

LEGAL NOTICE

VILLAGE OF ORLAND PARK, ILLINOIS  
Request for Proposal

REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES

The Village of Orland Park, Illinois will receive sealed proposals until 11:00 A.M. on the 28th day of January, 2013, at the Office of the Village Clerk, 14700 S. Ravinia Ave., Orland Park, Illinois 60462, for REFUSE/YARD WASTE/RECYCLING COLLECTION AND STREET SWEEPING SERVICES. Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is made.

The specifications are on file and available for inspection and copies will be available at the Office of the Village Clerk and online at the Village's website [www.orland-park.il.us](http://www.orland-park.il.us).

No proposal shall be withdrawn after the receipt of the proposal without the consent of the Village for a period of one hundred twenty (120) days after the scheduled time of receipt.

A mandatory pre-proposal meeting will be held on Tuesday, January 8, 2012 at 10:00 A.M. at the Orland Park Civic Center, 14750 S. Ravinia Ave., Orland Park, IL 60462.

The President and Board of Trustees reserves the right to reject any and all proposals or parts thereof and to waive any informalities, technicalities and irregularities in the proposal process and to disregard all non-conforming or conditional proposals.

The successful proposer shall be required to comply with the provisions of all State of Illinois and federal laws concerning public works projects as well as the State of Illinois Human Rights Act and the regulations of the Illinois Human Rights Commission.

By order of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF ORLAND PARK, ILLINOIS

BY: DAVID P. MAHER  
VILLAGE CLERK



**VILLAGE OF ORLAND PARK, ILLINOIS**  
**REQUEST FOR PROPOSALS**

**REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES**

**ISSUED**

December 7, 2012

**MANDATORY PRE-PROPOSAL MEETING**

Tuesday, January 8, 2013 10:00 A.M.  
Village of Orland Park Civic Center  
14750 Ravina Avenue  
Orland Park, IL 60462

**PROPOSALS DUE**

Monday, January 28, 2013 11:00 A.M.  
Village of Orland Park Village Hall  
14700 Ravina Avenue  
Orland Park, IL 60462

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**TABLE OF CONTENTS**

	<b>Page</b>
<b>I. INSTRUCTIONS TO PROPOSERS</b>	
• Overview .....	3
• General Conditions .....	7
<b>II. SCOPE OF SERVICES</b>	
• General Requirements .....	10
• Flat Fee Refuse Collection Specifications .....	16
• Yard Waste Collection Specifications .....	21
• Recycling Collection Specifications .....	23
• Other Services.....	26
• Alternative Services.....	29
• Requirements of Proposal .....	31
• Proposal Submittal Checklist .....	38
<b>III. REQUIRED PROPOSAL SUBMISSION DOCUMENTS</b>	
• Proposal Summary Sheet.....	40
• Business Organization.....	41
• Certificate of Eligibility to Enter into Public Contracts .....	42
• Sexual Harassment Policy.....	43
• Equal Employment Opportunity .....	44
• Tax Certification.....	46
• References .....	47
• Insurance Requirements .....	48
<b>IV. ADDITIONAL INFORMATION</b>	
• Exhibit A Local Vendor Purchasing Policy .....	50
• Exhibit B Current Refuse/Recycling Map.....	51
• Appendix 1 Waste Hauling Detailed Pricing Sheet.....	52

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**I. INSTRUCTIONS TO PROPOSERS**

**OVERVIEW**

The Village of Orland Park (“Village”) is seeking Proposals from a single waste hauler (the “Contractor” or “Proposer”) to provide garbage, refuse, yard waste and recycling collection, transportation and disposal services to all residential units that are able to use the toter system for refuse collection, including single family residences, row-type housing, and multiple family residences within the Village corporate limits. Garbage, refuse, and yard waste must be collected at a minimum of once per week and recycling must be collected, at a minimum, on a bi-weekly schedule. Multiple family residential customers that require a dumpster for refuse collection shall be allowed to opt-out of the Village’s waste hauling agreement and choose their own waste hauler at their discretion.

In addition, all municipal and other specified government buildings within the Village corporate limits will be provided refuse and recycling services at a minimum of once per week. For estimation purposes only, there are approximately 20,000 service addresses currently within the Village corporate limits. This Request for Proposals also includes street sweeping services. The Village of Orland Park has approximately 291 centerline miles of roadway and approximately 440 cul-de-sacs. Proposals must include a list of services, equipment and goods to be provided in accordance with the terms outlined in this Request for Proposals (RFP). The Village seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost in a clean, courteous and well executed manner with uninterrupted and continuous service. It is anticipated that the Village would designate a single waste hauler as the exclusive entity in the Village to provide the services described herein. For a detailed road map of the Village, visit <http://gis.orland-park.il.us/OPZoning/MapClick.html>.

Proposals must be submitted no later than **11:00am, local time, Monday, January 28, 2013**. No consideration will be given to proposals received after the above stated date and time. Proposers must submit one (1) complete, sealed, signed and attested copy of the proposal, and two (2) complete, identical unbound copies of the proposal labeled: **Village of Orland Park – REFUSE/YARD WASTE/RECYCLING COLLECTION AND STREET SWEEPING SERVICES- RFP** and addressed to:

Village of Orland Park  
Village Clerk’s Office  
14700 S. Ravinia Avenue  
Orland Park, Illinois 60462

Proposals submitted must include all information and documents as requested in this Request for Proposal. No oral or electronic Proposals, including those sent by facsimile or

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

via e-mail, will be accepted or considered. All Proposals received after the submittal time may be rejected and returned unopened. Failure to follow these instructions may result in rejection of the Proposal. The Village accepts no responsibility or liability for the accuracy or completeness of this RFP or of any recorded or oral information communicated or made available for inspection by the Village, and no representation or warranty, express or implied, is made or given by the Village with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proposer or any other person on this RFP or any other such information as is described in this RFP is solely that of each Proposer. Each Proposer acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as is described in this RFP. Each Proposer who submits a Proposal to the Village is deemed to have released the Village from, and waived any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this RFP. Each Proposer who submits a Proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the scope of the work, and to prepare and submit its Proposal.

**THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND TO WAIVE ANY IRREGULARITIES.**

A pre-proposal meeting, at which attendance is mandatory, will be held on Tuesday, January 8, 2013 at 10:00 A.M., at the Village Civic Center (Main Room), 14750 S. Ravinia Avenue, Orland Park, Illinois.

ALL REQUESTS FOR ADDITIONAL INFORMATION OR QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

**Mr. Chris McDonell**  
**Village of Orland Park**  
**14700 S. Ravinia Avenue**  
**Orland Park, Illinois 60462**  
[cmcdonell@orland-park.il.us](mailto:cmcdonell@orland-park.il.us)

by the end of business on Friday, January 18, 2013. No oral comments will be made to any Proposer as to the meaning of the RFP and Specifications or other contract documents. Answers will be provided in writing to all potential proposers. Proposers will not be relieved of obligations due to failure to examine or receive documents, visit the sites or become familiar with conditions or facts of which the Proposer should have been aware and the Village will reject all claims related thereto.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the proposer or relieve him/her/it from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modifications or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. The Village will send copies of any such Addendum to those persons who have received proposal packages and provided sufficient contact information. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

**The proposer shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation.** Failure of a proposer to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive; provided, however, that the Village may waive this requirement if in its best interest.

Proposals will be opened by the Village and evaluated in private and Proposal information will be kept confidential until an award is made. Proposers are required to keep their Proposals confidential and must not disclose their Proposals, or the information contained in them, to anyone else without the prior written consent of the Village. At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the Village anticipates that it will select one Proposer to provide the services for the Village. All Proposals submitted shall remain in full force and effect during the Village's evaluation and selection process.

