shall be considered. No responsibility shall be attached to the employee receiving the proposals or the Village of Hinsdale for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the above specified date and 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 methods used. Mailed proposals that are delivered after the specified date and time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile ("fax") machine and electronic (email) transmitted proposals shall not be accepted, nor will the Village transmit RFP documents to prospective Contractors by way of a facsimile machine or electronically except for any addenda issued as specified in Paragraph 8 of this Overview. The Village may utilize electronic document delivery for transmitting RFP documents as well as addenda issued.

### **4. Withdrawals; Declinations**

A written request for the withdrawal of a proposal may be granted and security deposit returned if the request is received by the Village prior to the specified date and time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal for a period of ninety (90) days, and such proposal will be binding during that time. Should a contractor withdraw its proposal after the opening, the security shall be forfeited.

## 5. Non-Acceptance of Proposals

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Village or State, upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or has failed to faithfully perform any previous Agreement with the Village.

## 6. Proposal Opening Procedures

The opening of all proposals shall commence within a few minutes of the stated delivery date and time referred to in paragraph 3. The Village shall then take all proposals under review.

## 7. Competency of Contractors

The opening and reading or posting of proposals shall not be construed as the acceptance by the Village of the Contractors as being qualified, responsible candidates. The Village reserves the right to determine the competence, financial and operational capacity of any contractor. Upon request of the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications herein. The Village shall unequivocally be the sole and final judge of such competency, and their decision shall be final and not subject to recourse by any person, firm or corporation.

## 8. Pre-proposal Meeting; Addenda

A Pre-proposal meeting will be held for the purposes of familiarizing all Contractors with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification of the RFP documents. This meeting will occur at **9:00 AM, on Tuesday, October 17, 2017** in the Village Hall Board Room, 19 E. Chicago Ave., Hinsdale, IL 60521. **Attendance at this meeting by contractors is mandatory and should be considered a crucial component in the preparation of a comprehensive proposal.**

Any questions that arise after that time must be made in writing, and shall be addressed to Administration Manager Emily Wagner and sent by email to [ewagner@villageofhinsdale.org](mailto:ewagner@villageofhinsdale.org) or by fax to 630-789-7015. The written questions, along with the Village's responses, will be circulated to all known potential Contractors without identifying the party submitting the questions. The deadline for receiving additional questions shall be **9:00 A.M. on Monday, October 23, 2017**, in order to facilitate preparation of any addenda. No inquiry received after that time shall be given consideration. Replies and/or addenda will be faxed or emailed to all known potential Contractors shortly thereafter. Receipt of any addenda must be acknowledged in writing as a part of a proposal. Contractors shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt by the Contractor for any addenda.

## 9. Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions and specifications. Contractors are expected to fully inform themselves about the conditions and requirements of the services to be provided. Failure to do so is at the Contractors' own risk. No plea of error or plea of ignorance by the Contractor of the 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 verifying 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.

## 10. Proposal Security

Each proposal shall be accompanied by a security deposit which shall be in the form of a certified check or bank's cashier check in the amount of five thousand dollars (\$5,000), made payable to the Village of Hinsdale. Proposals submitted without the required security shall be rejected.

After formal written notification by the Village that an Agreement has been established, 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 contract and submit the required 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 required performance bond has been furnished;

(b) proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished and the agreement has been executed by the successful Contractor, at which time the checks will be promptly returned to the unsuccessful contractors.

#### **11. Statement of Certification**

A statement of certification, page 33, 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.

#### **12. Rejection Waiver**

The Village reserves the right to waive any technicalities or award in part or in whole or to not award at all, reject any and all bids, waive technicalities or irregularities, and may order a re-advertisement for new bids or whatever is in the best interest of the Village.

#### **13. Award of Contract Agreement**

Upon the concurrence of the Village, the Contract Agreement will be awarded to the most responsive and responsible Contractor whose proposal is most advantageous to the Village. Price, conformance to specifications, and other performance factors will be considered as elements of a responsible proposal at the sole discretion of the Village.

### ***B. General Information***

#### **1. Purpose of this Section**

This Section contains general information. Descriptions of the current refuse, recyclables, and yard waste collection programs are provided only as an orientation.

#### **2. Description of the Village of Hinsdale**

The Village of Hinsdale is a suburban, residential community in DuPage and Cook Counties with a current population of approximately 17,000 residents. The Village's solid waste contract is anticipated to cover approximately 4,663 housing units. There are currently 66 lane miles of streets in the Village. The total area of the Village is approximately 5 square miles.

#### **3. Description of the Village's Current Recycling, Refuse and Yard Waste Collection Program**

Rear door refuse and curbside yard waste and recycling services are currently provided on a "Once Per Week" basis depending on the location. All locations north of the Burlington Northern Santa Fe (BNSF) railroad tracks are collected on Thursday and locations south of the tracks are collected on Monday. Refuse, recycling and yard waste services are done on the same collection day. Residents do have the

option for an additional refuse collection, that is, "Twice Per Week Refuse Collection" which is done on the alternate date of collection. If normal pick-up is done on Thursday, the second pick-up will be on Monday and vice versa.

**The Village requests the Contractor provide the same pick up schedule that is currently in place.** The current schedule is strongly preferred, however, proposals that deviate from the current schedule may be considered.

Recycling is collected curbside once each week with service on the primary day that solid waste is collected in that portion of the Village (either Monday or Thursday depending on location).

Yard waste is collected curbside once each week with service on the primary day that refuse is collected in that portion of the Village (either Monday or Thursday depending on location). Yard waste bags require the use of yard waste stickers. The Contractor collects yard waste commencing each year on the week including April 1 and continuing through the week including November 30.

**The Contractor is responsible for the unlimited collection of leaves in paper yard waste bags without stickers for six (6) consecutive weeks in the fall designated by the Director of Public Services.**

Residents have the option to purchase their own toter up to 35 gallons. 65 and 95 gallon toters are available to rent by the current contractor for refuse. 65 gallon toters are provided by the contractor for recycling and residents have the option to rent an additional toter for yard waste or use a yard waste bag and sticker.

#### a) Refuse and Yard Waste

Contractor shall be paid for all collection of landscape waste through the advance sale of stickers to be affixed to cans, bags, and bundles of landscape waste to be collected. Under the current program, the same sticker that is used for refuse and bulk items also is used for landscape waste. Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.

Between January 1, 2016, and December 31, 2016, an average of 444 tons of refuse per month was collected and disposed of through the Village's current contract according to our current Contractor.

Between April 1, 2016, and December 31, 2016, approximately 563 tons of yard waste was collected in Hinsdale according to our current Contractor.

#### b) Recycling

Recycling collection is based on a monthly fee which is included in the residents' monthly refuse collection bill. Between January 1, 2016, and December 31, 2016, an average of 202 tons of recyclables per month were collected in Hinsdale according to our current Contractor.

### **C. General Instructions**

#### **1. Proposal Package**

Specifications for the refuse program are included in this RFP package (Section F). It is intended that the entire RFP, excluding the alternates for the refuse program that are not selected, shall become part of a written and signed Agreement with the successful Contractor.

#### **2. Format for Submissions**



A properly prepared proposal shall consist of all price quotation sheets and a narrative presentation (the length of which shall be at the Contractor's discretion), accompanied by a signed cover letter of submittal on the contractor's letterhead. The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature. The narrative may comment on any specification or part of the RFP documents. Failure to submit all of the required information may result in the disqualification of the contractor from consideration.

All blanks on the price quotation sheets and schedules must be correctly filled in, using ink or entered in typed form. Any erasures 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 commodity or service alternative, each relevant blank on the price quotation sheets must have the words "No quotation" entered thereupon.

All commentary in the narrative where the Contractor addresses specifications, should refer to the Section and subsection letter number (i.e. C-23) where appropriate, and should be discussed sequentially insofar as is possible.

Contractors are encouraged to fill out alternative pricing for services outlined in pages 54 through 58. Alternative pricing options include:

- (a) Weekly Curbside Pickup of E-Waste #1 – The service of picking up small, medium and large electronics simultaneous to refuse and recycling collection using yard waste stickers.
- (b) Spring Cleaning Event #2 – An annual spring cleaning date may be agreed upon by the Contractor and the Village. Spring cleaning will allow for an annual collection of large items and bulk refuse on said agreed upon date free of additional charge or stickers.
- (c) Senior Discount #3 – Residents 65 and older will receive a discounted rate for refuse and recycling services.
- (d) Automated Curbside Pickup #4 – Curbside pickup for all refuse, recycling and yard waste.

### **3. Minimum Specifications; Deviations**

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

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations.

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

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 such alternatives and deviations prior to reaching a decision on the awarding of an 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.

The RFP documents clearly identify certain issues where the Village has left specification language open, or where the Village will consider alternatives. In these areas, the Village is instead soliciting

proposals for further consideration, and may include specification language in some form in this Agreement. However, the Village reserves the right to determine which specification language will be included in this Agreement.

#### **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 service required to be provided under the enclosed specifications, including, but not limited to, types of housing, population density, roads, traffic patterns, collection procedures required, labor required, and all other factors which would affect execution and completion of the work covered by this proposal.

The Village street map enclosed with these RFP documents outlines the corporate boundaries of the Village. Any changes to the boundaries or service areas as the result of events including, but not limited to, annexations; zoning actions; site plan approvals; or construction, shall be communicated to the Contractor by the Village and be included in the Agreement, at the current price then in effect per the terms of the contract.

#### **5. Contractor Information**

The following information should be included in the submission.

(a) A list of municipalities in the State of Illinois for which the Contractor furnishes or has furnished refuse, recyclables, and/or yard waste collection for a period of the last three years. Refuse programs should indicate if any are pay-per-bag (basic or modified) or flat rate programs, as well as the additional information requested on the Village's form. Use the form provided, see page 34.

(b) A statement guaranteeing that all recyclables shall be delivered to the nearest Intermediate Processing Facility (IPF) or other site as determined by the Contractor. Use the form provided, see page 35 and 36.

(c) A qualification statement. Use the form provided, see pages 37 through 38. Contractors should use extra copies of schedules or supplemental sheets as necessary to supply information.

#### ***D. General Specifications***

**The following are General Specifications which shall be incorporated and made a part of any Agreement awarded.**

##### **1. Intent**

It is the intent of this Agreement to obtain throughout its term clean, courteous, well-scheduled, and well-executed collection and disposal or processing of refuse, recyclables, and yard waste and/or leaf waste from properties in the Village of Hinsdale. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this Agreement is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

##### **2. Definitions**

For the purposes of this Agreement, definitions of certain terms shall be as listed below. Other terms shall be as defined within applicable subsections.

(a) "Refuse" shall mean all discarded and unwanted putrescible and nonputrescible household and kitchen wastes, including but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually defined as "garbage"; and all combustible

and non-combustible waste materials resulting from the usual routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; metal; paper of all types, including newspapers, books, magazine, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures, household appliances of all kinds; tire, textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example, "yard waste").

(b) "Recyclables" or Recyclable Material(s) shall mean at a minimum brown glass containers; green glass containers; clear glass containers; file stock; newspaper; junk mail; magazines and catalogs, plain and glossy; white ledger paper; colored ledger paper; mixed paper; directories; computer paper; telephone books; #6 newsprint; #8 newsprint; fiber egg cartons; flattened cardboard, plain and corrugated; empty aerosol cans; chipboard; 6- and 12-pack rings; carrier stock; pigmented PETE #1; clear PETE #1; natural HDPE #2; pigmented HDPE #2; PVC #3; LDPE #4 bottles and containers; PP #5 bottles; #7 bottles; #6 plastics excluding Styrofoam packing peanuts; aluminum cans; clean aluminum foil; clean pie plates; empty steel cans; empty bi-metal cans; milk and juice cartons and boxes, in addition to any other items which the Intermediate Processing Facility (IPF) may add to their list of items accepted at the facility. The Contractor has the option to select an IPF under the terms of this contract. The Contractor must attach a listing of the recyclables accepted by the IPF, which must at least equal the items accepted by the DuPage County IPF, if still operational.

