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CITY OF EVANSTON

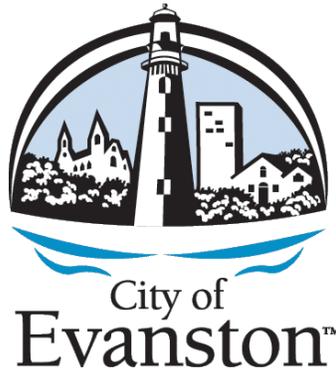
REQUEST FOR PROPOSAL

NUMBER: 25-04

For

Residential Refuse & Yard Waste Franchise

March 20, 2025



PROPOSAL DEADLINE: 2:00 P.M., May 2, 2025

**PRE-PROPOSAL MEETING:
MANDATORY**

Wednesday, April 2, 2025

10:00 A.M. – 11:30 A.M.

Google Meet joining info

Video call link:

<https://meet.google.com/sie-qorg-qbu>

Or dial: (US) +1 605-937-7228 PIN: 240 757 224#

More phone numbers:

<https://tel.meet/sie-qorg-qbu?pin=9612460237948>

ELECTRONIC BID SUBMITTAL:

Bid responses will only be accepted electronically
via E-bidding through DemandStar (WWW.DEMANDSTAR.COM)

**It is highly recommended that new DemandStar users complete the account setup
process prior to project due date/time.**

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**CITY OF EVANSTON
NOTICE TO PROPOSERS**

The City's Purchasing Office will receive proposals until 2:00 P.M. local time on **May 2, 2025**. Responses will only be accepted electronically via E-bidding through DemandStar (www.demandstar.com). Although registration is required, vendors can download solicitations and upload responses for free. Proposals shall cover the following:

Residential Refuse & Yard Waste Franchise
RFP Number: 25-04

The City of Evanston's Public Works Department is seeking proposals from experienced firms for:

- Collection and Transportation of Residential Refuse
- Collection, Transportation, and Disposal of Residential Food & Yard Waste

There will be a mandatory pre-proposal April 2, 2025, at 10:00 A.M. - 11:30 A.M., via Google Meet joining info Video call link: <https://meet.google.com/sie-qorg-qbu> Or dial: (US) +1 605-937-7228 PIN: 240 757 224#. More phone numbers: <https://tel.meet/sie-qorg-qbu?pin=9612460237948>

All firms intending to submit a proposal for this project are encouraged to attend to discuss the proposed work and receive answers to questions related to the project.

The above item shall conform to the RFP on file in the Purchasing Office. Parties interested in submitting a proposal should contact the Purchasing Office to receive a copy of the RFP or see the City's website at: www.cityofevanston.org/business/bids-proposals/ or Demandstar at: www.demandstar.com.

The City (the City of Evanston) in accordance with the laws of the State of Illinois, hereby notifies all firms that it will affirmatively ensure that the contract(s) entered into pursuant to this notice will be awarded to the successful firm without discrimination on the grounds of race, color, religion, sex, age, sexual orientation marital status, disability, familial status or national origin. The City of Evanston reserves the right to reject any or all submittals or to accept the submittal(s) deemed most advantageous to the City.

The Evanston City Council also reserves the right to award the contract to an Evanston firm if that firm's bid is within 5% of the low bid.

Each Proposer shall be required to submit with his/her proposal a Disclosure of Ownership Interest Statement Form in accordance with Section 1-18-1 *et seq.* of the City Code. Failure to submit such information may result in the disqualification of such proposal.

Linda Thomas
Purchasing Specialist

CITY OF EVANSTON

Request for Proposal

1.0 INTRODUCTION

The City is seeking The City of Evanston (hereinafter known as the “City”), Cook County, Illinois, is seeking proposals from experienced waste management companies to provide services for:

- Collection and Transportation of Residential Refuse
- Collection, Transportation, and Disposal of Residential Food & Yard Waste

The City is furnishing herein a set of specifications by which such proposals will be considered. Any firm desiring to furnish a quotation for such services must submit proposals following the instructions and format of the Request for Proposals (RFP) documents.

The contract term desired is for a period of five (5) years with two (2) additional options to renew that could range between one (1) to five (5) years each.

Contact with City personnel in connection with this RFP shall not be made other than as specified in this RFP. Unauthorized contact of any City personnel may be cause for rejection of a proposal.

