



VILLAGE OF ORLAND PARK, ILLINOIS

REQUEST FOR PROPOSALS

REFUSE/YARD WASTE/RECYCLING COLLECTION AND STREET SWEEPING SERVICES

ISSUED

DAY, MONTH DATE, 2012

MANDATORY PRE-PROPOSAL MEETING

Month Date, 20012
Time and Location

PROPOSALS DUE

DAY, MONTH DATE, 2012, TIME A.M.

**VILLAGE OF ORLAND PARK, ILLINOIS
REFUSE/YARD WASTE/RECYCLING COLLECTION
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I. INSTRUCTIONS TO PROPOSERS

OVERVIEW

The Village of Orland Park is requesting proposals from interested parties to provide same day garbage and refuse, yard waste and recycling collection and disposal services to all residential units, including single family residences, row-type housing, and multiple family residences within the Village corporate limits at a minimum of once per week. 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 and portable toilet services. Proposals must include a list of services, equipment and goods to be provided in accordance with the following requirements.

Proposals must be submitted no later than **11:00am, local time, on day, month date, 2012**. 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 copies of the proposal, and two (2) complete, identical unbound copy 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

All 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 via e-mail, will be accepted or considered. All proposals received after the submittal time will be rejected and returned unopened. Failure to follow these instructions may result in rejection of the 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 Day, Month Date, 2012 at 10:00 a.m., at the Village Civic Center, 14750 S. Ravinia Avenue.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO:

Mr. Chris McDonell

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Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, Illinois 60462
cmcdonell@orland-park.il.us

by the end of business on [day, month date], 200x. 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.

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 confidence and proposal information will be kept confidential until an award is made.

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GENERAL CONDITIONS

A. DEFINITIONS

The following words and phrases, when used in this bid specification document shall have the meanings as specified herein.

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

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, 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.

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

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

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

Commercial Multiple Family Customers: Commercial customers are considered buildings with 50 or more units. Services for commercial 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.

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

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

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

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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.

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

High Density Polyethylene (HDPE #2) Blow Molded Containers: Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High Density Polyethylene (HDPE #2) Containers: Margarine tubs, baby wipe containers, and other similar molder containers used inside the home.

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

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e. cans, 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.

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

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

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

LDPE (#4): Low-density polyethylene.

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

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

Polyethylene Terephthalate (PET #1) Blow Molded Containers: Soft drink, liquor, cooking oil, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET#1) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polypropylene (PP#5): Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

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

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

Polyvinyl/Chloride (PVC #3): Health and beauty aid bottles.

Recyclables (Also referred to as recyclable materials): Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include aluminum cans, tin/steel/bi-metal cans, colored and clear glass bottles, HDPE, PET and PS, plastic containers #1, #2 and #6, newspaper, magazines, catalogs, telephone directories, corrugated cardboard, chipboard, six pack rings, mail, office, and school papers (shred any personal information), brown grocery bags, shredded paper in closed paper bags, cereal, cracker, pasta, cake mix, pop and beer cases, and other boxes and any other items the Village and the Contractor agree to recycle in the future. (Also see alternates - Appendix 2)

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: Residential customers are considered single family residences, row-type housing, and multiple family residences with 49 or less units. Services for Residential customers shall be covered under the terms of the Village's waste hauling agreement.

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

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Street Sweeping: The Village of Orland Park has approximately 200 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.

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

White Goods: Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBS, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste and soft landscape waste.

Yard Waste Containers: Yard waste containers shall include:

Kraft Paper Bag: A special bio-degradable paper bag, not exceeding 45 gallons in capacity or 35 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.

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

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.

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SCOPE OF SERVICES

THE VILLAGE OF ORLAND PARK IS SOLICITING PROPOSALS BASED ON 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 and disposal of refuse and yard waste. This Request for Proposals also includes street sweeping, portable toilet, 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.

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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 will 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 Orland Park corporate limits.

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 also be provided.

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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 this 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.

E. VEHICLES

The Contractor shall furnish to the Village a complete list of the vehicles to be used in the execution of the Contract in accordance with Appendix 3. Vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that are clearly visible on both sides.

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 monthly basis, with a listing of complaints received from customers who reside within the Village corporate limits and receive refuse service under the terms of this 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.

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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.

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 Orland Park specifically. The Public Awareness Program shall include, at a minimum, the development of an information brochure, provided at no cost to the Village, to be delivered with the proposal under Appendix 6. 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 Orland Park 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

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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.

In the event of such an extension, the Contractor shall provide proof of insurance and bond as set forth in paragraphs P and S below.