(c) "Yard waste" (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants, flowers, weeds, tree droppings (for example, pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard waste and shall be disposed of as refuse, unless the composting facility will accept it.

(d) "Leaf Waste" (also known and treated as "Yard Waste") shall mean only leaves accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees, and gardens during the seasonal changes.

(e) "Household Construction and Demolition Debris" or "Debris" shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including, but not limited to drywall, plywood, and paneling pieces, lumber, and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight. Materials not conforming shall not be considered as household construction and demolition debris, and shall be subject to special collection requirements as specified in Paragraph 36.

(f) "Stop" shall have different meanings, as follows:

(1) For the purposes of collection from any single family detached, duplex, and single family attached (townhouse) or multi-family dwellings of six (6) units or less, which are not located within a complex in which refuse generated from the residents is placed in a common waste container (i.e. dumpster or roll-off); the term "stop" shall be synonymous with the term "household". In this instance, single households will be counted for the purpose of defining the extent of the collection services to be provided and of determining the amount of refuse, recyclables, and yard waste to be collected.

(2) For the purposes of collection from any multi-family dwellings serviced by a common waste container (i.e. dumpster or roll-off); the term "stop" shall be synonymous with the term "refuse area" (i.e. partially enclosed area where dumpsters are placed - most complexes have several designated "refuse areas"). In this instance, single "refuse areas" will be counted for the purpose of defining the extent of collection services to be provided and of determining the amount of refuse, and recyclables collected.

(g) "Curbside" shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

(h) "Back Door Pick-Up" shall mean waste containers that are clearly visible, placed above ground level, are clearly accessible by a clear paved route and are located at the rear of a residence.

(i) "Large Household Item" (also known as "bulk item") shall mean any discarded and unwanted large household appliances and furnishings, including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, furnaces, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas, and similar furniture. All "white goods" including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls) shall fit within this definition.

(j) "Disposal Unit" shall have different meanings as follows:

(1) For the purposes of refuse collection, a "disposal unit" shall mean one (1) water-tight plastic reusable waste container with handles. Household construction and demolition debris as is herein defined in subsection (e) is to be considered a disposal unit.

(2) For the purposes of yard waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply, fifty (50) pound wet-strength Kraft, or similar, paper bag designed for yard waste collection not to exceed thirty-five (35) gallons in capacity and fifty (50) pounds in weight, containing "yard waste" as herein defined, or one (1) water-tight metal or plastic reusable waste container with handles, no larger than thirty-five (35) gallons in capacity or fifty (50) pounds in weight and clearly marked "yard waste", or one (1) securely tied bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length, and is manageable by one (1) person.

### **3. Scope of Work**

The Contractor shall be the exclusive refuse, recycling and yard waste collector for single family attached and detached residences (hereinafter referred to as single family) within the Village boundaries.

The Contractor shall be responsible for everything required to be performed, and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste, and make all of the necessary arrangements for the delivery of all recyclables to the Intermediate Processing Facility (IPF). The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of this contract, subject to all individual Village codes and ordinances governing private refuse collectors generally, and providing that such operations shall not interfere with the satisfactory carrying out of the work under this Agreement. Any contracts between the Contractor and businesses, institutions, and agencies shall covenant that said contract shall not interfere with the terms and conditions set forth under this Agreement.

The Contractor shall be responsible for 17 park locations with multiple weekly pick-ups depending on seasonal activities, nine municipal building locations and approximately 43 refuse cans in the Central Business District primarily three (3) days per week. The Contractor shall also provide sixty (60) roll off dumpsters per contract year to be staged at the Public Services facility. Collection schedule and Location maps are depicted in pages 40 through 51.

#### **4. Agreement Term**

The initial term of this Agreement will be three (3) years commencing on 5/1/18 after the Agreement is approved by the Village President and Board of Trustees. The agreement shall remain in full force and effect through midnight at the end of the three (3) year period, on 4/30/21. At the expiration of the three (3) year term, an extension of up to two (2) years can be mutually agreed upon. If such an extension is desired by the Village, the Contractor will be notified no later than 180 days before the expiration of the initial three (3) year term.

Commencing not less than six (6) months (180 days) prior to any extensions of this Agreement beyond the included options, the Village and the contractor may engage in good faith negotiations to develop rates attributable to the two (2) forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least one hundred twenty (120) days prior to the expiration date of this Agreement. In that case, the Agreement will terminate at midnight at the end of the original term.

#### **5. Compliance with Applicable Laws, Ordinances, and Regulations**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations governing the collection, disposal, and processing of refuse, recyclables, and yard waste during the term of this Agreement.

#### **6. Taxes, Licenses, Permits, and Certificates**

The contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this Agreement. By law, the Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

Immediately upon the awarding of this Agreement, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the Village, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

#### **7. Performance Bond**

The Contractor shall initially post, and on each anniversary of the effective date of this Agreement, including renewal period or periods, renew a Performance Bond which shall, at all times, be in an amount of at least the sum of billing receipts anticipated collected during the succeeding six (6) month period under the Agreement. Said bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney.

The successful Contractor shall furnish the performance bond within ten (10) days of the awarding of this Agreement. An Agreement shall not be signed until the bond is received and is reviewed for acceptability by the Village Attorney. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and the award of the Agreement to another Contractor.

#### **8. Independent Contractor**

The Contractor shall be deemed to be an independent contractor, solely responsible for the control and payment of its employees and compliance with all applicable Federal, State, and local laws.

## 9. Non-assignment

The Contractor shall not assign or subcontract this Agreement or the work thereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, but the Contractor may perform its obligations thereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

## 10. Insurance

Certificates of Insurance and Additional Insured Endorsement shall be presented to the Village within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted Agreement, it being understood and agreed that the Village will not approve and execute the Agreement nor will the bid guarantee be returned until acceptable insurance certificates are received and approved by the Village.

The Contractor shall maintain for the duration of the agreement, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois and having a rating of at least A and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of \$500,000.00 (the "Bond") or (b) a straight irrevocable letter of credit in the amount of \$500,000.00 from a bank with principal offices in the Chicago Metropolitan area and acceptable to the Village and a form approved by the Village. Such insurance will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub Vendor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A Contractor or permittee shall maintain insurance with limits no less than:

- A. General Liability - in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the vendor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form 15 Property Damage Endorsement.

Each Person	\$ 5,000,000
Each Occurrence	\$ 5,000,000

- B. Automobile Liability (if applicable) - shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Property Damage	\$ 1,000,000
Bodily Injury or Death per Person	\$ 1,000,000
Each Occurrence	\$ 2,000,000

- C. Worker's Compensation and Employer's Liability - covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- D. Property Damage – All other property damage not caused by an automobile shall be covered.

Property Damage \$ 2,500,000

Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

Any deductibles or self-insured retention must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductible or self-insured retention as respects the Village, its officers, officials, employees and volunteers; or the Insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses to the extent of such deductible or self-insured retention.

The policies shall contain, or be endorsed to contain, the following provisions:

E. General Liability and Automobile Liability Coverage -

- (1) The Village, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Insured; premises owned, occupied or used by the Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees volunteers or agents.
- (2) The Contractor's insurance coverage shall be primary insurance as respects the Village, its officers, officials, employees, volunteers and agents. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers or agents shall be in excess of the Insured's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officers, officials, employees, volunteers or agents.
- (4) The Contractor's insurance shall apply separately to each covered party against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

F. Worker's Compensation and Employer's Liability Coverage

The policy shall waive all rights of subrogation against the Village, its officers, officials, employees, volunteers and agents for losses arising from work performed by the insured for the Village.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail has been given to the Village. Each insurance policy shall name the Village, its officers, officials and employees, volunteers and agents as additional insureds. Insurance is to be placed with insurers with a Best's rating of no less than VII.

The Contractor shall furnish the Village with certificates of insurance and with original endorsements effecting coverage required by this provision. The certificate and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the Village and shall be subject to approval by the Village Attorney before work commences. The Village reserves the right to require complete, certified copies of all required insurance policies, at any time.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### **11. Accident Prevention and Notification**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work under this Agreement. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and work safety training.

In the event of accidents of any kind which involve the general public and/or private or public property in the Village, the Contractor shall immediately notify the Village.

Upon request of the Village, the Contractor shall provide such accounting of details and/or copy of written accident report as the Village may require.

#### **12. Damage**

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor, including, but not limited to waste receptacles, sod, mailboxes, or recycling bins, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. The Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

#### **13. Employees and Conduct**

The Contractor shall undertake to perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of any controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this Agreement.

In the event that any of the Contractor's employees are deemed by the Village to be unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Village, the Contractor shall remove such employee from work within the Village and furnish a suitable and competent replacement employee.



The Contractor's drivers and crew members shall be attired at all times in a neat, professional manner. All permanent collection employees shall be required to wear a work uniform. Said uniform shall include a shirt or jacket that clearly indicates that the employee is employed by the Contractor. The Village has the right to require or define what shall be considered suitable work clothes for collection employees.

All vehicle operators shall carry valid Illinois State driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

#### **14. Non-Performance; Default**

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the Village shall reserve the right to determine if there has not been sufficient cause to justify such lack of observance. If in the Village's judgment sufficient cause has not been demonstrated, then the Village shall serve notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this Agreement shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not made the necessary correction, the Village shall take such steps as are necessary to furnish services according to the collection requirements provided for in this Agreement. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Village further reserves the right to terminate this Agreement in the event of non-performance or default.

#### **15. Indemnity**

The Contractor shall indemnify, defend, save, and hold harmless the Village, individually and collectively, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the village may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from arising out of, in connection with, or pursuant to this Agreement, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor further agrees to indemnify, defend and hold harmless the Village from all liability (including attorneys fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under this Agreement after the date hereof of the Village's waste materials.

For purposes of this indemnification, "Facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the Village, its agents, or employees.

## **16. Safety**

The contractor and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

## **17. Equal Opportunity**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

## **18. Employment of Illinois Workers during Periods of Excessive Unemployment**

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5 percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Village. The Contractor may place no more than 3 of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non manual.

## **19. Execution of Documents**

The Contractor shall conform to the following requirements:

Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.

Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.

Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal should be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee.

## **20. Non-Discriminating**

The Contractor, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

## **21. Negotiations**

The Village reserves the right to negotiate specifications, terms, and conditions which may be necessary or appropriate to the accomplishment of the purpose of the RFP. The Village may require the entire proposal be made an integral part of the resulting Agreement. This implies that all responses, supplemental information, and other submissions provided by the contractor during discussions or negotiations will be held by the Village as contractually binding on the successful contractor.

## **22. Incurred Costs**

The Village will not be liable in any way for any costs incurred by respondents in replying to this RFP. Contractor agrees to comply with all laws, ordinances, and rules of the Village and the State of Illinois.

