

VILLAGE OF MULBERRY GROVE, ILLINOIS

REQUEST FOR PROPOSALS (RFP) FOR RESIDENTIAL SOLID WASTE REMOVAL AND DISPOSAL

Proposals Due: July 6, 2026

LEGAL NOTICE

Proposals for the services described in this Request for Proposals (“Request”) will be received at the address listed below until July 6, 2026, at 11:00 a.m. local time. Proposals will be reviewed at the Village of Mulberry Grove Board of Trustees meeting on July 14, 2026, at 6:00 p.m. Proposals not physically received by the date and time listed above will not be considered for award.

All proposals shall be addressed to:

Village of Mulberry Grove
Attention: Melissa Moss
Re: Request for Proposals – Residential Solid Waste Removal and Disposal
205 N. Wood
P.O. Box 8
Mulberry Grove, Illinois 62262

Proposal packets are available online at www.mulberrygroveil.org under the “News & Announcements” tab/link. Packets may also be picked up at Mulberry Grove Village Hall, 205 N. Wood, Mulberry Grove, Illinois 62262 Monday-Friday between the hours of 9:00 a.m. and noon and 12:30 p.m. and 4:30 p.m.

The successful bidder (hereinafter “Contractor”) must provide a performance bond and proper insurance as provided in the specimen agreement attached hereto (“Agreement”) and comply with all applicable laws, rules, and ordinances. Each bidder must submit its proposal as indicated in the specifications and include all required supporting documents, each signed as or if required.

No proposal shall be withdrawn for a period of thirty (30) days after the proposal acceptance date without the written consent of the Village. The Village reserves the right to reject any or all proposals and to waive any informality in proposals. Proposals will be evaluated based on cost, experience, responsiveness, and compliance with specifications. Final award of the Agreement shall be made by the Village of Mulberry Grove Board of Trustees. The successful bidder and the Village shall execute the Agreement within ten (10) days from the award date with service beginning January 1, 2027.

Questions regarding this RFP must be submitted in writing to:

Melissa Moss
Mulberry Grove Village Hall
205 N. Wood
Mulberry Grove, Illinois 62262

Email: clerk@mulberrygroveil.org

INTRODUCTION

The successful bidder shall enter into the Agreement with the Village (in accordance with the form specimen agreement attached hereto). The terms and provisions of the Agreement shall be controlling, and any discrepancy between this RFP and the Agreement shall be resolved in favor of the terms and provisions of the Agreement.

- 1. Description of Services.** The services consist of furnishing all labor, materials, equipment, and services (all collectively being the "Services") necessary for weekly residential curbside solid waste removal and disposal all residential properties and addresses within the Village of Mulberry Grove, currently totaling approximately 300 customers. The per-household/residential address rate shall be adjusted proportionally for increases or decreases in the number of units serviced as certified by the Village. No pick up shall be before 6 a.m. or after 7 p.m. The Village's current pick-up date is Monday and it is the preference of the Village for such day to remain when possible.
- 2. Equipment.** All equipment required to perform the Services shall be provided by Contractor and included in the proposal pricing. Equipment must be in good working condition, safe for operation on Village streets.
- 3. Term.** The Agreement term shall be five (5) years.
- 4. Insurance.** Bidders must submit proof of insurance or an insurance binder with their proposal.
- 5. Payment.** Contractor shall invoice the Village monthly. The Village will bill and collect from residents and shall pay Contractor regardless of the amounts collected.
- 6. Conditions.** The bidder is responsible for familiarity with all conditions, instructions, and documents governing this RFP. Failure to do so shall not relieve Contractor of its obligations.
 - A. The Village is exempt from Federal Excise Tax and the Illinois Retailers' Occupation Tax; proposals shall not include these taxes.
 - B. Proposals shall be itemized and include all delivery costs (FOB Destination).
 - C. The Village reserves the right to add or deduct items from the base proposal at the prices indicated.
 - D. All proposals shall remain valid for thirty (30) days from the proposal review date.

E. Bidders must comply with all applicable federal, state, and local laws, including, but not limited to, non-discrimination and prevailing wage requirements.

7. Equal Opportunity. Contractor shall not discriminate against any employee or applicant based on race, religion, sex, ancestry, national origin, place of birth, age, or disability unrelated to *bona fide* occupational qualifications.

