Resolution No. 16-16

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, ILLINOIS APPROVING A CONTRACT EXTENSION WITH FLOOD BROTHERS FOR RESIDENTIAL REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICES

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village has a continuing relationship with Flood Bros Disposal Co. ("Flood Brothers") for residential refuse, recycling and yard waste collection services by entering into a contract for such services from October 1, 2013 to September 30, 2016 in the Village; and,

WHEREAS, Flood Brothers has submitted a proposal for a 5 year extension of the existing contract with an adjustment of the monthly total unlimited refuse, recycling and yard waste rates; and,

WHEREAS, the President and Board of Trustees of the Village of East Dundee find that it is in the best interests of the Village to accept the proposal from Flood Brothers for such services.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Kane and Cook Counties, Illinois, as follows:

Section 1: That the *VILLAGE OF EAST DUNDEE CONTRACT EXTENSION FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION,* that is attached hereto and made a part hereof as Exhibit A, between the Village and Flood Bros Disposal Co. be and is hereby approved and the Village President and Village Clerk are authorized to execute said Contract.

Section 2: That this resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 20th day of June, 2016, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Selep, Wood and Hall

NAYS: Ø

ABSENT: Ø

APPROVED this 20th day of June, 2016

Village President

Attest: Katherine Hall
Village Clerk

VILLAGE OF EAST DUNDEE

CONTRACT EXTENSION FOR GARBAGE, REFUSE, RECYCLING AND YARD WASTE COLLECTION

THIS CONTRACT EXTENSION ("Contract") is made this 20th day of June, 2016, by and between the Village of East Dundee, 120 Barrington Avenue, East Dundee, Illinois, 60118, an Illinois municipal corporation hereinafter called the "Village" and Flood Bros Disposal Co., 17W697 Butterfield Road, Suite E, Oakbrook Terrace, Illinois, 60181, an Illinois corporation, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the Village accepted Contractor's Bid for residential refuse, recycling and yard waste collection services and approved resolution Number 29-12, a *RESOLUTION APPROVING A CONTRACT FOR UNLIMITED RESIDENTIAL REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE WITH FLOOD BROTHERS AND THE VILLAGE OF EAST DUNDEE FOR WASTE SERVICES TO COMMENCE OCTOBER 1ST, 2012 AND TERMINATING ON SEPTEMBER 30TH, 2016*, on August 20, 2012; and,

WHEREAS, the Village has received a proposal from the Contractor to extend the contract for 5 years with an adjustment of the monthly total unlimited refuse, recycling and yard waste rates; and,

WHEREAS, the President and Board of Trustees have determined that to enter into this Contract with the Developer as further described herein is in the best interest of the Village.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the Village and Contractor hereby agree as follows:

1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to continue to provide garbage, refuse, recycling and yard waste collection services in accordance with the terms and conditions stated in the:

   A. *Bid Specification RESIDENTIAL REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE,* (the "Bid Specification") including Section I: Introduction, Section II: General Requirements, Section III: Refuse Collection Specifications, Section IV: Yard Waste Collection Specifications, Section V: Recycling Collection Specifications and Section VI: Appendices attached hereto and made a part hereof as Exhibit A; and as further amended by this Contract.

B. *Bid submitted by Flood Bros Disposal Co.*, submittal date; August 13th, 2012 (the "Bid") attached hereto and made a part hereof as Exhibit B and as further amended by this Contract.

2. The Bid Proposal Form in the Bid is amended to add to the chart of the TOTAL OF UNLIMITED REFUSE, RECYCLING & YARD WASTE THE FOLLOWING:

October 1. 2017 through September 30, 2018	$19.90
October 1. 2018 through September 30, 2019	CPI
October 1. 2019 through September 30, 2020	CPI
October 1. 2020 through September 30, 2021	CPI
October 1. 2021 through September 30, 2022	CPI

The CPI rate shall be the Consumer Price Index for all urban consumers in the Chicago-Gary-Kenosha area for the 12 months before October 1st and shall not be less than one and one-half percent (1.5%) and not greater than three percent (3.0%).