## **23. Contractor Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered in this proposal. The Village will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

## **24. Contractor Offices and Points of Contact**

The Contractor shall establish and maintain an office through which it may be contacted directly, where the public and Village personnel may call in or send inquiries and complaints, and where the public and Village personnel may send and receive instructions. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during collection hours. This service shall be operated between the hours of at least 7:30 AM to 5:00 PM, Monday through Friday, except during holidays as listed in Paragraph 28, or as otherwise directed by the Village. The telephone service shall be a local exchange or on a toll-free basis. The Village will publicize the customer service telephone number(s) of the Contractor. In addition, a telephone number and electronic mail (e-mail) by which the Contractor may be reached after regular hours shall be provided to the Village for use by Village personnel. Customer service agents shall answer the phone after a reasonable time period

The Contractor shall assign a specific route manager to the Village who shall serve as a contact to Village staff in resolving issues. The route manager shall provide the Village with a cell phone number, which may be used to contact them at any time.

The Contractor shall identify the location, telephone number(s), and mailing address of the office, the garage area, and any processing facility, that will be used to service the Village. The Village reserves the right to visit and inspect such facilities, with reasonable notice. The Contractor shall also notify the Village of its designated contact person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

## **25. Proper Disposal or Processing**

(a) General Requirements

The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations.

The Contractor shall be responsible for all collection and transportation costs necessary to bring refuse and yard waste to a disposal site, and shall be responsible for the payment of all tipping fees for refuse and yard waste. The term "disposal" shall have different meanings. For refuse, it shall mean landfilling; for yard waste, it shall mean composting or an equivalent agronomic application. The term "disposal" shall not include "processing" of recyclables. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the Intermediate Processing Facility (IPF) designated by the Contractor.

All refuse and yard waste collected shall be removed from the Village as soon as the materials are collected, but in any event, no later than 7:00 PM on the date of collection. The refuse and yard waste shall be disposed of and the recyclables taken to the IPF designated by the Contractor.

#### (b) Disposal of Refuse

The Village reserves the right to approve the landfill site location that the Contractor intends to use for the disposal of refuse collected at the curbside. The Contractor shall provide the name and location of this disposal site, and alternative sites on page 35.

#### (c) Yard Waste Requirements

Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access to a properly licensed and permitted composting facility of sufficient capacity for the disposal of yard waste. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations governing the disposal of yard waste at such a composting facility.

The Contractor shall furnish the name and location of the composting facility intended to be used during the term of this Agreement. Upon request of the Village, proof that such facility complies with all laws and regulations governing such facilities shall be furnished to the Village. The Village reserves the right to visit and inspect such facilities with reasonable notice. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the contractor shall notify the Village of any changes. Upon request of the Village, the Contractor shall furnish evidence of arrangements assuring availability of adequate composting facility capacity for disposal of yard waste collected under this Agreement.

#### (d) Recycling Requirements

Throughout the term of this Agreement, the Contractor shall deliver all recyclables collected in the Village to the IPF designated by the Contractor.

The Contractor shall be responsible for payment of all necessary fees that may be charged by the IPF or other site designated by the Contractor.

No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Village's knowledge and prior written consent. Doing so may result in termination of this Agreement. Upon request of the Village, evidence deemed acceptable by the Village shall be submitted as proof that all recyclables collected in the Village are being delivered to the IPF.

### **26. Revenues from Recyclables**

The Contractor shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs. The Contractor assumes full responsibility for the payment of all expenses,

and hereby indemnified the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

## **27. Day(s) of Collection**

Rear door refuse and curbside yard waste and recycling services are currently provided on a "Once Per Week" basis depending on the location. All locations north of the Burlington Northern Santa Fe (BNSF) railroad tracks are collected on Thursday and locations south of the tracks are collected on Monday. All of the services are done on the same day. Residents do have the option for an additional refuse collection, that is, "Twice Per Week Refuse Collection" which is done on the alternate date of collection.

**The Village requests the Contractor provide the same pick up schedule that is currently in place.** The current schedule is strongly preferred, however, proposals that deviate from the current schedule may be considered.

Any current or subsequent schedule changes to the collection schedule must be agreed to by the Village and Contractor no less than thirty (30) days before taking effect. It shall be the Contractor's responsibility and cost to design, print and distribute a written letter to each household affected by the rearrangement explaining the reason for the change in the day service is provided and the date in which the change in service will take place. The said letter must be distributed by the Contractor at least four weeks prior to the date of service change, to the extent that the new Contractor will continue with the service collection schedule under the old service schedule to allow for the thirty (30) day advance notice of service change. The said letter and its distribution method are subject to the Village's approval, which must be granted prior to the notice being issued.

Should the Contractor wish to modify the collection route schedule, they must notify the Village in writing at least 60 days prior to the anticipated date of any subsequent rearrangements to request such change. The request shall include a detailed explanation of why the rearrangement is necessary and in what specific areas rearrangement of collection days of any or all areas served by the Contractor under this Agreement. The Village shall be the sole and final judge as to whether or not to allow a modification of the route schedule.

If rearrangement of the existing service route is granted by the Village, the Contractor's responsibilities as to notification to affected households remains the same as described above. The said letter and its distribution method remain subject to the Village's approval.

## **28. Holidays**

For the purpose of this contract, the following holidays shall be deemed official holidays:

New Year's Day  
Memorial Day (fourth Monday in May)  
Independence Day  
Labor Day (first Monday in September)  
Thanksgiving Day (fourth Thursday in November)  
Christmas Day

Should any of the aforementioned occur on a regularly scheduled collection day, the collection of that day shall be rescheduled to the next day and all the subsequent collection days following the holiday shall occur one day behind schedule until the beginning of the next full week.

The Contractor shall give a notice for publication of their scheduling of collections due to a holiday to each of the newspapers that service the Village (Hinsdalean, and Hinsdale Doings and any other newspaper which may serve the Village during the term of the Agreement). This notice shall be forwarded to the newspapers at least two (2) weeks prior to the holiday in the form of a public service announcement and shall include the date and time that the rescheduled collection(s) will occur and the

date and time the normal collection will resume. A copy of this notice shall be forwarded to the Village Manager's Office at least two (2) weeks prior to the scheduled holiday. The Contractor shall also author and submit to the Village, via email, notification suitable to be posted on social media.

## **29. Hours and Standards of Collection**

The Contractor shall not commence work before 7:00 AM and shall cease collection by 7:00 PM. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns, or similar hindrances. The Contractor's crews shall endeavor to work with as little noise, disturbance, and disruption to residents as possible.

The Contractor shall be responsible to coordinate hours for collection for the areas adjacent to the schools within the Village of Hinsdale to prevent conflict with Contractor services and school traffic.

The Contractor shall be responsible to collect all refuse from the back door and recyclables and yard waste from the curbside. The Contractor shall not be responsible for collection of items that are not properly prepared provided that the hauler places a sticker on any item(s) not collected indicating the reason why it could not be collected. Residents are also responsible for placing recycling and yard waste units close to the curb (or in those areas without curbs, placing them in an equivalent position) so that they are easily accessible to the collector. The Village agrees to enact and reasonably enforce such ordinances as are necessary to achieve compliance by its residents with such requirements.

The Contractor shall return all recycle and yard waste containers at each stop to the general location at which they were found, except that bins shall not be placed in the middle of driveways, in driveway aprons, or near the curb in such a manner as to risk their blocking the sidewalk, falling into the street or being hit by a vehicle.

The Contractor shall handle all containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto Village parkways, premises, curb-and-gutter, or streets shall be immediately cleaned up in a workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. The Contractor shall not be responsible for collecting or cleaning up refuse, recyclables, or yard waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers onto private property.

## **30. Missed Pick-ups and Complaints**

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick-ups, and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulations for the investigation and resolution of alleged missed pick-ups.

In the event of valid complaints for other incidents, including, but not limited to, breakage of glass during collection of recyclables; items of refuse, recyclables, and/or yard waste dropped during collection; and the like that are not cleaned up by the collection crew, the Contractor shall immediately arrange for clean-up after a complaint or notification is received. The subject area must be cleaned up immediately and in no case longer than twenty-four (24) hours from the time the incident is reported.

The Contractor shall maintain a daily log of complaints received. A copy of complaints and their resolution shall be given to the Village at the end of each month. Additionally, a written yearly report explaining and detailing the year's complaints, resolutions and proactive actions taken to reduce future complaints shall be mailed the Village Manager's office.

## **31. Report Cards**

The Contractor shall implement a public information program whereby the Contractor's employees will leave recyclable material that is improperly prepared at the curb in the recycling along with a checklist ("report card") indicating the reason the recyclable material was rejected.

The Contractor shall also implement a public information program whereby the Contractor's employees will leave refuse, bulk items, white goods and landscape waste at the curb when it has been improperly prepared along with a "report card" indicating the reason the materials were rejected.

The "report cards" shall be initialed by the Contractor's employees for tracking purposes. The contents of the written report cards must be approved by the Village before implementation of the Report card program by the Contractor.

### **32. Vehicles/Equipment**

All vehicles shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets which leaks any fluids from the engine or compacting mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and vehicle identification number that is clearly visible on both sides.

All vehicles shall be fully enclosed, leak-proof, and operated in such a way that no refuse, recyclables, or yard waste leaks, spills, or blows off the vehicles. Should any refuse, recyclables, or yard waste leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close openings, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed, except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request of the Village.

Refuse, recyclables, and yard waste shall each be collected in separate vehicles and shall not be commingled, unless the Contractor gets prior written permission from the Village to commingle.

### **33. Title to Refuse, Yard Waste, and Recyclables**

Title to all refuse, yard waste, and recyclables shall pass to the Contractor when the materials are placed into the collection vehicle.

### **34. Notifications**

Official notifications, whenever required for any purpose under this contract, shall be made in writing and addressed to the Village of Hinsdale as follows:

Village of Hinsdale  
Village Manager's Office  
19 E. Chicago Ave.  
Hinsdale, IL 60521

If to the Contractor:

(to be filled in when the contract award is made)

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage and certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

### **35. Local Improvements**

The Village reserves the right to construct any improvement or to permit any construction in any street, 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 an acceptable method, continue to collect the refuse, recyclables, and yard waste to the same extent as though no interference existed upon the streets formerly traversed. This shall be done at no extra cost to the Village or residents. The Village agrees to work with the Contractor to resolve any problems due to construction activity.

### **36. State Disposal Legislation; White Goods, Large Items**

The Contractor shall be aware of impending State of Illinois deadlines established by legislation for implementation of restrictions on disposal of certain wastes, and shall be responsible for compliance with such legislation.

In particular, the Contractor shall be aware of the July 1, 1994 "White Goods" and tire landfill ban. The Contractor shall be responsible for compliance with this legislation and shall offer white goods and tire collection and disposal at no additional cost to customers other than the equivalent cost to dispose of each appliance or tire. If special pick-up is required, (e.g., tire pick-up) the Contractor must explain and provide a written quote prior to providing the service.

### **37. Public Information**

The Contractor shall provide all initial public information materials necessary to inform customers about the services provided under this Agreement. This shall include all preparation, printing, and mailing/delivery costs (at a minimum) for an initial brochure, updates to the brochure as needed, additional print runs of the brochure as needed, and a follow up flier. The Contractor shall provide an annual calendar of collection events that will be distributed to the residents. The Contractor shall continue to assist the Village in the development and maintenance of a Public Information Program in order to keep residents/customers informed on all aspects of the refuse, recyclables and yard waste pick up programs during the entire term of this Agreement. All information shall be subject to the approval of the Village. The Village shall be allowed to request additional printed materials for all residents as needed. All printed materials will also be submitted to the Village in a suitable format for posting on the Village's website.

Upon request, the Contractor shall provide the Village with any educational materials deemed necessary by the Village. Informational materials shall include, but are not limited to notices left at resident's property clearly explaining the reason(s) services (refuse, yard waste or recycling collection) were not provided and what actions, if any, can be taken by the resident in the future to insure collection of materials. Such notices are to be written, designed and printed by the Contractor, but shall be approved in advance of their use by the Village. These educational materials will also be submitted to the Village in a suitable electronic format for posting on the Village's website.