This RFP is solely a request for expressions of interest and statements of qualifications. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligation or relations between the Village and any other person or entity can or will be created hereunder. The Village will retain full title and ownership of all submitted materials. Proposals will not be returned to Proposers. Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Village of information submitted in the Proposals. The Village reserves the right to reject any or all Proposals, or any part thereof, make counter Proposals and/or engage in negotiation with any or all entities making a Proposal which in its sole judgment will best serve the interests of the Village. The Village reserves the right to expand the response period, including but not limited to: supplying further information, making revisions in the RFP or soliciting additional Proposals from other Proposers. The Village reserves the right to cancel or amend the RFP at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that change or cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting its Proposal, and the Village is not liable for the cost of doing so or obliged to remunerate or reimburse any Proposer for that cost. This RFP does not

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

impose on the Village any duty of fairness or natural justice to any or all respondents with respect to this RFP or the process it creates. The Village is entitled to act in its sole, absolute and unfettered discretion. In considering any responses delivered in response to the RFP, the Village among other things, reserves the absolute and unfettered discretion to:

- accept or reject any Proposal that fails to comply with the requirements set out in the RFP for the content of Proposals;
- assess Proposals as it sees fit, without in any way being obligated to select any Proposal or Proposer;
- assess and select Proposals as it sees fit without being obliged in any way to select the Proposal that offers the lowest price or cost;
- determine whether any Proposal or Proposals satisfactorily meet the selection criteria set out in this RFP;
- require clarification after the dates and times set out above from any one or more of the Proposers in respect of Proposals submitted;
- communicate with, meet with or negotiate with any one or more of the Proposers respecting their Proposals or any aspects of the Project;
- reject any or all Proposals with or without cause, whether according to the selection criteria set out above or otherwise.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**GENERAL CONDITIONS**

**A. DEFINITIONS**

The following words and phrases, when used in this RFP document shall have the meanings as specified herein:

*Agreement.* The Refuse/Yard Waste/Recycling Collection and Street Sweeping Service Agreement as fully executed by the Contractor and the Village upon the selection of the successful Proposer pursuant to this RFP.

*Bulk Materials.* Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, sixty (60) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances that do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

*Bundle.* 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 bundle not to exceed twenty four (24) inches.

*Commercial Multiple Family Customers.* Commercial multiple family customers are considered buildings with more than fifty (50) units. Services for these customers will not be covered under the terms of the Village's waste hauling agreement.

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

*Curbside.* Positions immediately behind the curb and within the parkway that are used for the collection of refuse, yard waste, and recycling containers.

*Customer.* The owner or occupant of a residential dwelling to whom the Contractor furnishes services pursuant to this Agreement.

*Dumpster.* A large trash steel waste receptacle designed to be hoisted and emptied into a truck.

*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.



**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

*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.

*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, metal ware, 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.

*Kraft Paper Products:* mailing tubes, wrapping paper, and other similar kraft type paper items.

*Kraft Paper Bag:* A special bio-degradable paper bag, not exceeding 45 gallons in capacity or 50 pounds, whichever is greater and must be capable of storage, carrying and loading without breakage or product failure and will shred and degrade quickly in the composting process.

*Landscape Waste:* All accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

*Municipal Waste:* Whether or not capitalized and used in any of its grammatical forms, means municipal waste as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290).

*Multiple Family Residential Customers:* A multiple family living unit, including apartments, condominiums, and residential buildings comprised of between five (5) and fifty (50) units.

*Recyclables (Also referred to as Recyclable Materials):* Any material, which would otherwise be disposed of or discarded, which is separated from Municipal Waste so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are newspapers and magazines, paper bags, office paper, mixed paper, colored paper, envelopes, unwanted mail, catalogs, telephone books, soft and hard cover bound books, paperboard, cardboard (including wet strength carrier stock) unlimited in size, frozen food packaging, Aseptic Packaging, Gable-Top Containers, glass bottles, jars, aluminum cans,

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

foil, baking dishes, steel or tin containers, empty aerosols, plastic containers including #1 (PET), #2 (HDPE), #3 (V), #4 (LDPE), #5 (PP), #7(other), and plastic carrier straps and other material mutually agreed to by the Village and the Contractor.

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

*Refuse Containers:* Containers manufactured and made expressly for the purpose of holding and containing household garbage and refuse.

*Residential Customers:* An individual living unit, including single family detached homes, apartments, townhomes, condominiums, and residential buildings comprised of four (4) units or less.

*Roll-off Container:* A roll-off is an open top dumpster characterized by a rectangular footprint, utilizing wheels to facilitate rolling the dumpster in place. The open top container is designed to be transported by special roll-off trucks.

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

*Street Sweeping:* The Village of Orland Park has approximately 291 centerline miles of roadway to be swept and ten public parking areas and perimeter roads maintained by other agencies. The Contractor shall use a mechanical or vacuum sweeper to pick up debris such as sand, salt, glass, paper, cans, and other materials. It will also include large items such as stones, tree limbs, wood, cable, and other such materials in the areas to be swept on the day or in the routing of regularly scheduled sweeping.

*Tipping Fee:* Charge levied upon a given quantity of waste received at a waste processing facility.

*Toter:* A wheeled plastic container with a tight-fitting top, not to exceed ninety (96) gallons in size, requiring a semi-automated mechanism for collection. All toters must be approved by and/or supplied by the Contractor for an additional monthly collection charge.

*Village:* The Village of Orland Park, Illinois.

*White Goods:* Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components as defined by 415 ILCS 5/22.28. 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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

In construing this RFP, feminine or neutral pronouns shall be substituted for those masculine in form and vice versa and plural terms shall be substituted for singular and singular for plural, in any place in which the content so requires.

**SCOPE OF SERVICES**

THE VILLAGE OF ORLAND PARK IS SOLICITING PROPOSALS BASED ON A COMBINED REFUSE, YARD WASTE AND RECYCLING PROGRAM.

The Contractor shall be responsible for performing the work as outlined in the specifications herein and shall provide and furnish the labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection, transportation and disposal of refuse and yard waste. This RFP also includes street sweeping, and leaf pick-up services. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with these specifications.

**FUTURE DEVELOPMENT/ANNEXATIONS**

The Contractor shall service land annexed to the Village of Orland Park during the term of the Contract, as well as 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. A new structure shall be considered a serviceable address upon the issuance of the Certificate of Occupancy. 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.

**GENERAL REQUIREMENTS**

**A. DAYS OF COLLECTION**

The Contractor shall provide at a minimum once a week, same day refuse and yard waste service, and bi-weekly recyclable collection service to all residential properties. The recyclables shall be picked up during alternate weeks on residents' normal garbage pick-up day.

The Contractor shall provide at a minimum once a week, same day refuse and recyclables collection service to all municipal, library and fire protection district buildings within the Village corporate limits.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**B. HOURS OF COLLECTION**

The Contractor shall not commence work before 6:00 a.m. and shall cease collection by 7:00 p.m., unless authorized by the Village. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Orland Park residents with as little noise, disturbance and disruption as possible.

**C. 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	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

In the event that a holiday falls on a weekday, refuse, yard waste, and recyclable collection services shall be delayed one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a holiday.

**D. EMPLOYEE CONDUCT/QUALITY CONTROL**

The Contractor shall undertake to perform the 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 be provided.

The Contractor shall, at each service address, neatly return the containers where they were found. The Contractor shall repair or replace at its expense containers damaged as a result of its handling thereof, reasonable wear and tear excluded.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any cannabis or controlled substances as defined by Illinois law by its drivers and crew members while on duty or in the course of performing their duties under the terms of the Contract.

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

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**E. VEHICLES**

The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the Contract. Please include year, make/body type, vehicle I.D. # and license plate. Vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that are clearly visible on both sides of the vehicle.

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 a vehicle as the result of the vehicle operator's failure to properly monitor the load. The Contractor shall be responsible for the immediate collection and clean up of all litter.

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

**F. MISSED PICK-UP AND COMPLAINT HANDLING**

The Contractor shall establish and maintain a local or toll free telephone number for the receipt of service calls or complaints, Monday through Friday from 8:00 a.m. to 6:00 p.m. during the term of the Contract. 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 reported 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 the Village, on a quarterly basis, a listing of complaints received from customers who reside within the Village corporate limits and receive refuse service under the terms of the Contract. The complaint listing 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.

**G. CONTACT INFORMATION**

The Contractor shall designate a representative from the Contractor's organization to serve as the direct contact person for the Village. Contact information for this representative including telephone number, fax number and cell phone number shall be provided to the Village. In addition, the Contractor shall provide contact information, including the telephone number and cell phone number, for the route supervisor(s) or field supervisor(s) who will directly oversee the refuse, yard waste, recycling collection, and street sweeping operations within the Village.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

H. PUBLIC AWARENESS / EDUCATION PROGRAMS

The Contractor shall develop a Public Awareness Program to inform Orland Park residents of the aspects included in the Residential Refuse, Yard Waste, Recycling Collection Service and environmental matters relevant to municipalities generally and/or the Village specifically. The Public Awareness Program shall include, at a minimum, the development of an information brochure, provided at no cost to the Village, sample to be delivered with the proposal. Contractors may submit literature used in other communities as an example. The Contractor shall also supply additional copies of the informational brochure to the Village for distribution to new residents. The Contractor and Village shall mutually agree upon the contents of the informational brochure.

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 provisions of the collection program throughout the terms of the Contract.

The Contractor shall meet with the Village on a regular basis as necessary to mutually determine the timing, method and cost of such programs. The Village retains the right to approve the materials to be delivered by the Contractor to Village residents including, but not limited to, door hangers, leaflets, fliers, etc.