8. Non-Discrimination. Contractor agrees to comply with the Illinois Human Rights Act, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

9. Proposal Review. Proposals will be reviewed and considered at the Village of Mulberry Grove Board of Trustees Meeting on July 14, 2026, at 6:00 p.m.

10. Non-Conforming Proposals. The Village may, at its discretion, consider non-conforming proposals but is not obligated to do so.

SPECIFICATIONS

Proposals shall be submitted for curbside solid waste and recycling collection based on a monthly rate per household or residential address.

Proposals may also include pricing and schedules for any commercial services the bidder may desire to offer to commercial properties or businesses in the Village. Please note commercial properties or businesses in the Village *are not* required to use the services of the successful bidder. In addition, Contractor will not have the exclusive right to provide dumpster or removal service for any construction or clean-up of commercial properties or businesses in the Village.

Contractor must be licensed in the State of Illinois and comply with all applicable laws.

Contractor shall provide an option for providing dumpsters for one (1) annual cleanup week for bulk and bagged items (excluding hazardous materials, electronics, and items with protruding nails or screws). Contractor and Village shall reasonably cooperate to scheduled such date. Prices for roll-off dumpsters shall be provided along with sizes and any other specifications or limitations.

Bulk item or appliance pickups outside the annual cleanup shall be made available with advance notice at a flat rate per pickup. Contractor will bill residents separately for bulk item pickups outside of the annual cleanup. This is the only circumstance under which the Village shall not be responsible for payment to Contractor. The Village bears no collection risk for resident billed bulk items and failure of resident payment does not affect Village service payments.

Services shall apply only to customers within Village limits.

Contractor shall annually adjust billing for residents who did not receive service for all or part of the year based on information provided by the Village.

Contractor shall furnish, at no additional charge, up to two (2) 96-gallon trash containers per household or residential address. Containers shall have secure lids and be maintained in good condition. Containers provided to residents remain Contractor's property.

Contractor shall furnish, at no charge, up to two (2) 96-gallon trash containers to Village Hall for use by the Village.

Contractor shall provide walk up service for elderly or disabled residents as designated by the Village. Walk-up service shall consist of collection from a location reasonably accessible to the residence and shall not include backyard or interior collection.

Collection routes and schedules, or any changes thereto, must be approved in writing by the Village.

Contractor must designate an office with adequate assistance to receive service requests and complaints from the Village or its residents, and a manager/representative with whom the Village shall communicate as needed, together with a telephone number or other means of contact acceptable to the Village and keep that information current at all times.

Contractor must provide the Village with a list of holidays when trash collection will not occur and substitute dates and service notification. Contractor shall provide the annual holiday schedule to the Village no later than January 31st of each calendar year. Contractor shall provide the recycling schedule no later than December 15th of each calendar year.

Missed pickups shall be corrected within twenty-four (24) hours of Village notification.

Vehicles must comply with ANSI Standard Z245.1 and display Contractor's name and phone number.

Contractor's equipment must be kept in proper repair and sanitary condition. Contractor shall not allow spillage or leakage from its equipment onto the Village's streets or roads.

Contractor employees must wear identifying uniforms. Shirts are required at all times.

Contractor must use, for disposal of waste, a disposal site that is in compliance with all laws, rules, and regulations that pertain to disposal of waste.

Contractor must maintain insurance minimums for the duration of the Agreement in the minimum amount of \$1,000,000 per event and \$1,000,000 aggregate. Contractor shall maintain all necessary workers' compensation, unemployment and other mandatory insurance required by law. Additionally, Contractor shall also maintain not less than \$200,000 per event/\$200,000 aggregate/\$50,000 med pay coverage on all vehicles and equipment used by Contractor in the Village. All such insurers shall be authorized to do business in the State of Illinois, and in compliance with the provisions of the Agreement.

Contractor must maintain and pay for all licenses and permits necessary to perform all aspects of refuse collection and disposal for the Village and provide copies of same to the Village prior to beginning services and on request.

The Village will be responsible for all resident service arrangements, billing, collection, and to coordinate resolution of resident complaints or problems regarding services.

Contractor shall provide the Village an aggregate statement of services, including changes to services (*e.g.*, starts and/or stops) on a monthly basis. The Village shall process payment in its normal course of business and payment and make such payment within forty-five (45) days of receipt of the statement.