3. That paragraph Z is added to the Bid Specifications to read as follows:

Z. Additional Termination Provisions:

1. The Village reserves the right to terminate its respective portion of this Contract, or any part thereof, upon 30 days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this Contract.

2. All terms and conditions of this Contract are considered material and the failure to perform any of said terms or conditions on the part of the Contractor shall be considered a breach of this Agreement. Should the Contractor fail to perform any of such terms or conditions, the Village shall have the right to terminate this Contract after five (5) days written notice to the Contractor of the violation and the failure of the contractor to remedy the violation within said time. In addition to any and all equitable legal remedies available to the Village in the event of a breach, the Village shall have the right to call upon the Performance Security described in Section II, paragraph R of the Bid Specifications. The remedies provided to the Village herein shall be cumulative and not exclusive. No waiver by the Village of a default by the Contractor under this Contract shall be construed as a waiver by the Village of any subsequent default or failure to perform on the part of the Contractor.

3. In the event of a failure by the Contractor to provide any of the services required under this Contact for a period of five (5) days following written notice of such failure, then the Village, at its sole option and by any means, may take such steps as are necessary to furnish services otherwise provided by this Contract. Any and all expenses incurred by the Village may be charged against the Contractor and the Performance Security furnished by the Contractor. In addition, the Village may immediately terminate this Agreement and may elect, in its sole discretion, to seek any available legal remedy.

4. The Contractor shall not be paid whenever it fails to provide any service required under this Contact, even if such failure is caused by events

or occurrences of a nature commonly known as "force majeure" or acts of God or strikes beyond the Contractor's control; provided, however, that if the Contractor is merely delayed in providing such service by an event or occurrence of a nature commonly known as "force majeure," and if the Contractor performs such service within a reasonable period of time following such event or occurrence, then the Contractor shall be paid.

5. The Village may immediately terminate this Contract under the following circumstances:

a. be adjudicated a voluntary or involuntary bankrupt,

b. institute or suffer to instituted any proceeding for a reorganization or rearrangement of its affairs,

c. makes an assignment for the benefit of creditors, or

d. becomes insolvent or has a receiver of its assets or property appointed.

4. That all other terms, conditions and existing prices as contained in the attached Bid Specifications and Bid shall remain in full force and effect during the term of this Contract except as amended herein.

IN WITNESS WHEREOF, the Village and Contractor have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

VILLAGE OF EAST DUNDEE

By: _____
Village President

Attest:
_____
Village Clerk

CONTRACTOR:

By: _____
William K Hood Jr President
Print Name and Title

Attest: _____

_____
Print Name and Title

Village of
EAST DUNDEE
Established 1871

120 Barrington Ave - East Dundee, IL 60118 Phone: 847-426-2822 Fax 847-426-2956

MEMO

To:	The Village Board of Trustees
From:	Heather Maieritsch, Deputy Village Administrator
Date:	May 27, 2016
Re:	Waste Hauling and Recycling Collection

As of September 30th, 2016 our current waste hauling contract expires. Staff has worked with Flood Brothers to negotiate a very competitive rate for continued service. I believe it would be in the best interest of the Village to enter into a contract extension with Flood Brothers at a proposed rate of $19.90 per unit through September 30th, 2018 and then following the attached rate schedule for future years. The CPI rate increase is very typical for communities waste hauling and recycling contracts and the commitment to use them through 2022 combined with the ability to have free yard waste disposal at the new Plote Composting facility for East Dundee residents allows the Village to have a reduced rate from our current monthly fee per household of $20.44. The Village has been very satisfied with their services and has created a good working relationship with Flood Brothers for the Village's needs and would suggest the continuation and extension of the current contract.