Prior to the submittal of a proposal, Proposers are advised to carefully examine

- The contract documents
- Project scope and work tasks to be accomplished
- Specifications
- Submittal requirements
- Insurance requirements and required documentation
- City Code Title 8 Chapter 4 and Chapter 4 ½ and Chapter 27
- [Climate Action and Resilience Plan \(CARP\)](#)

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFP. Proposals shall be made in accordance with these instructions. Proposals shall be submitted on the forms provided by the City

The City will not be liable in any way for any costs incurred by respondents in replying to this Request for Proposal.

1.01 SERVICE BACKGROUND:

The City of Evanston is an established community located just north of Chicago in Cook County. The City of Evanston has a population of 78,110 (2020 Census) occupying a land area of approximately 7.8 square miles and having a population density of approximately 10,014 residents per square mile. There are approximately 147 miles of streets and 76 miles of serviceable alleys. Solid waste services are generally 80% alley collection and 20% on street collection.

The City currently provides, by contractor, Residential Refuse Services to detached dwellings, townhomes, duplexes, and multifamily residential dwellings up to and including all multi-unit buildings five (5) units and less as well as the collection at municipal buildings. There are approximately 14,700 residential units, 12,500 accounts and 16,000 carts that receive weekly service through the residential refuse collection program. From 2017-2024 the average annual weight was 11,900 tons of refuse for residents serviced by this contract.

The City is divided into four collection routes. The map enclosed in **Attachment A** depicts the collection boundaries by collection day. The City has attempted to equally balance the number of household units collected each day. The contractor provides collection once per week per household. Residents have the option of selecting one 65-gallon wheeled cart or one 95-gallon wheeled cart. Carts are currently supplied and maintained by the City of Evanston. Collection occurs primarily in the alleys. Parkway collection is permitted for households with inaccessible alleys. Municipal buildings refuse waste that is also collected by the contractor as well.

Special pickups are required for additional items; this service is provided by the City, over the limit of one 65-gallon cart or one 95-gallon wheeled cart plus one 30 gallon bag. Special pickups are arranged by request of either the resident or City staff. The City also offers residents twice a year free bulk pickup collection. The City also handles white goods collection and tire recycling collection.

The City currently provides, by contractor, once per week yard waste collection service to residential and condominiums accounts that are a part of the City's Condo and Residential Refuse Collection programs. Yard waste collection follows the same collection routes and schedules as the residential refuse collection schedule depicted in **Attachment A**. Yard waste collection is seasonal and provided from April 1 through December 15. Yard waste is collected any of the following ways:

- 95-gallon wheeled cart with green lid
- Kraft paper bag with one yard waste sticker affixed
- Bundled in a diameter of less than 3 feet, no longer than four (4) feet in length, with one sticker affixed and tied with cloth ties

There are approximately 14,700 residential units and 5,600 condo units, 12,760 stops and 7,500 carts that receive annual service through the yard waste collection program. Additionally, an average of approximately 34,000 stickers per year are sold, based on sticker sales from 2017 to 2024. From 2017-2024 the average annual weight was 2,800 tons of yard waste for customers serviced by this contract.

Yard waste collection occurs primarily in the alleys. Parkway collection sites for yard waste are the same as the refuse parkway collection sites. Starting in 2017, the City offered the ability to co-mingle select food scraps in the yard waste cart service. Food Scraps were only accepted in the cart. The use of a Yard Cart is currently an opt-in program in which individual accounts have to sign-up with the City to start their service.