### **38. Collection from Government Facilities**

The Contractor shall provide, at no cost to the Village, regular refuse, yard waste, and recyclable materials collection and disposal, including the furnishing of all needed containers, to all Hinsdale municipal facilities provided in Appendix A.

Contractor shall incorporate collection services for all locations found in Appendix A. Scheduled services shall include service to downtown sidewalk containers, dumpster service at Village buildings



and park facilities, scheduled collection in parks, recycling at public buildings, and roll-off dumpster service (sixty (60) per year) at the Public Services facility. Any questions regarding required municipal and public pickups should be directed to the Public Services Director.

### **39. Special Pick-Ups**

Any residents wanting to dispose of bulk quantities of refuse, yard waste, and/or construction debris shall have the ability to obtain competitive prices for such services and select any contractor they desire to perform such services. The resident will be responsible for the payment of said services and all such arrangements shall be made between the hauler and the resident. The decision of any Village resident to hire a private contractor for special pick-ups shall have no effect on the terms of this Agreement.

### **40. Transition Period/"Grace" for Customers**

At each residence under the new agreement the Contractor shall accept and honor, without additional remuneration, yard waste set out for collection according to the prior Solid Waste Collection Agreement. That is, Residents may utilize stickers purchased under the previous contract. The Contractor shall leave specific information for the customer about any changes to the program if the items are not set out in accordance with the new Agreement provisions.

### **41. Law to Govern and Venue**

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be DuPage County, Illinois. Any references to laws in these specifications shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

The invalidity of one or more of the phrases, sentences, clauses or subsections contained in this Agreement shall not affect the validity of the remaining portion of this contract so long as the material purposes of this Agreement can be determined and effectuated.

### **42. Successors and Assigns**

This Agreement shall be binding upon the parties, their successors and assigns.

### **43. Number of Copies**

This contract may be executed in any number of photocopied counterparts, all of which shall be considered an original for all purposes.

### **44. Right to Require Performance**

The failure of the Village at any time to require performance by the Contractor of any specifications in this Agreement shall in no way affect the right of the Village hereafter to enforce same.

Nor shall waiver by the Village of any breach of specifications in this Agreement be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor be taken or held to be a waiver of any specification itself.

### **45. Change in Service; Amendments**

If the Village should wish to change the type of service provided during the term of this Agreement, including, but not limited to, type of material collected, method of handling, and/or method of collection, the Village shall have the option to initiate the change in service by serving written notice to the contractor at its designated place of business at least 60 days prior to the date such service change is

contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served, unless such pricing options were submitted in the contractor's original proposal, those options may implemented with just the minimum 60 days notice. Such modifications shall be contained in a written agreement executed by the parties. Should the Contractor fail to negotiate in good faith, the Village reserves the right to terminate this Agreement.

#### **46. Data Collection and Reporting**

The Contractor shall collect and maintain accurate data, records, and receipts, and shall report to the Village pertinent data of the refuse, recyclables and yard waste collection program, including, but not limited to:

- a) Total weight and cubic yardage of refuse, recyclables, yard waste, and Village office recycling program collected per month; same data for multi-family collections (if applicable);
- b) Number and weight of white goods collected per month;
- c) Number of waste stickers sold per month at each outlet;
- d) Total number of customers;
- e) Recycling participation rates;
- f) Log of telephone calls and written correspondence (letter or e-mail) from Village residents including, but not limited to; customer name/address, date, concern, and action taken.

The Village reserves the right to request any or all of the above data by route. For the purposes of this subsection, a route shall mean each separate collection day.

With reasonable notice, the Contractor shall permit the Village or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all refuse, recyclables and yard waste which occurs under this Agreement. The Village also reserves the right to receive copies of tipping receipts and marketing receipts, which shall be furnished upon request of the Village.

Monthly reports containing the above information shall be delivered to the Village by the Contractor no later than 15 days after the close of the month. At the request of the Village, reports shall follow a format prescribed by the Village.

The Contractor shall also provide such additional data, information, or statistical material concerning refuse, recyclables and yard waste collection as may be reasonably requested by the Village from time to time.

Notwithstanding the foregoing, the Contractor shall cause the manufacturer or distributor of waste stickers to certify to the Village every six (6) months during the term of this Agreement, the number of waste stickers delivered to the Contractor and the cost thereof. The Contractor shall certify and affirm this number to the Village. Any fraudulent data that is reported will be cause for the Village to terminate the Agreement, at the Village's discretion.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amount of Village waste generation, diversion, and recycling or other reporting requirements as may be required by the State of Illinois, DuPage County, Cook County, or other agencies during the term of this Agreement.

All reports, data and information, once supplied to the Village shall become the property of the Village.

**47. Leaf Collection**

The Contractor shall conduct unlimited collection of leaves in paper yard waste bags without stickers for six (6) consecutive weeks in the fall. The commencement date for this collection shall be authorized by the Director of Public Services. Other yard waste shall require standard waste stickers.

**48. Holiday (Christmas) Tree Collection**

The Contractor shall provide a special collection for Holiday (Christmas) trees. The Contractor agrees to perform this once a year service at no charge to either the Village or customers during the entire term of this Agreement.

**49. Natural Disaster Clean-Up**

The Contractor shall, upon the request of the Village, provide clean-up services for natural disasters for public and private properties when necessary at a per hour fee to be negotiated once the contract has been awarded. The Contractor shall bill the Village the total amount.

**50. Collection of Fees**

The Contractor agrees to be solely responsible for the billing and collection of all fees for refuse, yard waste and recyclables collection from all customers. This shall also include collection of fees for special pick-ups. The Contractor further agrees to be solely responsible for the collection of any delinquent accounts and the disposition of all complaints regarding the fees for service. Where the Contractor intends to terminate collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the termination of the collection service, of the proposed termination date and the reason for said termination. The Contractor agrees to notify the Public Services Director of any terminated or discontinued service accounts within 24 hours following such termination and the reason for terminated or discounted service.

**51. Strikes**

A. The Contractor shall be required to file proof with the Village that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers in affect during the term of this Agreement. Upon execution of any new agreement, the Contractor shall forward to the Village within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

B. Should nevertheless, a strike occur which lasts more than seven (7) calendar days, counting the first day of the strike, the Village shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as the Village deems necessary. The Contractor shall be responsible for reimbursing the Village for any and all costs it may incur in such an endeavor.

**52. Bankruptcy**

If the Contractor shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then in each and every case, this Agreement and the rights and privileges granted hereby may, at the option of the Village, immediately

cease, determine and be forfeited and canceled. The Contractor warrants to list the Village as a creditor in any bankruptcy filing.

### ***E. Flat Rate Refuse, Unlimited Recycling and Volume-Based Yard Waste Collection Specifications***

#### **1. General Description**

The method of collection detailed in this Section shall be Flat Rate Refuse, Unlimited Recycling Collection, and Volume-based Yard Waste Collection.

The contractor shall provide the use of either 64 or 96 gallon (or equivalent size) totes to each residence free of charge for both refuse and recycling or residents may continue to utilize their current 35 gallon refuse disposal units. The contractor will supply rates for rental and purchase of additional 64 and 96 gallon totes to be used for refuse, recycling and/or yard waste as an option in the quote sheets.

Should a tote or other disposal unit be damaged by the resident, the resident shall pay for a replacement tote. However, if the tote or other disposal unit is damaged by the Contractor's actions, normal "wear and tear", or is otherwise defective, the Contractor shall be responsible for the replacement tote at no cost to the resident. Each disposal unit left for collection must weigh no more than 50 pounds and be liftable by one person. At the completion of this contract, the totes not purchased by residents will remain property of the contractor.

#### **2. Program Design**

##### **Refuse**

All "stops" or "households" as defined in Section E-2, located within the Village's corporate boundaries shall be provided with weekly backdoor collection and disposal of all "refuse" as defined in Section E-2, all household "construction and demolition debris" as defined in Section E-2, and all "large household items" as defined in Section E-2.

##### **Yard Waste**

All "stops" or "households" as defined in Section E-2, located within the Village's corporate boundaries, shall be provided with weekly curbside collection and proper disposal of all "yard waste" as defined in Section E-2. Weekly yard waste collection shall begin each year on March 1 and end on November 30 of that same year.

##### **Leaf Waste**

All "stops" or "households" as defined in Section E-2, located within the Village's corporate boundaries, shall be provided with seasonal curbside collection and proper disposal of all "leaf waste" as defined in Section E-2.

##### **Recycling**

All "households" as defined in Section E-2, located within the Village's corporate boundaries shall receive weekly collection of all "recyclable materials" as defined in Section E-2.

All households receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The Contractor will be required to collect only properly prepared disposal units.

Recyclable materials set out for collection will be collected curbside and taken to the Intermediate Processing Facility.

#### **3. Sticker Distribution**

The Contractor shall be responsible for the printing, distribution and sale of an ample supply of waste disposal stickers (meaning refuse, leaf, and yard waste). The Contractor shall arrange for at least three (3) local retail outlets to aid in the sale of the waste stickers to be agreed upon by the Village and the Contractor. The Village also agrees to act as a waste disposal sticker retailer to the Contractor. The Village will not participate in the sale of waste disposal bags. The Village shall not incur any liability for retailers' payment or other obligations to Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase waste stickers in as small a quantity as one (1) sticker at a time. Stickers shall also be made available for purchase via the internet.

The Contractor shall be permitted to sell waste stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

#### **4. Sticker Design and Accountability**

The Village reserves the right to approve the form, design, and wording of the waste stickers before their fabrication. The back of the stickers shall list instructions for proper use of the stickers.

The Contractor is responsible for all accounting of stickers. The Village recommends the use of serial numbers to aid in accounting and deter counterfeiting. The Village shall not be held liable for any counterfeiting of stickers that may occur.

The stickers shall have a good pressure sensitive adhesive that will adhere to disposal unit containers in all weather conditions.

#### **5. Prices for Flat Rate Waste Collection Services**

In response to this RFP the Contractor shall agree to provide the weekly refuse, yard waste, leaf waste, and recyclable collection service specified in these documents using a monthly flat rate volume based collection price and provide weekly seasonal yard waste (landscape and leaf waste) on volume-based program through waste stickers, all at the rates shown on the price quotation sheets provided on page 53 according to the optional collection schedule describe herein.

In addition, the Contractor shall supply rates for residents for the current program and optional collection services as follows:

- A. Once-Per-Week-Back Door (**current program**) collection service of Refuse and curbside collection of Recyclables and "volume based" Yard Waste (landscape and bagged leaf waste)
- B. Twice-Per-Week-Back Door (**current program**) collection service of Refuse and "volume based" Yard Waste (landscape and bagged leaf waste)
- C. Once-Per-Week Curbside (**optional program**) "Volume Based Rate" collection service of Refuse and Recyclables and "volume based" Yard Waste (landscape and bagged leaf waste)
- D. Twice -Per-Week Curbside (**optional program**) "Volume Based Rate" collection service of Refuse and "volume based" Yard Waste (landscape and bagged leaf waste)

Periods to supply rates for:

- (a) From May 1, 2018 to April 30, 2019 (year 1):

The quotes price per month for collection for Options A, B, C, and D:  
The quoted price per yard waste sticker;

(b) From May 1, 2019 to April 30, 2020 (year 2):  
The quotes price per month for collection for Options A, B, C, and D:  
The quoted price per yard waste sticker;

(c) From May 1, 2020 to April 30, 2021 (year 3):  
The quotes price per month for collection for Options A, B, C, and D:  
The quoted price per yard waste sticker;

## **6. Honoring All Stickers**

The Contractor shall agree to honor all waste stickers previously purchased by residents throughout the term of this Agreement regardless of the price of the disposal sticker, Contractor who provided the sticker, or where the sticker was purchased.