Flood Brothers
DISPOSAL/RECYCLING SERVICES
17 W. 697 BUTTERFIELD RD., SUITE E OAKBROOK TERRACE, IL 60181
630.261.0400 FAX: 630.261.0575

Village of East Dundee
Ms. Heather Maieritsch
Deputy Village Administrator/Village Clerk
120 Barrington Avenue
East Dundee, IL 60118

May 18, 2016

Re: Contract extension, rate adjustment

Dear Ms. Maieritsch,

As discussed, please accept the revised rate schedule beginning July 1, 2016.

Flood Bros Disposal Co. proposes a rate of $19.90 per unit July 1, 2016 – September 30, 2017 any future rate increases would be determined by the CPI of no less than 1.5% no greater than 3%.

October 1, 2017 – September 30, 2018: Rate $19.90
October 1, 2018 – September 30, 2019: Rate CPI
October 1, 2019 – September 30, 2020: Rate CPI
October 1, 2020 – September 30, 2021: Rate CPI
October 1, 2021 – September 30, 2022: Rate CPI

The following rate schedule provides for an additional five (5) years upon such terms and conditions as the Parties may agree."

We also look forward to utilizing the Plote Composting facility for yard waste collections provided to the residents of East Dundee once it is officially open.

Sincerely yours,

William K. Flood Jr.
Flood Bros Disposal Co.

120 Barrington Ave - East Dundee, IL 60118 Phone: 847-426-2822 Fax 847-426-2956

MEMO

To: Village President and Board of Trustees
From: Heather Maierisctb, Deputy Village Administrator

Date: June 8th, 2012
Re: Refuse, Recycling and Yard Waste Collection Service

Village staff would like authorization from the Village Board to go out to bid on the Residential Refuse, Recycling, and Yard Waste Collection Service. The Village of East Dundee's current contract expires July 31st 2012 and the Village has not bid out these services for more than 10 years.

The Village would like to go out to bid with the following parameters as a way to reduce the financial stress the current Refuse, Recycling and Yard Waste Services place on the Village's budget.

The Village would like to discontinue the existing program which consists of unlimited refuse, a 25 gallon recycling bin, and unlimited 33 gallon brown paper bag yard waste collection. Based on a review completed by Republic Services, our current provider, most residents are not putting out enough refuse to justify the continued costs for unlimited refuse collection.

Instead the Village would like to move to a 65-gallon tote for refuse with one bulk item per week, a 65-gallon tote for recycling and one 33 gallon bag or bundle of yard waste per household per week. Additional yard waste and refuse can be collected but will require residents to purchase a sticker.

Attached is the proposed RFP for Refuse, Recycling and Yard Waste Collection Service.

EAST DUNDEE

Established 1871

Bid Specifications

RESIDENTIAL REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICE

Bidder: _____

Address: _____

Telephone Number: _____ Fax Number:_____

Contact Person: _____

Title: _____

BIDS DUE: No later than 10am on Wednesday July 11th

INVITATION TO BID

NOTICE IS HEREBY GIVEN by the President and Board of Trustees of the Village of West Dundee, Kane County, Illinois, invites sealed bids for residential curbside refuse, recycling and yard waste collection for the period of August 1, 2012 through until July 31, 2016.

Sealed bid proposals will be received by the office of the Village Clerk, Village of East Dundee, 120 Barrington Avenue, East Dundee, Illinois, 60118 until 10a.m., Central time, July 11th at which time the bids will be publicly opened and read aloud.

Bid proposal forms and specifications are available at the East Dundee Village Hall, 120 Barrington Avenue, East Dundee, Illinois. The Village reserves the right to refuse to issue bid proposal forms to any person, firm, or corporation that it considers to be unqualified. Bid proposals must be submitted on the forms provided. Inquiries should be directed to the Village Administrators Office.

Jennifer Rehberg
Village Clerk

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SECTION I
INTRODUCTION

A. DEFINITIONS

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

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, televisions, bookcases, mattresses and box springs, other large household furniture, and large appliances which do not contain CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, or other hazardous components.

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

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 bid specification document, including all addenda issued, the signed bid proposal, and any other documents as may be deemed necessary by the Village.