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, through its Finance Committee of the Village Board of Trustees, agree 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 monthly report, due by the 20th day of the following month. The report shall include the following information:

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- 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 provided in Paragraph F Missed Collections and Complaint Handling.
- Total weight, in pounds, of recyclable materials collected.
- Revenue received by Contractor for sale of recyclable materials.
- 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 Request for Proposals document. 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

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of operation listed herein, the Contractor shall pay to the Village liquidated damages of \$500. 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.

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 of Orland Park, 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 resident's 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.

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 of Orland Park, Illinois.

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a. Residents of the residential units shall be required to furnish their own garbage and refuse containers, being containers manufactured and made expressly for the purpose of holding and containing household garbage and refuse. Dumping carts available for lease from 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 Orland Park 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 container that does 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:

1. Village Center Complex
14650 - 14750 South Ravinia Avenue (14650, 14700, 14750)
2. John Humphrey Complex
14700 South West Avenue
3. Recreation Administration

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14600 South Ravinia Avenue

4. Centennial Park
14700 South West Avenue

5. Public Works Facility
15655 South Ravinia Avenue

6. Old Village Hall
315 Beacon Avenue

7. George Brown Commons
15045 West Avenue

8. Police Gun Range (at Public Works Facility)
15655 South Ravinia Avenue

9. Sportsplex
11351 West 159th Street

10. Robert Davidson Center
14700 Park Lane

11. Cultural Arts Center
14700 Park Lane

12. Police Station
15100 South Ravinia Avenue

13. Orland Park Public Library
14921 South Ravinia Avenue

14. Orland Fire Protection District:
- 9790 West 151st Street
 - 15100 West 80th Avenue
 - 15101 South Wolf Road
 - 16515 South 94th Avenue
 - 8851 West 143rd Street
 - 17640 South Wolf Road
 - 10730 West 163rd Place
 - 10728 West 163rd Place

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

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Village. 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.

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.

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, 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.

Rolloff 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 legislation. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be included in the flat fee rate. This service shall be by advanced arrangement with the Contractor at the resident's request.

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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

The fully or semi-automated dumping containers which may be used for garbage/refuse and yard waste shall be paid for as follows (To be completed in detail pricing sheet - Appendix 1):

1. Rental Fee (available for use with garbage/refuse and yard waste)

Toter Cart rental fee shall be \$_____ per year, payable in two \$_____ installments. The amount shall be paid by the customer to the Contractor.

2. Purchase fee (available for use with garbage/refuse and yard waste)

A new toter cart shall be available for \$_____. The amount is payable directly to the Contractor.

3. Delivery and Assembly Fee

The first time delivery, including assembly of a toter cart, to a customer, whether rental or purchase, shall be free of charge. Thereafter, the Contractor may charge the customer a fee not exceeding \$_____ for delivery and assembly.

4. Rental Cart Replacement by Contractor

If a rental cart is damaged or lost by a customer, the Contractor will deliver a new cart to a customer at a charge of \$_____ plus \$_____ for delivery and assembly.

5. Owned Cart Replacement by Contractor

If an owned cart is damaged or lost by a customer, the Contractor will deliver a new cart to a customer at a charge of \$_____ plus \$_____ for delivery and assembly.

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.

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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 rolloff 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 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 rolloff containers tend to produce less waste; therefore, the Village is requesting separate pricing for these multi-family residential customers.

K. PORTABLE TOILETS

The Contractor will provide portable toilets, including handicap accessible units at the following Village special events:

Taste of Orland Park: Typically held the first weekend of August (Friday, Saturday, and Sunday) typically requires 25 standard portable toilets, 2 handicap portable toilets;

July 4th Event: Typically requires 8 standard portable toilets, 2 handicap portable toilets;

Centennial Park West Concerts: Typically requires 4 standard portable toilets, 1 handicap portable toilet at each event. The number of concerts held annually will typically range from one to four.

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The Village reserves the right to include additional special events to receive portable toilets by the Contractor during the term of the Contract. The number and type of portable toilets and their placement at each special event 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 revise the number and type of portable toilets and their placement at each special event.

L. 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, 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 the term of the Contract 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 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 improper containers, (i.e., non-degradable bags, bushel baskets, boxes, grocery bags, "homemade" or fabricated for home use cans).

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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 are 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.

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.

D. CURBSIDE CHIPPING

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One pick-up, collection, curbside chipping and removal of branches, brush and tree pieces to be made during the first full week of each month from April 1 through November 30, according to the schedule of garbage and refuse pick-up. Should excessive volumes occur, pick-up may be delayed so, that each day's work must be completed before the next scheduled day's work is begun.