I. CHANGE IN SERVICE

If the Village should wish to change the type of service provided 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 when such service is to begin. The Village and Contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been given.

J. 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 for the extension is made at least four (4) months prior to the expiration date of the Contract. The Contract may be extended once for a period of no more than three (3) 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.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**K. BILLING**

The Contractor shall furnish a statement within five days after the last day of each month to the Village, indicating the number of residential units from which pick-up, collection, removal and disposal of garbage and refuse has been made. The Village will pay in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). In the event of any discrepancy in said statement between the Contractor and the Village, the Village agrees to review said records as soon as reasonably possible and shall make any adjustments as necessary. The Village will provide the Contractor with a list of uncollectable accounts and apply a credit against the monthly invoice for those units that were uncollectable. The Contractor must have the ability to accept payment from the Village via credit card.

**L. PRICE CHANGE**

Refuse disposal prices shall be amended on an annual basis only in accordance with the enclosed proposal (**Appendix 1 - Detailed Pricing Sheet**). The price changes shall be effective on the anniversary date of the Contract; i.e., January 1, 2015, January 1, 2016, etc. For pricing purposes, year one (1) of the contract will extend from November 1, 2013 until December 31, 2014. Each subsequent contract year will extend from January 1 until December 31.

**M. PROVISIONS FOR VACANT PROPERTIES**

The Village shall not be charged for service addresses that have been vacant for thirty (30) or more days. The date of vacancy is determined as the date water is shut off to that service address. It shall be the Village's responsibility to notify the Contractor of such service addresses.

**N. MONTHLY REPORTING**

The Contractor shall prepare and submit to the Village a quarterly report, due by the 20th day of the following month. The report shall include the following information detailed by month:

- Total weight in tons and the total volume in compacted cubic yards of refuse land-filled each month.
- The total number of white goods collected per month.
- Name and location of the landfill facility used by the Contractor.
- A listing of complaints as specified above in Paragraph F. MISSED PICK-UP AND COMPLAINT HANDLING.
- Total weight, in pounds, of recyclable materials collected.
- Revenue received by Contractor for sale of recyclable materials.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

- Tipping fee savings due to recycling (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site).
- Name and location of recycling processing facility used by Contractor.
- Total weight in tons and the total volume in compacted cubic yards of yard waste each month.
- Name and location of composting facility used by Contractor.

**O. 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 this RFP. The Village shall provide the Contractor at least twenty-four (24) hours written notice and shall make a claim on the Contractor's performance bond for completion of the Contract.

**P. 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 unemployment, social security, and other payroll tax payments required by law or union contract.

**Q. NON-ASSIGNMENT**

The Contractor shall not assign or subcontract the rights or interests under the Contract or parts thereof to another person, firm, or corporation without the prior written consent of the Village of Orland Park.

**R. PENALTIES AND FINES**

Should the Contractor fail to provide service to 99% of the service addresses by the day after the scheduled collection day, the Contractor shall pay to the Village liquidated damages of \$500 per day until service is provided to those neglected service addresses. In addition, for complaints not resolved to the Village's satisfaction within 48 hours, excluding Sundays and Holidays, liquidated damages of \$50 per day will be assessed against the Contractor. Should the Contractor choose to operate in violation of the hours of operation listed herein, the Contractor shall pay to the Village liquidated damages of \$500 per day. These provisions do not waive other remedies that the Village may have.

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



**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**S. INDUSTRY BEST PRACTICES REPORTING**

The Village believes that the adoption of industry best practices in refuse collection is a desirable outcome, and that further value is added when the public is informed of emerging technologies in waste hauling and recycling. The Contractor will provide two reports per calendar year to the Village, set at a time and venue established by the Village. One presentation shall provide reporting data and information on statistics and trends in waste collection and recycling specific to the Village, including benchmarking and comparable data with similarly-sized communities. The other presentation shall provide a structural review of emerging technologies in all aspects of waste avoidance, collection, hauling, and recycling.

**FLAT FEE REFUSE COLLECTION SPECIFICATIONS**

**A. PROGRAM DESIGN**

The collection of household garbage and refuse, household construction, and demolition debris shall be offered on a year round basis and shall occur a minimum of once per week. The collection of Bulk Materials and white goods shall be by advanced arrangement with the Contractor at the residents' request and shall be included in the refuse collection flat fee rate. A flat rate defined on a per stop per month basis shall be charged to the Village for refuse collection. The Contractor will haul away up to two (2) cubic yards of household construction and demolition debris at the curb so that one person can quickly and safely load the material. If a resident has more than two (2) cubic yards of household construction debris, the resident will be charged a fee per cubic yard in excess of two (2) cubic yards. An additional per cubic yard cost may be charged directly to the customer.

Multiple family residential customers that require a dumpster for refuse collection shall be allowed to opt-out of the Village's waste hauling agreement and choose their own waste hauler at their discretion.

**B. COLLECTION STANDARDS**

In order for the contents of a refuse container to be collected, each container must be placed curbside and readily accessible to the Contractor's personnel as set forth by the Village ordinances. Refuse Containers shall not exceed sixty (60) pounds in weight.

The Contractor will furnish all equipment and labor required to pick-up, collect, remove and dispose of garbage and refuse, yard waste, and recyclable material from all residential units including single family residences, which includes row type housing for definition purposes, and multiple family residences within the corporate limits of the Village.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

a. Residential units shall be required to furnish their own garbage and refuse containers; containers must be manufactured and made expressly for the purpose of holding and containing household garbage and refuse. Dumping carts available for lease from the Contractor will also be offered to residents. Disposable plastic or other type bags designed and manufactured for refuse and garbage will be considered proper containers. Containers designed for manual tipping shall be no larger than 45 gallons in capacity.

b. The Contractor will make available to the residents of the Village dumping carts for yard waste pick-up which are 96 gallons in capacity, which will operate on a fully automated or semi-automated dumping system. Such containers will be made available for purchase or lease to the resident and shall be used as a primary means of storage of yard waste between pick-ups. As an alternate to dumping carts, residents may use kraft paper bio-degradable bags.

c. The Village will agree to keep in force present ordinances or enact such ordinances as are necessary to prohibit the use of oil drums, cardboard drums, burners and other containers fabricated by residents for the purpose of containing garbage and refuse. Maintaining such ordinances will efficiently carry out the obligations thereunder, as well as comply with requirements for hauling, storage and disposal which may be enacted by local, state or federal requirements.

The Contractor shall be required to provide a labeling system for refuse containers that do not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity, container over weight, unacceptable refuse, and the like. 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 material that has spilled as a result of the collection process.

**C. REFUSE SERVICE AND DUMPSTERS PROVIDED FOR MUNICIPAL PROPERTIES**

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

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

- Village Center Complex - 4650 - 14750 South Ravinia Avenue (14650, 14700, 14750)
- John Humphrey Complex - 14700 South West Avenue
- Recreation Administration - 14600 South Ravinia Avenue
- Centennial Park - 15600 South West Avenue
- Public Works Facility - 15655 South Ravinia Avenue
- Old Village Hall - 315 Beacon Avenue
- George Brown Commons - 15045 West Avenue
- Police Gun Range (at Public Works Facility) - 15655 South Ravinia Avenue
- Sportsplex - 11351 West 159th Street
- Robert Davidson Center - 14700 Park Lane
- Cultural Arts Center - 14700 Park Lane
- Police Station - 15100 South Ravinia Avenue
- Orland Park Public Library - 14921 South Ravinia Avenue
- Orland Fire Protection District:
  - 9790 West 151<sup>st</sup> Street
  - 15100 West 80th Avenue
  - 15101 South Wolf Road
  - 16515 South 94th Avenue
  - 8851 West 143<sup>rd</sup> Street
  - 17640 South Wolf Road
  - 10730 West 163rd Place
  - 10728 West 163rd Place

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. The Village reserves the right to change the number and type of containers or dumpsters and their placement at each location.

The Contractor shall provide to the Village a sufficient number of 30 yard dumpsters to efficiently store leaves collected from the Village's leaf collection program at no fee to the Village if the Village does not exercise the alternative service titled *Bulk Parkway Leaf Collection Program*. The Contractor shall provide a driver and truck for the removal of filled dumpsters, on an as needed basis, to a disposal site to be determined by the Contractor.

**D. BULK MATERIALS / SPECIAL COLLECTIONS**

The Contractor shall provide collection service for items which are too large to fit into an approved refuse container, or items in excess of sixty (60) pounds in weight, e.g. furniture,

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

etc. and large quantities of refuse including but not limited to move-in or move -out clean-up rubbish. Such Service shall be by advanced arrangement with the Contractor at the resident's request and shall be included in the flat fee rate.

The Contractor shall advise the resident directly of the terms of such collection; i.e. what materials will be collected, how the materials should be prepared, and the date of collection.

