

AGENDA

REGULAR MEETING OF THE MUNICIPAL SERVICES COMMITTEE TO BE HELD ON
MONDAY, AUGUST 12, 2019, AT 5:30 P.M. AT THE VILLAGE HALL, 835 MIDWAY DRIVE,
IN THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

Mayor

Frank A. Trilla

Village Clerk

Leroy R. Hansen

Village Trustees

Sue Berglund

Umberto Davi

Terrence Kelly

Michael Misteale

Gayle Neal

Paul Oggerino

Village Administrator

Brian Pabst

Chief of Police

Robert Schaller

Director of Finance

Carrie Dittman

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF MINUTES:
 - a) July 8, 2019 Regular Meeting of the Municipal Service Committee
4. DISCUSSION – Request for Proposal for Scavenger Services for Single Family Residential Homes in the Village of Willowbrook
5. PROJECT UPDATES:
 - a) Village Hall - Parking Lot Renovation
 - b) Village Hall - Repair of Front Pylon Wall
 - c) Village Motor Fuel Tax 2019 Program
 - d) Architectural Services for CRC Interior Design
 - e) Executive Plaza Drainage Master Planning
6. SUPERINTENDENT OF PUBLIC WORKS UPDATE
7. VISITOR'S BUSINESS

(Public comment is limited to three minutes per person)
8. ADJOURNMENT



MINUTES OF THE REGULAR MEETING OF THE MUNICIPAL SERVICES
COMMITTEE OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY,
JULY 8, 2019 AT THE VILLAGE HALL, 835 MIDWAY DRIVE, IN THE VILLAGE
OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS

1. CALL TO ORDER

Chairman Oggerino called the meeting to order at 5:30 PM.

2. ROLL CALL

Those present at roll call were Chairman Paul Oggerino, Trustee Terrence Kelly, Assistant Village Administrator Michael Mertens, Superintendent of Public Works Joe Coons, Dan Lynch of Burke Engineering and George Guidarelli from MGM Services from 7575 Plaza Court Willowbrook.

3. APPROVAL OF MINUTES

After review of the draft minutes from the May 13th, 2019 regular meeting of the Municipal Services Committee, Trustee Terrence Kelly made a motion to approve the minutes as presented. Chairman Paul Oggerino seconded the Motion. Motion Carried.

4. DISCUSSION – A Short-Term Contract Extension with Republic Services for Scavenger Services for Single Family Residential Homes in the Village of Willowbrook

Assistant Administrator Mertens discussed that he and Superintendent Coons met with Republic Services after the May 13th MSC meeting to attempt to get a short-term contract extension. Our current contract will be expiring December 31st 2019. The Village is looking for a seven-month extension to get us through the month of July 2020. Assistant Administrator Mertens went on to discuss the 3% yearly increase going forward and the new \$1.62 recycling processing fee. Republic Services also said they would go to a one day a week pick up schedule instead of the three-day schedule currently in place. This would take place as of January 1st 2020 and communication to the residents would be required to make them aware of the change. Assistant Administrator Mertens then discussed bringing the extension to the board in two weeks and begin to fine tune the RFP in the fall to give us plenty of time for the bidding process. Assistant Administrator Mertens commented that the attorney has already done the write up for the extension and to have it put on the next board agenda. Trustee Kelly made a motion for this recommendation and Chairman Oggerino seconded the motion.

5. DISCUSSION – A Proposal for Professional Engineering Services for the Village of Willowbrook Stormwater Master Plan for Executive Plaza Drainage Area.

Assistant Administrator Mertens began the conversation explaining the flooding concerns of George Guidarelli from 7575 Plaza Court including the entire Executive area. Discussion went on explaining how the area was designed in the 1970's to hold storm water. Mr. Mertens spoke with Guidarelli in

April about these concerns, and a meeting between Mr. Lynch, Mr. Mertens, Mr. Coons and Foreman of Public Works, Mr. Passero followed to go over plans of the area. After our meeting, Mr. Lynch had an updated aerial map made of the Executive area and was asked to prepare a proposal for Stormwater Master Plan (SMP). Mr. Lynch then gave a very detailed description of the way the storm system in the Executive works today. An extensive conversation between everyone present continued with everyone adding information regarding the past experiences and knowledge of the Executive area. Mr. Lynch added that the last study of the area was done in 1993. There were talks about the way new developments are done by today's standards. Mr. Lynch went on to say that the Public Works department had jetted out a storm line and repaired a pipe that had collapsed recently. Mr. Mertens added that we have the proposal, at a cost of \$48,400, and that it would need to be determined if we budget this for the upcoming year, or pull funding from another project that was budgeted for this year. Trustee Kelly asked how long the study would take and Mr. Lynch estimated 3-4 months. See attached SMP for details.

6. DISCUSSION – Project Reports:

a) Village Hall – Parking Lot Renovation

Mr. Lynch is working on the plans to finish them up so that it can go out for bid. Looking for late July bid and present to the Board the last meeting in August.

b) Village Hall – Repair of Front Pylon Wall

Work scheduled to begin on July 18th. Area of the work will be barricaded off, allowing for access to the front door of the Village Hall.

c) Village Motor Fuel Tax 2019 Program

Mr. Lynch commented that the bid documents are at I-DOT for review and were submitted June 28th. Once I-DOT gives the go ahead, we would be looking at the first meeting in August to award the bid.

d) Architectural Services for CRC Interior Design

Meeting was scheduled for July 9th with the architect to begin interior design. Discussion to bring in Trustee Michael Mistele to help in the design phase was talked about moving forward.

7. SUPERINTENDENT OF PUBLIC WORKS UPDATE

Tree planting program has been completed. Superintendent Coons suggested perhaps doing the tree program differently because when involving the residents in the selection process, this becomes somewhat difficult. Assistant Administrator Mertens suggested that we decide what species of tree we would like to plant and take the homeowner selection out of the equation. Superintendent Coons also discussed various drainage issues and some of the problem solving that was done. Superintendent Coons spoke of 2 main breaks that required some special treatment and were repaired. A new locator was to be delivered on July 10th and training was to follow on that day. Coons also discussed the growing problem of cutting resident parkways. An email had been

sent to our Code Enforcement Officer, Karyn Byrne, to see what action the Village can take.

8. VISITORS BUSINESS

George Guidarelli from MGM Services attended the meeting to discuss the flooding and business impact concerns related to the flooding for the Executive Plaza area.

9. ADJOURNMENT

Motion to adjourn was made by Trustee Kelly. Seconded by Chairman Oggerino. The meeting was adjourned at 6:27 PM.

**MUNICIPAL SERVICES COMMITTEE MEETING
AGENDA ITEM SUMMARY SHEET**

AGENDA ITEM DESCRIPTION
REQUEST FOR PROPOSAL (RFP)
(for competitive refuse services.)

