



LakeCounty Purchasing Division

<http://doingbusiness.lakecountyil.gov/>

Lake County will be accepting **only** electronic RFP submissions for Request for Proposal #21084 Residential Waste Collection Services for Unincorporated Lake County.

Please follow the steps below to upload your electronic RFP Submission:

1. Go to www.lakecountypurchasingportal.com
2. Click on the RFP Number: 21084
3. Click on register for this bid
4. Enter your username and password
5. Under the Submittals section, you will be able to upload your RFP submittal
 - a. Click on the browse button
 - b. Navigate your computer and select the appropriate file
 - i. Multiple files can be uploaded, each file can be no more than 20 MB
 - ii. Files can also be uploaded as a .zip file
 - c. Click on save submittals
 - d. Close the browser

ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY. PLEASE USE BELOW LABEL FOR YOUR CONVENIENCE.

<u>BID/RFP No.</u> RFP #21084	Vendor Name: _____
<u>Buyer:</u> Yvette Albarran	Vendor Address: _____
<u>Bid/RFP Description:</u> Residential Waste Collection Services for Unincorporated Lake County	Lake County ATTN: PURCHASING DIVISION 18 N. County Street – 9 th Floor
<u>BID/RFP Due Date*:</u> May 14, 2021, 11:00 a.m. CST	Waukegan, IL 60085-4350

***Please note: Responses are due at 11:00 a.m. local time on May 14, 2021. Please allow sufficient time for any technical issues you may have and upload your RFP early. Please email Purchasing at purchasing@lakecountyil.gov to receive confirmation that we have successfully received your submission.**

Lake County, Illinois
Request for Proposals #21084
Residential Waste Collection Services for Unincorporated Lake County

Lake County is seeking proposals from waste haulers for Residential Waste Collection Services for Unincorporated Lake County.

- GENERAL REQUIREMENTS:** Proposers are to submit electronic proposals, to be opened and evaluated in private. Submit one (1) complete electronic unprotected copy via the Lake County Purchasing Portal and one (1) redacted copy that can be used to comply with the Illinois Freedom of Information Act (FOIA). Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for an explanation of the information that may be redacted.
- SUBMISSION LOCATION:** Lake County Purchasing Division
18 N. County Street, 9th Floor
Waukegan, IL 60085-4350
- PRE-PROPOSAL CONFERENCE:** **April 30, 2021 at 11:00 a.m. Local Time**
Due to COVID-19 will be conducted via Zoom Meeting
Go to www.lakecountypurchasingportal.com for call in information.
- SUBMISSION DATE & TIME:** **May 14, 2021 by no later than 11:00 a.m. local time**
Proposals received after the time specified will not be opened.
- CONTACT / QUESTIONS:** **All contact and questions regarding the Request for Proposal shall be with the Purchasing Division.** Should the proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting the RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to the RFP opening date.
- CONTENTS:** The following sections, including this cover sheet, shall be considered integral of this solicitation:
- *Cover Sheet
 - *General Terms and Conditions
 - *General Information
 - *Scope of Services
 - *Submittals
 - *Evaluation Criteria
 - *Addendum Acknowledgement
 - *General Information Sheet
 - *References
 - *Sustainability Statement
 - *Vendor Disclosure
 - *Appendix A – Proposal Price Sheet
 - *Appendix B – Mapping Exhibits
 - *Appendix C – Form of Performance Bond
 - *Appendix D – Draft Agreement

If your RFP includes any exceptions, proposers must insert an "X" in the following box indicating a submission with exceptions and provide separately a submission with noted exceptions.

NOTE TO PROPOSERS: Any and all exceptions to these specifications MUST be clearly and completely indicated in the Proposer's response to the RFP. Failure to do so may lead the County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

1. NEGOTIATIONS

Lake County reserves the right to negotiate specifications, terms, and conditions, which may be appropriate to the accomplishment of the purpose of this Request for Proposal (RFP).

2. CONFIDENTIALITY

Proposals are subject to the Illinois Freedom of Information Act (FOIA) once an award or final selection is made. As such, all Proposers responding are asked to submit one redacted copy of their proposal that can be used by the County to respond to any future FOIA requests for the proposal.

Please refer to the FOIA statute, 5 ILCS 140/1 et seq., and specifically Section 7 therein, for explanation of information that may be redacted. For example, information exempt from disclosure in response to a FOIA request includes but is not limited to: highly personal or objectionable information; trade secrets and commercial or financial information claimed as proprietary, privileged or confidential, the disclosure of which would cause your business competitive harm; valuable formulae, computer geographic systems, designs, drawings and research data when disclosure of the same would produce private gain or public loss; certain construction related technical documents; and information associated with automated data processing operations that, if disclosed, would jeopardize system or data security.

If no redacted copy is provided, the Lake County Purchasing Division reserves the right to determine what information should be redacted as proprietary, privileged, or confidential in response to a FOIA request. A Proposer who fails to provide a redacted copy of its proposal waives its right to maintain any claims against Lake County, its agents, or employees for disclosure of this information.

3. RESERVED RIGHTS

Lake County reserves the right, at any time and for any reason, to cancel this RFP or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the Proposer, the County has ninety (90) days to accept. The County may seek clarification from a Proposer at any time. Proposer's failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

4. INCURRED COSTS

Lake County will not be liable for any costs incurred by respondents in replying to this RFP.

5. AWARD

Lake County reserves the right to award this contract based on the evaluation criteria set forth herein. Award shall be made by the Lake County Board to the responsible Proposer(s) determined to be the most qualified and advantageous to the County. Lake County reserves the right to award this Contract in whole or in part if determined to be in the best interests of the County.

6. ADDITIONAL INFORMATION

Should the Proposer require additional information about this RFP, please submit questions on our website at <http://lakecountypurchasingportal.com> by selecting RFP number and addendum link. Questions may also be submitted via email to purchasing@lakecountyil.gov. All questions shall be submitted no less than seven (7) days prior to RFP opening date. ANY and ALL changes to these specifications are valid only if they are included by written Addendum to all Proposers. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from obligation under this RFP as submitted. All addenda so issued shall become part of the RFP documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Proposer to improperly submit a proposal.