Contractor shall execute an agreement with the Village, a specimen copy of which is attached hereto, within ten (10) days of notification of the acceptance of its proposal. The Agreement *shall not* automatically renew.

In case of change in ownership or control, or upon termination of the Agreement for any reason, Contractor shall cooperate with any transition, including, but not limited to, container retrieval and service data transfer, at no additional cost.

SPECIMEN CONTRACT ATTACHED

**RESIDENTIAL SOLID WASTE
REMOVAL AND DISPOSAL AGREEMENT**

THIS RESIDENTIAL SOLID WASTE REMOVAL AND DISPOSAL AGREEMENT (“Agreement”) executed this ____ day of July, 2026 between Village of Mulberry Grove, Illinois, an Illinois municipal corporation (“Village”), of 205 N. Wood, P.O. Box 8, Mulberry Grove, Illinois 62262, and the following contractor (“Contractor”):

Name: _____
Address: _____

Contact: _____
Telephone: _____
Email: _____
FEIN: _____

Recitals

WHEREAS, Village desires, by contract, to arrange, for the good of their citizens, and the general welfare of Village for the collection and disposal of refuse and garbage; and

WHEREAS, this Village is authorized to enter into such a contract, pursuant to the provisions of 65 ILCS 5/11-19-1 of the Illinois Revised Statutes; and

WHEREAS Village currently administers the billing and accounting functions for residential refuse collection, and desires to do so for the orderly administration and operation of the Village’s refuse collection efforts; and

WHEREAS, Village has solicited bids for the provision of the collection and disposal of refuse and garbage within the Village and has determined that Contractor meets all qualifications of Village and is the lowest responsible bidder.

NOW, THEREFORE, incorporating the above Recitals, the undersigned parties do knowingly and voluntarily agree as follows:

1. Services to be Provided. Contractor shall furnish to Village and its residents all labor, materials, equipment, and services (all collectively being the “Services”) necessary for weekly residential curbside solid waste removal and disposal to all residential properties and addresses within the Village. No pick up shall be before 6 a.m. or after 7 p.m. Collection routes and schedules, or any changes thereto, must be approved in writing by the Village. Missed pickups shall be corrected within twenty-four (24) hours of Village notification.

2. Payment. Contractor shall bill Village for services rendered at the end of the service month. Contractor acknowledges Village is exempt from Federal Excise Tax and the Illinois Retailers' Occupation Tax. Contractor's billing statement will reflect the number of residents serviced curbside (e.g., starts and/or stops) and those serviced with monthly dumpsters. These charges will to paid by Village not later than forty-five (45) days from such submission.

3. Contractor Covenants. Contractor agrees to:

a. Employ competent, responsible, personnel to perform the services required of Contractor;

b. Use leak proof, covered trucks, adequate for the service to be performed, and to keep trucks and equipment in good repair, clean, and as nearly free of odor as possible. Vehicles must comply with ANSI Standard Z245.1 and display Contractor's name and phone number. Contractor shall immediately pick up and clean all leaks and spillage.

c. Contractor shall pick up residential refuse one (1) time per week in accordance with Exhibit 1 or as otherwise agreed upon in writing by Village and Contractor.

d. Obtain, maintain, and pay for all licenses and permits necessary to perform all aspects of refuse collection and disposal for the Village and provide copies of same to the Village prior to beginning services and on request.

e. Provide dumpsters for one (1) annual cleanup week for bulk and bagged items (excluding hazardous materials, electronics, and items with protruding nails or screws), all in accordance with Exhibit 1. Contractor and Village shall reasonably cooperate to scheduled such date.

f. Make available bulk item or appliance pickup services outside the annual cleanup with advance notice and at a flat rate per pickup. Contractor will bill residents separately for bulk item pickups outside of the annual cleanup. This is the only circumstance under which the Village shall not be responsible for payment to Contractor. The Village bears no collection risk for resident billed bulk items and failure of resident payment does not affect Village service payments.

g. Annually adjust billing for residents who did not receive service for all or part of the year based on information provided by the Village.

h. Furnish, at no additional charge, up to two (2) 96-gallon trash containers per household or residential address. Containers shall have secure lids and be maintained in good condition. Containers provided to residents remain Contractor's property.