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

Curbside: positions immediately behind the curb and within the parkway are used for the collection of refuse, yardwaste, and recycling containers.

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

High Density Polyethylene (HDPE #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, metalware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials.

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

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

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, and other similar correspondences. Kraft Paper Products: mailing tubes, wrapping paper, and other similar Kraft type paper items.

LDPE (#4): Low-density polyethylene.

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

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

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

Polypropylene (PP#S): 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.

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

Refuse Containers: Refuse containers shall include:

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

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

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety (90) 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.

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, and any other items the Village and the Contractor agree to recycle in the future. (Also see alternates - Appendix 3)

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

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

White Goods: Any domestic and/or commercial large appliance 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:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (60) pounds in weight when filled.

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

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety (90) 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 (60) pounds in weight. Each branch small not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed twenty four (24) inches.

B. INVITATION TO BID

The Village of East Dundee, Kane County, Illinois, (hereinafter referred to as "Village") an Illinois municipal corporation acting under its statutory home-rule powers, is accepting bid proposals for the establishment of a Residential Refuse, Recycling and Yard Waste Collection Service. This bid specification document describes in detail the Village's objectives and criteria for the establishment of a Residential Refuse, Recycling and Yard Waste Collection Service, as well as the anticipated review and selection process.

Any firm (hereinafter referred to as "Contractor") desiring to submit a bid proposal for such services shall submit a sealed proposal in accordance with the specifications outlined therein.

C. SCOPE OF SERVICES

The Village of East Dundee desires to retain the services of a single refuse hauler to provide same day curbside refuse, recycling, and yard waste collection and disposal services to all single family homes, town homes, duplexes, churches, multi-family residential structures with three units or less, and Village Green (a multi-unit senior living facility)

within the Village corporate limits at a minimum of once per week. In addition, all municipal buildings and public schools within the Village corporate limits will be provided refuse and recycling services per the scope of this contract at a minimum of once per week. For estimation purposes only, there are approximately 1,300 service addresses currently within the Village corporate limits. An additional 100 service addresses have been approved by the Village and will be added upon their development.

Service will not be provided to commercial properties including businesses, commercial establishments, restaurants, industrial establishments, or multi-family dwellings with four or more units, with the exception of Village Green.

The service shall be for a four year contract period beginning on August 1, 2012 and ending on July 31, 2016.

D. PROPOSAL DELIVERY REQUIREMENTS

Sealed bid proposals must be received at the East Dundee Village Hall, 120 Barrington Avenue, East Dundee, Illinois, 60118, no later than 10:00 a.m., Wednesday, July 11,2012. The sealed bids that arrive at or prior to the deadline will be publicly opened on that date by the East Dundee Village Clerk or her representative. Sealed envelopes should be clearly labeled "Bid For Refuse, Recycling, and Yard Waste Collection Service." Facsimile machine transmitted proposals will not be accepted. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the Village at the location stated in this paragraph.

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

E. PROPOSALSECURITY

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars ($5,000.00), made payable to the Village of East Dundee. Proposals submitted without the required security shall be rejected.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village. In the event that the successful Contractor withdraws its proposal, or neglects or refuses to enter into a contract and the required bond, the Contractor shall be liable for any and all damages the Village may thereby suffer.

Proposal securities shall be released as follows:

(a) The successful Contractor's security shall be retained until the required performance bond has been furnished;

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

F. WITHDRAWAL OF PROPOSALS

The Village Clerk, may grant a request of withdrawal, if a written request is received prior to the specified time of bid opening. After the bid opening, the Contractor cannot withdraw or cancel its bid proposal.

G. COMPETENCY OF CONTRACTORS

The Village shall not construe the opening and reading of proposals as acceptance. The Village reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications therein.

H. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors; and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Contractor shall use Appendix 2, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Contractor is unable to meet any of the specifications as outlined therein, the Contractor shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 2, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume the Contractor is able to fully comply with these specifications. The Village shall be

the sole and final judge of compliance with all specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether an alternative or deviation is of an equivalent or better quality of serv1ce.

I. EXAMINATION OF SERVICE AREA

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

J. SCOPE OF WORK

THE VILLAGE OF EAST DUNDEE 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. 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 bid specifications.

K. FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service land annexed to the Village of East Dundee 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.

L. DOCUMENT

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

M. PRE-BID MEETING

A pre-bid meeting shall be held to familiarize potential Contractors with the required collection service standards, to answer questions, and to issue addenda items, if necessary, for clarification of the bid specification document. The proposal meeting shall take place on **Monday, July 2, 2012** at 10:00 a.m. in the **East Dundee Village Hall, 120 Barrington Avenue.** Attendance at the meeting is strongly recommended.

Inquiries made prior to the pre-bid meeting must be submitted in writing to Scott Hartman, Assistant to the Village Manager, 102 S. Second Street, West Dundee, IL 60118. Replies and/or addenda will be circulated to known potential contractors at the pre-bid meeting or by mail after this meeting. Inquiries received after the proposal meeting will not be given consideration. The Contractor shall bear the sole responsibility for ensuring it has received the addenda items.

N. CONTRACT TIME FRAME

It is the express intent of the Village to establish a new Refuse, Recycling, and Yard Waste Collection and Disposal Service for implementation beginning August 1, 2012. In order to accomplish this implementation, the following time periods shall be used by the Contractor:

June 27	Invitation to Bid issued
July 2	Pre-Bid Meeting
July 11	Bid Proposals publicly opened
July 16	Award Contract

O. REFERENCES

The Contractor shall provide at least four (4) municipal references in accordance with Appendix 4 and shall indicate, if appropriate, which municipality has implemented flat fee rate for refuse, recycling, and yard waste collection.

P. AWARD OF CONTACT

The Village will award the contract to the lowest responsible bidder whose proposal, overall, is most advantageous to the Village of West Dundee. Price, conformance to specifications, innovative proposals, suggested alternatives and deviations, and other performance measures will be considered as elements of a responsible proposal.

SECTION II
GENERAL REQUIREMENTS

A. DAY OF COLLECTION

The contractor shall provide at a minimum once a week, same day refuse, yard waste, and recyclables collection service to residential properties with three units or less and the municipal & public school buildings within the West Dundee corporate limits.

The current service day for refuse, recycling, and yard waste collection is **Wednesday.** The Village of East Dundee desires to maintain a Wednesday collection day but understands that the collection day shall be determined by the Contractor.

B. HOURS OF COLLECTION

The Contractor shall not commence work before 6:00a.m. and shall cease collection by 7:00p.m. 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 West Dundee 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 Thursday, 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.

The Contractor shall, at each service address, neatly return the containers where they were found. The Contractor shall repair or replace at their expense containers damaged as a result of the their

handling thereof, reasonable wear and tear excepted.

The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crew members while on duty or in the course of performing their duties under the 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 which 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 or to close openings. The Contractor shall be responsible for the immediate collection and clean up of the 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 6:00p.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 resides within the Village corporate and receive refuse service under the terms of this Contract. The complaint forms shall indicate the nature of the complaint, the date the complaint was received, the action taken by the Contractor and the date the complaint was resolved.

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, recycling and yard waste collection operations within the Village.

H. PUBLIC AWARENESS / EDUCATION PROGRAMS

The Contractor shall develop a Public Awareness Program to inform West Dundee residents of the aspects included in the Residential Refuse, Recycling and Yard waste Collection Service. 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 to program participants no later than **Monday, September 10, 2012.** 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 term of the contract.

The Village retains the right to approve the materials to be delivered by the Contractor to West Dundee 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 such service is to begin. The Village and contractor shall agree to negotiate the terms, frequency, and price of such change in service after proper notice has been given.