2.0 SCOPE OF SERVICES

- A. The City invites experienced waste management companies (firms) to submit proposals in accordance with the requirements of this Request for Proposal and Service Agreements.
- B. It is the City's intention to select one firm that must commit to provide these services, at the established terms & conditions for a period of (5) five years, with an option to renew for two additional periods that can range between one (1) and five (5) years. No renewal shall begin until agreed to in writing by both parties prior to completion date of this agreement.
- C. Title to Waste: The Firm will retain title to all material that is collected through this Agreement.
- D. The City will continue to provide residential recycling services using internal city staff and equipment, the city will also continue to provide special pickups, bulk waste pick up, white goods collection and tire recycling. The City is requesting proposals for the following services:
 - o Collection and Transportation of Residential Refuse
 - o Collection, Transportation, and Disposal of Residential Food Scraps & Yard Waste
- E. The City reserves the right to adjust or expand the scope of Residential Services required under this Service Agreement, upon thirty (30) days prior written notice to the Firm, to accommodate any future potential changes to City Code that could alter the definition or requirements of service, changes in the scope of services provided by SWANCC or to advance the City's Zero Waste/Circularity goals outlined within the Climate Action and Resilience Plan (CARP). The City and the Firm agree to negotiate an equitable adjustment to the Firm's compensation under this Services Agreement required as a result of any adjustment/reduction or expansion of City or Franchised Services.
- F. Achieving the goals laid out in the Zero Carbon Fleet Plan in support of the City's Climate Action and Resilience Plan (CARP).
- G. Handling all customer service requests related to accounts provided service under agreement.

2.01 DEFINITIONS

- A. "311" is Evanston's primary customer service platform.
- B. "City" means the City of Evanston, Illinois.
- C. "Climate Action and Resilience Plan" is the community plan to reduce Evanston's greenhouse gas emissions and prepare for the impacts of climate change adopted by the City Council through resolution 105-R-18. A copy of the document is available here: <https://www.cityofevanston.org/home/showdocument?id=45170>.

- D. "Firm" means an Illinois corporation, and its successors and assigns.
- E. "Food Scrap" is any material that is capable of being decomposed into compost by composting and that is segregated from non-decomposable garbage.
- F. "Municipal Solid Waste" is any recyclable materials, refuse, compostable materials and yard waste, or as described in the City of Evanston's Code. Does not include construction debris.
- G. "Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between the Solid Waste Agency of Northern Cook County and the City of Evanston, as amended from time to time.
- H. "Refuse" is all discarded, unwanted, or rejected materials, not including yard waste, compostable materials, recyclable materials or construction debris or as described in the City of Evanston's Code.
- I. "Services Agreement" means this Agreement, dated _____, 20__, by and between the City and the Firm, as amended from time to time.
- J. "State" means the State of Illinois.
- K. "SWANCC" means the Solid Waste Agency of Northern Cook County.
- L. "Waste Characterization Study" means a study used to determine the composition and quantification of municipal solid waste and recycling originating and disposed of within an area completed in accordance with the most up-to-date version of the ASTM standard D5231 Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste.
- M. "Yard Waste" is grass clippings, leaves, tree prunings and woody wastes, weeds, brush, and other compostable landscape type materials or as described in the City of Evanston's Code.

2.02 GENERAL SERVICE

- A. Residential Refuse Collection:
 - a. The Firm will provide the collection and transportation of refuse from detached dwellings, townhomes, duplexes, row houses, and multifamily residential dwellings up to and including all multi-unit buildings five (5) units
 - b. All refuse material collected during these services must be taken to the Solid Waste Agency of Northern Cook County's (SWANCC), Glenview Transfer Station located on the east side of Des Plaines River Road north of Central Road (1151 N. River Road, Des Plaines, IL 60016) for disposal.

- c. Days of collection will be determined by the City; the Firm will be allowed to dictate and manage the number of staff, equipment, and route needed to complete the services for all locations outlined in the set collection schedule. The City holds the expectation that the firm will not need to have to carry any work over at the end of the scheduled days outside of any emergency.
- d. The Firm will only collect material located inside the approved containers provided during the contract. The only exception is the collection of one- 30 gal bags of refuse for customers that have a 95 gal cart.
- e. Available cart sizes offered and collected from are as follows:
 - i. 95 gal cart
 - ii. 65 gal cart
 - iii. 35 gal cart