The Contractor shall provide the same level of service for previously purchased waste disposal stickers as provided for waste disposal stickers sold at an adjusted sale price. For this reason, waste stickers shall be produced without a price printed on them.

## **7. Sticker Handling Fees**

The Village reserves the right to allow retailers to charge a markup (handling fee) to prevent loss of revenue from credit card purchases. This mark-up will be limited to 3% above the Contractor's quoted waste sticker price. Such a mark-up shall be added only at the retail level by the retailer and shall be retained by the retailer.

## **8. Recyclable Materials**

All recyclable materials as defined in Section E-2 shall be collected from each household by the selected Contractor on a weekly basis included as part of the monthly flat rate charge. A disposal sticker or bag shall not be required to be attached to any recyclable materials prepared and set out properly by the residents.

The method for preparing recyclables to be collected is to be completely commingled. Residents may continue to utilize the current container and completely commingled method of preparation for any recyclable materials already collected within the Village. The Contractor may supply as a clearly marked alternate one 95 gallon recycling toter with a lid, 65 gallon recycling toter with a lid or similar sized toter to each residence with a lid.

## **9. Additional Recyclable Materials to be Collected**

It is the intent of the Village to collect any and all recyclables being accepted at the IPF. As items are added to the list of acceptable materials at the IPF, the Contractor shall automatically add these items to the Village's curbside recycling program within thirty (30) days notice by the Village. To meet this end, the contractor shall supply a list of recyclable materials that will be accepted. At a minimum, the Contractor must collect those items being collected currently in the Village.

## **10. Seasonal Yard Waste and Leaf Waste Collection**

The Contractor shall provide curbside Seasonal Yard Waste including bagged Leaf Waste collection beginning March 1 and continuing through November 30 (the season) of each year.

## **F. Review Process**

### **1. Evaluation of Proposals and Selection**

The proposals received will be evaluated by the Village on the basis of professional qualifications, previous experience on similar projects, key personnel assigned to the project, satisfaction of previous clients on work performed for them, current billing rates of the Contractor, and the proposal that best meets the needs of the Village. This proposal is not intended to be detailed; it is intended to be an expression of interest in providing services for the project, as well as to provide background information on the firm and its professional qualifications. Contractors will be contacted during the evaluation if further information is needed. The Village may choose to interview one or more Contractors before final selection is made.

This Request for Proposal does not commit the Village to award a contract, to pay any costs incurred in the preparation of a proposal based on this request, or to procure or contract for services. All proposals submitted in response to this Request for Proposal become the property of the Village. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified consultants, or to cancel in part or in its entirety the Request for Proposal, if it is in the best interest of the Village to do so. The Village may require the contractor selected to participate in negotiations concerning contract price or the nature and extent of services to be provided. The results of such negotiations shall be incorporated into the final contract between the Village and its Contractor.

### **2. Basis of Award**

Village staff will perform an evaluation of the proposals received. Appropriate finalist(s) may be interviewed by the Village, after which a selection will be made.

The Village reserves the right to reject any or all proposals and to waive any informality or technical error and to accept any proposal deemed most favorable to the interests of the Village. The Village will review proposals based on the following criteria:

1. Compliance with RFP. Adherence to all conditions and requirements of the RFP.
2. Understanding of the Project. The Contractor's understanding of the engagement, the Village's objectives, and the nature and scope of the work involved.
3. Services to be Provided. The exact type and nature of the Contractor's proposed services and how they accomplish the objectives of the project.
4. Qualifications of the Contractor. The Contractor's capability in all respects to perform fully all contract requirements, and the integrity and reliability which will assure good faith performance. This criterion includes:
  - The experience of the Contractor and its record on projects of a similar nature.
  - Personnel to be assigned to the project, their education, qualifications, and experience on similar projects.
  - The availability of necessary personnel and other resources to successfully complete the project specified herein on a timely basis.
5. Costs. Proposed contract price.
6. Ability, capacity and skill to fulfill the contract as specified.
7. Ability to supply the commodities; provide the services or complete the construction promptly, or within the time specified, without delay or interference.

8. Character, integrity, reputation, judgment, experience and efficiency.
9. Quality of performance on previous contracts.
10. Previous and existing compliance with laws and ordinances relating to the contract.
11. Sufficiency of financial resources.
12. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
13. Ability to provide future maintenance and service under the contract.
14. Number and scope of conditions attached to the proposal.
15. Record of payments for taxes, licenses or other monies due the Village.



**G. Attachments**

**1. Statement of Certification**

I/WE HEREBY CERTIFY THAT:

A) The undersigned has received a complete set of proposal papers, as intended, and that the undersigned will abide by the contents and/or information received and/or contained herein.

B) 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 either Section 5/33E-3 or Section 5/33E-4 of Chapter 38 of the Illinois Compiled Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

C) The undersigned hereby also certifies that the contractor has adopted an anti-sexual harassment policy in accordance with the Illinois Human Rights Act, as amended. The undersigned hereby also certifies that the contractor will comply with all current Federal, State, and Local laws, statutes, rules, and regulations referencing equal opportunity employment practices including those contained in Public Act 87-1257 (effective July 1, 1993) or as amended.

D) The undersigned hereby also certifies that the Contractor shall comply with all local state, and federal safety standards as well as all other codes, rules, regulations, ordinances, and statutes of the Village of Hinsdale, the State of Illinois, and of the United States.

E) The undersigned hereby also 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.

F) 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.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2017

By: \_\_\_\_\_ (name & title) \_\_\_\_\_ (signature)

\_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that the statement above is true and correct.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2017

Notary public:

My commission expires:

## 2. List of Illinois Municipalities Served

List below each area you service, the type of collection service provided and disposal method

Collection program type: (use FLAT for flat rate and VOL for volume based)

Disposal: (use TRN for transfer station, LAND for direct to landfill, or INC for incinerator delivery program)

Name of Area/ Municipality	Total Population	Total Households	Contract Start/Finish	Collection Program Type	Disposal	Collection Rates	Contact Name & Phone #

### 3. Disposal Information Sheet

Please provide information concerning the facilities which are intended to be used by the contractor for the disposal of refuse and landscape waste.

#### Location of Disposal Facilities

Name of Facility	Location	Usage Dates (To & From)	Per ton gate rate & discount

Recyclables will be delivered to the Processing Facility(s) as listed below. A sheet should be *attached showing a listing of recyclables that will be accepted*. Please sign this page to certify that all recyclables will be delivered to a specified processing facilities, as listed below.

#### Location of Recycling Processing Facility

Name of Facility	Location	Usage Dates (To & From)	Proposed Buyers/Markets


\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**4. Contractor Qualification Statement**

Submitted By: \_\_\_\_\_ Corporation\_\_\_\_ Joint Venture\_\_\_\_

Name of Firm: \_\_\_\_\_ Partnership\_\_\_\_ Individual\_\_\_\_  
Other (specify)\_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_ Website: [www.](http://www.)\_\_\_\_\_

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1) How many years has this organization been in business? \_\_\_\_\_

2) How long has the organization been operating under its present name? \_\_\_\_\_

3) If under another name, please list former organization names. \_\_\_\_\_  
\_\_\_\_\_

4) Answer the following.  
(If a division/subsidiary is submitting the parent must answer all.)

Date of Incorporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_  
President's Name \_\_\_\_\_ Vice President's Name \_\_\_\_\_  
Secretary's Name \_\_\_\_\_ Treasurer's Name \_\_\_\_\_  
Division President or General Manager's Name \_\_\_\_\_

5) List the number of major (those persons who own more than 5% of the stock) stock holders (give Names, Addresses, and Percent Owned).

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
Percent of Stock Owned \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
Percent of Stock Owned \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
Percent of Stock Owned \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
Percent of Stock Owned \_\_\_\_\_

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_  
Percent of Stock Owned \_\_\_\_\_

- 6) List the states and categories in which your organization is legally qualified to do business. Indicate registration/license numbers, if applicable. List states where partnership or trade name is filed..

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- 7) List refuse, recycling, and yard waste collection service experience of key individuals of your organization who will manage and oversee this contract.

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- 8) List the information noted in item #7 for the individual(s) who will be the Village's primary contacts (administrative and field).

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- 9) List two (2) bank references. \_\_\_\_\_

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\_\_\_\_\_

10) List trade references. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

11) List name(s) of Insurance Company and name, address, and telephone number of the Insurance Agent(s).

\_\_\_\_\_

\_\_\_\_\_

**\_\_\_\_\_**

The undersigned certifies to the truth and correctness of all statements and of all answers to questions made hereinafter.