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. Special collections are limited to the clean-up of three (3) cubic yards of debris and must be arranged at the curb so that one person can quickly and safely load the material. The customer will be charged per cubic yard fee. If the customer wants clean-up on a day other than regularly scheduled pick-up day, an additional off-route cost will be charged directly to the customer.

Roll-off containers will be provided at the scheduled costs and conditions of the Contractor. The terms and payment for this service shall be arranged solely between the Contractor and the resident.

**E. WHITE GOODS**

The Contractor shall have a plan for the separate collection and proper recycling/disposal of white goods collected in compliance with all State and Federal law. The cost of collection and disposal of white goods shall be included in the flat fee rate. This service shall be by advanced arrangement with the Contractor at the resident's request. Any white goods collected shall be recycled for the scrap metal content of the good, or otherwise recycled in a manner technology shall allow.

**F. CHRISTMAS TREE COLLECTION**

The Contractor shall provide two special collections for Christmas trees to be held on the first two collections in January. The Contractor agrees to perform this once a year service at no charge to the Village of Orland Park residents or the Village.

**G. 96 GALLON TOTES SYSTEM**

Residents may rent or purchase additional fully or semi-automated dumping containers which may be used for garbage/refuse and yard waste. The following costs may be charged with this option. These costs shall be paid by the customer directly to the Contractor.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

- Additional Toter Cart
  - Rental Fee – Cost per year, payable in two installments; or
  - Purchase Fee – Cost per toter cart
  - Delivery and Assembly Fee – First time delivery and assembly of a toter cart to a customer shall be free of charge.
- Rental Cart Replacement due to damage or loss by customer
  - Replacement Fee
  - Delivery and Assembly Fee
- Owned Cart Replacement due to damage or loss by customer
  - Replacement Fee
  - Delivery and Assembly Fee

If a rental or owned cart is damaged by Contractor negligence, the cart will be replaced at no cost to the customer.

**H. 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 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.

**I. TITLE TO WASTE**

Garbage and refuse collected shall become the property of the Contractor as soon as the garbage and refuse is placed in the Contractor's vehicle.

**J. MULTIPLE FAMILY REFUSE COLLECTION**

Garbage and refuse from multiple family units will be collected and removed in the rear of the multiple family buildings, or wherever possible if prior arrangements are made. The Contractor shall not be responsible, however, for damages to driveways or parking lots on rear pick-ups from multiple family units that are a part of the agreement.

For multiple family dwellings that require roll-off containers, the Contractor agrees to furnish the containers at no charge, provided that pick-up service frequency does not exceed one (1) time per week, and that all units contained within the multifamily service location are billed by the Village for refuse service via their water bill. Contractor must notify all multiple family dwelling owners of this no-charge rental program. Contractor will

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

provide the Village with a listing of those accounts receiving this service. Contractor will repair or replace damaged containers at no cost. All such containers shall meet all requirements of Federal and State of Illinois laws and the ordinance specifications of the Village relating to construction and safety and shall be placed upon a hard level surface.

Multiple family residential buildings that are served by roll-off containers tend to produce less waste; therefore, the Village is requesting separate pricing for these multi-family residential customers.

**K. BULK TRASH CLEAN-UP WEEK**

Currently, the Village hosts a spring and fall clean-up event, which includes 30-yard dumpsters being placed at the Village's Public Works facility for residents to drop off trash. The Village wishes to begin an annual bulk trash clean-up week to replace the existing spring and fall clean-up events. The bulk trash clean-up week will allow each resident to place bulk quantities of trash on their parkway for pick up once per year on their normal service day.

Trash must be placed curbside by 6 a.m. and in an orderly fashion, i.e. bagged, contained or bundled, with no loose garbage. Absolutely no construction material or hazardous materials will be collected, including batteries, gas, oil, asbestos, medical waste, paint, etc. All items must be placed on the parkway. Crews will not remove items from private property. No tires or appliances will be picked up.

**YARD WASTE COLLECTION SPECIFICATIONS**

**A. PROGRAM DESIGN**

The yard waste collection service shall be offered each year from April 1 through November 30 during each year of the Contract term and shall occur a minimum of once per week. A flat rate, defined on a per stop per month basis, shall be charged to the Village for yard waste collection. Although this program is seasonal in nature, for billing purposes the costs for the yard waste collection shall be spread out over the Contract year.

**B. COLLECTION STANDARDS**

The Contractor shall remove organic horticultural landscape waste in strict compliance with all applicable federal, state and local laws, ordinances and regulations as follows:

- Leaves grass or garden waste properly contained in Contractor provided dumping carts or bio-degradable bags. Contractor will not be required to pick up material in

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

improper containers, (i.e., non-degradable bags, bushel baskets, boxes, grocery bags, “homemade” or fabricated for home use cans).

- Small branches and limbs bundled with twine so that one man can load material. No such branch or limb shall exceed four (4) feet in length with individual pieces not to exceed four (4) inches in diameter (no metal tie material may be used).
- Large branches or logs must be stacked separately at the curb on pick-up day and cut into lengths not exceeding 24 inches with individual pieces not over eight (8) inches in diameter (no metal tie material may be used).
- Stumps and roots will be picked up, provided that they are cut into lengths not exceeding 24 inches and with no piece exceeding eight (8) inches in diameter. No piece may have metal, stone or excessive dirt attached to it or embedded into it.

Yard waste as enumerated in items above shall not exceed three (3) cubic yards per residence for each pick-up.

Proper containment of organic waste is basic to the operations of yard waste handling and containment will be as follows:

- Semi-automated dumping containers which are no larger than 96 gallons in capacity and dump by a horizontal bar dumping system as well as an arm grab dumper. Such containers may be owned and/or rented by Contractor to customer. For identification purposes, the 96 gallon totes shall be green in color.
- Kraft paper bags of a bio-degradable type may be used in place of, or in addition to, the tote system of collection. Bags shall be of a bio-degradable type that will meet standards of degradability of the Village. Such bags when filled must not exceed 45 gallons in capacity or 35 pounds, whichever is greater and must be capable of storage, carrying and loading without breakage or product failure.

The Contractor shall be required to provide a tagging system for yard waste that is not collected. The tagging system must provide a simple explanation as to why the recyclable materials were not picked up. The Contractor shall submit with this proposal an example of the tagging system to be used. Yard waste materials that were rejected shall be returned to their original location.

All Landscape Waste shall be disposed of in a lawful manner, either: (A) at Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities, at which Landscape Waste is treated, composted, ground, or land-applied; or (B) via land application at legal agronomic rates.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.

No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village.

**C. TITLE TO WASTE**

Yard waste collected shall become the property of the Contractor as soon as the yard waste is placed in the Contractor's vehicle.

**RECYCLING COLLECTION SPECIFICATIONS**

**A. PROGRAM DESIGN**

The recyclable collection service shall use the bi-weekly single sort recycling method currently established within the Village. The successful bidder is required to supply all residential customers in the Village with a 96-gallon, blue, roll-away toter for recyclables. The Contractor shall supply toters for recycling to the Village at no cost. In addition, a resident may request one (1) additional 64-gallon recycling toter at no additional charge. A flat rate, defined on a per stop per month basis, shall be charged to the Village for recycling collection. Resident may request the Contractor to replace cart/toter with a smaller cart/toter.

**B. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED**

The Contractor shall, at a minimum, collect the following materials:

Newspapers and magazines, paper bags, office paper, mixed paper, colored paper, envelopes, unwanted mail, catalogs, telephone books, soft and hard cover bound books, paperboard, cardboard (including wet strength carrier stock) unlimited in size, frozen food packaging, Aseptic Packaging, Gable-Top Containers, glass bottles, jars, aluminum cans, foil, baking dishes, steel or tin containers, empty aerosols, plastic containers including #1(PET), #2 (HDPE), #3 (V), #4 (LDPE), #5 (PP), #7 (other), and plastic carrier straps and other material mutually agreed to by the City and the Contractor.



**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**C. COLLECTION STANDARDS**

Single sort recycling uses only one container to provide for the multitude of recyclables. The blue recycling containers will be picked up every other week, on residents' normal garbage pick-up day. Collection vehicles equipped with mechanical arms will be used to empty the recycling carts. Residents will place the recycling container along the street with the lid opening toward the street and with approximately 3 feet of space between the container and other objects.

The Contractor shall be required to provide a tagging system for recyclables that are not collected. The tagging system must provide a simple explanation as to why the recyclable materials were not picked up, including, but not limited to, the following: contaminants; materials not accepted in program; refuse and/or yard waste mixed with recyclable; or some combination thereof. The Contractor shall submit with this proposal an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the bin and not be left on the street or parkway areas.