B. Residential Food & Yard Waste Collection:

- a. The Firm will provide Residential Food & Yard Waste Collection Services to detached dwellings, townhomes, row houses, duplexes, and multifamily residential dwellings up to and including all multi-unit buildings five (5) units and less.
- b. The Firm will offer Food & Yard Waste Collection Services to Condominium, cooperative apartment, townhouse, or row house dwellings with six (6) or more units which is at least seventy-five percent (75%) owner occupied for the entire housing complex.
- c. The Firm will also be responsible for collecting yard waste from select Community Garden locations as outlined in **Attachment D**. Service will be completed at least weekly during the months of April through November.
- d. The Firm will be responsible for the collection of Holiday Trees and Holiday Greenery from residential homes and condominium units during the first two full weeks of January every year. Respondent agrees to identify a sustainable method of disposal for Christmas trees and other similar holiday greenery. The Firm shall specify in **Exhibit L** how they would handle the approach of this service.
- e. Under this agreement the City is expecting yard waste cart service will be the standard level of service, with residential households and units opting out of the required service if a cart is not desired. Residential households and units will be given at least a 35 gal cart at the start of the agreement unless they notify the City they do not wish to participate and they will be able to be removed from service. Note that the City has historically offered yard waste cart service as an opt-in program.
 - i. Accounts fitting the description under **Section 2.02 B (b)** will be required to notify the City of their interest prior to service starting up.

The City will notify the Firm which of these accounts decide to start service.

- f. The Firm must accept the following items, at a minimum, within its food waste & yard waste collection program; Firms shall specify their full accepted materials list in **Exhibit L**.
 - i. Grass Clippings
 - ii. Leaves
 - iii. Tree Prunings
 - iv. Woody Wastes
 - v. Weeds
 - vi. Brush
 - vii. Other compostable landscape type materials
 - viii. Food Scraps that include Coffee Grounds, Fruits, Vegetables, Non-Liquid Dairy, Breads, Grains, Pastas and Tea Leaves.
- g. Cart service will be the only acceptable avenue for disposing of food scraps within this program. They will not be permitted to place food scraps into any paper bag or other containers for service.
- h. The expected available cart sizes offered and collected under this agreement are as follows:
 - i. 95 gal cart
 - ii. 65 gal cart
 - iii. 35 gal cart
- i. The Firm will be expected to complete collection of these services during the entire year.
 - i. Collection during the months of April - December are expected to align with the Residential Refuse collection schedule
 - ii. Collection during the months of January - March are able to be organized per the preference of the Firm. The manner and organization of the collection shall be outlined in **Exhibit L**.
- j. The Firm will take on responsibilities of issuing yard waste stickers to retail or municipal building locations during the duration of the agreement. The Firm will be responsible for obtaining payment from any retail groups. They will issue stickers to the City to distribute in the Collector's office among other means. The Firm will be responsible for sharing with the City which retailers they are distributing stickers to as noted in **Section 2.06 (B)**. The Firm will be responsible for collecting previously issued City of Evanston stickers for the first year of the agreement to allow residents a chance to use up any current reserve of stickers they may have previously acquired.

2.03 TECHNICAL SERVICE

- A. 311 Requests: The City requires the Firm to provide exceptional customer service to all customers served under this Agreement. The Firm must designate a single or

multiple staff members in utilizing the City of Evanston's 311 customer service platforms. Staff from the Firm will not be required to have proficiency with the City's customer service platforms but are required to learn how to utilize the system in order to comply with the requirements below. The Firm must provide an email address to receive requests generated through the City's 311 customer service center. The Firm must acknowledge receipt of each 311 request by marking the request as "in progress" within 24 hours. Within three (3) days of receiving each 311 request the Firm must mark the request as complete or provide an explanation as to why the request was unable to be completed and extend the completion date. In the event that the City changes customer service systems and 311 platforms the Firm must provide the same level of service as indicated above but for the new platform/service.

- B. Firm Contact and Supervision: The Firm must maintain a local telephone line or toll-free line as well as an active email address. The Firm must have a representative available to receive instructions from the City representative and to receive and process inquiries from the public between Monday through Sunday for the service collection hours of 6:30 am and 5:00 pm for the term of the contract. The Firm must have on duty on all collection days at least one (1) qualified supervisor to be in the field when the collection is carried out, having for his/her use communication equipment so as to ensure a courteous, prompt and efficient method for dealing with requests for service or missed collections made by the City representatives or public.
- C. Start Time: The Firm must do all work in such a manner as not to create a nuisance. Collection must not start prior to 7:00 am. Refuse and/or yard waste/food scraps spilled or scattered on sidewalks, gutters, alleyways, right of ways, or roadways during collection OR transport must be immediately cleaned up by the Firm.
- D. Protection of Property: The Firm shall take all reasonable actions to avoid damage as a result of its operations, to existing sidewalks, curbs, streets, alleys, trees, parkways, pavements, utilities, adjoining property, and the property of the City and others. The Firm shall repair any damage thereto or replace damaged items specifically caused by the Firm's operations. Firm shall also leave all property described in the preceding two sentences in a clean and sightly condition, and shall clean property that is made unclean or unsightly by the Firm's operations under this Agreement. All materials collected by the Firm shall be contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented. The Firm shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from the Firm's operations or activity occurring prior to the delivery of the material to its intended destination. Refuses spilled or scattered on sidewalks, gutters, alleyways, right of ways, or roadways during collection OR transport must be immediately cleaned up by the Firm.
- E. Damage to Streets Prohibited: The Firm shall use equipment that will not damage or disfigure City streets, and its operators/employees shall operate equipment in a manner that will not damage or disfigure City streets, sidewalks, trees, curbs, parkways, pavements, alleyways, and City property. The Firm shall repair, at its