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

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

DATED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004

ATTEST: \_\_\_\_\_

Signature Title

# EXHIBIT A

## DISPOSAL SERVICE IN VILLAGE OF HINSDALE

\*Last Updated 10/03/17

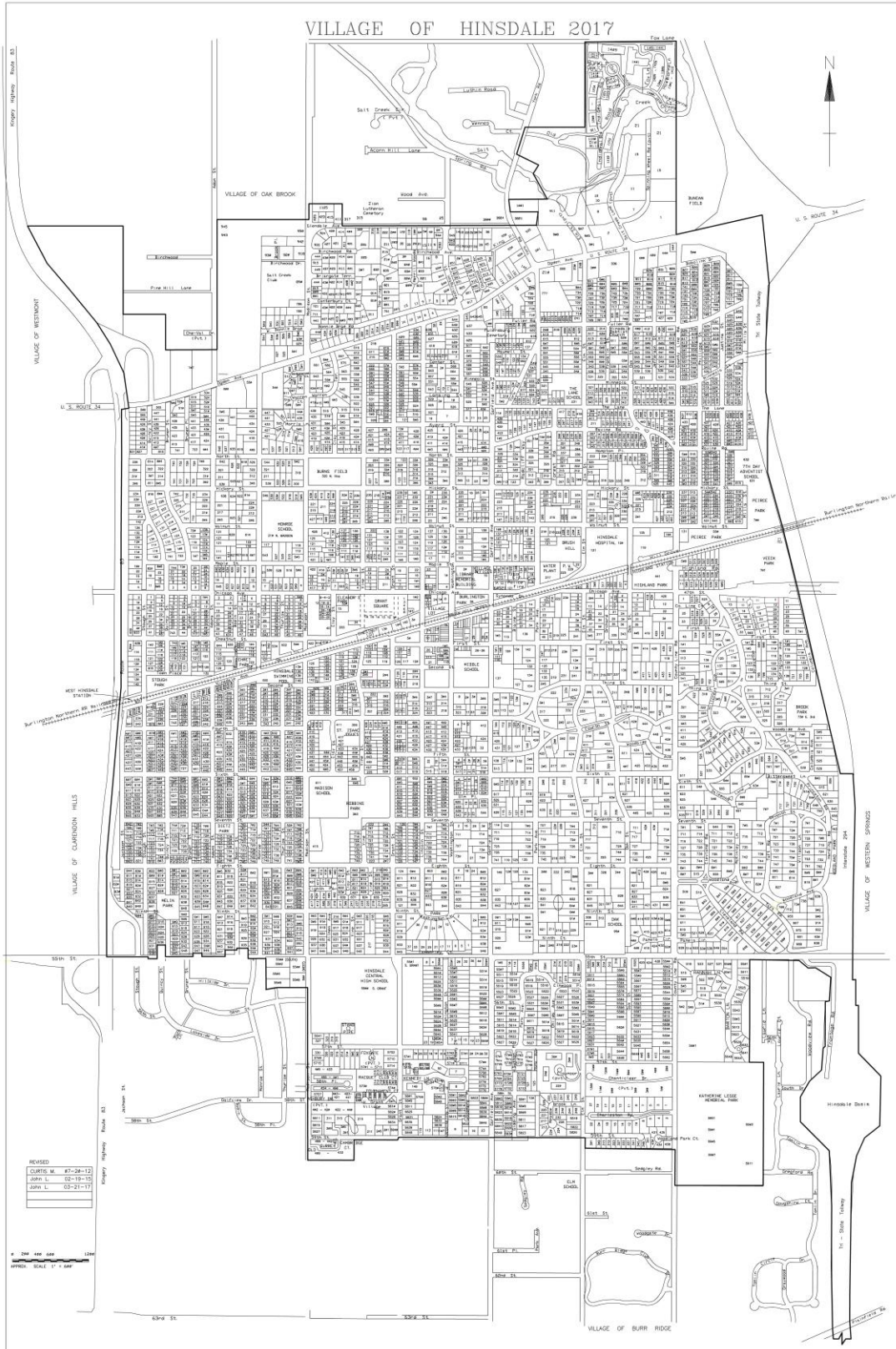
Area No.	Location	VILLAGE FURNISHED		CONTRACTOR FURNISHED						Freq. of Pick Up No./Wk Time	
		Permanent Refuse Containers	Permanent Recycling Containers	1 CY	1.5 CY	2 CY	3 CY	6 CY	Refuse 65 Gal Tote		Recycle 90 Gallon Tote
1	Burlington Park Chicago & Garfield	4							10		3 All year round for permanent containers. June - August Refuse Toters to be emptied once per a week on Fridays before 9 AM
2	Memorial Building 19 East Chicago	4							3	3	3 before 9 AM
3	Police/Fire Building 121 Symonds Dr.	1				1				3	3
4	Downtown	47	1								3 before 9 AM
5	Brush Hill Depot	6								2	3 before 9 AM
6	Burns Field Vine & Hickory	5							3		2 April 3 May - Aug 2 Sept - Oct
7	Deitz Park Adams	2							1		2
8	Eleanor's Park Chicago Ave. & Clay	2									2
9	Highland Park County Line & Chicago								1		2
10	Highland Depot	3									3 before 9 AM
11	Melin Park Quincy & 9th Street	2							2		2 April 3 May - Aug 2 Sept - Oct
12	Peirce Park Walnut & County Line	18	2		2				4		2 April 3 May - Aug 2 Sept - Oct *Note one 1.5CY dumpster is moved from Pierce for Brook Park during Fall Months
13	Robbins Park 6th & Grant Street	8							4	3	2 April 3 May - Aug 2 Sept - Oct
14	Brook Park Columbia & 3rd Street	4							5		2 April 3 May - Aug 2 Sept - Oct
15	Stough Park Quincy & Town Place	4							3		2 April 3 May - Aug 2 Sept - Oct
16	Swimming Pool 500 West Hinsdale	1			3					2	2 May - Sept *2nd weekend of July pick up for swim meet
17	KLM Park Barn 5901 S. County Line Rd.							1			3
18	KLM Park Art Center 5903 S. County Line Rd.				1						1
19	KLM Park Lodge 5901 S. County Line Rd				4						3
19A	KLM Park Lodge Recycle Units 5901 S. County Line Rd				1					3	3
20	KLM Park Platform Tennis 5901 S. County Line Road								3		3



**DISPOSAL SERVICE IN VILLAGE OF HINSDALE**  
**\*Last Updated 10/03/17**

Area No.	Location	VILLAGE FURNISHED		CONTRACTOR FURNISHED							Freq. of Pick Up No./Wk Time
		Permanent Refuse Containers	Permanent Recycling Containers	1 CY	1.5 CY	2 CY	3 CY	6 CY	Refuse 65 Gal Tote	Recycle 90 Gallon Tote	
21	Water Treatment Plant 217 Symonds Dr.					1					2 South Side
21A	Water Treatment Plant Recycling 217 Symonds Dr.							1			1 South Side
22	Public Works Garage 225 Symonds Dr.				1	1					3
22A	Public Works Garage Recycling Symonds Dr. 225							1		2	3
23	Humane Society 22 North Elm	1									3
24	West Hinsdale Depot	4									3 before 9 AM
25	Veeck Park	9				1			3		2 March-April 3 May - Aug 2 Sept - Nov
	<b>No. of Containers</b>	<b>125</b>	<b>3</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>0</b>	<b>3</b>	<b>42</b>	<b>18</b>	
	<b>Grand Total No. of Containers</b>	<b>207</b>									

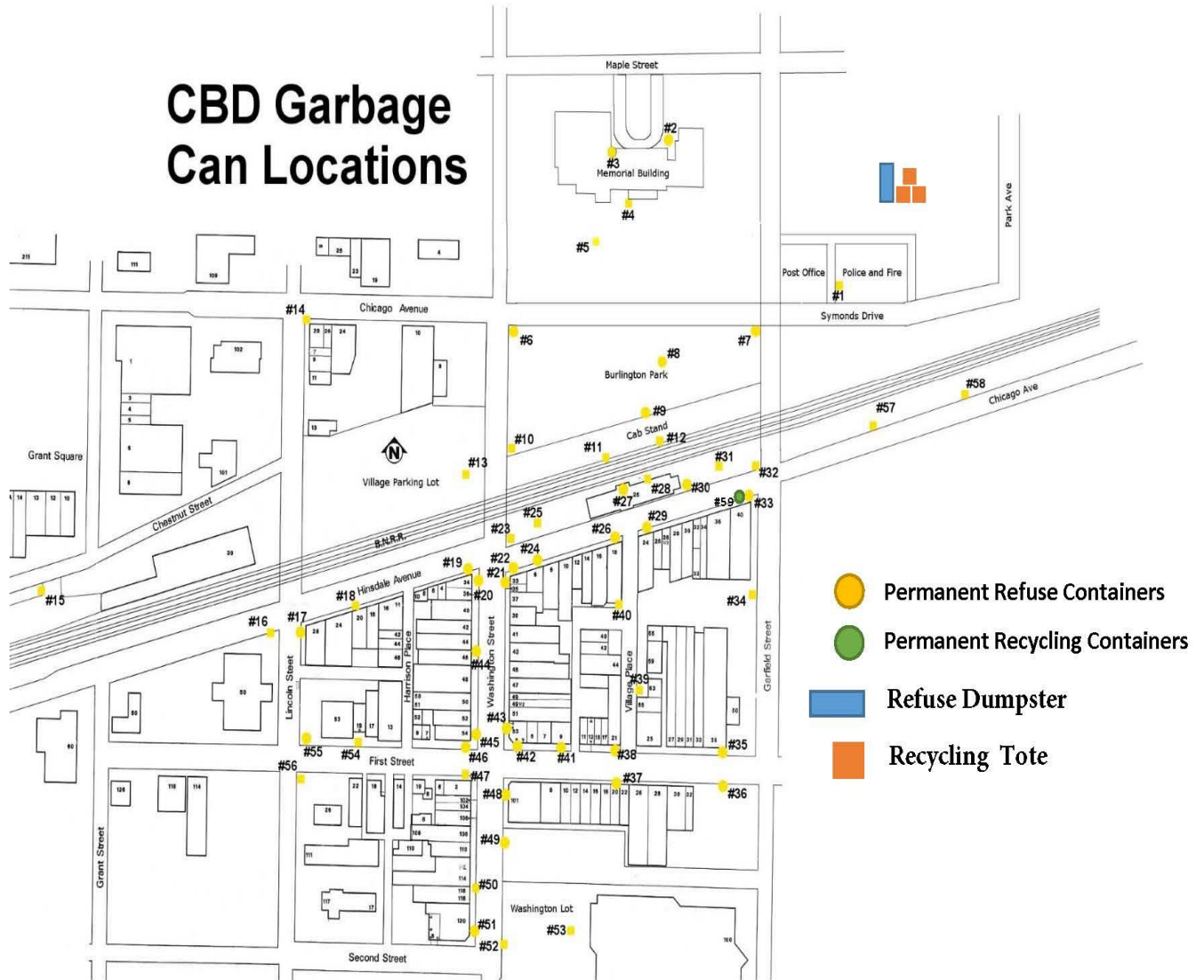
# Exhibit B VILLAGE OF HINSDALE STREET MAP



# Exhibit C MUNICIPAL AREAS THAT REQUIRE COLLECTION

## Container Locations

Area #1, Area #2, Area #3, Area #4, Area #5

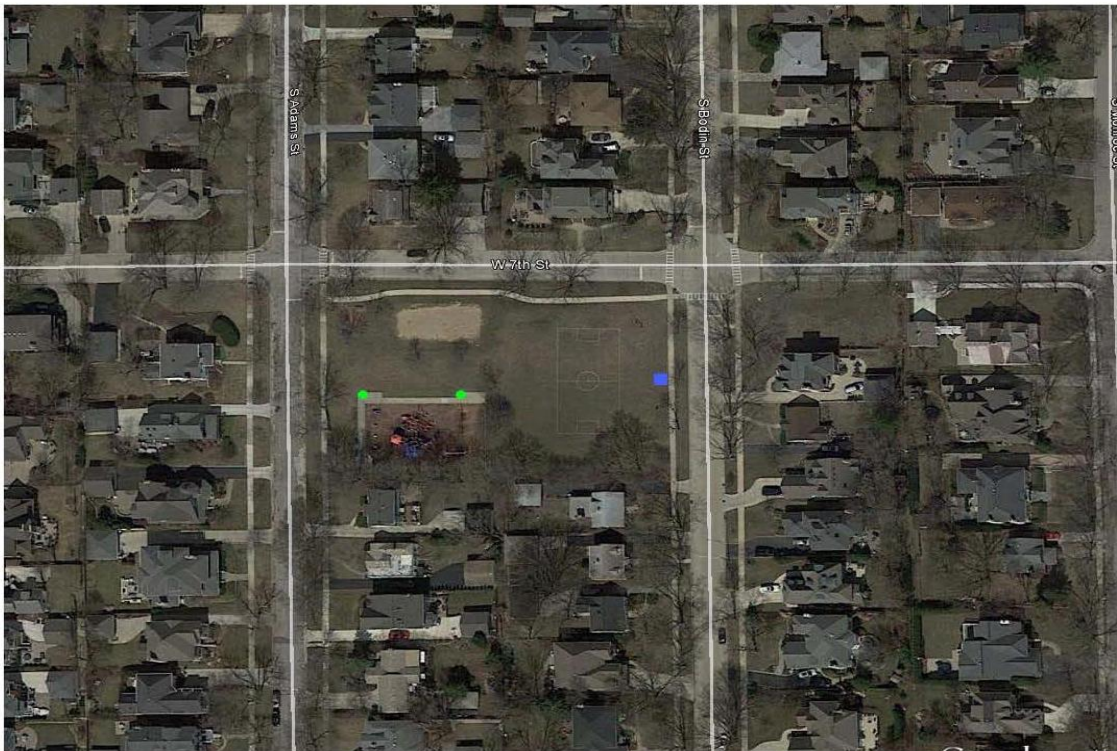


\*All map receptacle and dumpster locations are tentative, as locations may change per a given season.