COMMITTEE REVIEW

- ☐ Finance/Administration
- ☒ Municipal Services
- ☐ Public Safety
- ☐ Law & Ordinances

Meeting Date: August 12, 2019

- | | |
|---|---|
| <input type="checkbox"/> Discussion Only | <input checked="" type="checkbox"/> Approval of Staff Recommendation (for consideration by Village Board at a later date) |
| <input type="checkbox"/> Seeking Feedback | <input type="checkbox"/> Approval of Staff Recommendation (for <u>immediate</u> consideration by Village Board) |
| <input type="checkbox"/> Regular Report | <input type="checkbox"/> Report/documents requested by Committee |

ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

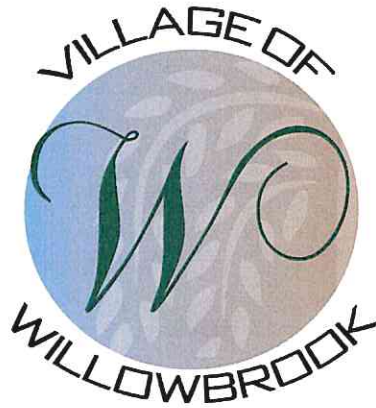
As discussed at a recent Board meeting, staff has drafted a new Request for Proposal to ensure we are receiving the best pricing pertaining to refuse.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

See attached Request for Proposal.

STAFF RECOMMENDATION

Recommended for formal Village Board consideration on or about September 23, 2019.



VILLAGE OF WILLOWBROOK

REQUEST FOR PROPOSAL RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

AUGUST 2019

TABLE OF CONTENTS

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

Section I: Introduction

- A. Definitions
- B. Request for Proposal
- C. Exclusive Contract
- D. Program Design Options
- E. Proposal Delivery Requirements
- F. Proposal Security
- G. Withdrawal of Proposals
- H. Competency of Contractors
- I. Minimum Specifications
- J. Examination of Service Area
- K. Scope of Work
- L. Future Development/Annexations
- M. Contract Document
- N. Proposal Meeting
- O. Contract Time Frame
- P. References
- Q. Award of Contract

Section II: General Requirements

- A. Current Collection Service
- B. Days of Collection
- C. Hours of Collection
- D. Holidays
- E. Employee Conduct/Quality of Performance
- F. Local Improvements
- G. Vehicles
- H. Placement of Containers
- I. Replacement Damage
- J. Missed Pick-up and Complaint Handling
- K. Public Awareness
- L. Change in Service
- M. Contract Extension Option
- N. Contractor Transition
- O. Sticker Transition
- P. Sticker Surcharge

- Q. Insurance
- R. Licenses and Taxes
- S. Indemnification
- T. Irrevocable Letter of Credit
- U. Contingency
- V. Independent Contractor
- W. Right to Audit
- X. Equal Employment Opportunity
- Y. Compliance with Applicable Laws
- Z. Choice of Law
- AA. Prevailing Wage Rates
- BB. Non-assignment
- CC. Penalties and Fines
- DD. Notification

Section III: Refuse, Yard Waste, and Recycling Program General Specifications

- A. Program Design
- B. Collection Standards
- C. Refuse and Recycling Services for Municipal Properties
- D. Refuse Services for Public Trash Receptacles
- E. Refuse Service for Village Sponsored Events
- F. Contractor Participation at Village Sponsored Events
- G. Minimum Recyclable Materials to be Collected
- H. Additional Recyclable Materials Desired to be Collected
- I. Methods of Preparation and Collection of Recyclables
- J. Special Collections
- K. White Goods
- L. Christmas Tree Collection
- M. Disposal of Residential Refuse
- N. Disposal of Residential Yard Waste
- O. Processing of Recyclable Materials
- P. Monthly Report

Section IV: Toter Based Service

- A. Toter Based Service
- B. Billing
- C. Toter Specifications
- D. Toter Price Changes
- E. Yard Waste Disposal
- F. Sticker Design and Construction
- G. Sticker Price Change
- H. Optional Yard Waste Toter

- I. Recyclable Collection
- J. Bulk Materials
- K. Backdoor Refuse, Yard Waste, Leaf, and Recycling Collection Service

Appendices / Exhibits

- Appendix 1: Proposal Sheet
- Appendix 2: General Price Quotation Sheet
- Appendix 3: Minimum Recyclables to be Collected
- Appendix 4: Certificate of Compliance
- Appendix 5: Schedule of Alternatives and Deviations
- Appendix 6: Schedule of Vehicles/Equipment
- Appendix 7: Schedule of Illinois Municipalities Served
- Appendix 8: Location of Disposal Facilities
- Appendix 9: Contractor Qualifications
- Appendix 10: Alternate Bids
- Exhibit A: Solid Waste Collection Day Map
- Exhibit B: Public Trash Receptacles Collection Locations
- Exhibit C: Weight of Recyclable Materials Collected
- Exhibit D: Special Provisions for Prevailing Wages

SECTION I INTRODUCTION

A. DEFINITIONS

The following words and phrases, when used in this Request for Proposal document, shall have the meanings as specified herein.

Amnesty Day Collection: A once per year collection **where residents can place at the curb an unlimited amount of refuse** and not be required to sticker or be billed for such service. The Contractor and the Village shall agree upon the date of collection. The contractor shall be responsible for the advertisement and communication of the agreed upon amnesty day.

Aluminum Formed Containers/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances, which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Catalog: A book made from either glossy or non-glossy paper stock, which contains an itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Chipping: The mechanical process of breaking up woody yard waste into smaller pieces to be used as landscape mulch or a bulking agent.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract: The following attachments shall be incorporated herein and shall constitute the Contract documents: The Request for Proposal Documents, including all addenda issued, the signed bid proposal, and any other documents as may be deemed necessary by the Village.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway area used for the collection of refuse, yard waste, and recycling containers.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High Density Polyethylene (HDPE) Blow Molded Containers: Milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High-Density Polyethylene (HDPE) Containers: Margarine tubs, baby wipe containers, and other similar ejection molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from “do-it-yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

Household Garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

Juice Boxes: Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences.

Kraft Paper Products: Mailing tubes, wrapping paper, and other similar Kraft type paper items.

LDPE: Low density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post-it notes, and other similar paper products.

Polyethylene Terephthalate (PET) Blow Molded Containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polystyrene (#6) Plastic Containers: Plastic deli containers, cottage cheese, yogurt, and other similar shaped containers.

Polystyrene (#6) Plastic Foam Containers: Foam drinking cups, plates, carry-out containers, egg cartons, meat and produce trays, and other similar foam materials.

Polystyrene (#6) Plastic Packaging Materials: White and clear packing grade.

Refuse: Household garbage, household construction and demolition debris, white goods, and bulk materials.

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream.

Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, colored and clear glass bottles, plastics #1-7 bottles and containers, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, mixed paper, wet strength carrier stock, junk mail, aseptic packaging, gable top containers, six pack rings, and any other items the Village and the Contractor agree to recycle in the future.

