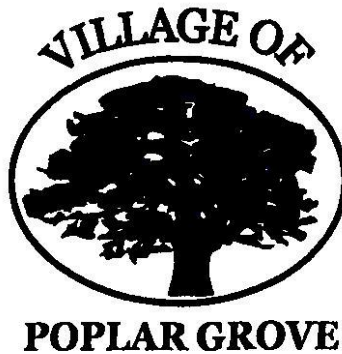


# REQUEST FOR PROPOSAL



## VILLAGE OF POPLAR GROVE BOONE COUNTY, IL

### WASTE HAULING, RECYCLING, & COLLECTION FRANCHISE SERVICES

#### **Contact Information**

Karri Anderberg, Village Clerk  
Village of Poplar Grove  
200 N. Hill St.  
Poplar Grove, IL 61065  
Phone: (815) 765-3201  
Fax: (815) 765-3571

# BACKGROUND

## BACKGROUND INFORMATION

The Village of Poplar Grove is located in northern Boone County near the Illinois/Wisconsin border. The Village is a small community of 5,123 residents. There are approximately 1,500 residential accounts and 40 commercial accounts.

## REQUIREMENTS FOR PROPOSAL

The Village is requesting proposals for a franchise agreement for refuse and recycling collection services.

The ideal contract service provider shall have the ability to respond to residents in a timely fashion by telephone, email inquiries, and submit reports as requested. The Contractor shall perform all disposal services in a neat, orderly, courteous, and efficient manner.

The Village would grant to the Contractor the exclusive right, privilege, license and franchise for the collection and disposal of residential and commercial waste; recycling materials, bulk items, yard waste; village sponsored events; and village governmental locations including but not limited to: Poplar Grove Village Hall; Lions Park; Edson Road Shop; North Wastewater Treatment Plant (NWWTP) and South Wastewater Treatment Plant (SWWTP) for the benefit of commercial and residential property owners.

Residential Property Owner is defined as single family residential, apartment units, condominium units, and multi-family dwellings. Commercial Property Owner is defined as all businesses in the village limits.

The basic levels of residential service anticipated:

95 Gallon Cart – Unlimited

35 Gallon Cart – Unlimited option for Seniors at a Senior rate

All residents would be provided a 65-gallon cart for recycling materials.

The contractor shall provide all labor, equipment and proper disposal for the volume of refuse collected for the following items:

- a) Weekly collection of unlimited volume of recyclable materials, to be collected on the same day as the domestic refuse.

Recyclable materials to be collected shall include but not limited to:

- Newspaper, Magazines and Cardboard
- Plastics, clear or colored with the 1 or 2 recyclable symbol code
- Glass, clear or colored
- Cans; aluminum, bimetal, and tin

- b) Weekly collection of unlimited volume of yard waste, to be collected on the same day as the domestic refuse. Yard waste collection shall start the week of April 1 and end the November 30.

Yard waste collection includes:

- Grass clippings, leaves and garden residue in either recyclable paper bags or in 30-gallon reusable containers marked with an “X”. The weight of either shall not exceed 30 lbs. per container.
- Yard waste containers to be provided by contractor.
- Tree branches bundled in length no longer than 48 inches, and the weight shall not exceed 30 lbs. per bundle.

- c) Weekly collection of one bulk item per week. The Village would like to avoid any sticker purchases for bulk items. It is preferred to create a program where one “bulk” item is authorized at a designated pick-up schedule.

Bulk items to be picked up include:

- Furniture
- Household white goods - washers, dryers, water heaters, etc.
- Old carpeting in bundles 4 ft long less than 30 lbs. Max number of rolls is 6.
- Sofas, recliners, tables, mattress or box springs, dressers or other such furniture, toilets, and appliances

Any arrangements for additional pick up or drop off locations can be made between the contractor and the resident. Suggestions for bulk pick up options will be accepted.

- d) The Contractor shall provide large capacity garbage and recycling receptacles at the Village Hall and Public Works Department at no charge to the Village or to its residents. Additionally, Contractor will be expected to provide such services at Village sponsored events.
- e) The successful bidder will be responsible for billing each resident within the Village. In the event that a resident does not make payment for services, the contractor may leave the refuse at the curb. The contractor will notify the Village of the residence not receiving service so that ordinance enforcement can be implemented.
- f) Proposal Bond: Each proposal must be accompanied by a bond or certified check in compliance with Illinois law in the amount of \$100,000.00 payable to the Village. Checks will be returned to unsuccessful Companies immediately upon acceptance of the contract by the successful Company. Bonds should remain firm for a period of ninety days from the date of the proposal opening. The check or bond of the successful Company will be held uncashed until a performance bond is submitted, if required by the Village.
- g) Performance Bond: The successful Company may be required to submit a performance bonds acceptable to the Village. The amount of the performance bonds will be not less than \$100,000.00.