sole expense, all damage to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator/employee negligence. The Firm shall provide the City a bond in the amount of \$10,000 to be used if the City cleans the streets or sidewalks instead of having the Firm do so, or, in the event the Firm does not perform such work to the City's satisfaction. This bond will be maintained on an annual basis each calendar year this Agreement remains in effect.

- F. Regularly scheduled refuse, food & yard waste collection must be made regardless of weather or other conditions which would impede collection, such as snow, flood, riot or other disaster unless authorization to suspend collection is obtained from the City. This authorization may be verbal, by the request from the Firm and the authorization by the City must be confirmed in writing within one business day. The Firm's attention is called to the fact that the quantity and tonnage of material to be collected may vary during the life of the contract period. Regardless of quantity, the Firm is obligated to meet all conditions of the pertinent specifications.
- G. Regularly scheduled refuse and food and yard waste collection must occur on the days of the week established between the City and the Firm. The Firm will not be allowed to carry over work from its scheduled day.
- H. Should the City choose a different Firm at the expiration of the contract, the Firm must agree to cooperate with the chosen Firm in effecting a timely and orderly transition. Within one (1) year of the contract effective date, the City and the Firm will develop a plan for transitioning to the newly selected Firm prior to the contract end date.
- I. The Firm may not utilize disposal or transfer facilities located within the municipal boundaries of the City of Evanston without prior written approval from the City of Evanston.
- J. The Firm must provide their staff with the training and technology to allow them to take, store, and send digital pictures of the services they provide within Evanston.
- K. Emergency Request for Service: Upon request by the City, the Firm shall provide the services offered under this Service Agreement free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to, flooding and fly-dumping. The Firm's obligation to provide collection services under this Section shall be limited to forty (40) hours per year. The Firm's obligations under this Section do not include locations serviced by any other third party waste collection company. The maximum charge for additional costs associated with services exceeding the 40 hour limit in this Section charged to the City shall not exceed One Hundred Twenty-five Dollars (\$125.00) per hour with one (1) collector. The Firm may be requested to respond to the City's request for these services within a twelve (12) hour period in the event of an emergency. If the Firm fails to respond to the City's written request, the City may charge One Hundred Seventy Five Dollars (\$175.00) per hour up to forty (40) hours per year.

- L. Contingency Plan: The Firm will be required to submit to the City a written contingency plan demonstrating the Firm's arrangement to provide vehicles and personnel to perform its services after one cycle of missed collection, and to provide service during mechanical breakdowns, natural disaster, strikes or other emergencies.
- M. Upon completion of collecting a household's waste the Firm's employees will be required to return the carts to the location the containers were staged and ensure the lids of all containers are closed.

2.04 BILLING

- A. The Firm will bill the City directly for all weekly collection services rendered under this agreement unless stated otherwise.
- B. The Firm shall be solely responsible for all billing and collection of all yard waste sticker charges. The City will not be responsible for handling the remittance of payment outside what is distributed to Municipal buildings.

2.05 OUTREACH

- A. The Firm will work with the City to create outreach and education material at the initial deployment of the agreement. The Firm will be responsible for the deployment of any physical materials and the cost of the initial information that is shared during the announcement of the service agreement and transition period.

