

**PROPOSAL FORMS
ATTACHMENTS A - J**

**ATTACHMENT A
CITY OF ANNA**

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

REQUEST FOR ADDITIONAL INFORMATION

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: _____ FROM _____

_____ City of Anna
103 Market Street
Anna, IL 62906
("Proposer") (Representative for the "MUNICIPALITY")

The MUNICIPALITY has preliminarily found your Proposal for the CONTRACT entitled "CONTRACT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES," dated _____, to be one of those favorable to the interests of the MUNICIPALITY.

To be eligible for further consideration, you must provide the items of information listed below. The requested information must be provided at the address of the MUNICIPALITY set forth above within _____ business days of your receipt of this Request.

Failure to supply the requested information within the indicated time shall result, at the MUNICIPALITY's option, in the imposition of liquidated damages as is more specifically set forth in Section 6 of the Request for Proposals.

Information Requested:

City of Anna

By: _____
Dori Bigler, City Administrator

DATED this _____ day of _____, 2024.

ATTACHMENT B - PROPOSAL

CITY OF ANNA: CONTRACT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

WHEREAS, said proposer is of lawful age and that no other said proposer has any interest herein; and

WHEREAS, this proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making the proposal and is in all respects, fair and without coercion or fraud; and

WHEREAS, no officer, employee, or person who receives salary in whole or part from the City of Anna directly or indirectly interested in this proposal or in the services to which it relates or in any portion of profits thereof; and

WHEREAS, the proposer has examined the Request for Proposals and all Attachments and will, if successful in this proposal, furnish the services for which this proposal is made and enter into the Contract to provide said services; and

WHEREAS, the information on the proposer's experience, equipment and disposal facilities as requested in Attachments C through G have been completed and hereto attached and made a part of this proposal; and

WHEREAS, the successful proposer shall commence service on the dates specified within section 2 of the request of proposal and continue for a seven-year period; and

WHEREAS, a letter from proposer's insurance carrier or its agent is attached certifying that said insurer has read the requirements set forth in this Request for Proposals and will issue the required certificates and policies of insurance upon award of the Contract to Proposer; and

WHEREAS, at the time of acceptance of this proposal, CONTRACTOR shall furnish a performance bond in the penal sum of \$250,000 for the period of the CONTRACT, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under the Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the MUNICIPALITY and said bond shall indemnify the MUNICIPALITY against any loss resulting from any breach or failure of performance by the CONTRACTOR; and

WHEREAS, the cost for the following services which meet the requirements, terms, and conditions set forth in the Request for Proposals are bid as follows:

Attachment B – Proposal, Con't.

Contractor Bills Municipality for services as follows:

Cost of Weekly Municipal Waste Collection, Bi-Weekly Recycling Collection & Quarterly City-wide Clean Ups:

Year 1	Year 2	Year 3	Year 4	Year 5
<u>\$ Per Unit/Month</u>	<u>\$ Per Unit/Month</u>	<u>\$ Per Unit/Month</u>	<u>\$ Per Unit/Month</u>	<u>\$ Per Unit/Month</u>
Year 6	Year 7			
<u>\$ Per Unit/Month</u>	<u>\$ Per Unit/Month</u>			

DISPOSAL INFORMATION

A. Landfill to be used for Refuse Disposal-

Address of Landfill- _____

Current Base Rate Per Ton- _____

B. Compost Site to be use for Landscape Waste-

Address of Site- _____

Current Base Rate Per Bag/Compacted Yard- _____

C. Facility to be used for Recyclable Materials -

Address of Facility _____

PROPOSAL COMPANY

Firm Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

ATTACHMENT C

CITY OF ANNA

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

PROPOSERS SWORN ACKNOWLEDGMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Proposer is organized as indicated below and that all statements herein made are made on behalf of such Proposer in support of the Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Proposer has carefully prepared, reviewed and checked its Proposal and that the statements contained in its Proposal and in this Acknowledgment are true and correct.

(Complete Applicable Section. See Section 12 of the Request for Proposals.)

1. Corporation

Proposer is a corporation that is organized and existing under the laws of the State of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois.

Pursuant to a Resolution of the corporation's Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the _____ of the corporation, is authorized to sign this Proposal, the Contract and all documents related thereto.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

The stockholders of the corporation who own ten percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Partnership

Proposer is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Proposal, the Contract and all documents related thereto for the partnership.

