

**SECTION IV**  
**BID FORM (Pricing)**

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE REFUSE/RECYCLING CONTAINER PICK UP AND DISPOSAL AT LOCATIONS AS INSTRUCTED BY THE STAFF OF THE DEPARTMENT OF PUBLIC WORKS, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Refuse Container Collection and Disposal			
	- Once per week	84 each	\$7.27	\$31,755.36
	- Twice per week	42 each	\$10.17	\$22,221.28
	- Three times per week	119 each	\$13.08	\$80,939.04
	- Six times per week	40 each	\$20.35	\$42,328.00
Total Cost for 52 weeks				\$177,243.68
2.	Recycling Container Collection and Disposal			
	- Twice per week	21 each	\$7.83	\$8,550.36
Total Cost for 52 weeks				\$8,550.36
3.	Other Areas (95 gal. toters)			
	- twice per week (Holly Court)	2 each	\$10.17	\$1,058.68
	- twice per week (Avenue)	5 each	\$10.17	\$2,644.20
	- twice per week (Metra Station)	2 each	\$10.17	\$1,058.68
Total Cost for 52 weeks				\$4,761.56

Cost for Refuse/Recycling Container Collection and Disposal  
for Special Events.

Per Hour \$175.00

John Spegal, of Advanced Disposal Services Solid Waste Midwest, LLC  
(Type Name of Individual Signing) (Type Name of Organization)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their

## **Advanced Disposal Alternative Proposals**

Advance Disposal is pleased to offer the Village of Oak Park the following Alternative Proposals.

1. This Alternative proposal incorporates reduced rates in exchange for a longer initial term of the contract. The attached pricing is being offered in exchange for an initial term of three years with an additional two (2) 1-year extension options upon mutual consent of both parties.

## Advanced Disposal Services Alternate Proposal

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<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Refuse Container Collection and Disposal			
	- Once per week	84 each	\$6.50	\$28,392.00
	- Twice per week	42 each	\$9.10	\$19,874.40
	- Three times per week	119 each	\$11.70	\$72,399.60
	- Six times per week	40 each	\$18.21	\$37,876.80
	Total Cost for 52 weeks			\$158,542.80
2.	Recycling Container Collection and Disposal			
	- Twice per week	21 each	\$7.01	\$7,654.92
	Total Cost for 52 weeks			\$7,654.92
3.	Other Areas (95 gal. toters)			
	- twice per week (Holly Court)	2 each	\$9.10	\$946.40
	- twice per week (Avenue)	5 each	\$9.10	\$2,366.00
	- twice per week (Metra Station)	2 each	\$9.10	\$946.40
	Total Cost for 52 weeks			\$4,258.80

Cost for Refuse/Recycling Container Collection and Disposal  
for Special Events.

Per Hour \$175.00

John Spegal, of Advanced Disposal Services Solid Waste Midwest, LLC  
(Type Name of Individual Signing) (Type Name of Organization)

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2. This Alternative proposal incorporates a reduced rate through 12/31/19 in order to assist the Village in phasing in the increased cost of running this collection program. The initial term of the contract would be 3 years, seven months, beginning June 1, 2019, with an additional two (2) 1-year extension options upon mutual consent of both parties. With this Alternate Proposal 2, Advanced Disposal will continue the current program with a 20% increase to the current rates for the remainder of 2019. The below prices would go into effect on 1/1/20. The annual increases would be as outlined below. The attached pricing is being offered in exchange for a longer initial term of three years seven months with an additional two (2) 1-year extension options upon mutual consent of both parties.

## Advanced Disposal Services Alternate Proposal

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## Deviations and Clarifications

1. Collection of the recycling containers may be combined with refuse at Advanced Disposal's discretion due to the extreme amount of contamination present in the recycling containers.

2. The following annual increase language shall be added to the contract:

*On each twelve month anniversary date of the Agreement, the rates charged by Contractor shall be increased on the basis of 100% of the percentage increase in the Consumer Price Index – Water, Sewer, Trash category for the immediately preceding twelve month period, as reported by the U.S. Department of Labor, Bureau of Labor Statistics. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties shall agree to substitute the CPI with another equally authoritative measure of change in the purchasing power of the U.S. dollar so as to carry out the intent of this provision. The minimum annual increase be 2.5% and the maximum increase shall be 5%.*

3. The following Change in Law language shall be added to the contract:

*The rates charged by Contractor shall be increased from time to time to compensate Contractor for any increases in the Contractor's costs of providing the services whether: (a) due to any increases in transportation, disposal or processing costs as a result of any changes in location or amounts charged to Contractor from the final disposal or processing facility accepting such materials; (b) as a result of a any amendment to, or promulgation of any federal, state, city, or local statute, regulation, or ordinance after the date of this Agreement that directly impacts Contractor's operations as it relates to the Services; (c) due to any new or additional federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; or (d) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation, processing or disposal of Residential Waste, Landscape Waste or Recyclable Materials by Contractor.*

4. The following Force Majeure language shall be added to the contract:

*In the event that Contractor is rendered unable, in whole or in part, to perform its obligations due to an event of Force Majeure, it shall notify the City of such event and the obligations of the Contractor shall be suspended during the continuation of any inability so caused by such event of Force Majeure. Contractor shall not be liable or considered in default, for failure to perform its obligations if such failure to perform is due to an event of Force Majeure. For purposes of the agreement the term "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, if such act, event, or condition is beyond Contractor's reasonable control.*

5. The condition that the Village may terminate for convenience on 14 day's notice shall be removed.

6. Advanced Disposal wishes to clarify that our indemnification obligations shall be limited to the extent of our negligence or willful misconduct"