7. ADDENDUM ACKNOWLEDGEMENT

Any and all changes to the specifications and terms and conditions of this RFP are valid only if they are included by addendum issued by Lake County Purchasing. Proposers shall acknowledge addenda by signing the enclosed Addendum Acknowledgement form. It is the Proposer's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of the submittal due date.

8. DISCUSSION OF PROPOSALS AND NEGOTIATION

Lake County may conduct discussions with any Proposer who submits a proposal. During the course of such discussions, the County shall not disclose any information derived from one proposal to any other Proposer. Lake County anticipates conducting negotiations with the successful Proposer. Your proposal should indicate any exceptions taken to this.

9. EXCEPTIONS

Any and all exceptions taken by Proposer to the terms of this RFP are to be identified in writing and included in the list of submittals.

10. CONTRACT TERM

This contract shall be in effect for a five (5) year period from date of award with no opportunity for extension. At the end of any contract term, Lake County reserves the right to extend this contract for a period of sixty (60) days for the purpose of getting a new contract in place.

11. RESPONSIBILITY & DEFAULT

The Proposer shall be required to assume responsibility for all items listed in this RFP. The successful Proposer shall be considered the sole point of contact for purposes of this contract.

12. INTERPRETATION OR CORRECTION OF REQUEST FOR PROPOSALS

Proposers shall promptly notify the Purchasing Division of any ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Interpretation, correction, and changes to the RFP will be made by addendum. Interpretation, corrections, or changes made in any other manner will not be binding.

13. TAXES

The County is exempt from paying certain Illinois State Taxes.

14. TERMINATION

The County reserves the right to terminate this contract, or any part of this contract, upon breach by Contractor.

15. INDEPENDENT CONTRACTOR

The Proposer is an independent contractor and no employee or agent of the Proposer shall be deemed for any reason to be an employee or agent of Lake County.

16. NON-DISCRIMINATION

The Proposer shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750, which is incorporated herein by reference. Furthermore, the Proposer shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

17. INDEMNIFICATION

The Proposer agrees to indemnify, save harmless and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any

time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

18. INSURANCE

The Proposer must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Proposer's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$2,000,000 Each Occurrence

\$2,000,000 Products-Completed Operations

\$1,000,000 Personal and Advertising injury limit

\$5,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Proposer's projects away from premises owned or rented to contractor.

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Proposer's auto liability insurance, as required above, shall be written with limits of insurance not less than the following: \$1,000,000 Combined Single Limit (Each Accident)

Excess/ Umbrella Liability

The Proposer's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project: \$5,000,000 Per Occurrence Limit

(minimum, and may be higher depending on the project).

Liability Insurance Conditions

Proposer agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- b) The Contractor’s insurance shall be primary in the event of a claim.
- c) Proposer agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days’ notice, in writing by endorsement, of cancellation or material change;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Email Certificates of Insurance to the following email address: purchasing@lakecountyil.gov
- e) Any hard copies of said Notices and Certificates of Insurance shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Proposer.

19. PERFORMANCE BOND

The Contractor shall furnish an individual performance bond for each quadrant awarded within ten days from contract execution for the faithful performance of this Agreement, in substantially the form provided as **Appendix C**, to be executed by a company qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- and to be in the sum of:

Northwest (NW) Quadrant	Six hundred sixty-one thousand & fifty dollars	(661,050)
Northeast (NE) Quadrant	Fifty-seven thousand nine hundred dollars	(\$57,900)
Southwest (SW) Quadrant	Two hundred sixteen thousand seven hundred & fifty dollars	(\$216,750)
Southeast (SE) Quadrant	One hundred seventy thousand two hundred & fifty dollars	(\$170,250)

Such performance bond(s) shall be furnished annually by the Contractor for the following year of this Agreement and shall indemnify the County against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year. In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the County, in the amount for each quadrant as specified above, drawn on a national or state-chartered bank acceptable to the County. Any performance security required under this Section shall be in such form and with such provisions as are acceptable to the County, in the County’s sole discretion.

Each Proposal shall be accompanied by a letter from a company qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

20. PROPOSAL SECURITY

To secure its Proposal as required in the submittal requirements, each Proposal shall be accompanied by a security in the form of a bond. Acceptable forms of security which may be submitted are: an executed surety bond issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-; cash; certified check or cashier's check made payable to Lake County (not including personal or company checks, which are not acceptable); an irrevocable letter of credit; or any other form of deposit issued by a financial institution and acceptable to the Lake County in an amount equal to twenty-five thousand dollars (\$25,000), as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the Agreement at rates no greater than those stated in its Cost Proposals. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has been selected and has executed the required written agreements with the County.

21. ASSIGNMENT

The Proposer may not reassign any award made, as the result of this RFP, without prior written consent from the County.

22. JURISDICTION, VENUE, CHOICE OF LAW

This RFP and any contract resulting there from shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

23. CHANGE IN STATUS

The Proposer shall notify Lake County immediately of any change in its status resulting from any of the following: (a) Proposer is acquired by another party; (b) Proposer becomes insolvent; (c) Proposer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Proposer ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its Agreement with the Proposer immediately on written notice based on any such change in status.

24. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

25. NON-ENFORCEMENT BY THE COUNTY

The Proposer shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the County, on any one or more occasions, to insist on the Proposer performance or to seek the Proposers compliance with any one or more of said terms or conditions.

26. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: Lake County General Terms & Conditions, Lake County Request for Proposal Terms Scope of Work, and the Proposal Response.

27. PERSONAL EXAMINATION

Proposers are required to satisfy themselves, by personal examination of the site as to work involved and the difficulties likely to be encountered in the performance of work under this Agreement. No plea of ignorance of conditions that exist now or hereafter, or of any conditions of difficulties that may be encountered in the execution of the work under this Agreement will be accepted as an excuse for failure to or omission on the part of the Proposer to fulfill in every respect all the requirements and specifications, nor will same be accepted as a basis for any claim for extra compensation.