3. Individual

Proposer is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

Pursuant to a power of attorney executed by Proposer on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Proposer and is authorized to sign this Proposal, the Contract and all documents related thereto for Proposer.

4. Joint Venture

Proposer is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois.

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement [Proposer] on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Proposer and is authorized to sign this Proposal, the Contract and all documents related thereto for Proposer.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ is a signatory to the Joint Venture Agreement and is a(n) Individual/Corporation/Partnership.

_____ is a signatory to the Joint Venture Agreement and is a(n) Individual/Corporation/Partnership.

_____ is a signatory to the Joint Venture Agreement and is a(n) Individual/Corporation/Partnership.

DATED this _____ day of _____ 2024.

Attest/Witness

By: _____

Title: _____

Title _____

Subscribed and Sworn to
before me this _____ day
of _____, 2024.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE SECTION 12 OF THE REQUEST FOR PROPOSALS
FOR SIGNATURE REQUIREMENTS**

ATTACHMENT D

CITY OF ANNA

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

(SEE SECTION 12 FOR SIGNATURE REQUIREMENTS)

PROPOSER'S SWORN WORK HISTORY STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Proposer in support of the Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Proposer has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If Proposer is a joint venture, separate sworn work history statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Nature of Business

State the nature of Proposer's business:

2. Years in Business

State the number of years that Proposer, under its current name and organization, has been continuously engaged in the aforesaid business: _____ years

3. Predecessor Organizations

If Proposer has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
-------------	----------------	--------------

4. Related Experience

List three contracts awarded to Bidder, or its predecessors, in the past five years most comparable to the Work:

	<u>JOB ONE</u>	<u>JOB TWO</u>	<u>JOB THREE</u>
Owner (municipal or private):	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Reference:	_____	_____	_____
Telephone Number:	_____	_____	_____
Type of Work:	_____	_____	_____
	_____	_____	_____

5. Suggested Procedures for Termination/Reinstatement of Service

State the procedures followed by Proposer in terminating service for nonpayment of rates and charges and in reinstatement of service following payment for past due amounts:

DATED this _____ day of _____ 2024.

Attest/Witness

By: _____

Title: _____

Title _____

Subscribed and Sworn to
before me this _____ day
of _____, 2024.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE SECTION 12 OF THE REQUEST FOR PROPOSALS
FOR SIGNATURE REQUIREMENTS**

ATTACHMENT E

CITY OF ANNA

CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

PROPOSER'S SWORN STATEMENT OF RESPONSIBILITY

Confidential

(MUST Be Completed When Submitting Initial Proposal)

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement of Responsibility are made on behalf of the undersigned Proposer in support of the Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Proposer has carefully prepared, reviewed and checked this Sworn Statement of Responsibility and that the statements contained in this Sworn Statement of Responsibility are true and correct.

(If Proposer is a successor to a prior organization, provide the information requested in items 6 through 9 for both Proposer and the prior organization. If necessary for full disclosure, add separate sheets. If Proposer is a joint venture, separate sworn statements of responsibility must be submitted by the joint venture and by each signatory to the joint venture agreement.)

1. Superintendents

One or more of the following superintendents will be assigned to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Owned Equipment

The following equipment is owned by Proposer, is in good condition and working order, and is available for and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Leased Equipment

The following equipment is known by Proposer to be available, will be leased by Proposer, and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. Current Projects

Proposer is currently involved in the following on-going contracts for work similar to the Work:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>SCHEDULED COLLECTION DAYS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. Contracts Abandoned

Proposer has never failed to complete a contract except as noted and explained below:

6. Contract Defaults

Proposer has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

7. Litigation

Proposer is, or within the past five years has been, a party to the following litigation and none other:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
_____	_____	_____
_____	_____	_____

8. Joint Venture Documents

If Proposer is a joint venture, provide a true and correct copy of Proposer's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the Proposal, the Work or the Contract.

DATED this _____ day of _____ 2024.

Attest/Witness

By: _____

Title: _____

Title _____

Subscribed and Sworn to
before me this ____ day
of _____, 2024.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE SECTION 12 OF THE REQUEST FOR PROPOSALS
FOR SIGNATURE REQUIREMENTS**

ATTACHMENT F

CITY OF ANNA

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

AFFIDAVIT OF NON-COLLUSION

STATE OF ILLINOIS)
) ss
COUNTY OF UNION)

The undersigned, who has herewith submitted a proposal to provide waste collection service in accordance with plans and specifications furnished by the MUNICIPALITY for solid waste collection and disposal service, does hereby affirm that he (it) has not entered into any agreement, understanding, or arrangement with any other proposer or prospective proposer or with any other person, firm, or corporation relating to the price named in said proposal, nor has he (it) entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from proposing, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among proposers.