Residents may also place recyclable materials that do not fit into the recycling bin(s) directly adjacent to the bin(s) for collection by the Contractor provided that such materials have been properly prepared for collection.

The Contractor will also be responsible for cleaning up materials that have spilled as a result of the collection process.

**D. PROCESSING OF RECYCLABLE MATERIALS**

All recyclable materials shall be collected, separated and otherwise treated so as to facilitate the sale of recyclable materials to end-use markets or to recyclable material brokers. All collected recyclable materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the 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, as well as the proposed buyer/market for recyclable.

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

No recyclable materials may be deposited in a landfill or waste incinerator.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**E. RECYCLING CONTAINERS**

Each new residential household account will receive a 96 gallon blue recycling cart/toter. All recyclable materials shall be placed inside the 96 gallon blue cart/toter and placed curbside next to the refuse container. In addition, a resident may request one (1) additional 64-gallon recycling toter at no additional charge. Additional recycling cart/toter may be rented from Contractor for a monthly fee, charged directly to the resident. Contractor will empty the blue cart/toter of all recyclables on a bi-weekly basis. Resident may request the Contractor to replace cart/toter with a smaller cart/toter.

The Contractor shall supply, deliver and maintain the Contractor owned recycling cart/toter supplied to each single family and multiple family residence.

**G. MULTI-FAMILY RECYCLING PROGRAM**

The Contractor shall make available an effective system for the weekly pick-up of recyclable items at all multi-family residential buildings not already a part of the single family curbside recycling pick-up. This recycling program shall be available to multi-family residential buildings in the Village. No extra service fees shall be charged to the Village to perform this service. (Reasonable fees shall be determined for the use and service of the recyclable container(s). The fee shall be paid by the property owner directly to the Contractor).

**H. MUNICIPAL BUILDINGS RECYCLING PROGRAM**

The Contractor agrees to establish and/or maintain a program to collect recyclable material generated in all buildings or properties owned or leased by the Village from sites to be agreed upon by the Contractor and the Village (see list of municipal properties in the refuse municipal recycling program, p.18). Containers for storage of recyclable material shall be provided at no charge by the Contractor. This service may be performed under subcontract subject to approval of the Village. Not all municipal buildings will require a recycling container, for instance all recyclable materials generated from the Village complex (14600, 14650, 14700, 14750) are put into a single two (2) yard recycling dumpster.

**I. TITLE TO WASTE**

All recyclable materials collected shall become the property of the Contractor as soon as the recyclable materials are placed in the Contractor's vehicle.

**J. REVENUE SHARING FROM RECYCLING**

The revenues generated from the sale of the recyclables shall be calculated and paid to the Village by the Contractor as follows:

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

- The Contractor will rebate back to the Village fifty percent (50%) of any net revenue received from the processing/sale of recyclables. For purposes of determining the value of recyclables, use the ONP #8 as published by the Official Board Market. A maximum of \$60.00 per ton will be allowed for a transportation and processing fee.

The Contractor will provide the Village with a “Monthly Waste Disposal Report” summarizing recyclables processed during the month. This report shall be provided whether or not revenue is generated from the sale of recyclables.

**OTHER SERVICES**

**A. EMERGENCY PICK-UP**

The Contractor will provide emergency pick-up and/or dumpsters to residents affected by catastrophic events beyond their control and/or if requested by the Village, in circumstances requiring prompt disposition of materials and where a delay in pick-up until the next regularly scheduled collection day would or might be injurious or detrimental to the health or welfare of the community or residents. The successful bidder shall be a partner to the Village in emergency situations by providing additional service and equipment such as additional dumpsters, garbage pick-ups, street sweeping, etc. at no additional cost.

**B. STREET SWEEPING**

The Village of Orland Park has approximately 291 centerline miles of roadway, approximately 440 cul-de-sacs and thirteen public parking areas and perimeter roads maintained by other agencies. The fee for street sweeping of these areas shall be included in the refuse flat fee. The sweeping season shall comprise approximately forty (40) weeks from March 1 to November 30 of each year. The Contractor may be required to continue to sweep beyond November 30, maintaining the frequency as closely as possible, as directed by the Director of Infrastructure Maintenance. Sweeping during the period from December 1 to February 28 of the following year will be paid on a per-hour basis. The Village may delay or start early the normal forty (40) hour week schedule without penalty. The Contractor shall supply and maintain all equipment necessary to accomplish these sweepings.

All streets shall be swept in such a manner as not to impede normal traffic or traffic patterns. The Department of Infrastructure Maintenance shall be provided a map and notified of the scheduling of sweeping to be done. A bi-monthly report shall be provided detailing all pertinent information from the preceding sweeping period.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

The Contractor will sweep as needed to completely clean all streets currently owned and maintained by the Village as well as the Village's thirteen (13) public parking areas listed below. The public parking lots should be swept four (4) times per year at times specified by the Director of Infrastructure Maintenance.

- Village Hall Parking Lots - 14700 South Ravinia Avenue
- John Humphrey Complex - 14750 South West Avenue
- Recreation Administration Lots - 14600 South Ravinia Avenue
- Franklin Loebe Center Lots - 14650 South Ravinia Avenue
- Centennial Park - 15700 South West Avenue
- Public Works Employee Lots - 15655 South Ravinia Avenue
- Commuter Parking Lots - 10300 West 153rd Street
- Commuter Parking Lots - 179th and Southwest Highway
- Commuter Parking Lots - 143rd and Southwest Highway
- Sportsplex Lots - 11351 West 159th Street
- Robert Davidson Center Lots - 14760 Park Lane
- Cultural Center Lots - 14760 Park Lane
- Old Village Hall - 14413 Beacon

The term debris shall mean all materials normally picked up by a mechanical or vacuum sweeper, such as sand, salt, glass, paper, cans, and other materials. It will also include large items such as stones, tree limbs, wood, cable, and other such materials in the areas to be swept on the day or in the routing of regularly scheduled sweeping. The Contractor will not be required to sweep streets that have dirt, clay, stone, or sand which is due to area construction and is in excess of one (1) inch in depth. Repetitive sweeping to remove all debris is required unless such debris is excluded. The Contractor will be responsible for the removal of all collected debris and transport to an Illinois Environmental Protection Agency (IEPA) permitted transfer facility or disposal site.

Costs for all sweeping shall be included in the monthly fee paid by the Village to the Contractor.

The term street shall mean the paved area between the normal curb line of a roadway whether an actual curb line exists or not. It shall not include any ways that would cause damage to the equipment used. It does not include sidewalks, areas adjacent to the roadway, or parking lots other than the Village parking lots specified in this document or added during the terms of this agreement.

The Contractor will sweep each street in the Village four (4) times per year unless otherwise specified. The interval between sweepings will be a forty (40) day minimum and a sixty (60) day maximum

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

The following streets will be swept at a frequency of eight (8) times per year. The interval between sweepings will be a twenty (20) day minimum and a thirty-five (35) day maximum.

- West Avenue from 153rd Street to Ravinia Avenue
- LaGrange Road from 135th Street to 167th Street
- John Humphrey Drive from 143rd Street to 147<sup>th</sup> Street
- 147th Street from John Humphrey Drive to LaGrange Road.
- 94th Avenue from 151st Street to 159th Street
- 151st Street from Harlem Avenue to Huntington
- 143rd Street from Harlem Avenue to West Avenue
- Harlem Avenue from 151st Street to 159th Street
- 159th Street from 70th Avenue to Wolf Road
- 153rd Street from Route 45 to Wolf Road
- Southwest Highway from 143rd Street to 135th Street
- 149th St. from LaGrange Road to Ravinia Avenue
- 151st Street from Wolf Road to Will-Cook Road
- 88<sup>th</sup> Avenue from 159<sup>th</sup> Street to 171<sup>st</sup> Street
- Ravinia Avenue from 159<sup>th</sup> Street to Crescent Drive

**C. SPECIAL PROJECTS/VILLAGE SPECIAL EVENTS**

The Contractor will agree to participate in special projects with the Village.

The Contractor will agree to maintain its quality level of participation and to proportionately increase its participation in relation to the Village's population growth in the Village's annual bulk trash clean-up week (replacing the Village's spring and fall clean-up programs) which is sponsored by the Village and its community organizations. The Contractor shall maintain and proportionately increase, based upon Village population growth, the availability of dumpsters, availability of packer trucks, and manpower to the Village for use on special projects in addition to the spring and fall cleanups.

The Contractor shall participate in Village waste programs, special Village community projects, recycling projects, and other solid waste disposal program needs identified by the Village and/or Contractor.