2.06 REPORTING

- A. The Firm must retain all data collected for the duration of the contract and must be prepared to provide data to the City within forty-eight (48) hours of request in an editable electronic format (Excel, Word, etc.).
- B. The Firm will use the City's preferred and established reporting methods. The preferred reporting method can differ depending on the report and is at the discretion of the City. On a quarterly basis, or as dictated otherwise below, the Firm will furnish the following reports with the requisite detail in each report:
 - a. Refuse Data: Report on the quantity (in tons) of all refuse collected within the City of Evanston for listed services in **Section 2.02 (A)**. The report is expected to be itemized to provide the City enough detail on how much refuse is collected and by which month. If a Firm holds multiple contracts or service agreements within the City, each service must have its weight tracked independently and identified as such in reports from other services.
 - b. Food & Yard Waste Data: Report on the quantity (in tons) of all food & yard waste collected within the City of Evanston for listed services in **Section**

2.02 (A) or highlighted in **Exhibit L** as an offered service. The report is expected to be itemized to provide the City enough detail on how much food & yard waste is being collected and by which month. If a Firm holds multiple contracts or service agreements within the City, each service must have its weight tracked independently and identified as such in reports from other services.

- c. Food & Yard Waste Sticker Data: On a quarterly basis the Firm will provide data on the number of yard waste stickers distributed to individual retailers. The report is expected to be itemized to provide the City enough detail on how many yard waste stickers are being distributed and by which month.
- d. Collection Exception Tag Data: On a quarterly basis the Firm will provide data on the number of stops that had driver issued tags or reasons for not completing collection. The data will specify the waste stream affected (refuse or yard waste), the location/address of where the tag was issued, as well as the reason for collection to not be completed.
- e. For Bid Options #1 and #2 as described in **Section 2.07 (C)-(D)**, Tags issued for inoperable carts by the Firm will be shared with the City as they are tagged so the City is able to proactively repair containers on behalf of residents.
- f. For Bid Option #3 as described in **Section 2.07 (E)**, Tags issued for inoperable carts by the City will be shared with the Firm as they are tagged, so the City is able to proactively repair containers on behalf of residents.
- g. Fuel Report: On a quarterly basis the Firm will provide a fuel report with the number of trucks used each quarter in Evanston with the fuel type, the number of days in service, and the total gallons of fuel used.
- h. On an annual basis the Firm will provide the name and address of any transfer, compost, or disposal facility where material collected through this agreement is taken. If any changes to location happen The Firm will notify the City of these changes thirty (30) days prior to them going into effect. The Firm will also be required to provide a copy of the new facilities permits of operation illustrating they are allowed to accept the required waste in the State of Illinois.
- i. Program data and other public information will be provided to each account upon the request of the City to do so. The City may publish anonymized data on generation, diversion, and performance metrics received from the Firm on the open data portal or city's website.

C. Meetings

- a. Beginning the month the contract goes into effect the Firm awarded the contract must meet quarterly with the Public Works Director or his/her designee. Quarterly meetings will be held in the third or fourth week of January, April, July, and October each calendar year. At least one week prior to these regularly scheduled meetings the Firm must provide the reports as indicated in **Section 2.06 (B)**.

- D. A representative from the Firm awarded the contract should anticipate attending approximately one City Council meeting annually to answer questions and explain service details.

E. Extension Audit:

- a. Prior to any extension being offered through this agreement the City will require an audit of itemized sets of data from the Firm. The purpose of these audits is to cross reference and ensure data correctness and consistency has been obtained during the duration of the agreement. The City reserves the right to choose any time period during the agreement to ask for these sets of itemized reports. The City will require these records be provided in electronic form but will seek common ground with the Firm if that is not possible. Firms should anticipate this audit to take place no later than one calendar quarter before there is one year remaining on the initial term of the agreement.
 - i. If an extension is given this provision will apply again before any second extension can be offered.
- b. Missed Pickup Data. Prior to any extension being offered the City will review all reported missed pickups in the City's 311 system. If the Firm is found to have more than six (6) of the calendar quarters with a missed pickup count greater than 200 missed pickups for refuse service and/or 150 for yard waste services, the Firm may not have an extension offered to them by the City. The Firm will still be allowed to bid on upcoming agreements if that threshold is triggered. The Firm will be allowed to contest missed pickup requests, but will have to provide evidence to the City that the request(s) were invalid and shouldn't be considered towards the count. The City will retain the right to decide which reported missed pickups ultimately count.