i. Furnish, at no charge, up to two (2) 96-gallon trash containers to Village Hall for use by the Village.

j. Provide walk up service for elderly or disabled residents as designated by the Village. Walk-up service shall consist of collection from a location reasonably accessible to the residence and shall not include backyard or interior collection.

k. Designate an office with adequate assistance to receive service requests and complaints from the Village or its residents, and a manager/representative with whom the Village shall communicate as needed, together with a telephone number or other means of contact acceptable to the Village and keep that information current at all times.

l. Provide the Village with a list of holidays when trash collection will not occur and substitute dates and service notification. Contractor shall provide the annual holiday schedule to the Village no later than January 31st of each calendar year. Contractor shall provide the recycling schedule no later than December 15th of each calendar year.

m. Require employees to wear identifying uniforms. Shirts are required at all times.

n. Use, for disposal of waste, a disposal site that is in compliance with all laws, rules, and regulations that pertain to disposal of waste.

o. In case of change in ownership or control, or upon termination of this Agreement for any reason, cooperate with any transition, including, but not limited to, container retrieval and service data transfer, at no additional cost.

4. Indemnification. Contractor shall indemnify, save harmless, and exempt Village, its officers, agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incident to any work done in the performance of this Agreement resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, or employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willful or grossly negligent act or omission of Village, its officers, agents, servants, or employees.

5. No Assignment. Contractor shall not be permitted to assign or transfer its obligation under this Agreement without the prior written permission of Village.

6. Term. This Agreement shall be in force for a period of five (5) years from the date of first service (such being January 1, 2027) unless terminated by either party for cause, breach, or default of the other party. This Agreement shall not automatically renew or be extended for any reason or in any manner.

7. Insurance. Contractor must maintain insurance minimums for the duration of the Agreement in the minimum amount of \$1,000,000 per event and \$1,000,000 aggregate. Contractor shall maintain all necessary workers' compensation, unemployment and other mandatory insurance required by law. Additionally, Contractor shall also maintain not less than \$200,000 per

event/\$200,000 aggregate/\$50,000 med pay coverage on all vehicles and equipment used by Contractor in the Village. All such insurers shall be authorized to do business in the State of Illinois, and in compliance with the provisions of the Agreement. All of Contractor's policies shall name Village as additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving Village thirty (30) days' notice in writing.

8. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other in accordance herewith.

9. Time. Time is of the essence as to any payments or actions required or implied by this Agreement.

10. Waiver. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

11. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies. The parties knowingly and voluntarily agree that venue for any disputes arising from or relating to this Agreement shall be initiated and tried in the Circuit Court of Bond County, Illinois.

12. Attorneys' Fees, Costs and Expenses. In the event any lawsuit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses to be fixed by the arbitrator, trial court, and/or appellate court.

13. Construction. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

14. Entire Agreement. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

15. Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

16. Force Majeure. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure and/or circumstances beyond the reasonable control of the party, including, without limitation, acts of God, widespread disease, pandemic, fire, flood, war, civil unrest, labor unrest, or shortage of or inability to obtain material, equipment, resources or services.

17. Attorney Fees, Costs and Expenses. In the event any lawsuit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses to be fixed by the arbitrator, trial court, and/or appellate court.

18. Reformation. All parties hereby agree that neither party intends to violate any public policy, statutory or common law, rule, or regulation, and that if any word, sentence, paragraph or clause or combination thereof of this Agreement is found, by a court or executive body with judicial powers having jurisdiction over this Agreement or any of the parties hereto, in a final un-appealed order to be in violation of any such public policy, statutory or common law, rule, or regulation, such words, sentences, paragraphs or clauses or combination shall be inoperative, and the remainder of the Agreement shall remain binding upon the parties hereto.

19. Opportunity to Consult Counsel. Both parties have had the opportunity to consult with an attorney before signing this Agreement and by signing represent they have done so or do knowingly and voluntarily waive such opportunity and agree to be bound to this Agreement.

20. Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and to be effective as of _____, 2026.

Village of Mulberry Grove

By: _____
Michael Burlingame, Village President

ATTEST:

By: _____
Dianne Siebert, Village Clerk

_____, **Contractor**

By: _____

Name: _____

Position: _____