At the conclusion of special events held by the Village, the Contractor shall collect, transport and dispose of all waste and materials that have been deposited in the Village containers, and thereafter collect and remove any extra Village containers.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**D. INDEPENDENT CONTRACTING BY RESIDENTS**

Residents may independently hire the Contractor for services beyond the scope of this agreement. A schedule of services for residents includes but is not limited to the following:

1. Clean up of up to three (3) cubic yards of debris at the curb so that one person can quickly and safely load the material. The resident will be charged a fee per cubic yard. If the customer wants cleanup on a day other than the regularly scheduled pick-up day, an additional off-route cost may be charged directly to the customer.
2. Roll-off containers will be provided at the scheduled costs and conditions of the Contractor.

**E. GRANT OPPORTUNITIES**

The Contractor will assist the Village, free of charge, in the pursuit of grant opportunities from governmental and private sources and other income sources or money saving programs related to the waste collection and disposal services the Contractor performs for the Village. The services will include identification of possible grants and income sources and the provision of reasonable technical data and other information necessary to complete any relevant applications and exhibits thereto.

**ALTERNATE SERVICES**

The Village is requesting pricing for the following alternate services. Please include costs for these services in **Appendix 1 – Detail Pricing**.

**A. BULK PARKWAY LEAF COLLECTION PROGRAM**

The bulk curbside leaf collection program provides residents with an alternative way to dispose of their leaves. Using specialized mechanical equipment, the Contractor will collect leaves from the parkway.

The Village's curbside leaf collection schedule provides every neighborhood with three collection opportunities, weather permitting. To participate, residents rake leaves onto their parkway next to the curb in front of the house, avoiding storm drains, at the beginning of each leaf collection cycle. Leaves must be raked onto the parkway by 6 a.m. on three designated dates.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**B. ALTERNATIVE FUEL VEHICLES**

The Village of Orland Park is interested in working with a Contractor that currently or is in the process of utilizing alternative fuel trucks (e.g. Liquefied Natural Gas, Compressed Natural Gas, etc.) for solid waste collection. We feel as though moving towards alternative fuel would be of mutual benefit both the Village and the Contractor since using alternative fuel saves the waste hauling Contractor money by lowering fuel costs. We are interested in receiving pricing for waste hauling services to be completed by a fleet comprised of all alternative fuel vehicles. If you provide pricing for alternative fuel vehicle collection in **Appendix 1**, please also provide a description of the vehicles. The Village may give special consideration to Proposals that include equipment with sustainable features.

**C. VILLAGE-WIDE MANDATORY 2-CART PROGRAM (96-GALLON)**

This alternative service is a variation on the current refuse and yard waste collection service in that the Contractor would provide a leased 96-gallon refuse and a leased 96-gallon yard waste container to each customer. The collection service will continue to be a "take-all" program; however, customers will only be allowed to use totes that are leased from the Contractor.

**D. WEEKLY RECYCLING WITH 96-GALLON LEASED TOTES**

The Village currently receives bi-weekly single sort recycling collection service and is interested in receiving pricing for weekly recycle collection service. The Contractor will be required to supply all refuse customers in the Village with a 96-gallon, blue, roll-away toter for recyclables. The Contractor shall supply toters for recycling to the Village at no cost. A flat rate defined on a per stop per month basis shall be charged to the Village for recycling collection. The contractor shall collect refuse, yard waste, and recyclables once per week on a designated day.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**REQUIREMENTS OF PROPOSAL**

The Village is requesting that each Contractor's proposal include:

- Contractor Qualifications
  - Background information about Company
  - Ability to meet our needs
  - List of Current/Previous Municipal Clients
  - Contact Information for up to three (3) current Orland Park Clients, if applicable
  - Vehicle/Equipment Listing
    - Year
    - Make/Body Type
    - Vehicle I.D.#
    - License Plate
  - Disposal Facilities Listing
    - Name of Facility
    - Address
    - Usage Dates
    - Limitations
  - Recycling Processing Facility
    - Name
    - Address
    - Usage Dates
    - Facility Owner
    - Proposed Market
  - Customer Service Operations
    - Location
    - Website address
    - Phone Numbers
    - Any other relevant information
  - Additional Value Added Services, if applicable
- Section II Required Village Certifications
- Section III Documents
  - Appendix 1 Detailed Pricing Sheet - Proposer may enter values on the attached form or may enter values in the EXCEL spreadsheet titled *Waste Hauling Detailed Pricing Sheet*. Please contact Mary Gehrt at [mgehrt@orland-park.il.us](mailto:mgehrt@orland-park.il.us) for an electronic copy of the spreadsheet.
- Sample Brochure
- Any alternatives or deviations from minimum standards outlined in RFP
- Include any other documentation that you may deem pertinent to this proposal



**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**Qualifications**

**MINIMUM EXPERIENCE:** The Contractor shall have a minimum of 5 year's prior experience in rendering residential refuse service, comparable to that specified herein, in a municipality with a minimum population of 30,000 requiring weekly services, and show evidence of adequate personnel to properly and satisfactorily discharge the Contract. In addition, please list all municipal clients that you are currently or have provided similar services to (please note if municipal client is current or previous). If your company provides services for businesses in Orland Park, please provide contact information for up to three (3) of them. Please provide background information of your company.

**ACCESS TO LANDFILL:** The Contractor shall own, control, or have available for use throughout the Contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.

**ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY:** The Contractor shall own, control, or have available for use throughout the Contract term a recyclable material processing facility suitable for sorting or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

**ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of the Contract and shall stipulate to the location and size thereof.

**ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY:** The Contractor shall own, control, or have available for use throughout the Contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of the Contract and shall stipulate to the location and size thereof.

**ADEQUATE FINANCES:** The Contractor shall have the necessary financial stability to satisfy the terms of the Contract. Copies of the 3 most recent contracts with municipalities, landfill or incinerator agreements, material processing and landscaping waste management facility agreements, 2 years of financial statements, and a list of all equipment to be used may be requested by the Village as evidence. If requested, proposers must provide this information within 3 days of the request.

**ADEQUATE ROLLING STOCK:** The Contractor shall have a sufficient number of enclosed leak-proof modern packer type trucks and open body trucks or dump trucks to provide the disposal services under the terms of the Contract.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

The Contract, if awarded, may not be transferred or assigned by the Proposer without the prior written consent of the Village.

**GENERAL PROVISIONS**

**Contract**

The selected proposer will be required to enter into a Contract acceptable to the Village of Orland Park and to submit all necessary insurance certificates within ten (10) business days of receiving notice that it has been awarded the Contract. The Contract will incorporate the terms of this RFP and any pertinent documents included with the selected Contractors accepted and approved proposal. The Village reserves the right to terminate the relationship with the selected Proposer if the required documents are not submitted to and approved by the Village within ten (10) business days of receiving notice of the award of the Contract. **The proposer shall also include a copy of their standard contract terms and conditions for review of the Village with the RFP or they will not be considered or utilized in the Contract process.**

Should the Contractor neglect, refuse, or fail to complete the work under the contract in accordance with the Village's Requirements, the Contractor may be liable for consequential damages resulting directly from their negligent acts.

**Length of Contract**

The Village is requesting pricing for a three (3), five (5) and ten (10) year Contract to commence on November 1, 2013 with the option to renew the contract once for a period of no more than three (3) years from the date of expiration at a negotiated rate, unless either party, at its sole option, shall have given the other party at least 120 days prior written notice of its intent not to renew and/or extend the Contract.

**Proposal Price**

The submitted proposal shall include pricing options for a three (3), five (5), and/or ten (10) year Contract. Proposer is encouraged, but not required to submit pricing for all three terms.

**Incurred Costs**

The Village of Orland Park will not be liable in any way for any costs incurred by the respondents in replying to this RFP.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**Confidentiality**

After award of the contract, all responses, documents, and materials submitted by the Proposer pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Freedom of Information Officer. All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village of Orland Park. Based upon the public nature of this RFP, a Proposer must inform the Village, in writing, of the exact materials in the offer which it claims as exempt from disclosure pursuant to the Illinois Freedom of Information Act. Although the Village does not guarantee that information contained in any Proposal will remain confidential, if the Proposer considers that any part of its Proposal is proprietary, the Proposal must clearly identify those portions that are considered proprietary.

**Assignment**

Successful proposer shall not assign the work of this Project without the prior written approval of the Village.

**Compliance with Laws**

The Proposer shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and Village governments, which may in any manner affect the preparation and submittal of the Proposal, the Contract with the Village and the performance of the work under the Contract.

Proposer shall make all necessary applications for a federal employer identification number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

Proposer hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed.

**Insurance Requirements**

Proposer shall produce and maintain for the term of the contract, and any renewals or extensions thereof, the various insurance coverage requirements as stated on the enclosed Insurance Requirements Certification. Proposers are required to sign said Insurance Requirements Certification as part of their proposal; by signing said Certification, Proposer is confirming its knowledge and acceptance of all Village of Orland Park insurance requirements.