The Proposer is responsible to investigate and gather all relevant and pertinent information prior to submitting a proposal. By submitting a proposal, the Proposer affirms that they have performed all due diligence and are aware of all critical factors that may affect the provision of the services as described in the RFP. Such critical factors may include but are not limited to; location, space, utilities, scope of operations, and any other conditions, which may affect the Proposer operations. No allowance will be made for not being familiar with existing conditions to be encountered.

28. PRICING

Pricing shall be included on Proposal Price Sheet in Appendix A.

29. JOINT PURCHASING

The purchase of goods and services pursuant to the terms of this Contract shall also be offered for purchases to be made by other governmental units, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01 et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each governmental unit and the successful Proposer. The Proposer agrees that Lake County shall not be responsible in any way for purchase orders or payments made by the other governmental units. The Proposer further agrees that all terms and conditions of this Contract shall continue in full force and effect as to the other governmental units during extended terms. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Proposers and governmental units shall be resolved between the immediate parties.

The Proposer and the other governmental units may negotiate such other and further terms and conditions to this Contract ("Other Terms") as individual projects may require. To be effective, other terms shall be reduced to writing and signed by a duly authorized representative of both the successful Proposer and the other governmental unit.

The Proposer shall provide the other governmental units with all required documentation set forth in the solicitation including but not limited to: performance and payment bonds, Certificates of Insurance naming the respective governmental unit as an additional insured, and certified payrolls to the other governmental unit as required.

30. ECONOMIC OPPORTUNITY PROGRAM

Lake County launched a **Buy Local. Build Local. Work Local.** initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law. The County will take all necessary and reasonable steps to assure that business enterprises defined as L/W/MBE shall have a fair opportunity to participate in County contracts. As part of its Economic Opportunity Program (EOP) commitment, the County will make every effort to achieve the following objectives:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which L/W/MBEs can compete fairly for contracts by providing any necessary training and assistance in bid preparation;
- (c) To ensure that the County's EOP is narrowly tailored in accordance with applicable law;
- (d) To establish a means for firms identifying themselves as L/W/MBEs to register for procurement opportunities and work cooperatively with contracted firms to report on measures that demonstrates the County's commitment to its EOP; and,
- (e) To help remove barriers to the participation of L/W/MBEs through notification of contract opportunities.

Successful Proposers are encouraged to work with Workforce Development to post any and all opportunities for employment on County contracts. Lake County's Workforce Development mission is to foster and ensure the economic prosperity of the Lake County community by maximizing the potential of businesses and workers. As such, Workforce Development provides a key resource for job seekers and employers.

State law mandates an open and competitive procurement process and requires that publicly procured contracts be awarded with no demonstrated preference based on the proposer's location, race and gender.

31. REPORTING REQUIREMENTS FOR AWARDED CONTRACTS

All awarded vendors will identify and report the type of ownership— L/W/MBE, and/or not L/W/MBE for any work that they or their approved subcontractors will perform. In addition, Lake County requests that all awarded vendors provide an accounting of employees assigned throughout the term of the contract in regard to their home address

and ethnicity. Lake County may use any data collected to report on potential of businesses and workers benefitting from County contracts.

32. LAKE COUNTY OWNERSHIP OF INFORMATION

All information pertaining to records, data collected, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Lake County. The Proposer shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County. Upon County request, the Proposer must provide all Lake County data in a documented, standard format.

33. JOINT VENTURES & SUCCESSFUL PROPOSER MERGERS, ACQUISITIONS, DIVESTITURES OR CHANGE IN STRATEGY

In the event a joint venture is proposed, each party to the joint venture must meet all applicable requirements of the RFP. The party submitting the response shall be considered the sole contact for issues relating to this RFP. In the event of a merger, acquisition, divestiture or change in strategy, the successful proposer will state its commitment to continue to provide services.

34. OUT OF POCKET EXPENSES

All out-of-pocket expenses paid by the Proposer during the project will be incurred solely at the Proposer's expense.

1. INTENT

It is the intent of Lake County (“the County”) to select one or more waste haulers to provide the services outlined in this Request for Proposal (RFP). Through this RFP, Lake County is seeking sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of residential waste, recyclable materials and/or landscape waste at all or some residential dwellings, not exceeding two units, in specific areas of unincorporated Lake County. The scope of this RFP excludes unincorporated properties within Ela, Lake Villa, Warren, Shields, Fremont, and Avon Townships, as these six townships have already established contracts for collection services in the unincorporated areas.

The County is issuing an RFP to obtain proposals for two scopes of service, Scope 1: residential solid waste collection services (refuse, recycling, and landscape waste) and Scope 2: landscape waste services only. The County also seeks to obtain proposals through this RFP to provide solid waste services to residents divided into geographic areas, defined herein as ‘quadrants’ and further detailed in Appendix B. Proposers should take note that Appendix A (“Price Proposal”) asks the Proposer to provide information on providing all solid waste services to unincorporated residents (as opposed to landscape waste only).

The County has an estimated 14,746 dwelling units (the majority are single-family), which will be included in the residential hauling franchise. Of these 14,746 dwelling units, approximately 8,814 are in the Northwest (NW) Quadrant, 772 are in the Northeast (NE) Quadrant, 2,890 are in the Southwest (SW) Quadrant, and 2,270 are in the Southeast (SE) Quadrant. Please see Appendix B for maps and further data related to the number of covered dwelling units in unincorporated Lake County. Since this is the first time the County will have a franchise for hauling services, it does not have any data on the quantities of residential waste, recyclables, or landscape waste.