RECYCLING COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

The recyclable collection service shall use the bi-weekly single sort recycling method already established within the Village. The successful bidder is required to supply all single family homes and townhomes 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:

- Aluminum cans
- Tin cans
- Glass bottles and jars
- Plastic jugs
- Newspapers and inserts
- Mail, office, and school papers
- Magazines and catalogs
- Brown grocery bags
- Shredded paper in closed paper bags
- Cardboard boxes
- Cereal, cracker, pasta, cake mix, pop and beer cases, and other boxes

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. The recyclables will be picked up during alternate weeks on residents' normal garbage pick-up day. Collection vehicles equipped with mechanical arms will be used to empty the recycling carts.

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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

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 materials in accordance with Appendix 5.

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.

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. 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. Additional recycling cart/toter may be rented from Contractor for a monthly fee, charged directly to the resident.

G. MULTI-FAMILY RECYCLING PROGRAM

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The Contractor shall make available an effective system for the bi-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. 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.

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.

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. The successful bidder is expected to 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 200 centerline miles of roadway to be swept and ten public parking areas and perimeter roads maintained by other agencies. The fee for street sweeping 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, maintaining the frequency as closely as possible, as directed by the Director of Public Works. Sweeping during the period from November 30 to March 1 of the following year will be paid on a per-hour basis. The Village

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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 Public Works 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.

The Contractor will sweep as needed to completely clean all streets currently owned and maintained by the Village as well as the Village's ten (10) public parking areas listed below. The public parking lots should be swept four (4) times per year at times specified by the Director of Public Works.

1. Village Hall Parking Lot s	14700 South Ravinia Avenue
2. John Humphrey Complex	14750 South West Avenue
3. Recreation Administration Lots	14600 South Ravinia Avenue
4. Franklin Loebe Center Lots	14650 South Ravinia Avenue
6. Centennial Park	15700 South West Avenue
7. Public Works Employee Lots	15655 South Ravinia Avenue
5. Commuter Parking Lots	10300 West 153rd Street
8. Commuter Parking Lots	179th and Southwest Highway
9. Commuter Parking Lots	143rd and Southwest Highway
10. Sportsplex Lots	11351 West 159th Street
11. Robert Davidson Center Lots	14760 Park Lane
12. Cultural Center Lots	14760 Park Lane
13. 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

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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

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.

1. West Avenue from 153rd Street to Ravinia Avenue
2. LaGrange Road from 135th Street to 167th Street
3. John Humphrey Drive from 143rd Street to 147th Street
4. 147th Street from John Humphrey Drive to LaGrange Road.
5. 94th Avenue from 151st Street to 159th Street
6. 151st Street from Harlem Avenue to Huntington
7. 143rd Street from Harlem Avenue to West Avenue
8. Harlem Avenue from 151st Street to 159th Street
9. 159th Street from 70th Avenue to Wolf Road
10. 153rd Street from Route 45 to Wolf Road
11. Southwest Highway from 143rd Street to 135th Street
12. 149th St. from LaGrange Road to Ravinia Avenue
13. 151st Street from Wolf Road to Will-Cook Road
14. 88th Avenue from 159th Street to 171st Street
15. Ravinia Avenue from 159th Street to Crescent Drive

C. SPECIAL PROJECTS

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 spring and fall clean-up programs which are 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 chipping equipment, 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.

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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, to pursue 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

A. BULK PARKWAY LEAF COLLECTION PROGRAM

The bulk curbside leaf collection program would provide 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.

B. COMPRESSED NATURAL GAS VEHICLES

The Village of Orland Park is interested in working with a Contractor that currently or is in the process of utilizing compressed natural gas (CNG) trucks for solid waste collection.

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We feel as though moving towards CNG would be of mutual benefit both the Village and the Contractor since using natural gas 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 CNG vehicles.

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 switching to weekly service. The Contractor will be required to supply all single family homes and townhomes in the Village with a 96-gallon, blue, roll-away toter for recyclables. The Contractor shall supply totes 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.

E. 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:

- 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.

REQUIREMENTS OF PROPOSAL

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

- Background information about Company
- Ability to meet our needs

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- Required Village Certifications (Section II)
- Section III Documents
 - Appendix 1 Detailed Pricing Sheet
 - Appendix 2 Schedule of Alterations and Deviations
 - Appendix 3 Schedule of Vehicles/Equipment
 - Appendix 4 Location of Disposal Facilities
 - Appendix 5 Location of Recycling Processing Facility
 - Appendix 6 Contractor Qualifications
 - Appendix 7 Additional Value Added Services
- Sample Brochure
- Include whatever other sample documents you requested

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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 this contract.

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 this 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 this 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 this 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 this Contract.

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

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GENERAL PROVISIONS

Contract

The successful proposer will be required to enter into a standard form services contract, subject to modifications (see Section III), with 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 (hereinafter referred to as the "Contract"). The contract(s) will be modified to 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 successful 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 for an additional one year term up to three years 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 price shall supply the Village with pricing options for a three (3), five (5), and ten (10) year contract.