Single Stream Recycling: The process in which all recycle material is commingled into a single container, left at the curb to be collected by one truck and separated at the recyclable processing facility.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen: i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

Yard Waste Containers: Yard waste containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-five (95) gallons in size, requiring a semi-automated lifting mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Stack: Any material allowed under the definition of Hard Landscape Waste such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the stack not exceeding eighteen (19) inches. Stacks of landscape waste material do not have to be bundled with twine or string in any way, but each stack meeting the above-mentioned specifications should be separated into a distinct pile.

B. REQUEST FOR PROPOSALS

The Village of Willowbrook, DuPage County, Illinois, (hereinafter referred to as “Village”), a municipal corporation acting under its statutory home-rule powers, is seeking proposals for the establishment of a Residential Solid Waste Collection and Disposal Service. This Request for Proposal (RFP) document describes in detail the Village’s objectives and criteria for the establishment of a Solid Waste Collection Service, as well as the anticipated review and selection process.

Any firm (hereinafter referred to as “Contractor”) desiring to furnish a quotation for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. EXCLUSIVE CONTRACT

It is the express intent of the Village to award an exclusive contract for a four (4) year period commencing on August 1, 2020 and ending on midnight July 31, 2024 for curbside collection of refuse, yard waste, and recyclable materials. The contract shall include all detached single-family dwelling units, which currently receive curbside refuse collection (approximately 1,649 households). The contract shall not include multifamily properties serviced by curbside service, centralized dumpsters, or commercial, industrial, or institutional properties.

D. PROGRAM DESIGN OPTIONS

The method of collection shall be a toter based system involving the exclusive use of Contractor supplied toters as described in Section IV of this RFP.

E. PROPOSAL DELIVERY REQUIREMENTS

Sealed proposals must be addressed to: Village Clerk, Village of Willowbrook, 835 Midway Drive, Willowbrook, Illinois 60527, no later than 12:00 p.m., Friday, September 6, 2019. Sealed envelopes should also be clearly labeled "Solid Waste Collection and Disposal Service". Facsimile or E-mail transmitted proposals will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village of Willowbrook at the location stated in this subsection.

Proposals received prior to the deadline will be securely kept and unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

F. PROPOSAL SECURITY

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000.00), made payable to the Village of Willowbrook. Proposals submitted without the required security shall be rejected. After formal written notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

1. The successful Contractor's security shall be retained until the required performance bond has been furnished;
2. Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

G. WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of proposal may be granted if the request is received by the Village Administrator prior to the submittal deadline. After the deadline, the Contractor cannot withdraw or cancel its proposal.

H. COMPETENCY OF CONTRACTORS

The Village reserves the right to determine the competence, as well as the 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.

I. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements of the Village and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 5, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 5, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village shall be the sole and final judge of compliance with all specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

J. EXAMINATION OF SERVICE AREA

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the RFP document.

K. SCOPE OF WORK

The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, 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. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with the RFP document.

The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

L. FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service any land annexed to the Village of Willowbrook during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein. Any changes to the corporate boundaries or service area resulting from

annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the Village.

M. CONTRACT DOCUMENT

It is the express intent of the Village that all specifications as outlined in this Request for Proposal document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

N. PROPOSAL QUESTIONS

Contractors may e-mail the Village with questions to the Village BPabst@willowbrook.il.us regarding the RFP. All questions and answers will be e-mailed to all respondents listed.

The Contractor shall bear the sole responsibility for ensuring it has received any and all addenda items.

O. CONTRACT TIME FRAME

It is the express intent of the Village to establish service with the successful contractor for solid waste collection and disposal service for implementation beginning, August 1, 2020. In order to accomplish this implementation, the following time periods shall be used by the Contractor:

August 13, 2019:	Request for Proposals issued to Contractors
September 6, 2019:	Proposal Deadline at Noon.
September 9, 2019:	Recommend contractor to the Municipal Services Committee
September 23, 2019:	Determine the most responsive and responsible Bidder
August 1, 2020:	Successful Contractor begins providing service on specified days

P. REFERENCES

The Contractor shall provide at least five (5) municipal references in accordance with Appendix 7 and shall indicate, if appropriate, which municipality has implemented a toter based system.

Q. AWARD OF CONTRACT

The Village will award the contract that is most advantageous to the residents of Willowbrook. Price, conformance to specifications, innovative proposals, suggested alternatives and deviations, and other performance measures will be considered as elements of a responsible proposal. The Village reserves the right to reject any or all proposals and to waive any informality or irregularity in the proposal received.

SECTION II GENERAL REQUIREMENTS

A. CURRENT COLLECTION SERVICE

The Village currently operates under a toter based system for once a week, same day curbside collection of refuse, yard waste, and recyclable materials for approximately 1,649 detached single-family residences. Refuse and recycling collection services are provided on a year-round basis, and yard waste collection services are provided from the first full week of April through the second week of December. The charge for yard waste collection is based upon the purchase of "Yard Waste" stickers or waste cart service. The stickers can be purchased by homeowners directly from the Contractor through the mail, at local businesses, and at Village Hall. If stickers are utilized, one sticker must be attached to each approved yard waste container placed at the curb for collection.

B. DAYS OF COLLECTION

The Contractor shall provide at a minimum once a week, same-day refuse, yard waste, and recyclable collection service to all detached single-family residential properties that currently receive curbside collection. The contractor may either divide the service area into two (2) distinct collection areas with each collection area receiving service on a separate collection day or provide all services in one day. Respondents may provide varying services (number of days, etc.) as alternates. The days of collection may be designated in accordance with the Solid Waste Collection Day Map attached as Exhibit A and shall be incorporated herein. Boundary line streets shall have both sides of that street collected on the same day.

C. HOURS OF COLLECTION

The Contractor shall not commence work before 7:00 a.m., and shall cease collection by 5:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse weather conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Willowbrook residents with as little noise, disturbance, and disruption as possible.

D. HOLIDAYS

The Contractor shall not be required to provide refuse, yard waste, or recyclable collection services on the following recognized holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event that any of these holidays fall on a week-day, all refuse, yard waste, and recyclable collection services scheduled on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

E. EMPLOYEE CONDUCT/QUALITY OF PERFORMANCE

The Contractor shall undertake to perform all collection and disposal services rendered herein in a clean, orderly, and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly, and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

F. LOCAL IMPROVEMENTS

The Village reserves the right to construct any improvements or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

G. VEHICLES

The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the contract in accordance with Appendix 6. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which are 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 can leak, spill, or blow off the vehicle. In the event any refuse, recyclables, or yard waste should leak, spill, or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean up of the litter.

All vehicles used in the collection of recyclable materials shall be operated in such a way as to allow for the physical characteristics of the materials to be retained. Compaction of materials shall be performed at a minimum.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

H. PLACEMENT OF CONTAINERS

The Contractor shall return all containers at each pick-up location at which they were found. Containers will be placed, not thrown, and shall not be left lying on their sides. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner. Each truck shall be equipped with a broom and shovel for the purpose of cleaning up any debris spilled by the driver in the course of pickup.