The proposal shall include:

- A brief summary of how invoicing would be managed.
- Each account is direct billed by the Contractor.
- List of vehicles which shall be 2018 or newer with automated handling equipment.
- The Contractor shall provide refuse and recyclable collection service at all municipal buildings and parks at no charge to its residents.
- Residential scheduled pick-up shall be on Mondays between 7:00AM and 6:00PM. (Unless altered by legal holiday)
- A cost for a designated spring or fall clean-up day
- A schedule of fees for commercial and industrial collection
- Yard waste pickup with a tote must be included in total contract price.
- Designation if there is a “single stream” pick up with one truck designated for all types of refuse.

**Alternate 1**

Please include a fee for senior citizen’s refuse removal and a set of criteria that must be met to qualify for such a rate.

**Alternate 2**

Please provide pricing for a 5-year and 5-month contract commencing on January 1, 2023 until April 30, 2028.

**Alternate 3**

Please provide pricing for a 10-year and 5-month contract commencing on January 1, 2023 until April 30, 2033.

**Alternate 4**

Please provide pricing for a 5-year and 5-month for residential refuse only commencing on January 1, 2023 until December 31, 2028.

**Alternate 5**

Please provide pricing for a 10-year and 5-month contract for residential refuse only commencing on January 1, 2023 until April 30, 2033.

**Alternate 6**

Please provide pricing for a 5-year and 5-month contract with pricing for an individual residential customer who wishes to add recycling services commencing on January 1, 2023 until December 31, 2028.

**Alternate 7**

Please provide pricing for a 10-year and 5-month contract for an individual residential customer who wishes to add recycling services commencing on January 1, 2023 until April 30, 2033.

**INSURANCE**

As a condition of the contract, Contractor agrees to carry at its own cost the following insurance

coverage, in amounts that are deemed acceptable by the Village respective risk management provider. At a minimum, the following shall be maintained:

- 1) Workers Compensation Insurance – as required by State law
- 2) Bodily Injury Insurance - \$1,000,000.00 each accident and \$1,000,000.00 each person.
- 3) Property Damage Insurance - \$500,000.00 each accident.

The Contractor shall include the Village as an additional named insured on liability and umbrella policies. All insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

The Contractor shall agree to indemnify the Village for all acts arising out the contract for waste hauling services.

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Company shall, at a minimum, hold harmless and indemnify the Village against any and all liabilities, claims and costs of any kind and nature for injury to or death of any person or persons and for loss or damage to any property resulting in whole or in part from the negligent acts or omissions of the Company, any subcontractor, or any employee, agent, or representative of the Company or a subcontractor occurring in connection with or in any way incident to or arising out of the performance of work under the terms of the contract.

This contract shall be subject to the rights of the Village to cancel and terminate the same at any time by giving a ninety-day notice in writing to the Contractor, for default. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

### **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the Contractor agrees as follows:

1. 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.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Village of Poplar Grove does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in, its programs and activities.

### **LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

#### **Compliance with State and Federal Law**

Contractor warrants that it will comply with all federal, state and local laws, ordinances statutes, rules and regulations, including, but not limited to, the following statutes set forth below. Costs

or associated expenses for any changes to this contract due to compliance with this subsection shall be the responsibility of the Contractor.

**Prevailing Wage Act:**

The Contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as they currently exist, or may be amended, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Contractor agrees that not less than the prevailing rate of wages as determined by the Village, respectively, or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this Proposal specification or contract.

The Contractor shall be responsible for keeping, collecting and submitting copies to the Village, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), including that documentation which is required from subcontractors and sub-subcontractors. The Contractor further agrees to cooperate with the Village in responding to any request by the Illinois Department of Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act.

**Contractor Further Certifies:**

1. Neither the undersigned nor any firm, partnership, or association in which they have a substantial interest is designated as an ineligible contractor by the Department of Labor pursuant to 820ILCS130/11a.
2. The undersigned shall comply with the provisions of 820 ILCS 130/11a, *et seq.*
3. All employees shall be paid pursuant to the general prevailing rate as determined by the Illinois Department of Labor.
4. Contractor agrees to obtain and forward to any subcontractor within ten (10) days after their execution of any subcontract, including those executed by their subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

**Current information on Prevailing Wage Rates can be found on the Illinois Department of Labor's website. (<http://www.state.il.us/agency/idol/rates/rates>.)**

**GENERAL REQUIREMENTS**

- Packages containing the proposal and any related material should be plainly marked on the outside: "Refuse and Recycling Franchise Proposal" **DUE BY OCTOBER 14, 2022**
- Delivery shall be made via mail, courier or in-person:  
**Village of Poplar Grove**  
**Attn: Karri Anderberg**

**200 N. Hill Street  
Poplar Grove, IL 61065**

**RESERVATION OF RIGHTS TO REJECT, WAIVE AND REISSUE**

The Village of Poplar Grove reserves the right severally or together to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at the Board's discretion and without penalty.