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.

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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 Village Manager. 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 are exempt from disclosure pursuant to the Illinois Freedom of Information Act.

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

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

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 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.

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

PROPOSAL SUBMISSION REQUIREMENTS

Proposer must submit one (1) complete, sealed, signed and attested copies of the proposal, and two (2) complete, identical, unbound copy 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. The bound copies shall be the forms with the original signatures and the unbound copy may be a photocopy.

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 coverages 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.

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

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

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.

DRAFT

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

EVALUATION OF PROPOSALS

The Village of Orland Park will evaluate proposals based on 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 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.

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 sixty (60) 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 copies of the proposal and two (2) complete, identical, unbound copy 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. The bound copies shall have forms with original signatures and the unbound copy may contain photocopies.
- 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.
- 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
 - Appendix 2 Schedule of Alterations and Deviations
 - Appendix 3 Schedule of Vehicles/Equipment
 - Appendix 4 Location of Disposal Facilities
 - Appendix 5 Location of Recycling Processing Facility
 - Appendix 6 Contractor Qualifications
 - Appendix 7 Additional Value Added Services

II - REQUIRED PROPOSAL SUBMISSION DOCUMENTS

PROPOSAL SUMMARY SHEET

Project Name

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:

Proposed Collection Day: _____

Signature of Authorized Signee: _____

Title: _____

Date: _____

ACCEPTANCE: This proposal is valid for _____ calendar days from the date of submittal.
(Note: At least 60 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.

Business Name (Corporate Seal)

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 _____, 20__.

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 _____, 20__.

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 _____, 20__.

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 _____, 20____.

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

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – 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)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – 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. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words “endeavor to” and “, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” must be stricken from all Certificates of Insurance submitted to the Village. 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 _____, 20__

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.

EXHIBIT B
SAMPLE CONTRACT
VILLAGE OF ORLAND PARK
(Contract for Services)

This Contract is made this _____ day of _____, 20__ by and between the Village of Orland Park (hereinafter referred to as the “VILLAGE”) and _____ (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

- The Request for Proposals
- The Instructions to Proposers
- This Contract
- The Terms and Conditions
- The Proposal as it is responsive to the VILLAGE’S RFP requirements
- All Certifications required by the Village
- Certificates of insurance
- Performance and Payment Bonds as may be required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services: _____ and No/100 (\$_____) Dollars.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence [upon receipt of a Notice to Proceed] [or pick a date] and continue expeditiously [for _____ [days] [months] [years] from that date.] ←-pick one or combine-→ [until final completion on _____] This Contract shall terminate upon completion of the WORK or ____ [year(s)][month(s)] [pick a date to insert], whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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 Contractor 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 Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not 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.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the

Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. 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. CONTRACTOR 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. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator

Village of Orland Park

14700 South Ravinia Avenue

Orland Park, Illinois 60462

Telephone: 708-403-6173

Facsimile: 708-403-9212

e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Telephone:

Facsimile:

e-mail:

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: Village Manager

Its: _____

Date: _____

Date: _____

APPENDIX 1
DETAILED PRICING SHEET

Insert EXCEL Spreadsheet here

DRAFT

APPENDIX 2
SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list proposed alternatives or deviations to the minimum standards outlined in this bid document.

<i>SECTION</i>	<i>PARAGRAPH</i>	<i>EXPLANATION OF ALTERNATIVE/DEVIATION</i>
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APPENDIX 3
SCHEDULE OF VEHICLES/EQUIPMENT

Please list the vehicles and equipment that will be used in the performance of the Contract. List refuse, recycling, and yard waste vehicles in separate groupings.

<i>YEAR</i>	<i>MAKE/BODY TYPE</i>	<i>VEHICLE I.D. #</i>	<i>LICENSE PLATE</i>
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APPENDIX 4
LOCATION OF DISPOSAL FACILITIES

Please provide below information concerning the facilities that are intended to be used for the disposal of refuse and yard waste collected at curbside.

<i>NAME OF FACILITY</i>	<i>ADDRESS</i>	<i>USAGE DATES</i>	<i>LIMITATIONS</i>
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APPENDIX 5
LOCATION OF RECYCLING PROCESSING FACILITY

Please provide below information concerning the facility which is intended to be used for the processing of recyclable materials collected at curbside.

<i>NAME</i>	<i>ADDRESS</i>	<i>USAGE DATES</i>	<i>FACILITY OWNER</i>	<i>PROPOSED MARKET</i>
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APPENDIX 6
CONTRACTOR QUALIFICATIONS

APPENDIX 7
ADDITIONAL VALUE ADDED SERVICES

Please provide below information concerning any value added services you can provide in addition the the services defined in this Request for Proposal