I. REPLACEMENT DAMAGE

The Contractor is responsible for damage resulting from its careless handling of any receptacle. All containers, which suffer damage caused by the Contractor, as reported by the user, shall be replaced by the Contractor at no extra charge to the user. If the replaced container is not a Contractor supplied totter, the container so supplied shall then belong to the user.

J. MISSED PICK-UP AND COMPLAINT HANDLING

The Contractor shall establish and maintain a local office and telephone number for the receipt of service calls or complaints, Monday through Friday from 8:30 a.m. to 5:00 p.m. during the term of the contract. All complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received. The Contractor shall investigate any alleged missed scheduled collections, and if such allegations are found to be valid, arrange for the pick-up of materials within twenty-four (24) hours after the complaint is received.

The Contractor shall supply to the Village, on a monthly basis, a report listing all complaints received from any customer who resides within the Village. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor, and the date the complaint was resolved.

K. PUBLIC AWARENESS

The Contractor shall develop a Public Awareness Program to inform Willowbrook residents of all aspects included in the revised Residential Solid Waste Collection and Disposal Service. The Public Awareness Program shall include at a minimum the development of an informational brochure, provided at no cost to the Village, to be mailed to all program participants no later than Monday, November 2, 2020. The Contractor shall also supply additional copies of the informational brochure to the Village for distribution to new residents. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the Village. All costs associated with production and distribution of the informational brochure including, but not limited to, typesetting, printing, and postage, shall be the responsibility of the Contractor.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The Village retains the right to approve all materials to be delivered by the Contractor to Willowbrook residents including, but not limited to, door hangers, leaflets, fliers, etc.

L. CHANGE IN SERVICE

If the Village should wish to change the type of service provided for during the term of the contract including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been served.

M. CONTRACT EXTENSION OPTION

Upon the mutual written consent of both the Village and the Contractor, the Contract may be extended beyond its term provided the agreement. The Contract may be extended for a period of no more than four (4) years from the date of expiration. All amendments and changes to the contract shall be made in writing and shall be agreed upon by both the Village and the Contractor.

In the event of such an extension, the Contractor shall provide proof of insurance and bond as set forth in subsections Q and T below.

N. CONTRACTOR TRANSITION

Should the Village select a different hauler at any time, the Contractor shall agree to refund to all customers the full purchase price of any refuse, yard waste, and leaf disposal sticker returned to the Contractor within thirty (60) days after such contract expiration for a full refund. The Contractor shall reimburse retailers as appropriate for returned or unsold refuse, yard waste and leaf disposal stickers within thirty (60) days from the expiration date.

O. STICKER TRANSITION

The Contractor shall honor any yard waste disposal stickers used from the previous collection program during the first two weeks of the new collection service. However, in an effort to keep the number of old stickers used to a minimum, the Village shall offer a sticker buy back program in which Willowbrook residents can return their old disposal stickers to Village Hall for a refund. Contractors are encouraged to offer other alternatives.

P. STICKER SURCHARGE

The Village may elect to add a surcharge to the price of disposal stickers to generate revenue for funding a solid waste management program, such as a Village sponsored Household Hazardous Waste collection event. If the Village should add a surcharge to the price of disposal stickers, the Contractor shall, on a monthly basis, forward all surcharge revenues to the Village by the thirtieth (30th) day of the following month. The Contractor agrees to provide sufficient documentation, as determined by the Village, to verify the number of disposal stickers sold.

Q. INSURANCE

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

Workers' Compensation Insurance as prescribed by the laws of the State of Illinois.

Employers' Liability Insurance, with limits of not less than two million dollars (\$2,000,000) per occurrence.

Commercial General Liability Insurance: two million (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum General Aggregate shall be no less than four million (\$4,000,000) or a project/contract

specific aggregate of two million (\$2,000,000).

Commercial Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

Umbrella Excess Liability Insurance with a limit of not less than five million dollars (\$5,000,000) for bodily injury, property damage, and personal injury per occurrence.

The Contractor shall include the Village, its officers, employees, and agents as additional named insured on the foregoing policies, except Workers' Compensation. The Contractor's insurance policies shall be primary to the Village's insurance policies with regards to claims arising out of work performed in accordance with these specifications and provisions. The Contractor shall be solely responsible for satisfying any deductible required under the insurance policies. The Contractor shall also furnish the Village a Certificate of Insurance naming the Village of Willowbrook as an additional insured, attesting to the respective insurance coverage for the full term of the contract. The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy at least ninety (90) days prior to the effective date of cancellation or reduction.

R. LICENSES AND TAXES

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Contractor shall also pay all Federal, State, and local taxes, including sales tax, social security, workers' compensation, unemployment insurance, and any other tax which may be chargeable against labor, material, equipment, or real estate.

S. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village, its officials, agents and employees, against any and all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

T. IRREVOCABLE LETTER OF CREDIT

In lieu of a performance bond, the Contractor shall furnish to the Village an irrevocable letter of credit in the amount of five hundred thousand dollars (\$500,000) from a reputable banking institution to guarantee the faithful performance of the contract. The letter of credit shall be

payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the contract, including any extension period, and be delivered to the Village prior to July 15, 2020.

U. CONTINGENCY

If the Contractor fails to perform the work as specified herein, the Village may take such steps as are determined necessary to furnish services according to the collection requirements provided for in the RFP document. The Village shall provide the Contractor at least twenty-four (24) hours written notice and shall draw on the Contractor's letter of credit for all expenses incurred as a result of such action.

V. INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent Contractor and that none of its employees, agents, or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security, and other payroll tax payments required by law or union contract.

W. RIGHT TO AUDIT

The Village reserves the right to audit the Contractor's records as follows:

The Village shall have the authority to review and audit all records and receipts of the Contractor regarding the awarded contract. The Contractor shall be given ten (10) calendar days notice of the review or audit.

The Contractor shall keep its books and records in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

X. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

Y. COMPLIANCE WITH APPLICABLE LAWS

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

Z. CHOICE OF LAW

The construction and interpretation of this Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the (except those provisions relating to conflict of laws) of the State of Illinois and brought in a court of competent jurisdiction in DuPage County, Illinois.

AA. PREVAILING WAGE RATES

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission, and each year thereafter, attached as Exhibit D and incorporated herein.

BB. NON-ASSIGNMENT

The Contractor shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

CC. PENALTIES AND FINES

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the contract.

DD. NOTIFICATION

Responses to the Request for Proposal (RFP) shall be sealed and addressed to the Village as follows:

Village of Willowbrook
Village Clerk
Labeled: Solid Waste Collection and Disposal Service
835 Midway Drive
Willowbrook, Illinois 60527

SECTION III REFUSE, YARD WASTE, AND RECYCLING PROGRAM GENERAL SPECIFICATIONS

A. PROGRAM DESIGN

The collection of household garbage, bulk materials, white goods, and household construction and demolition debris shall be offered on a year-round basis.