J. CONTRACT EXTENSION OPTION

Upon the mutual written consent of both the Village and the Contractor, the Contract may be extended beyond its term provided the agreement for the extension is made at least four (4) months prior to the expiration date of the contract. The Contract may be extended for a period of no more than two (2) 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 asset

forth in paragraphs P and S below.

K. BILLING

The Contractor shall directly bill the Village of East Dundee once per month, net 30 days. The bill shall show the monthly per address service charge, the total number of service addresses billed that month and the extended total bill for that month.

L. PRICE CHANGE

Refuse disposal prices shall be Amended an annual basis only in accordance with the enclosed proposal (Appendix 1). The price changes shall be effective on the anniversary date of the contract; i.e., August 1, 2012, August 1, 2013, etc.

M. PROVISIONS FOR VACANT PROPERTIES

The Village shall not be charged for service addresses which 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:

- 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.
- Monthly recycling participation rate divided by the number of homes included in the collection service (participation percentage).
- 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. INSURANCE

T'he Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverages:

Worker's Compensation Insurance as prescribed by the laws of the State of Illinois

Employer's Liability Insurance, with limits of not less than one million dollars ($1,000,000) per occurrence

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than one million dollars ($1,000,000) for property damages; one million dollars ($1,000,000) for bodily injury or death of any one (1) person, and three million dollars ($3,000,000) coverage per occurrence.

The Contractor shall include the Village, its officers, employees, and agents as additional names insured on the foregoing policies. The Contractors shall also furnish to the Village a Certificate of Insurance attesting to the respective insurance coverage for the full term of the contract.

The Village shall receive written notice of cancellation or reduction in coverage of insurance policy within ninety (90) days prior to the effective date of cancellation or reduction.

P. INDEMNIFICATION

The Contractor shall indemnity, defend, save, and hold harmless the Village, its officers and employees, from liability, losses, damages, expenses, and lawsuits, including workers' compensation claims, attorney's fees and costs of defense, that the Village may suffer, incur, or become liable for on account of:

The negligence of the Contractor, its employees, agents or assigns

Assertion of claim under the Illinois Workers' Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor

Q. LICENSE AND TAXES

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

R. PERFORMNACE SECURITY

The Contractor shall furnish to the Village performance security in the form of a performance bond or irrevocable letter of credit in the amount of fifty thousand dollars ($50,000) from a reputable banking institution or surety company acceptable to the Village. The performance security shall remain in effect for the full term of the contract, including extension periods, and shall be provided to the Village prior to July 31, 2012.

S. CONTINGENCY

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

T. 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.

U. COMPLIANCE WITH APPLICABLE LAWS

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

V. PREYAILING WAGE RATES

The Contractor shall comply, if applicable, with the prevailing wage rates for public works projects as issued by the State of Illinois Department of Labor, current edition at date of bid submission.

W. 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.

X. 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 will be assessed against the contractor. Should the Contractor choose to operate in violation of the hours of operation listed herein, the contractor shall pay liquidated damages of $500. These provisions do not waive other remedies that the Village may have.

The Contractor shall be solely liable for fines, liquidate 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.

Y. NOTIFICATIONS

Official notifications shall be made in writing and addressed to the Village as follows:

Village of East Dundee
Robert Skurla
Village Administrator
120 Barrington Ave
East Dundee, IL 60118

SECTION III
FLAT FEE WITH OPTIONAL ADDITIONAL TAGS
REFUSE COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

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

B. COLLECTION STANDARDS

In order for 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.

Residents refuse will be limited to one 65 gallon container provided by the contractor unless they elect to purchase a 95 gallon container instead. Residents will also be able to put out one bulk item per week. Additional items outside of the cart (excluding the bulk item) must have a waste sticker attached that the resident may purchase. White goods and bulk items weighing more than sixty pounds (60) shall be collected at no charge through a special collection arranged by the resident or Village with the Contractor in advance.