**Burns Field - Trash Receptacles**  
**Area #6**

● Permanent Can  
 ■ 65 gal tote



**Dietz Park - Trash Receptacles**  
**Area #7**

● Permanent Can  
 ■ 65 gal tote



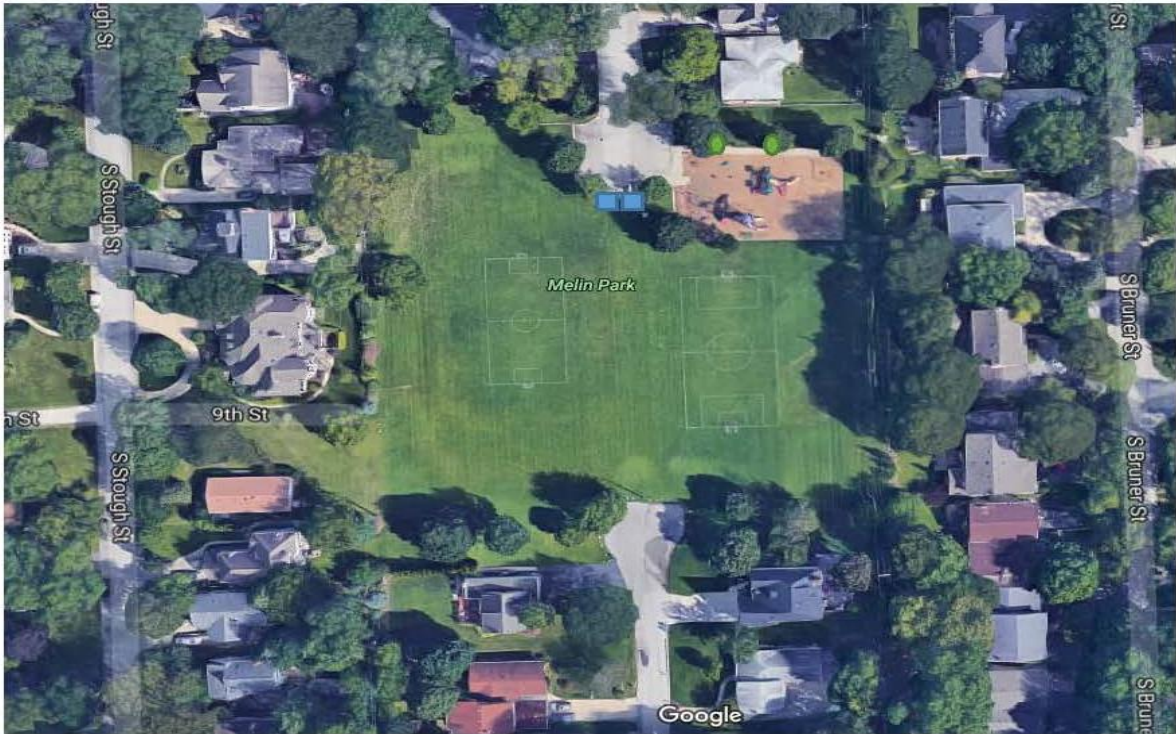
**Eleanor's Park - Trash Receptacles**  
**Area #8**

● Permanent Can  
■ 65 gal tote



**Highland Park and Station - Trash Receptacles**  
**Areas #9 & #10**

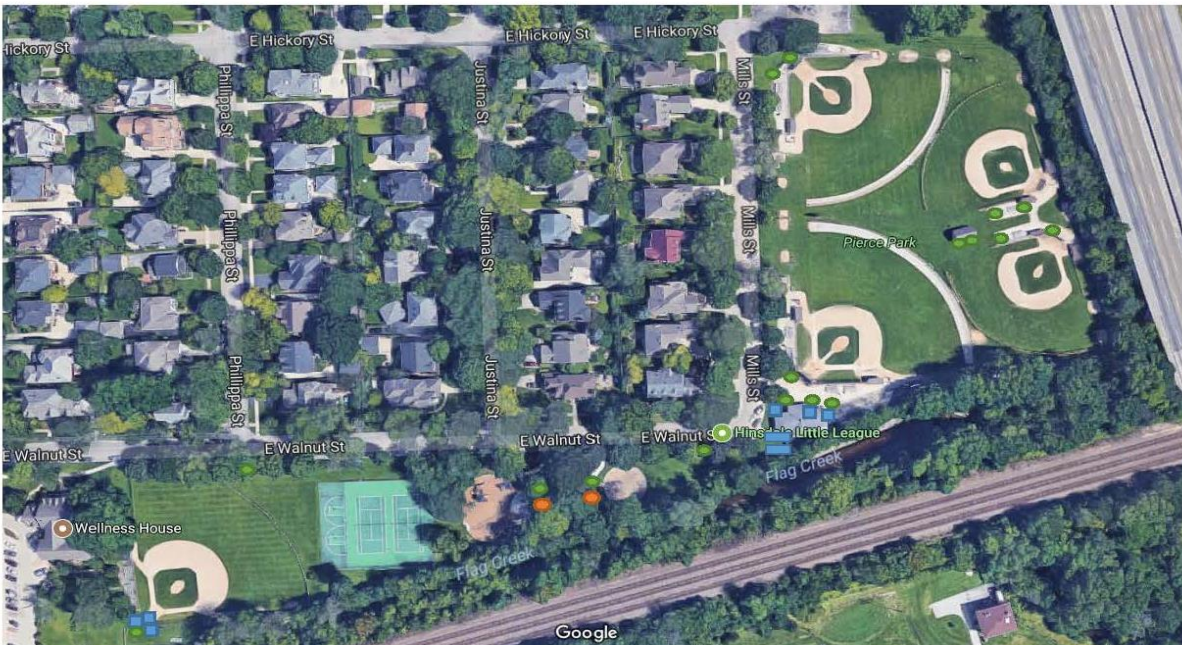
● Permanent Can  
■ 65 gal tote



**Melin Park - Trash Receptacles**

**Area #11**

- Permanent Can
- 65 gal tote



**Pierce Park – Trash Receptacles**

**Area #12**

- Permanent Can
- Permanent Recycling
- 65 gal tote
- Refuse Dumpster



**Robbins Park – Trash Receptacles**

**Area #13**

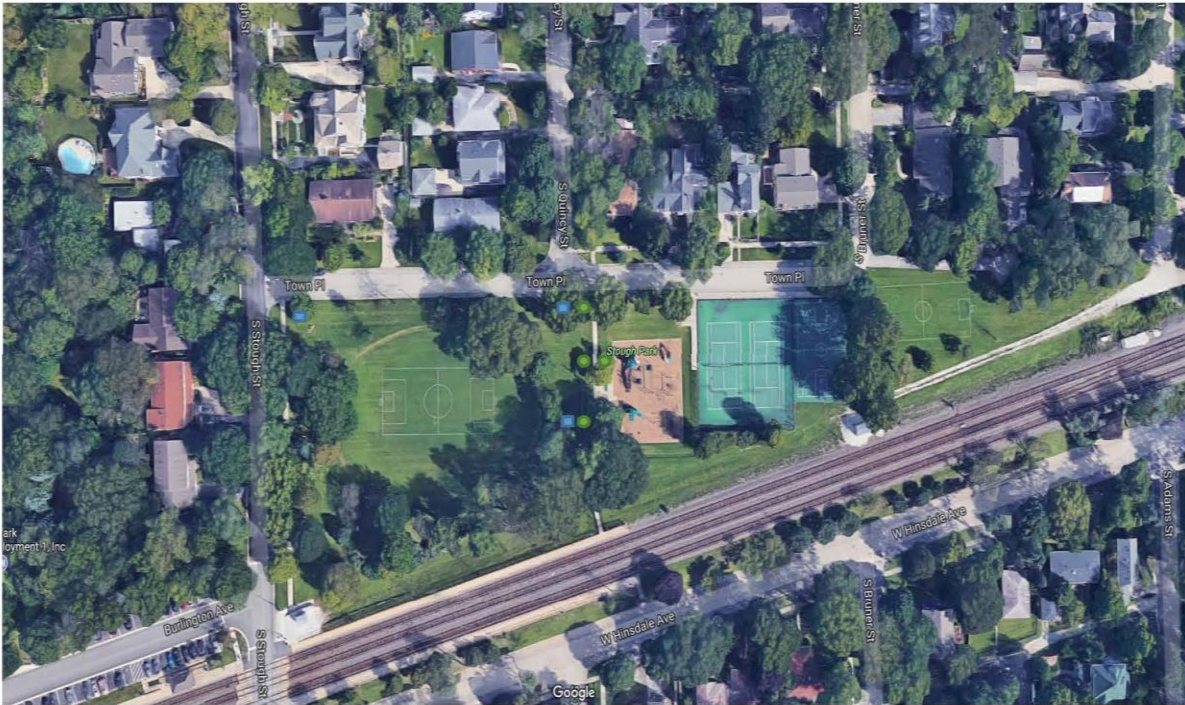
- Permanent Can
- 65 gal refuse tote
- 65 gal recycling tote