The yard waste collection service shall be offered starting with the first full week of April through the second full week of December during the term of the contract. The Village reserves the right to extend the length of the Yard Waste Collection season, at its discretion, for a period of up to two (2) weeks after the December ending date and shall notify the Contractor of such change.

The collection of recyclables shall be offered on a year-round basis. The cost of the curbside recycling program shall be built into the cost of collecting refuse at the rates shown on the enclosed price quotation sheet attached as Appendix 2, with no additional charge to either the Village or resident for curbside recycling service.

The Contractor shall retain 100% of the proceeds from the sale of recyclables, and the projected revenues from the sale of collected materials shall be taken into consideration when determining the cost for recycling services. In order to assist the Contractor in making an accurate revenue projection, a summary of the total pounds of recyclable materials collected at the curbside for 2018 has been attached as Exhibit C and shall be incorporated herein.

The data collected in Exhibit C was compiled by the current waste hauler and is to be used for informational purposes only. The Village of Willowbrook does not certify or guarantee the amount of refuse, yard waste, recyclables or white goods is accurate or indicative of what future waste haulers may collect.

B. COLLECTION STANDARDS

In order for an approved refuse, yard waste, or recycling container to be collected, each container must either be a Contractor supplied and approved toter or be properly stickered. Stickered shall mean that it has a pre-paid yard waste sticker, exclusively supplied by the Contractor, securely and visibly affixed thereto. There shall be no limit on the number of containers placed out for collection by a given household, provided all containers are Contractor supplied and approved toters or are properly stickered with yard waste stickers.

The Contractor shall be required to provide a tagging system for any refuse container that is not collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, overcapacity; container overweight; unacceptable refuse; wrong or no sticker attached; branches not stacked; stacks are in excess of four (4) foot lengths; bags contain unacceptable material; contaminants; improper preparation (recyclables); materials not accepted in program (recyclables); refuse and/or yard waste mixed with recyclables; and the like. Recyclable materials that were rejected shall be returned to the bin and not be left on the street or parkway areas. The Contractor shall submit with this proposal an example of the tagging system to be used.

The Contractor will also be responsible for cleaning up any material that has spilled as a result of the collection process.

C. REFUSE AND RECYCLING SERVICES FOR MUNICIPAL PROPERTIES

The Contractor shall provide, at no cost to the Village, twice a week, if necessary, refuse collection, as well as special pick-ups upon the request of the Village, from the following municipal properties:

Village Hall, 835 Midway Drive, Willowbrook, Illinois 60527

Police Station, 7760 Quincy Street, Willowbrook, Illinois 60527

Community Resource Center (CRC), 825 Midway Drive, Willowbrook, Illinois 60527

Public Works Facility, 710 Willowbrook Centre Parkway, Willowbrook, Illinois 60527

In addition, the Contractor shall provide, at no cost to the Village, a comprehensive recycling program for the Village Hall. The Contractor shall collect and recycle a minimum of once per week, all recyclables selected by the Contractor as listed in Appendix 3, Minimum Recyclables to Be Collected.

The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the contract. The number and type of containers or dumpsters and their placement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of the contract.

D. REFUSE SERVICES FOR PUBLIC TRASH RECEPTACLES

The Contractor shall provide, at no cost to the Village, refuse collection service for all Village owned trash receptacles located throughout the Village. The specific locations of the containers are attached as Exhibit B and shall be incorporated herein. The Contractor shall provide twice per week refuse collection during the period from November 1st to March 31st. The Contractor shall also provide daily refuse collection, if necessary, during the period from April 1st through October 31st.

The Village reserves the option, at its sole discretion, to add or remove any Village designated location from collection service as described in Exhibit B as well as to change the frequency of collections. The Village shall notify the Contractor in writing of any such changes.

E. REFUSE SERVICES FOR VILLAGE SPONSORED EVENTS

The Contractor shall provide, at no cost to the Village, refuse and/or recycling collection service for Village sponsored community events during the term of the contract as requested by the Village Administrator.

F. CONTRACTOR PARTICIPATION AT VILLAGE SPONSORED EVENTS

The Contractor shall have representatives available to participate in community sponsored events promoting environmental awareness.

G. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

In Appendix 3, the Village is requesting the Contractor check off all recyclable material it

proposes to collect. The material the Contractor selects to be recycled must be done so for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items that will be collected, not on the current list.

H. ADDITIONAL RECYCLABLE MATERIALS DESIRED TO BE COLLECTED

The Village reserves the right to accept or reject any or all of the additional materials submitted by the Contractor in Appendix 3 which may be offered for collection in the curbside recycling program. In addition, the Village reserves the right to require the Contractor to add to the list of recyclables collected in Appendix 3, if the Contractor is collecting a recyclable in another municipality.

I. METHODS OF PREPARATION AND COLLECTION OF RECYCLABLES

The Contractor shall use a single stream collection method for collecting recyclable material. In addition, the Contractor shall specify the method in which the recyclables are to be prepared for collection by the household. Preparation requirements shall include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like.

J. SPECIAL COLLECTIONS

The Contractor shall offer a special curbside collection service for any quantity of refuse and debris that would not be practical to put into cans or bags, including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The collection costs for such services shall be based upon cubic yards of refuse as specified on the enclosed price quotation sheet. One (1) cubic yard of refuse shall be the minimum amount of refuse required for a special collection. Payment for any special collection shall be made directly to the Contractor by the resident, and collection of such fees shall be the sole responsibility of the Contractor. The Contractor shall not charge residents a service fee for special collections on their regular collection day. The Contractor may charge residents a service fee for special collections on days other than their regular collection day.

The Contractor shall advise the resident directly of the terms of special collections; i.e. what materials will be collected; how the materials should be prepared; the date of collection; the policy on furnishing advance estimates of charges, and the like.

The Contractor shall also at the request of the Village, collect quantities of refuse, debris, or yard waste left at the curb without proper stickers or preparation in unusual circumstances, i.e. evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot be easily picked up at the curbside. The terms of, as well as charges and payment for, this service shall be arranged solely between the Contractor and the resident.

K. WHITE GOODS

The Contractor shall properly collect and recycle/dispose of all white goods collected in compliance with all federal, state, and local laws, rules, regulations, statutes, ordinances and

restrictions. Examples of white goods include refrigerators, hot water heaters, and any other appliance containing CFC or HCFC refrigerant gases, PCB containing capacitors, mercury switches, and other hazardous components. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be at the rate specified in the enclosed price quotation sheet.

L. CHRISTMAS TREE COLLECTION

The Contractor shall provide a special collection for Christmas trees for the month of January. The Contractor agrees to perform this once a year service at no charge to either the Village or Willowbrook residents.

M. DISPOSAL OF RESIDENTIAL REFUSE

The Village reserves the right to approve the landfill site location the Contractor intends to use for the disposal of refuse collected at the curbside. The Contractor shall provide the name and location of the disposal site in accordance with Appendix 8.

In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs of disposal created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

N. DISPOSAL OF RESIDENTIAL YARD WASTE

The Village reserves the right to approve the composting facility the Contractor intends to use for the disposal of yard waste and leaves collected at the curbside. The Contractor shall provide the name and location of the disposal site in accordance with Appendix 8.