**OWNERSHIP OF MATERIALS**

All materials, including but not limited to paper and digital materials, that are prepared, acquired, created, or utilized to fulfill this Request for Proposal and its objectives shall become the property of the Village of Poplar Grove were allowed by law.

<p><b>PROPOSAL FORM</b></p>
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The proposal should include the attached cover below.



## **EVALUATION PROCESS**

The Village of Poplar Grove is committed to an objective and open selection process. Every proposal shall receive an unbiased review. A proposal might not be awarded until all reference checks have been verified and interviews (if conducted) are completed.

# VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

## 5-YEAR 5-MONTH PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Poplar Grove

Proposal of \_\_\_\_\_  
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	35 gal. Container	95 gal. Container
January 1, 2023	\$ _____	\$ _____
January 1, 2024	\$ _____	\$ _____
January 1, 2025	\$ _____	\$ _____
January 1, 2026	\$ _____	\$ _____
January 1, 2027	\$ _____	\$ _____
January 1, 2028 to April 30, 2028	\$ _____	\$ _____

Provide the same information for dumpsters.

Name: \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

*The above is meant to be a cover to the proposal. Please attach your proposal along with any information you feel will be helpful to the Village Board.*

**Included**

Please include all items requested on Pages 3 and 4 of Request for Proposals, and any additional items you feel will be helpful.

**THE VILLAGE OF POPLAR GROVE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. THIS BID, IF ACCEPTED BY THE VILLAGE, WILL BECOME PART OF THE FINAL CONTRACT TO BE EXECUTED BETWEEN THE VILLAGE AND THE CONTRACTOR.**

# VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

## 10-YEAR 5-MONTH PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Poplar Grove

Proposal of \_\_\_\_\_  
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	35 gal. Container	95 gal. Container
January 1, 2023	\$ _____	\$ _____
January 1, 2024	\$ _____	\$ _____
January 1, 2025	\$ _____	\$ _____
January 1, 2026	\$ _____	\$ _____
January 1, 2027	\$ _____	\$ _____
January 1, 2028	\$ _____	\$ _____
January 1, 2029	\$ _____	\$ _____
January 1, 2030	\$ _____	\$ _____
January 1, 2031	\$ _____	\$ _____
January 1, 2032	\$ _____	\$ _____
January 1, 2033 to April 30, 2033	\$ _____	\$ _____

Provide the same information for dumpsters.

Name: \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

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# VILLAGE OF POPLAR GROVE WASTE HAULING, RECYCLING, & REFUSE COLLECTION

## 5-YEAR 5-MONTH PROPOSAL—GARBAGE ONLY

To the Village Board of Poplar Grove

Proposal of \_\_\_\_\_  
Company Name

For the Supply of services per the specifications for Residential and Commercial Curbside Collection Program for the Village of Poplar Grove at the following rates:

Rates on per month basis:

Year ending	35 gal. Container	95 gal. Container	Optional Recycling Resident Paid
January 1, 2023	\$ _____	\$ _____	\$ _____
January 1, 2024	\$ _____	\$ _____	\$ _____
January 1, 2025	\$ _____	\$ _____	\$ _____
January 1, 2026	\$ _____	\$ _____	\$ _____
January 1, 2027	\$ _____	\$ _____	\$ _____
January 1, 2028 to April 30, 2028	\$ _____	\$ _____	\$ _____

Provide the same information for dumpsters.

Name: \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

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January 1, 2027	\$ _____	\$ _____	\$ _____
January 1, 2028	\$ _____	\$ _____	\$ _____
January 1, 2029	\$ _____	\$ _____	\$ _____
January 1, 2030	\$ _____	\$ _____	\$ _____
January 1, 2031	\$ _____	\$ _____	\$ _____
January 1, 2032	\$ _____	\$ _____	\$ _____
January 1, 2033 to April 30, 2033	\$ _____	\$ _____	\$ _____

Provide the same information for dumpsters.

Name: \_\_\_\_\_

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