Certified copies of policies evidencing required insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village at its request prior to commencement of any work. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed.

**Indemnification**

The selected Proposer shall indemnify and hold harmless the Village of Orland Park ("Village"), its trustees, officers, directors, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorney's fees), claims or liability of any character, incurred due to the alleged negligence of the Proposer, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Proposer, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Contract Documents, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act: or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The Proposer shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Proposer shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Proposer shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

**PROPOSAL SUBMISSION REQUIREMENTS**

Proposer must submit one (1) complete, sealed, signed and attested copy of the proposal, and two (2) complete, identical, unbound copies of the proposal and shall have provided all requested information, and submitted all appropriate forms, narratives, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall be the forms with the original signatures. By submitting a Proposal to the Village, each Proposer represents and warrants to the Village that the information in its Proposal is accurate and complete.

Once submitted, no proposal may be withdrawn without the Village's consent, but it may be superseded by a subsequent timely proposal. Any proposal received after the time and date specified for opening, or any postponement thereof, will not be considered.

Each proposer is responsible for reading the RFP documents and determining that the Specifications describe the work to be performed in sufficient detail. Failure of a proposer to do so shall not relieve the proposer of any obligation with respect to said proposal. After proposals have been opened, no proposer shall assert that there was a misunderstanding concerning the nature of the work to be done and no such claim shall relieve a proposer from its obligation to perform. All proposals must be made only on the forms provided by the Village and must be made in accordance with this Request for Proposal all of which are on file and may be obtained for examination in the Village of Orland Park Clerk's Office 14700 S. Ravinia Ave. Orland Park, IL 60462 and are made part of this notice as though fully set forth herein.

**Certifications**

All certifications and forms in Section II must be completed and submitted with the proposal.

**Insurance**

Contractor shall purchase and maintain, at all times during the performance of the work under this Contract, insurance coverage, including Worker's Compensation, Automobile Liability, Comprehensive General Liability and Excess Liability, in the amounts set forth in the Village's Insurance Requirements attached in Section II. Proposers must sign and submit with the proposal, the Insurance Requirements page, as recognition of the insurance coverage and amounts (hereinafter referred to as "coverage(s)") that will be required to be in place before the commencement of any work by the successful proposer.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

Please submit with the proposal, a current policy Specimen Certificate of Insurance showing the insurance coverage the proposer currently has in force.

Execution of the Contract by the Village will be contingent upon provision of the required insurance certificates to be provided by the contractor, sub-contractor and installers. A "Notice to Proceed" will not be issued and work may not commence until the required Certificates of Insurance are submitted to the Village.

**EVALUATION OF PROPOSALS**

Each Proposal will be evaluated individually and in the context of all other Proposals and will be based on the anticipated economic and other benefits to the Village, including but not limited to prices, vendor's qualifications, responsiveness to RFP, equipment strategy, consistency of service levels, reference communities, and additional factors deemed relevant. The Village of Orland Park will evaluate Proposals with such other assistance as it might require. The Village may request an interview with any Proposer and make requests for additional information or clarifications on the Proposals as appropriate. The Village of Orland Park retains the right to refuse any and all Proposals.

**Negotiations**

The Village of Orland Park reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The Village may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental, and other submissions provided by the vendor during discussions or negotiations will be held by the Village of Orland Park as contractually binding on the successful vendor. During the evaluation and negotiation period, Proposers may be asked to submit a new or revised cost Proposal and make presentations. Any such revised cost Proposal shall be no less favorable to the Village than those cost Proposals initially submitted to the Village. However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Village prefers to award a contract based on the initial Proposal submission. It should not be assumed that there will be a subsequent opportunity during which price Proposals can be modified.

**Award**

Award of the contract is subject to Village of Orland Park Board approval. The Corporate Authority of the Village may elect to enforce its Local Vendor Purchasing Policy (see Section III Exhibit A – Local Vendor Purchasing Policy) when awarding the contract. The Village award will be made within one hundred twenty (120) days after the date of the proposal opening, or any mutually agreed extension thereof.

**VILLAGE OF ORLAND PARK, ILLINOIS  
REFUSE/YARD WASTE/RECYCLING COLLECTION  
AND STREET SWEEPING SERVICES  
REQUEST FOR PROPOSALS**

**PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, the proposer must submit all of the following items:

- Sealed Proposal Envelope - **Addressed to the Village of Orland Park, Village Clerk's Office**, 14700 S. Ravinia Ave., Orland Park, Illinois 60462 and labeled: **Village of Orland Park – Refuse/Yard Waste/Recycling Collection and Street Sweeping Services - RFP**, in the lower left hand corner.
  
- Proposal - Proposer must submit **one (1) complete, signed, sealed and attested bound copy of the proposal and two (2) complete, identical, unbound copies of the proposal** and shall have provided all requested information, and submitted all appropriate forms, certificates and affidavits and addendum acknowledgements in each copy in order to be considered responsive. All copies shall have forms with original signatures.
  
- Information and narratives as requested in the **Requirements of Proposal** section of the RFP, including a sample contract from your company if you intend to submit one for the Village's consideration. The final Agreement will be negotiated with the selected Proposer.
  
- All forms completed from Section II:
  - Proposal Summary Sheet
  - Business Organization
  - Certificate of Eligibility to Enter into Public Contracts
  - Sexual Harassment Policy
  - Equal Employment Opportunity
  - Tax Certification
  - References
  - Insurance Requirements
  
- All forms completed from Section III:
  - Appendix 1 Detailed Pricing Sheet – Proposer may enter values on the attached form or may enter values in the EXCEL spreadsheet titled *Waste Hauling Detailed Pricing Sheet*. Please contact Mary Gehrt at [mgehrt@orland-park.il.us](mailto:mgehrt@orland-park.il.us) for an electronic copy of the spreadsheet.

## **II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS**



**PROPOSAL SUMMARY SHEET**

**Refuse/Yard Waste/Recycling Collection and Street Sweeping Services**

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

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

Street Address \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail address: \_\_\_\_\_

FEIN#: \_\_\_\_\_

Proposal Form

The following is our proposal for combined collection and disposal services for: general refuse, recycling collection, and yard waste removal, within the Village of Orland Park as identified in the specifications. In accordance with your requirements outlined in the provisions of the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein for the charge per "stop" and the services designated. The following charges will be made on a per "stop" per month basis:

Signature of Authorized Signee: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTANCE: This proposal is valid for \_\_\_\_\_ calendar days from the date of submittal. (Note: At least 120 days should be allowed for evaluation and approval)

**BUSINESS ORGANIZATION:**

\_\_\_\_\_ Sole Proprietor: An individual whose signature is affixed to this proposal.

\_\_\_\_\_ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

\_\_\_\_\_ Corporation: State of incorporation: \_\_\_\_\_  
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

\_\_\_\_\_ (Corporate Seal)  
Business Name

\_\_\_\_\_ Signature \_\_\_\_\_ Print or type name

\_\_\_\_\_ Title \_\_\_\_\_ Date

**CERTIFICATION OF ELIGIBILITY  
TO ENTER INTO PUBLIC CONTRACTS**

**IMPORTANT:      THIS CERTIFICATION MUST BE EXECUTED.**

I, \_\_\_\_\_, being first duly sworn certify  
and say that I am \_\_\_\_\_  
(insert "sole owner," "partner," "president," or other proper title)

of \_\_\_\_\_, the Prime Contractor submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

\_\_\_\_\_  
Signature of Person Making Certification

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

## SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

\_\_\_\_\_, having submitted a proposal for  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Contractor) for  
\_\_\_\_\_ (General Description of Work Proposed on) to  
the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

## EQUAL EMPLOYMENT OPPORTUNITY

**Section I.** This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

**Section II.** In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

**A.** 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.

**B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department'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.

**C.** 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, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

**D.** 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

**E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

**G.** That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Vendor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**Section III.** For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Vendor or other organization and its customers.