In the event that the Village prefers an alternative site, the Contractor shall use the alternative site location provided that any changes in the costs of disposal created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

O. PROCESSING OF RECYCLABLE MATERIALS

The Village reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected at the curbside. The Contractor shall provide the name and location of the processing facility in accordance with Appendix 8. In the event that the Village prefers an alternative site, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

P. MONTHLY REPORT

The Contractor shall prepare and submit to the Village a monthly refuse, yard waste, and recycling report, by the 15th day of the following month. The report shall include summaries of the following information:

- 1) Total weight in tons and total volume in compacted cubic yards of refuse landfilled;
- 2) Total volume, in compacted cubic yards, of yard waste collected;
- 3) Weekly set-out rate for recyclables;

- 4) Annual participation rate (total number of set-outs divided by the number of homes included in the collection service);
- 5) Total weight, in pounds, of recyclable materials collected;
- 6) Number of white goods collected;
- 7) Revenue received by Contractor for sale of recyclables;
- 8) Tipping fee charge per ton at the landfill site;
- 9) Tipping fee charge per compacted cubic yard at the compost facility;
- 10) Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site);
- 11) Name and location of the landfill facility used by Contractor;
- 12) Name and location of compost facility used by Contractor;
- 13) Name and location of processing facility used by Contractor; and
- 14) Report tabulating all complaints filed by Willowbrook Residents.

SECTION IV TOTOER BASED SERVICE

A. TOTOER BASED SERVICE

The Contractor shall agree to provide at a minimum once a week refuse and recyclable collection service through the exclusive use of Contractor supplied and approved toters. Every detached single-family dwelling unit shall receive two (2) toters, one for refuse and the other for recyclables.

B. BILLING

The Contractor shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet. The Contractor shall be responsible for the purchasing, distribution, and maintenance of all supplied toters and necessary related equipment. All costs associated with the purchase, distribution, maintenance, and lease of toters shall be included in the total price of the totor service.

C. TOTOER SPECIFICATIONS

Residents shall have the option of using two different size toters for the disposal of refuse and recyclables. These toters should be designed with a tight-fitting lid, wheels and a capacity of either sixty-five (65) or ninety-five (95) gallons. An optional totor with a capacity of thirty-five (35) gallons shall be supplied to senior citizens at a discount in accordance with the enclosed price quotation sheet (Appendix 2). Requested changes in totor size shall be done at no cost to the resident for the first ninety (90) days of the new totor service program or after a new resident moves in.

The Contractor shall purchase and maintain a reasonable supply of refuse and recycling toters to cover replacements for lost, damaged, and stolen toters; and initial toters for new construction. The manufacturer's name, location, and the model number of the containers to be used shall be included in this proposal, as well as a copy of the product sheet. The Village reserves the right to approve the type of bins to be purchased by the Contractor.

D. TOTOER PRICE CHANGES

The enclosed price quotation sheet should reflect the year-to-year price changes for the totor service. In no case shall the annual adjustment exceed five (5) percent per year. The Village reserves the right to request such other information, from the Contractor as may be necessary to evaluate any proposed rate increase or decrease.

E. YARD WASTE DISPOSAL

The Contractor shall agree to provide at a minimum once a week yard waste collection service through the use of yard waste disposal stickers. Homeowners may purchase yard waste stickers from the Contractor, at Village Hall, or at local retailers at the rates shown on the enclosed price quotation sheet.

The Contractor shall be responsible for the printing, distribution, and sale of yard waste disposal stickers which should be designed to be of a "one-time use" variety. The Contractor shall arrange for area retailers to aid in the sale of stickers, and shall make every effort to secure arrangements with at least four (4) retail establishments in the area so as to achieve reasonable Village-wide

coverage and a readily available supply of stickers. The Village shall also agree to act as a retailer in the sale of yard waste disposal stickers.

The Contractor shall provide yard waste disposal stickers on consignment to local retailers and shall not charge retailers for the storage, handling, mail, or in person delivery of such stickers. The Contractor shall also offer stickers for sale to Willowbrook residents through mail order and shall include handling and mailing costs in the total cost for the stickers. No other mark up for mail orders shall be permitted. The Contractor may require a minimum quantity for purchase through the mail and must inform the Village of such requirements. Willowbrook residents may request the mail order of stickers by phone. The Contractor may sell stickers directly to residents by mail on either a pre-paid or a billable basis, at its discretion. Billing and collection of charges for residential mail orders shall be the sole responsibility of the Contractor.

F. STICKER DESIGN AND CONSTRUCTION

The Village reserves the right to approve or disapprove of the design and construction of the Contractor's yard waste disposal stickers. Stickers must be of an approved color which should be clearly visible from a distance by drivers at dawn or dusk. The paper used shall be biodegradable and shall contain a backing of glue that will adhere to container surfaces in sub-zero temperatures as well as in extreme heat. All yard waste stickers shall display the Village of Willowbrook name and shall be clearly labeled for "refuse or yard waste" use only.

G. STICKER PRICE CHANGE

Yard waste disposal sticker prices may be changed on an annual basis only in accordance with the enclosed price quotation sheet. The Contractor, the Village, and local retailers shall begin selling stickers at the new price effective on the anniversary date of the contract; i.e., August 1, 2020, August 1, 2021, August 1, 2022, August 1, 2023, and August 1, 2024. The Contractor shall honor the use of old yard waste stickers for an unlimited time after the new sticker price has been instituted, at no additional charge to the retailer, Village or homeowner.

H. OPTIONAL YARD WASTE TOTER

The Contractor shall make available to residents participating in the yard waste disposal sticker service, as an optional service, once per week yard waste and leaf collection from Contractor supplied and approved toters. The Contractor shall bill the resident receiving the service directly and in accordance with the enclosed price quotation sheet. The resident will be billed for the season from April to early December only. The resident may cancel the optional yard waste and leaf collection toter service, without a penalty fee, provided the resident notifies the Contractor in writing thirty (30) days in advance of the last date of desired service.

I. RECYCLABLE COLLECTION

Each detached single-family unit may place one (1) recyclable toter and an unlimited number of bins or quantity of recyclables that a household may place at the curbside for collection. Residents have the right to purchase additional recycling bins or to set out other containers which are clearly marked for recycling collection. The Contractor shall collect from all recycling bins that have been placed at the curbside for collection.

J. BULK MATERIALS

The Contractor shall provide collection services for items which are too large to fit into an approved toter, e.g. discarded toys, crates, barrels, small tables, small chairs, etc.; residents will be allowed to place one (1) bulk item once per week for disposal immediately adjacent to the refuse and recycling toters. The cost for the collection of bulk materials shall be figured into the total cost of the toter service.

Included in the collection of bulk materials is the collection of household construction and demolition debris either placed in stacks weighing less than fifty (50) pounds and four (4) feet in length, or placed in containers weighing less than fifty (50) pounds. The Contractor shall not require residents to use string, twine, or any other means to bundle a stack of refuse or yard waste for collection.