**Brook Park – Trash Receptacles**

**Area #14**

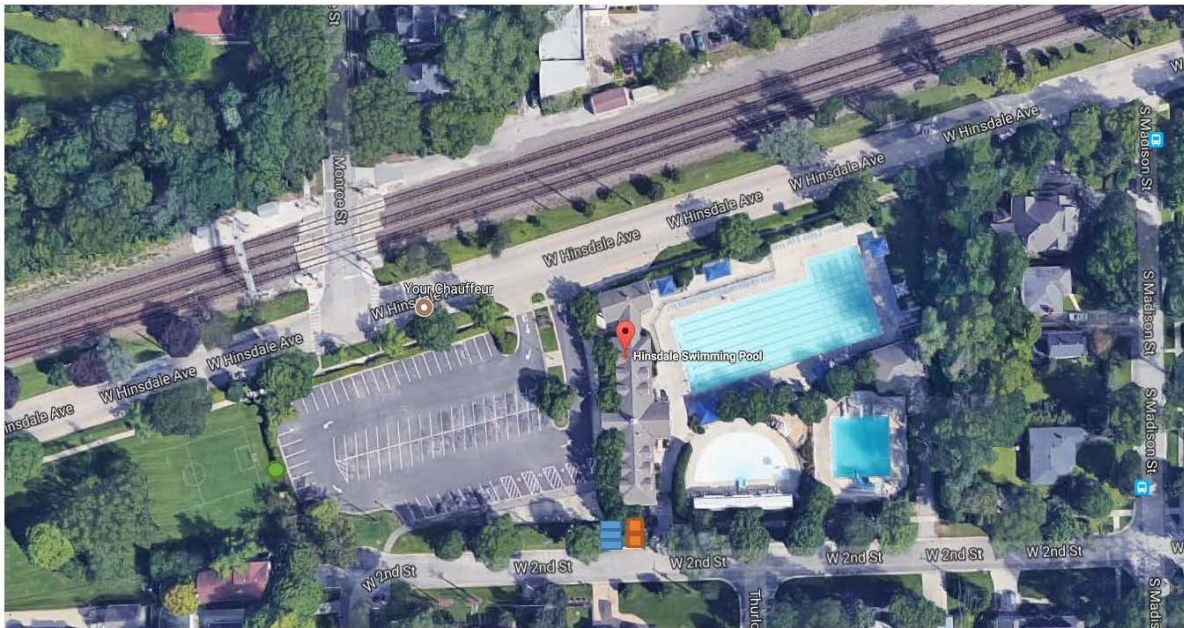
- Permanent Can
- 65 gal tote



**Stough Park - Trash Receptacles**

**Area #15**

- Permanent Can
- 65 gal tote

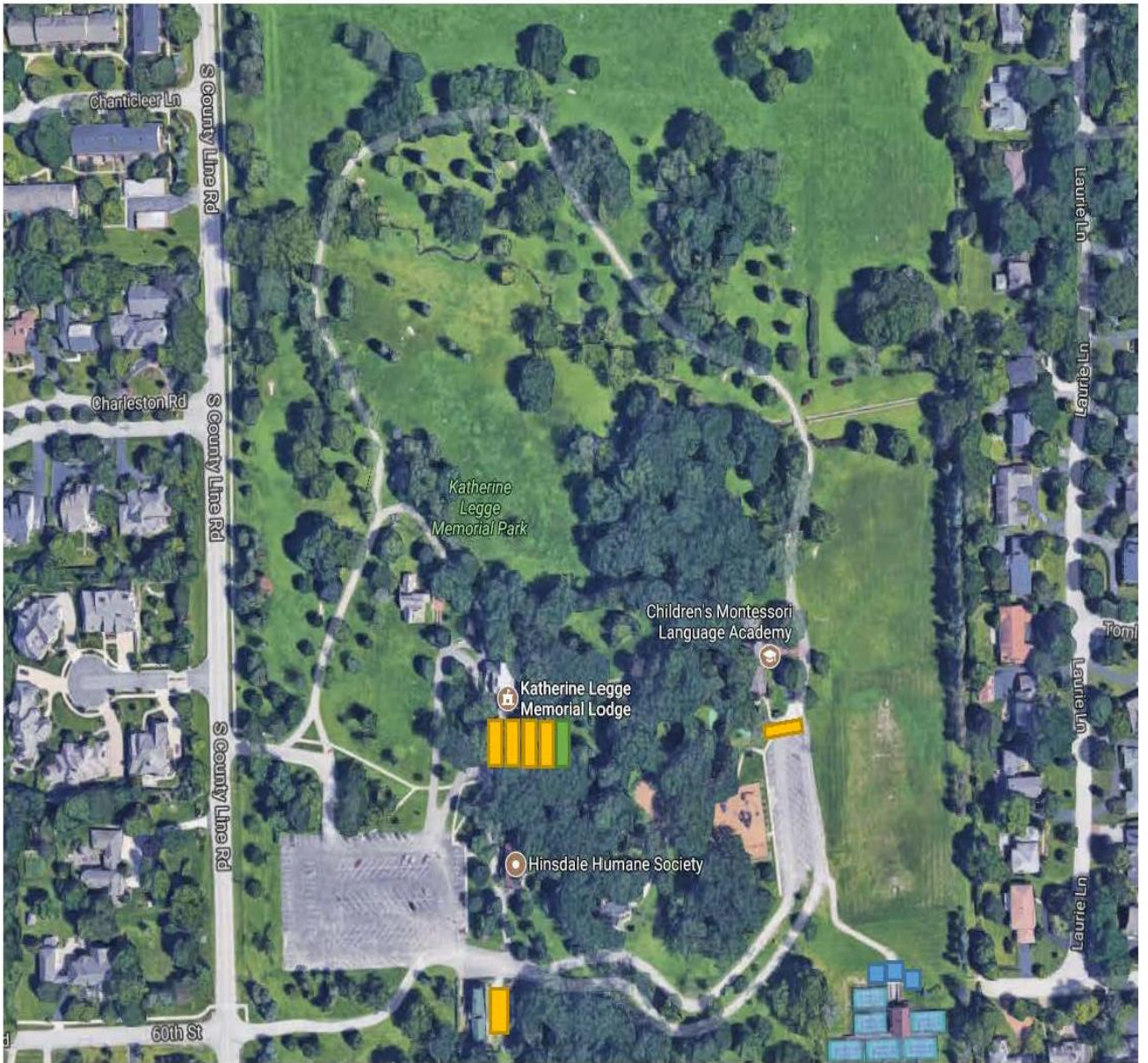


**Hinsdale Pool – Trash Receptacles**

**Area #16**

- Permanent Container
- Recycling tote
- Refuse Dumpster





**Katherine Legge Memorial Park  
 Trash Receptacles  
 Areas #17, #18, #19, #19A, #20**

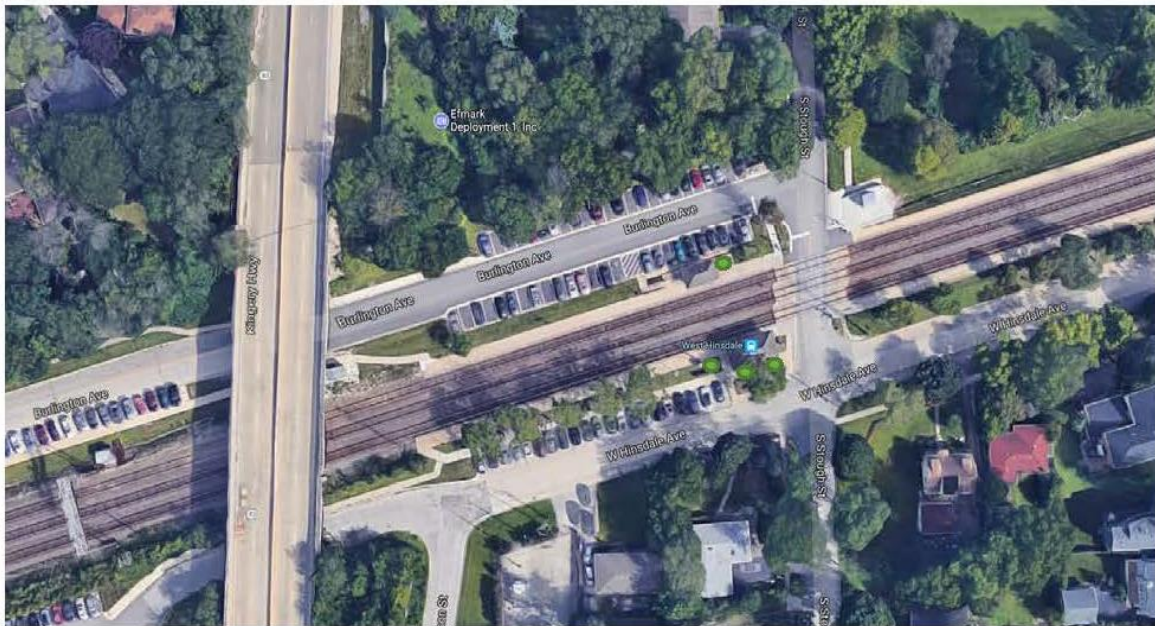
- 65 gal tote
- Refuse Dumpster Locations
- Recycling Dumpster Locations



**Public Works & Water Treatment & Humane Society – Receptacle Locations**

**Areas #21, #21A, #22, #22A, #23**

- Refuse Dumpsters
- Recycling Dumpsters
- 20 Yard Roll Off Container



**West Hinsdale Depot – Trash Receptacles**  
**Area #24**

- Permanent Can



**Veeck Park – Trash Receptacles**  
**Area #25**

- Permanent Can
- 65 gal tote

**Exhibit D**  
**2015 Data**

<b># of Collections Per Week</b>	<b># of 33 Gallon/Back Door count</b>	<b># of 60 Gallon/Back Door Count</b>	<b># of 90 Gallon/Back Door Count</b>
Once a week	1,981	747	1428
Twice a week	157	58	202
<b>Total</b>	<b>2038</b>	<b>805</b>	<b>1630</b>

**GENERAL PRICE QUOTATION SHEET – FLAT RATE COLLECTION SERVICES FOR BACK DOOR REFUSE AND CURBSIDE RECYCLING AND VOLUME-BASED CURBSIDE YARD WASTE**

	5/1/18 - 4/30/19	5/1/19 - 4/30/20	5/1/20 - 4/30/21
35 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$
65 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$
95 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$
35 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$
65 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$
95 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$
35 Gallon Cart (or equivalent size not provided by Contractor) for 2x week refuse pick-up	\$	\$	\$
65 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$
95 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$
Yard Waste Sticker	\$	\$	\$
Cost for Rental of Additional 65 Gallon Cart (or equivalent size) for Yard Waste	S	S	S
Cost for Rental of Additional 95 Gallon Cart (or equivalent size) for Yard Waste	S	S	S

**ALTERNATE PROPOSAL #1  
WEEKLY CURBSIDE COLLECTION OF E-WASTE ON RESIDENTIAL  
COLLECTION DAY**

<b>E-Waste Type</b>	<b># of yard Waste Stickers Required per Item</b>	<b>Cost per Yard Waste Sticker (\$)</b>	<b>Total Cost Per Item (\$)</b>
Televisions and Monitors			
Bundles of E-Waste			
Single Small E-Waste Items			

**ALTERNATE PROPOSAL #2  
CLEAN-UP WEEK – ANNUAL TAKE ALL PROGRAM**

	Year 1 Cost (\$)	Year 2 Cost (\$)	Year 3 Cost (\$)
2-man Truck	\$	\$	\$

This program may be designed in a manner that both the Village and the Contractor agree upon.

### ALTERNATE PROPOSAL #3 SENIOR DISCOUNT

	5/1/18 - 4/30/19 Default - Curbside Price	5/1/18 - 4/30/19 Optional – Rear Door Price	5/1/19 - 4/30/20 Default - Curbside Price	5/1/19 - 4/30/20 Optional – Rear Door Price	5/1/20 - 4/30/21 Default - Curbside Price	5/1/20 – 4/30/21 Optional – Rear Door Price
35 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for recycling 1x/week	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for refuse 1x/week	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for refuse 1x/week – Senior Rate	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) refuse 1x/week – Senior Rate	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for refuse 1x/week – Senior Rate	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for 2x week refuse pick-up – Senior Rate	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for 2x week refuse pick-up – Senior Rate	\$	\$	\$	\$	\$	\$



95 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for 2x week refuse pick-up – Senior Rate	\$	\$	\$	\$	\$	\$
Yard Waste Sticker	\$	\$	\$	\$	\$	\$
Cost for Rental of Additional 65 Gallon Cart (or equivalent size) for Yard Waste	\$	\$	\$	\$	\$	\$
Cost for Rental of Additional 95 Gallon Cart (or equivalent size) for Yard Waste	\$	\$	\$	\$	\$	\$

**ALTERNATE PROPOSAL #4**  
**FLAT RATE COLLECTION SERVICES FOR AUTOMATED CURBSIDE**  
**REFUSE AND RECYCLING WITH OPTIONAL REAR DOOR PICK UP.**  
**VOLUME-BASED CURBSIDE YARD WASTE**

	5/1/18 - 4/30/19 Default - Curbside Price	5/1/18 - 4/30/19 Optional – Rear Door Price	5/1/19 - 4/30/20 Default - Curbside Price	5/1/19 - 4/30/20 Optional – Rear Door Price	5/1/20 - 4/30/21 Default - Curbside Price	5/1/20 – 4/30/21 Optional – Rear Door Price
35 Gallon Cart (or equivalent size) for each recycling 1x/week	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for each recycling 1x/week	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for each recycling 1x/week	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for refuse 1x/week	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for refuse 1x/week	\$	\$	\$	\$	\$	\$
35 Gallon Cart (or equivalent size, Contractor to provide toter for <b>curbside only</b> ) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
65 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
95 Gallon Cart (or equivalent size) for 2x week refuse pick-up	\$	\$	\$	\$	\$	\$
Yard Waste Sticker	\$	\$	\$	\$	\$	\$
Cost for Rental of Additional 65 Gallon Cart (or equivalent size) for Yard Waste	\$	\$	\$	\$	\$	\$

Cost for Rental of Additional 95 Gallon Cart (or equivalent size) for Yard Waste	\$	\$	\$	\$	\$	\$
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