**ACKNOWLEDGED AND AGREED TO:**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

## TAX CERTIFICATION

I, \_\_\_\_\_, having been first duly sworn depose and state as follows:

I, \_\_\_\_\_, am the duly authorized agent for \_\_\_\_\_, which has submitted a proposal to the Village of Orland Park for

\_\_\_\_\_ and I hereby certify  
(Name of Project)

that \_\_\_\_\_ is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

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

Title: \_\_\_\_\_

Subscribed and Sworn To  
Before Me This \_\_\_\_\_ Day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

## REFERENCES

**(Please Print or Type)**

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

CONTRACT DATES \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

CONTRACT DATES \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

CONTRACT DATES \_\_\_\_\_

Proposer's Name & Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_



**INSURANCE REQUIREMENTS**

*Please submit a policy Specimen Certificate of Insurance showing bidder’s current coverage’s*

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$1,000,000 – Each Accident  
\$1,000,000 – Policy Limit  
\$1,000,000 – Each Employee  
Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit  
Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$5,000,000 – Each Occurrence  
\$5,000,000 – General Aggregate Limit  
\$5,000,000 – Personal & Advertising Injury  
\$5,000,000 – Products/Completed Operations Aggregate  
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$5,000,000 – Each Occurrence  
\$5,000,000 – Aggregate  
**EXCESS MUST COVER:** General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify “The Village of Orland Park, and its officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured.” If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage’s. The certificate of insurance shall also state this information on its face Any insurance company providing coverage must hold an A VII rating according to Best’s Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor’s obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village’s relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2013

\_\_\_\_\_  
Signature

Authorized to execute agreements for:

\_\_\_\_\_  
Printed Name & Title

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

### **III – ADDITIONAL INFORMATION**

**EXHIBIT A**

**VILLAGE OF ORLAND PARK  
LOCAL VENDOR PURCHASING POLICY**

The Village of Orland Park believes it is important to provide local vendors with opportunities to provide goods and services to the Village of Orland Park. This belief is based upon the fact that the active uses of commercial properties in the Village benefits the community through stabilization of the property tax base, the creation of local sales tax and the provision of employment opportunities for citizens of the community and surrounding region.

In an effort to promote the aforementioned benefits, the Village of Orland Park wishes to provide local vendors with preferential treatment when competing for contracts with the Village. A local vendor is defined as a business that has an actual business location within the corporate boundaries of Orland Park and is licensed by the Village. The Village will not award a contract to a local vendor when the difference between the local vendors bid and the otherwise lowest responsive and responsible bid exceeds the applicable percentage indicated below. As such, when considering contracts, the Village reserves the right to forego the lowest responsive and responsible bid in favor of a local vendor under the following circumstances:

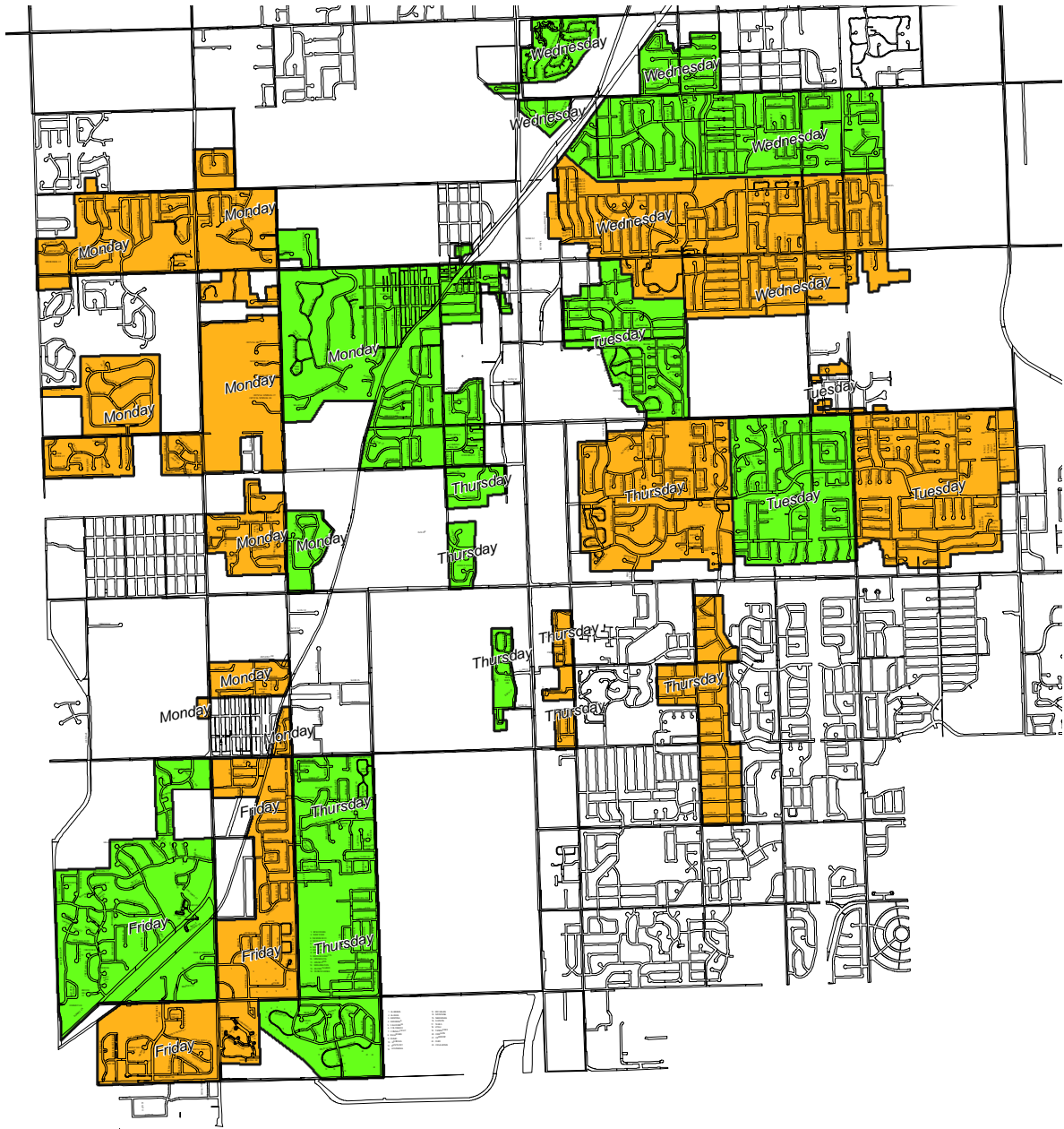
<u>Contract Value</u>	<u>Range (up to a maximum of)</u>
\$0 - \$250,000	2.00%
\$250,000 - 1,000,000	1.50%
\$1,000,000 - 2,000,000	1.00%
Greater than \$2,000,000	Not Applicable

Under no circumstance will any contract be awarded to a local vendor when the local vendor's bid exceeds the lowest responsive and responsible bid by \$20,000 or more.

This Policy shall ONLY apply if formal notice of the aforementioned criteria is provided as part of the bid specifications. In addition, it should be noted that the Village of Orland Park shall not be obligated to forego the low bidder in favor of the local vendor under any circumstances. However, this Policy simply provides the Village with the option of doing so when applicable. Furthermore, this Policy shall not apply in any situation where any portion of the contract amount is being paid with funds other than Village monies. Specifically, this Policy shall not apply in any situation where the Village has received a grant or otherwise received a source of funds other than its own funds.



# VILLAGE OF ORLAND PARK REFUSE COLLECTION



- Friday Collection Day
- Every other week service - Green Recycling Week
- Every other week service - Gold Recycling Week

**Appendix 1**

**Base Pricing - Per Month Per Stop**

**Refuse** - Garbage, Bulk Materials, Household Construction Debris, White Goods, Municipal Dumpsters, Christmas Tree Collection

**Yard Waste**

**Recycling** - Biweekly collection

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Stop/Month			
Per Stop/Month			
Per Stop/Month			
<b>Total</b>			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Direct Service Options**

Clean up of up to three (3) cubic yards of debris (over and above maximum base pricing amount)

Off-Route Cost (Clean up on a day other than regular pick-up day)

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Cubic Yard			
Per Event			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**96-Gallon Garbage Toter System (Optional for residents with base pricing)**

Rental fee (payable int two installments)

Purchase fee

Customer Owned Cart Replacement

Rental Cart Replacement by Contractor

Delivery/Assembly Fee (first time delivery free of charge)

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Year			
Purchase			
Per Event			
Per Event			
Per Event			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Household Construction Debris in Excess of 2 Cubic Yards**

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Cubic Yard			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Street Sweeping November 30 to March 1**

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Hourly Rate			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Additional Recycling Toter Rental**

96-gallon - Rental fee

64-gallon - Rental fee

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Year			
Per Year			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Variation Pricing**

Bulk Parkway Leaf Collection Program - Three collections per year

Alternative Gas Trucks

Village-Wide Mandatory 2-Cart Program (96-Gallon)

Weekly Recycling with 96-Gallon Leased Totes

Pricing Method	Three Year Contract		
	Year 1	Year 2	Year 3
Per Stop/Month			
Per Stop/Month			
Per Stop/Month			
Per Stop/Month			

Five Year Contract			
Year 1	Year 2	Year 4	Year 5

Ten Year Contract									
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10

**Notes:**

For pricing purposes, year one (1) of the contract will extend from November 1, 2013 until December 31, 2014. Each subsequent contract year will extend from January 1 until December 31.