K. BACKDOOR REFUSE, YARD WASTE, LEAF, AND RECYCLING COLLECTION SERVICE

The Contractor shall make available to residents participating in the curbside collection program, as an optional service, once per week backdoor refuse, yard waste, leaf, and recycling collection services. Each container placed out for backdoor collection must either be in an approved toter or have the appropriate yard waste disposal sticker attached for collection. The Contractor shall bill the resident receiving this service directly for the additional costs for collection as indicated on the enclosed price quotation sheet.

APPENDIX 1

VILLAGE OF WILLOWBROOK
PROPOSAL FOR RESIDENTIAL SOLID WASTE COLLECTION
AND DISPOSAL SERVICE
AUGUST 2019

WE HEREBY AGREE TO PROVIDE RESIDENTIAL SOLID WASTE AND COLLECTION SERVICES TO THE VILLAGE OF WILLOWBROOK IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL PROVISIONS, INSTRUCTIONS, AND SPECIFICATIONS FOR THE PRICES AS STATED IN APPENDIX 2 AND APPENDIX 10.

Dated and signed this _____ day of _____, 2019.

If an individual or partnership,
all individual names of each
partner must be signed.

If a corporation, an officer
duly authorized must sign
and affix corporate seal.

Company

Signature

Position

Address

Telephone

E-mail

APPENDIX 2

GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

Service Description	Year 1 (2020)	Year 2 (2021)	Year 3 (2022)	Year 4 (2023 to contract end)
Toter Base Services*				
95-gallon (per month)	\$	\$	\$	\$
65-gallon (per month)	\$	\$	\$	\$
35-gallon (per month)	\$	\$	\$	\$
35-gallon-senior citizens / 65 and older (per month)	\$	\$	\$	\$
Optional Yard Waste Toter Service				
95-gallon (per month)	\$	\$	\$	\$
65-gallon (per month)	\$	\$	\$	\$
35-gallon (per month)	\$	\$	\$	\$
35-gallon-senior citizens / 65 and older (per month)	\$	\$	\$	\$
Optional Backdoor Toter Monthly Service Fee	\$	\$	\$	\$
Optional Backdoor Yard Waste Monthly Service Fee	\$	\$	\$	\$
Yard Waste Stickers (per sticker)	\$	\$	\$	\$
White Goods (cost per item)	\$	\$	\$	\$
Special Collection Charge (per cubic yard)	\$	\$	\$	\$
Charge to Exchange Toters**	\$	\$	\$	\$

*Includes recycling cart

**After initial exchange within first 90 days

APPENDIX 3 MINIMUM RECYCLABLES TO BE COLLECTED

The Village is requesting the Contractor check off all recyclable material it shall collect. The material the Contractor selects to be recycled must be done so for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Non-Paper Items Paper Items

- ☐ PET (#1) plastic bottles & containers
- ☐ Corrugated Cardboard
- ☐ HDPE (#2) plastic bottles & containers
- ☐ Chipboard (Paperboard)
- ☐ PVC (#3) plastic bottles & containers
- ☐ Newspaper
- ☐ LDPE (#4) plastic bottles & containers
- ☐ Magazines & catalogs (glossy & non-glossy)
- ☐ PP (#5) plastic bottles & containers
- ☐ Telephone directories
- ☐ PS (#6) plastic bottles & containers
- ☐ Brown kraft paper bags
- ☐ Other (#7) plastic bottles & containers
- ☐ Wet strength carrier stock
- ☐ LDPE & HDPE soft plastic 6 & 12 pack rings
- ☐ Junk mail
- ☐ Brown, green and clear glass containers
- ☐ Mixed Paper
- ☐ Aluminum formed containers/wrap
- ☐ Steel/tin/bi-metal cans
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

Additional Recyclable Material

- ☐ Aseptic packaging
- ☐ Aerosol Cans
- ☐ Household Batteries
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

APPENDIX 4
VILLAGE OF WILLOWBROOK
CERTIFICATE OF COMPLIANCE

The undersigned, being first duly sworn an oath, deposes and states that he has the authority to make this certificate on behalf of the bidder for this product, commodity, or service briefly described as follows:

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE

The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

This Business Firm is: (check one)

Corporation _____ a Partnership _____ an Individual _____

Firm Name: _____

Firm Address: _____

Signature: _____ Position: _____

Date Signed: _____

APPENDIX 5
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document.

Section	Subsection	Explanation of Alternative/Deviation

**APPENDIX 6
SCHEDULE OF VEHICLES/EQUIPMENT**

Please list all vehicles and equipment which will be used in the performance of the contract. List refuse, recycling, and yard waste vehicles in separate groupings. Please attach additional sheets if necessary

REFUSE

Year	Make	Body Type	Vehicle Identification Number	License Plate

RECYCLING

Year	Make	Body Type	Vehicle Identification Number	License Plate

YARD WASTE

Year	Make	Body Type	Vehicle Identification Number	License Plate

APPENDIX 7
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. Please attach additional sheets if necessary

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

APPENDIX 8
LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities which are intended to be used for the disposal of refuse, yard waste, and recyclable materials collected at the curbside. Please attach additional sheets if necessary.

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

**APPENDIX 9
CONTRACTOR QUALIFICATIONS**

Name of Business: _____

Business Address: _____

Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees - Supervisors: _____ Drivers: _____ Office Personnel: _____

Signature: _____ Date: _____

APPENDIX 10 ALTERNATE PROPOSALS

The Village of Willowbrook is requesting an alternative proposal price for an Amnesty Day Collection, Christmas Tree Recycling, and Brush Collection. Listed below is a description of each program along with a table to fill in the cost of service. The cost should include all activity related to collection, transportation, disposal, administration, and profit, as well as funds for the promotion of the project. If any of the alternate bids is selected to be implemented, the additional cost will be included as part of the Refuse Sticker.

AMNESTY DAY COLLECTION

The Amnesty Day Collection consists of a once a year collection, on a regular refuse collection day, where residents can place at the curb an unlimited amount of refuse and not be required to sticker or be billed for such service.

CHRISTMAS TREE RECYCLING

In addition to the minimum specifications set forth in Section III, subsection L, Christmas Tree Collection, Christmas trees placed at the curb during the one-month special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The Contractor shall provide the name and location of the compost site in accordance with Appendix 8.

BRUSH COLLECTION

In addition to the minimum specifications set forth in Section III, subsection B, Collection Standards, the Brush Collection Program is a week long program designed to provide a manner by which residents may place brush at the curb, without the need for bundling or bagging. The material collected during the brush collection may be chipped on-site or taken to a location for chipping. Material collected by the Contractor shall be made available to the residents at no charge. The Brush Collection program occurs twice per year, with collections in the spring and fall. The Contractor and the Village agree upon the dates of collection. Residents are not required to sticker material during the collection.