2. LAKE COUNTY, ILLINOIS

Lake County is located in northeast Illinois, between the Chicago and Milwaukee metropolitan areas. Lake County is home to about 736,000 residents. Lake County is committed to open government and transparency, and the County Board’s conservative fiscal policies have allowed the County to maintain fiscal stability and achieve AAA bond rating from Standard & Poor’s and Moody’s. Lake County government, one of the top ten employers in the County with approximately 2,700 employees, provides the best possible services to its diverse residents. From addressing traffic congestion and balancing growth to promoting healthy and safe communities, every Lake County employee specializes in providing customer service to the residents of Lake County. The County’s departments and elected officials, including 21 elected board members, work daily to increase the quality, timeliness, and cost effectiveness of the programs they provide.

3. PROJECT TIMELINE

To ensure that Lake County is able to implement the proposed solution, the proposers should indicate their ability to meet the deadlines indicated below:

Action Item	Proposed Schedule*
Issue RFP	April 16, 2021
Pre-proposal meeting (voluntary)	April 30, 2021
Deadline for submission of questions	May 7, 2021
RFP Due	May 14, 2021
Contract Negotiations	May 2021
County Board Approval & Contract Execution	July 13, 2021

***This timeline may be subject to change. Please note voluntary pre-proposal meeting.**

4. PROJECT STATUS MEETINGS

Personnel from the proposer, Lake County, and other interested Lake County organizations will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder. When ad hoc meetings need to occur, Proposer and Lake County will make every effort to accommodate same.

5. PERFORMANCE LEVELS/CONTRACTOR EXPECTATIONS

In order to gain a robust understanding of the needs of the County, the Proposer shall converse or meet with select County staff as requested. The number and frequency of conversations/meetings shall be determined by Lake County.

6. ACCOUNT REPRESENTATIVE

The proposer shall assign an Account representative who has a minimum of 5 years successful experience in providing these services. The account representative, and his or her qualifications, shall be identified in the submittal of the RFP documents. The Account representative shall be present for presentation of the proposal and must be assigned to Lake County throughout the contract period.

7. REPORTS

The Contractor shall provide to the County and SWALCO, on a quarterly basis, a report on the quantity, in tons, of: (i) Residential Waste collected within the County, (ii) Recyclable Materials collected within the County, and/or (iii) Landscape Waste/Food Scraps collected within the County.

The Contractor shall prepare and deliver to the County, at least once every 12 calendar months, a breakdown, by number and type, of the Customers in the County.

1. DESCRIPTION OF SERVICES

Section 1.1 Project Background.

The County is seeking proposals with the intent of selecting one or more waste haulers (the “Contractor” or “Proposer”) to provide the services outlined in this RFP. Upon completion of the RFP process, it is the goal of the County to award a five (5) year agreement to one or more Contractor(s) for collection, transportation, and disposal of Waste, Recyclable Materials, and Landscape Waste and Food Scraps from all residential family dwellings with two or fewer units. No collection services for commercial or multi-family properties with greater than two units are covered by this RFP. The anticipated commencement date of the contract is October 1, 2021 with a termination date of September 30, 2026.

The County has an estimated 14,746 dwelling units (the majority are single family), which will be included in the residential hauling franchise. Of these dwelling units, approximately 8,814 are in the Northwest (NW) Quadrant, 772 are in the Northeast (NE) Quadrant, 2,890 are in the Southwest (SW) Quadrant, and 2,270 are in the Southeast (SE) Quadrant. Since this is the first time the County will have a franchise for hauling services it does not have any data on the quantities of residential waste, recyclables, or landscape waste.

The County desires to obtain price proposals in the form of **Appendix A**, proposing monthly fees for various levels of service which are described in this RFP and in greater detail in the draft agreement entitled “RESIDENTIAL SOLID WASTE FRANCHISE AGREEMENT” attached hereto as **Appendix D** (the “**Draft Agreement**”). Under this Draft Agreement, the County would designate a single waste hauler for each quadrant as the exclusive entity in the County to provide the services described therein. The rates provided in Contractor’s Cost Proposal (**Appendix A**) are to be the sole basis of payment and no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs are to be included.

Section 1.2 Scope of Services.

The County is seeking one or more qualified vendors to provide a variety of solid waste collection, recycling, and/or landscape waste disposal services for Residential Customers located in the unincorporated areas of the County, **as described in detail in the Draft Agreement.**

The County seeks proposals for two separate Scopes of Service:

- Scope 1) Refuse/Recycling/Landscape Waste Services; and
- Scope 2) Landscape Waste Service Only.

Summarized generally, the services for which the County seeks cost proposals are as follows:

Scope 1: Refuse/Recycling/Landscape Waste Services

- (1) Once-per-week unlimited curbside service for collection, transportation, and disposal of Residential Waste. Unlimited Customers will receive a new 95-gallon, wheeled cart, to be furnished by the Contractor. All collection services for Residential Materials shall be provided on the same collection day.
- (2) At the same time as collection of Residential Waste, the Proposer shall collect Bulk Items. One bulk item per week, not including white goods. A separate quote for white goods collection is requested in the Price Proposal in Appendix A.

- (3) Once-per-week curbside, unlimited collection, of Recyclable Materials. The Contractor will furnish each Customer, at no separate charge, a new 65-gallon or 95-gallon wheeled cart for Recyclable Materials.
- (4) Once-per-week (from April 1 through December 15) street-side collection, transportation, and disposal of Landscape Waste for Customers subscribing for this service, with a flat rate for up to six (6) metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons, with stickers required to be purchased and affixed to each bag in excess of such capacity; or

Once-per-week (from April 1 through December 15) street-side collection, transportation, and disposal of Landscape Waste on a non-subscription, per container volume-based system, for which the Customer shall purchase and affix a Landscape Waste Sticker to each bag (for customers who only want to use stickers and not the subscription services). **Separate rates are requested in the Cost Proposal in Appendix A for collecting landscape waste only (see Scope 2 below) and for allowing the commingling of food scraps with landscape waste.**

- (5) The Proposer shall also collect, transport, and dispose of any Christmas tree left street-side by any Customer (whether or not subscribers for Landscape Waste/Food Scrap collection services), between January 2 and January 25, at no additional cost.
- (6) Customers that are age 65 and older shall receive a 10% discount on the monthly cost for unlimited collection service of Residential Waste and Recyclable Materials.
- (7) Private Services (primarily for large amounts of Residential Waste that exceed one cubic yard) to be provided upon Customers' request at the rates set forth in the Cost Proposal.
- (8) The Contractor shall bill Customers on behalf of the County for services provided to Customers under this RFP.
- (9) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in Appendix A, and may change the size of the Residential Waste wheeled cart from a 95-gallon cart to either a 65-gallon cart or a 35-gallon cart once during the first 30 days of this Agreement without cost. Additional elections to change Residential Waste wheeled cart sizes shall be billed as set forth in the Cost Proposal.
- (10) The County has no preference as to which day of the week the collection services are provided, but the Contractor shall indicate which day it is proposing in its proposal. The County shall not allow the Contractor's collection trucks to begin collection services prior to 7 a.m.