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 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 Hall, 120 Barrington Avenue
   One-4 cu. yrd Container with cover

2. Public Works, 448 Elgin Ave
   One - 4 cu. yrd. container with cover

3. Public Works, 401 Elgin Ave
   One - 4 cu. yrd. container with cover

4. Firemans Park
   One-4 cu. yrd Container with cover

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 one bulk item per household per week, 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. The terms of, as well as charges 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.

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 East Dundee residents or the Village.

G. 65 GALLON TOTER SYSTEM

The Contractor shall make available to the residents participating in the curbside collection service, once per week refuse collection from 65-gallon toter's. The Contractor shall provide the toter for collection to residents. A 95-gallon can be requested by the resident and the Contractor shall bill the resident receiving this service directly for the toter rental charge as indicated on the enclosed proposal (Appendix 1).

H. REFUSE STICKER

ADD ADDITIONAL INFO

I. DISPOSAL OF RESIDENTIAL REFUSE

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

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

J. TITLE TO WASTE

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

SECTION IV
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 for yard waste collection. Although this program is seasonal, the costs for the yard waste collection shall be spread out over the contract year.

B. COLLECTION STANDARDS

In order for an approved yard waste or leaf container to be collected, yard waste shall be properly prepared and each container or bundle must be placed curbside and readily accessible to the Contractor's personnel. Yard waste containers or bundles shall not exceed sixty (60) pounds in weight.

Residents are allowed one 33 gallon bad or one bundle per week per household. Any additional bags or bundles require a waste sticker which the resident can purchase. Bundles cannot be in excess of the four (4) foot length requirement; bags contain unacceptable material, such as refuse or dirt; container weighs overweight; and the like. The Contractor shall submit with this proposal an example of the tagging system to be used. Such tags shall state the reasons for non- collection of these items.

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

C. TITLE TO WASTE

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

SECTIONV
RECYCLING COLLECTION SPECIFICATIONS

A. PROGRAM DESIGN

The recyclable collection service shall use the general curbside bin method similar to refuse collection. Participation in the program shall remain voluntary. The Contractor shall supply curbside bins too the Village at no cost. A flat rate defined on a per stop per month basis shall be charged to the Village for refuse collection.

B. MINIMUM RECYCLABLE MATERIALS TO BE COLLECTED

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

Non-paper Items:

- Polyethylene Terephthalate (PET #1): Plastic blow molded containers, etc
- HDPE (#2) plastic milk containers and water jugs, etc
- Polyvinyl/Chloride (PVC #3): health and beauty aid bottles, etc.
- Low-density polyethylene (LDPE #4) soft plastic 6 & 12 pack rings, etc.
- Polypropylene (PP#5) yogurt, cottage cheese, sour cream, syrup containers, etc.
- Other recyclable plastics (#7)
- Brown, green, and clear glass containers
- Aluminum formed containers/wrap
- Steel/tin/bi-metal cans
- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packaging and table top containers
- Paint cans (empty)

Paper Items

- Corrugated cardboard
- Chipboard (paperboard)
- Newspaper
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

The aforementioned materials shall be referred to as the basic recycling package for the purpose of establishing the price of refuse services.

The Contractor shall specify the method in which the recyclables are to be prepared and sorted for collection by the household. The method in which the recyclable are to be generally sorted for collection by the household shall also be stated; i.e., source separated, partially source separated, or commingled within the recycling bin.

In addition, the Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Village reserves the right to approve the location where the recyclable materials are taken to be sorted and/or processed.

C. COLLECTION STANDARDS.

There shall be a limit of one 65 gallon tote limit per household may place at the curbside for collection. Residents have the right to purchase a 95-gallon tote instead of the 65-gallon tote. The Contractor shall bill the resident receiving this service directly for the tote, rental charge as indicated on the enclosed proposal (Appendix 1). The Contractor shall collect recyclables from recycling totes that have been placed at the curbside for collection.

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; improper preparation; 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.

The Contractor will also be responsible for cleaning up materials that has 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 6.

In the event that an alternative site is preferred by the Village, 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. TITLE TO WASTE

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