Alternate Program	Year 1	Year 2	Year 3	Year 4
2 nd / Additional Amnesty Day	\$	\$	\$	\$

EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

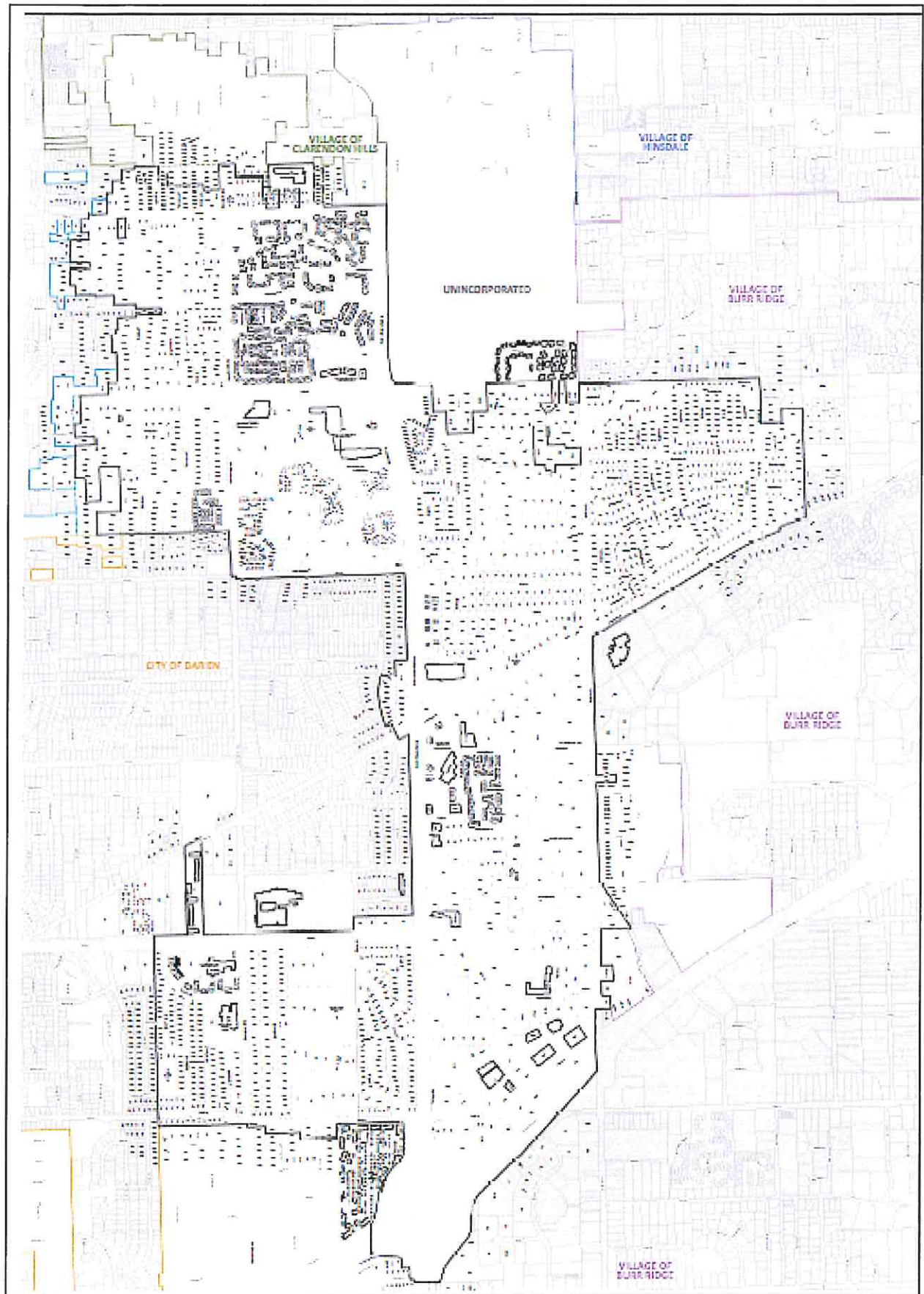


EXHIBIT B
PUBLIC TRASH RECEPTACLES COLLECTION LOCATIONS

The Contractor shall provide twice per week refuse collection to the following sites during the period from November 1st through March 31st. The Contractor shall also provide three times per week refuse collection to same sites, if necessary, during the period from April 1st through October 31st.

Tony and Florence Borse Community Park
208 Midway Drive

Creekside Park
64th Street and Madison

Lake Hinsdale Park
Lake Hinsdale Drive and 63rd Street

Midway Park
209 Midway Drive

Prairie Trail Park
59th Street and Clarendon Hills Road

Ridgemoor Park
65th Street and Quincy Street

Rogers Farm Park
63rd Street and Garfield Avenue

Waterford Park
6612 Rodgers Drive

Willow Pond
Plainfield Road and Adams Street

EXHIBIT C
WEIGHT OF MATERIALS COLLECTED

	Tons Collected by Month			Recycling Detail	
	<u>Refuse</u>	<u>Recyclables</u>	<u>Yard Waste</u>	<u>Paper Fiber</u>	<u>Commingled Containers</u>
January-18	79.76	63.25	.38	44.03	19.22
February-18	55.40	37.03		25.78	11.25
March-18	62.16	47.49		33.06	14.43
April-18	79.60	45.50	2.26	31.67	13.83
May-18	120.32	66.39	10.37	46.21	20.18
June-18	80.70	50.76	4.81	35.33	15.43
July-18	107.66	65.09	2.46	45.31	19.78
August-18	80.34	42.99	2.78	29.93	13.06
September-18	139.43	50.52	3.14	35.17	15.35
October-18	111.17	68.61	1.91	47.76	20.85
November-18	83.64	33.28	6.15	23.17	10.11
December-18	69.65	41.60		28.96	12.64
Totals	1,069.83	612.51	34.26	426.37	186.14
Monthly					
Average	89.15	51.04	3.81	35.53	15.51
Weekly					
Average	20.57	11.78	.88	8.20	3.58

** The above-mentioned data was compiled by the current waste hauler and is to be used for informational purposes only. The Village of Willowbrook does not certify or guarantee the amount of refuse, yard waste, recyclables or white goods is accurate or indicative of what future waste haulers may collect.

EXHIBIT D
SPECIAL PROVISIONS FOR PREVAILING WAGES

The Contractor shall ensure compliance with the Prevailing Wages established by the Illinois Department of Labor for DuPage County.

ILLINOIS DEPARTMENT OF LABOR

Prevailing Wage: Notice of Rate Posting

Attention: Contractors & Subcontractors:

The Prevailing Wage Act (820 ILCS 130/0.01-12) requires contractors and subcontractors to pay laborers, workers, and mechanics employed on public works projects no less than the general prevailing wage rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. The Current Prevailing Wage Rate for DuPage County can be located at the Illinois Department of Labor website:

<https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2>

Please note that the Department has added an “Effective Date” column on the far left of the data layout on the page displaying prevailing wage rates. To see which rates have changed in your county, simply sort the data by effective date.