Scope 2: Landscape Waste/Food Scrap Service Only

- (1) Once-per-week (from April 1 through December 15) street-side collection, transportation, and disposal of Landscape Waste and the commingling of food scraps with landscape waste for Customers subscribing for this service, with a flat rate for an unlimited number of metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. Separate rates are requested in the Cost Proposal in Appendix A for allowing the commingling of food scraps with landscape waste.
- (2) The Proposer shall also collect, transport, and dispose of any Christmas tree left street-side by any Customer (whether or not subscribers for Landscape Waste/Food Scrap collection services), between January 2 and January 25, at no additional cost.

- (3) Customers that are age 65 and older shall receive a 10% discount on the yearly subscription costs for collection service of Residential Landscape Waste.
- (4) The Contractor shall bill Customers on behalf of the County for services provided to Customers under this RFP.
- (5) The County has no preference as to which day of the week the collection services are provided, but the Contractor shall indicate which day it is proposing in its proposal. The County shall not allow the Contractor's collection trucks to begin collection services prior to 7 a.m.

The County seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost; in a clean, courteous, and well-executed manner; with uninterrupted and continuous service; and efficiently executed. Proposers should consult the attached Draft Agreement prior to submitting their proposal. If the Proposer requires revision to the Draft Agreement, written revisions must be included with the proposal submission. The Draft Agreement is not in final form and the final Agreement will be negotiated with the selected Proposer.

A franchise fee shall be levied per quadrant on an annual basis due December 1 every year. All fees will be increased annually at the beginning of every fiscal year by either 2 percent or the most recent available Lake County Consumer Price Index, whichever is lesser. The initial franchise fee will be assessed as follows:

Northwest (NW) Quadrant	Twenty-six thousand nine hundred dollars	(\$26,900)
Northeast (NE) Quadrant	Two thousand three hundred fifty-five dollars	(\$2,355)
Southwest (SW) Quadrant	Eight thousand eight hundred twenty dollars	(\$8,820)
Southeast (SE) Quadrant	Six thousand nine hundred twenty-eight dollars	(\$6,928)

The County will evaluate Proposals in accordance with the evaluation criteria set forth in the "Submittal Requirements" and "Evaluation Criteria" sections of this RFP (below)

After this evaluation process and following negotiations with one or more of the Proposers, the County anticipates that it will select one or more Proposer(s) to provide the services for the County. All Proposals submitted shall remain in full force and effect during the County's evaluation and selection process.

DETAILED SUBMITTAL REQUIREMENTS

Proposals should be prepared as simple as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Attention should be given to accuracy, completeness, relevance, and clarity of content. The proposal should be organized into the following major sections:

- A. Introduction Material and Executive Summary
- B. Company Background
- C. Scope of Services
- D. Implementation Plan
- E. Client References
- F. Financial Capabilities
- G. Exceptions to the RFP
- H. Value added services
- I. Sustainability Statement
- J. Vendor Disclosure Statement
- K. Vendor Certification Form
- L. Appendix A – Proposal Price Sheet
- M. Appendix B – Mapping Exhibits
- N. Appendix C – Form of Performance Bond
- O. Appendix D – Draft Agreement (Draft Agreement is for all collection services, if only landscape collection services are approved by the County, the Draft Agreement will be modified accordingly.)

Introduction Material and Executive Summary

The introductory material must include a title page with the RFP number, subject, name of the Proposer, address, telephone number, e-mail address, the date, a letter of transmittal and a table of contents. The executive summary should be limited to a brief narrative summarizing the proposal.

Company Background

In this section provide information about the company so that the County can evaluate the Proposer's stability and ability to support the commitments set forth in the response to this RFP. Information in this section should contain the following information in addition to the General Information Sheet that is also included as an exhibit to this RFP:

1. Company name and location of the corporate headquarters and of the nearest office to Lake County.
2. The number of years the company has been in business and the number of years the company has been providing services to the public sector.
3. Include information on the company's customer base, such as the number of public sector clients the company serves, the number of local government clients, and the number of public sector clients in the state.
4. Include a brief summary of the company's organizational characteristics such as the number of employees, their backgrounds, whether the company is privately held, publicly traded, or if it is a subsidiary to a parent company.
5. Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
6. Provide a list of your organization's Board of Directors/Decision-Making Body including name, title, and contact information. Please do not list your organization's Advisory Board.
7. Provide one to three examples of similar work including one reference for similar work with a Continuum of Care.
8. Provide a summary organizational chart. Identify the primary contact and describe the roles of each key person.

9. Provide detailed resumes for all key professionals who will be directly responsible for providing services to the County. Include the following information: title, number of years at your firm, total number of years of experience, professional designations, or licenses.

Scope of Services

This section of the proposal should include a general discussion of the Proposer's overall understanding of the project and the scope of work. For each item that is identified in the scope of services outlined in the specifications, please identify your company's approach and response to address the desired service outlined.

Implementation Plan

This section should describe the Proposer's implementation plan for each task identified in the scope of work. Provide proposed project plan timeline and outline specific areas that will require Lake County staff partnership. Provide project team resumes for key members of the implementation team expected to be on the project.