The undersigned further affirms that he (it) is not disqualified by law from contracting with the City of Anna; and that he (it) has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

COMPANY

ADDRESS

DULY AUTHORIZED AGENT OR OFFICER

Bid for Date

Notary Public

Subscribed and Sworn to
Before me this _____ day of _____, 2024.

ATTACHMENT G

CITY OF ANNA

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

CERTIFICATE OF NON-DISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT H
MUNICIPAL COLLECTION SITES
CITY OF ANNA
CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>
E. Davie Street (Cemetery)	8 - 96g totes	1 time per week
103 Market Street (City Hall/Fire Dept)	4 Cubic Yard	1 time per week
103 Market Street (City Hall – Glass)	8 Cubic Yard	Upon Request
105 Market Street (Public Works)	8 Cubic Yard	1 time per week
Herman Wright Drive (Park Office)	8 Cubic Yard	1 time per week
1020 Lime Kiln (WWTP)	4 Cubic Yard	1 time per week
300 Church Street (City Pool)	6 Cubic Yard	1 time per week
185 Herman Wright Drive (Park)	8 Cubic Yard	1 time per week
185 Herman Wright Drive (Park)	10 - 96g totes	1 time per week, except May- August 2 times per week

ATTACHMENT I

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES
WITH THE CITY OF ANNA**

WHEREAS, the City of Anna ("the MUNICIPALITY") heretofore solicited proposals for refuse collection and disposal service, recyclable collection collection; and

WHEREAS, the MUNICIPALITY disseminated a request for proposals in connection therewith, which are attached hereto; have received and evaluated the proposals received; and

WHEREAS, the MUNICIPALITY have elected to award this Contract to the responsible proposer, _____; and

WHEREAS, _____ is ready, willing and able to perform the Contract;

NOW, THEREFORE, it is hereby mutually understood and agreed between the MUNICIPALITY and _____, as follows:

1. _____ is hereby awarded the Contract to perform refuse collection, refuse disposal, recyclable collection collection service within the City of Anna commencing _____, 20____, or as soon thereafter as it is instructed to commence operations, provided that in any event, the commencement date shall be no later than ____, 20 ____, through _____, 20 ____.

2. _____ shall conform to the terms and conditions of the request for proposals and the proposal prepared by _____ (VENDOR), as attached hereto and approved by the MUNICIPALITY.

IN WITNESS WHEREOF, the parties have entered into this Contract by action of their respective Boards this ____ day of _____, 20____.

CONTRACTOR:

ATTEST:

Signature

Title

Signature

Title

City of Anna A Municipal Corporation,

ATTEST:

Signature

Title

Signature

Title

ATTACHMENT J

CITY OF ANNA

**CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES
FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____,
(Here insert full name and address of CONTRACTOR)

as Principal, hereinafter called 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 the City of Anna; as represented by City of Anna, 1101 Walnut Street, Anna, Illinois 62966, as Obligated, hereinafter called the MUNICIPALITY, in the full and just sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00), for the payment of which sum of money well and truly to be made, 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 CONTRACTOR's failure to promptly and faithfully perform its contract with the MUNICIPALITY, 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, CONTRACTOR has entered into a written agreement dated _____, 20____, with the MUNICIPALITY entitled CONTRACT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES (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 CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said CONTRACTOR under the Contract, including, but not limited to, 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; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to do

all other things required of the CONTRACTOR by the Contract; and (6) 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 MUNICIPALITY or CONTRACTOR to the other in or to the terms of said Contract shall in any way release 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 CONTRACTOR or of the MUNICIPALITY's termination of 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 CONTRACTOR's default be greater than the obligations of CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

The MUNICIPALITY shall have no obligation to actually incur any expense or correct any deficient performance of CONTRACTOR in order 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 MUNICIPALITY or the heirs, executors, administrators, or successors of the MUNICIPALITY.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL

Attest/Witness:

Signature

Title

Signature

Title

SURETY

Attest/Witness:

Signature

Title

Signature

Title