Client References

The County considers references to be an important factor in its decision to award a contract. Proposers should supply references that will be available to speak with the County. Three references should be provided that provided similar type of work completed in the past five to seven years. A reference sheet is included as a submittal as part of this RFP document.

Financial Capability

This section shall include either the Proposer's (i) financial statements for the three (3) most recent fiscal years or (ii) if the Proposer is a publicly-traded company, the last three Form 10-K reports filed with the SEC by the Proposer, as well as written references from banking institutions and accounting firms representing or doing business with the Proposer.

Exceptions to the RFP

All requested information to this RFP must be supplied as this document and subsequent proposals submitted help form the basis for a contract with the selected proposer. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County and the descriptions of the advantages or disadvantages to the County as a result of the exception. The County, at its sole discretion, may reject any exceptions or specifications within the proposal.

Price Proposal

The price proposal cost sheeting included as part of this proposal shall be completed and returned with your response. Appendix A shall be completed and returned with your response. Any additional services identified by the proposer shall be delineated separately for the County to consider.

Value Added Services

Please include any value-added services your firm provides in your submittal.

Sustainability Statement

Lake County is committed to green and sustainable practices and good environmental stewardship. Consequently, Proposers are asked to provide a Statement of Sustainability to demonstrate that they are also incorporating sustainability into their company's practices. A Sustainability Statement form is included as part of the RFP. Proposers are asked to provide a clear description of your company's sustainable practices, policies, or procedures in the following areas: waste minimization, energy efficiency, water efficiency, staff, and education.

Vendor Disclosure Statement

This disclosure statement is being filed in accordance with the Lake County Ethics Ordinance and Lake County Purchasing Ordinance. Effective January 2019, the Lake County Board implemented a Vendor Disclosure Statement

Policy, which require vendors to disclose any familial relationships between a Lake County elected official, department director, deputy director, manager and owners, principals or officers of the vendor's company as well as campaign contributions to County elected officials.

The County will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort. All proposals will be evaluated by how well the proposal satisfies the described/stated needs, rather than how exactly the proposal matches the strictest interpretation of the terminology and design concepts stated herein. Newly emerging technologies, additional features, and the adaptability of the proposed solutions maybe a consideration.

Evaluation Organization

- a. An Evaluation Committee will be established to score and evaluate the submitted proposals.
- b. The Evaluation Committee may include members from Lake County’s departments and the Solid Waste Agency of Lake County (SWALCO) who have experience with the associated services. The Committee will be responsible for the proposal evaluation (with a subset of this Committee being responsible for corporate reference checks).

Evaluation of the Proposals

Lake County will evaluate the Proposer’s response and the extent to which it meets the requirements delineated in this RFP. All proposals submitted in response to this RFP will be scored based on the evaluation factors identified:

- The professional qualifications and experience of the Proposer on similar contracts.
- Financial capability of the Proposer, including access to capital, and assets (vehicles and facilities).
- Exceptions to Draft Agreement and/or RFP
- Operational approach to providing service to unincorporated residents
- Reasonableness of Price Proposals

Interview

Lake County reserves the right, as part of the evaluation process, to ask for additional materials, interview, or schedule site visits to any locations serviced by Proposers. Site visits may be scheduled or unscheduled as determined by the County. If applicable, the County shall contact Proposers to arrange an interview. Information provided as part of the interview may be used by Evaluation Committee to re-evaluate and re-rank Proposers.

Additional Investigations

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

Best and Final Offer

The County reserves the right to request a Best and Final Offer (BAFO) if additional information or modified terms are necessary for the Evaluation Committee to complete its evaluation and ranking. A BAFO will not be used solely to reduce pricing. If a BAFO is requested, all short-listed proposers, or if the short-list process is not used, all qualified Proposers will be provided an opportunity to submit a modified Response. Only one BAFO request will be issued by the County. The information received from the BAFO will be used by the Evaluation Committee to re-evaluate and re-rank the Proposers.

Intent to Negotiate

The County reserves the right to invite the most qualified proposer to negotiate final terms and conditions, finalize scope clarification and confirm final pricing and payment terms. The information received from the negotiation shall be found in the final contract document. If the parties are unable to negotiate a satisfactory contract the negotiations will be terminated. The County reserves the right to either begin negotiations with the qualified proposer that is next preferred or non-award the request for proposal.



Addendum Acknowledgement RFP #21084

The undersigned acknowledges receipt of the following addendum(s):

ADDENDUM #	SIGNATURE

I have examined and carefully prepared the submittal documentation in detail before submitting my response to Lake County.

Submittal Number: 21084

Company Name: _____

Authorized Representative: _____

Authorized Representative: *Signature* _____

Print _____

Date: _____

It is the vendor's responsibility to check for addendums, posted on the website at <http://lakecountypurchasingportal.com> prior to the submittal due date. No notification will be sent when addendums are posted unless there is an addendum posted within three business days of the submittal due date.

If the submittal has already been received by Lake County, vendors are required to acknowledge receipt of addendum via email to purchasing@lakecountyil.gov prior to the due date.

Submittals that do not acknowledge addendums may be rejected.

All responses are to be submitted in a sealed envelope. Envelopes are to be clearly marked with required submittal information.

AUTHORIZED NEGOTIATORS:

Name: _____ Phone # _____ Email Address: _____

Name: _____ Phone # _____ Email Address: _____

BUSINESS ORGANIZATION: (check one only)

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

____ Partnership: State full names, titles, and addresses of all responsible principals and/or partners on attached sheet.

____ Corporation: State of incorporation: _____

____ Non-profit Corporation

____ 501c3-- U.S. Internal Revenue Code

By signing this proposal document, the proposer hereby certifies that it is not barred from responding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Business Name

Signature

Print or Type Name

Title

Date

Residential Waste Collection Services for Unincorporated Lake County

April 2021

REFERENCES

List below other similar size clients for whom you have provided similar services. Please include the email address for each reference.

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

Agency Name: _____
Address _____
City, State, Zip Code _____
Telephone Number _____
E-Mail _____
Contact Person _____
Dates of Service _____
of Employees _____

The County of Lake is committed to green and sustainable practices and good environmental stewardship. Consequently, we are asking Proposers to provide a Statement of Sustainability to ensure our Proposers are also incorporating sustainability into their firms' practices.

INSTRUCTIONS

On the following Sustainability Statement form, provide a clear description of your firm's sustainable practices, policies, or procedures. These practices may include, but not be limited to, the following categories and examples:

Waste Minimization within your office or facilities, such as a recycling programs, double-sided copying, electronic internal communications (i.e. memos), use of recycled-content materials and reusable cups, limiting printing, electronic document management, instituting green purchasing policies, using green cleaning supplies and practices, or reducing packaging in materials you procure or supply.

Energy Efficiency within your office, facilities, or firm, such as lighting retrofits, photo-sensor switches for lighting, effective use of daytime lighting, using Energy Star rated appliances or equipment, using an alternative fuel or having efficient fleet policies, an anti-idling policy, or indoor temperature management (i.e. turning the thermostat up in the summer and down in the winter).

Water Efficiency within the office, facilities, or firm, such as faucet or fixture retrofits, switching from individual bottled water to office water coolers or drinking fountains, and installing drought-tolerant landscaping.

Staff encouraged to adopt sustainable practices and supported by your firm through public transit benefits, bicycle accommodations, telecommuting options, support for green seminar attendance, becoming US Green Building Council LEED accredited, or creating an internal "green team".

Education of your staff about green practices, education of your business peers about your green accomplishments, education of your community about your sustainability, or notice of any environmental awards your firm has achieved.

CONTINUE TO NEXT PAGE

SUSTAINABILITY STATEMENT

Attach additional sheets if necessary.

Waste Minimization

Energy Efficiency

Water Efficiency

Staff

Education



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:	21084		

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor’s company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor’s company have a familial relationship and the nature of the relationship. Attach additional pages, as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages, as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. This Vendor Disclosure Statement form is available at www.lakecountyil.gov.

The full text of the County’s Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

Vendors must insert “x” in the following box indicating exception and provide a brief narrative for exception.



VENDOR CERTIFICATION FORM

Bid/RFP/SOI Number:	RFP #21084		
Vendor Name:			
Address:			
Primary Contact Name:			
Primary Contact Email Address:			
Primary Contact Phone Number:			
Project Manager Name:			
Project Manager Email Address:			
Project Manager Phone Number:			
# Years in Business:		Number of Employees:	
Annual Sales:	\$	Dunn & Bradstreet #:	
Vendor Certification Statement: Please identify all of the following that apply to the ownership of this firm. This information is collected for reporting purposes only and not vendor selection. Please include a copy of the certification. (Definitions are included on the second page of Vendor Certification Form).			
	Contractor certifies as a Minority – Business Enterprise (MBE)		
	Contractor certifies as a Women Business Enterprise (WBE)		
	Contractor certifies as a Veteran-Owned (VBE) Business Enterprise		
	Contractor certifies as a Persons with Disabilities Owned Business Enterprise (PDBE)		
	Contractor certifies as a Service-Disabled Veteran-Owned (SDVBE) Business Enterprise		
	Contractor certifies as a Business Enterprise Program (BEP)		
	Contractor certifies as a Small Disadvantaged Businesses (SDB)		
	Contractor certifies as a Veteran-Owned Small Business (VOSB)		
	Local Business		
	None		
Other (Specify)			
Certification Number:			
Certified by (Agency):			

I certify that this information is accurate to the best of my knowledge and that I am authorized to provide this information on behalf of my company.

Signature, Title

Printed Name, Title

Date

Vendor Certification Definitions

- **Minority-owned business (MBE)**
A business concern which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- **Woman-owned business (WBE)**
A business which is at least 51% owned by one or more women, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- **Veteran-owned Business Enterprise (VBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans.
 - Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
 - Armed Forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.
- **Persons with Disabilities Owned Business Enterprise (PDBE)**
A small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability.
 - Disability or Disabled means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.
- **Service-Disabled Veteran-owned Business Enterprise (SDVBE)**
A small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans.
 - Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
 - Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).
- **BEP – Business Enterprise Program**
Business Enterprise Program (BEP) BEP assists businesses owned by minorities, women, and people with disabilities gain access to the State of Illinois procurement process. BEP certification with the State of Illinois can also open the door to opportunities with other public and private entities which are looking for diverse suppliers.
- **Small Disadvantaged Businesses (SDB)**
A Small Disadvantaged Business (SDB) is a small business owned and controlled by socially and economically disadvantaged individuals as defined by Federal Acquisition Regulation (FAR) 19.001
- **Veteran-Owned Small Business (VOSB)**
A Veteran-Owned Small Business (VOSB) is a small business that is at least 51 percent owned by one or more veterans; or, if a publicly owned business, at least 51 percent of the stock is owned by one or more veterans. Also, one or more veterans control management and daily business operations of the firm.
- **Local business**
Lake County launched a Buy Local. Build Local. Work Local initiative in 2013 to increase the outreach and procurement opportunities for businesses located within Lake County, including women-owned businesses and minority-owned business enterprises (L/W/MBE). The overarching objective is to maximize participation from these businesses in the County's procurement process, in accordance with applicable law.



Appendix A: Proposal Price Sheet

SCOPE 1 NW QUADRANT: Refuse/Recycling/Landscape Waste Services

A. REFUSE COLLECTION

1) Unlimited Service

\$ _____
Per household per month
Large Wheeled Cart
(95 gallon)

The rate above includes the cart.

Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above-quoted rate.

2) Cost of Private Services

\$ _____
Per cubic yard

3) Change of Service

For switching a cart size beyond the 30-day period

\$ _____
Per change in service

4) WHITE GOODS COLLECTION

For collecting white goods at the Customer's street-side location

\$ _____
Per white good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

1) Unlimited Service

\$ _____
Per household per month

The rate above includes the cart, either 65 or 95 gallons.

Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, limited to six, thirty-two (32) gallon containers per week.

\$ _____
Per household for April 1 to
December 15 subscription

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

2) PAY PER BAG/STICKER

\$ _____
Per sticker

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon

Large Wheeled Cart, 95 Gallon

\$ _____
\$ _____

SCOPE 1 NE QUADRANT: Refuse/Recycling/Landscape Waste Services

A. REFUSE COLLECTION

1) Unlimited Service

\$ _____
Per household per month
Large Wheeled Cart
(95 gallon)

The rate above includes the cart.

Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above-quoted rate.

2) Cost of Private Services

\$ _____
Per cubic yard

3) Change of Service

For switching a cart size beyond the 30-day period

\$ _____
Per change in service

4) WHITE GOODS COLLECTION

For collecting white goods at the Customer's street-side location

\$ _____
Per white good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

1) Unlimited Service

\$ _____
Per household per month

The rate above includes the cart, either 65 or 95 gallons.

Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, limited to six, thirty-two (32) gallon containers per week.

\$ _____
Per household for April 1 to
December 15 subscription

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

2) PAY PER BAG/STICKER

\$ _____
Per sticker

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon

\$ _____

Large Wheeled Cart, 95 Gallon

\$ _____

SCOPE 1 SW QUADRANT: Refuse/Recycling/Landscape Waste Services

A. REFUSE COLLECTION

1) Unlimited Service

\$ _____
Per household per month
Large Wheeled Cart
(95 gallon)

The rate above includes the cart.

Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above-quoted rate.

2) Cost of Private Services

\$ _____
Per cubic yard

3) Change of Service

For switching a cart size beyond the 30-day period

\$ _____
Per change in service

4) WHITE GOODS COLLECTION

For collecting white goods at the Customer's street-side location

\$ _____
Per white good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

1) Unlimited Service

\$ _____
Per household per month

The rate above includes the cart, either 65 or 95 gallons.

Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, limited to six, thirty-two (32) gallon containers per week.

\$ _____
Per household for April 1 to
December 15 subscription

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

2) PAY PER BAG/STICKER

\$ _____
Per sticker

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon

\$ _____

Large Wheeled Cart, 95 Gallon

\$ _____

SCOPE 1 SE QUADRANT: Refuse/Recycling/Landscape Waste Services

A. REFUSE COLLECTION

1) Unlimited Service

\$ _____
Per household per month
Large Wheeled Cart
(95 gallon)

The rate above includes the cart.

Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above-quoted rate.

2) Cost of Private Services

\$ _____
Per cubic yard

3) Change of Service

For switching a cart size beyond the 30-day period

\$ _____
Per change in service

4) WHITE GOODS COLLECTION

For collecting white goods at the Customer's street-side location

\$ _____
Per white good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

1) Unlimited Service

\$ _____
Per household per month

The rate above includes the cart, either 65 or 95 gallons.

Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, limited to six, thirty-two (32) gallon containers per week.

\$ _____
Per household for April 1 to
December 15 subscription

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

2) PAY PER BAG/STICKER

\$ _____
Per sticker

\$ _____
Additional charge, if any, to
allow food scraps to be
commingled with landscape
waste

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon

\$ _____

Large Wheeled Cart, 95 Gallon

\$ _____

SCOPE 2 NW QUADRANT: Landscape Waste/Food Scrap Service Only

A. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, for unlimited number of thirty-two (32) gallon containers per week.

\$ _____

Per household for April 1 to December 15 subscription

\$ _____

Additional charge, if any, to allow food scrap to be commingled with landscape waste

Senior rate for landscape subscriptions for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate (for the landscape waste collection program without refuse/recycling)

SCOPE 2 NE QUADRANT: Landscape Waste/Food Scrap Service Only

A. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, for unlimited number of thirty-two (32) gallon containers per week.

\$ _____

Per household for April 1 to December 15 subscription

\$ _____

Additional charge, if any, to allow food scrap to be commingled with landscape waste

Senior rate for landscape subscriptions for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate (for the landscape waste collection program without refuse/recycling)

SCOPE 2 SW QUADRANT: Landscape Waste/Food Scrap Service Only

A. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, for unlimited number of thirty-two (32) gallon containers per week.

\$ _____

Per household for April 1 to December 15 subscription

\$ _____

Additional charge, if any, to allow food scrap to be commingled with landscape waste

Senior rate for landscape subscriptions for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate (for the landscape waste collection program without refuse/recycling)

SCOPE 2 SE QUADRANT: Landscape Waste/Food Scrap Service Only

A. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate from April 1 to December 15, for unlimited number of thirty-two (32) gallon containers per week.

\$ _____

Per household for April 1 to December 15 subscription

\$ _____

Additional charge, if any, to allow food scrap to be commingled with landscape waste

Senior rate for landscape subscriptions for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate (for the landscape waste collection program without refuse/recycling).

Appendix B: Mapping Exhibits

(See Appendix B – Separate Attachment)

Have been posted on <https://www.dropbox.com/s/pnxgodyvr2syzf6/Appendix%20B%20Maps.pdf?dl=0>



Appendix C: Form of Performance Bond

LAKE COUNTY, ILLINOIS

SOLID WASTE COLLECTION SERVICES RFP

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Lake County, IL as Obligee, hereinafter called the County, in the full and just sum of _____ for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the County, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2021, with the County entitled "RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the County in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the County against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the County or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the County's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the Contractor's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the County shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the County and/or chargeable to the CONTRACTOR under the Contract. In addition, the County shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the County all costs incurred by the County in taking over and completing the Contract or, at its option, the County may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the County notifies Surety that the County wants Surety to take over and complete the Contract.

The County shall have no obligation to incur any expense or correct any deficient performance of the CONTRACTOR to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the County or the heirs, executors, administrators, or successors of the County.

Signed and sealed this _____ day of _____, 2021.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____



Appendix D: Draft Agreement

Lake County

SOLID WASTE COLLECTION SERVICES RFP

DRAFT AGREEMENT

(See Appendix D – Separate Attachment)

(Have been posted on www.lakecountypurchasingportal.com)