2.07 EQUIPMENT REQUIREMENTS

- A. The City is seeking proposals for each of the following container procurement options. Firms will designate interest in the following bid items by placing pricing in (**Exhibit M**) and listing the price for service indicating service

- B. Initial order of carts needed during transition during the onset of the agreement will be the responsibility of the Firm and can be incorporated into the cost of any of the following bid items.
- C. Bid Option 1: The City will be responsible for procuring all carts for the duration of the agreement. The City will utilize carts of the designated volumes that meet the requirements of **Section 2.07 (G)**. The Firm will not be responsible for procuring any carts during that time for all service groups. The City will also be responsible for maintaining carts of all residential services (refuse, recycling, yard waste)
- D. Bid Option 2: The Firm will be responsible for procuring carts for the duration of the agreement. All containers purchased on behalf of the City will utilize carts of the designated volumes that have been the requirements of **Section 2.07 (G)**. The carts will be hot stamped with the City of Evanston logo that is provided by the City. Lid colors will be in relation to the corresponding waste stream (black for refuse, blue for recycling, green for food & yard waste). The City will maintain responsibility for deploying and repairing carts for all services (refuse, recycling, yard waste). The quota for expected purchase per year will be two thousand five hundred (2,500) carts and additional one thousand two hundred (1,200) lids. The quota will be indiscriminate of cart sizes or lid colors. Orders can be placed by the City at any time during the year.
- E. Bid Option 3: The Firm will be responsible for procuring carts for the duration of the agreement at the following yearly quota rates. All containers purchased on behalf of the City will utilize carts of the designated volumes that meet the requirements of **Section 2.07 (G)**. The carts will be hot stamped with the City of Evanston logo that is provided by the City. Lid colors will be in relation to the corresponding waste stream (black for refuse, blue for recycling, green for food & yard waste). The Firm will be responsible for deploying and repairing carts for all services (refuse, recycling, food & yard waste). The Firm will provide a stock of at least one hundred (100) carts and one hundred (100) lids to the City to deploy in the event of an emergency. This stock will be maintained at all times and the City will be responsible for notifying the Firm when they utilize the stock of equipment so it can be replenished.
- F. Container Requirements
 - a. Carts utilized for the City's Residential Services shall conform with the following requirements:
 - i. 95-gallon containers with approximately the following dimensions and load rating: Height w/lid 45.13 inches, Width 28.50 inches, Depth 33.73 inches, ANSI load rating 332.50 lbs.
 - ii. 65-gallon containers with approximately the following dimensions and load rating: Height w/lid 40.58 inches, Width 26.70 inches, Depth 28.11 inches, ANSI load rating 227.50 lbs.

- iii. 35-gallon containers with approximately the following dimensions and load rating: Height w/lid 39.13 inches, Width 20.20 inches, Depth 22.98 inches, ANSI load rating 122.50 lbs.

b. Carts procured by the Firm shall meet the specifications below:

- i. Display the following “If this container is overflowing or broken call 3-1-1.” The font must at least be two (2) inches in height.
- ii. Carts must have a stated serial number noting the unique identifier of the cart.
- iii. Carts must display weatherproof signage for which waste service it is used for. Signage will be approved by the City of Evanston but printed and affixed to the container by the Firm. Any font on the signage must be at least two (2) inches in height.
- iv. The body of containers are allowed to be the same color regardless of corresponding waste stream.
- v. The lids of the containers must be colored differently to correspond to specific waste streams of collection. A black lid is acceptable for refuse. A blue lid is acceptable for recycling. A green lid is acceptable for food & yard waste.

G. Equipment and Container Replacement: For Bid Item #3, any containers or equipment that is damaged or does not meet the requirements of this section shall be repaired or replaced within forty-eight (48) hours of notification of said condition by the City or through 311 to the Firm.

H. The Firm must furnish and maintain all trucks, labor, tools, machines, material and equipment necessary and required for the full, proper and efficient conduct of the work. All equipment must be kept in good order and repair must be subject to the approval of the City at all times. Each vehicle must have clearly visible on each side the name and phone number of the Firm and vehicle identification number.

I. The Firm must keep all trucks and any other equipment used in the collection and removal of municipal solid waste in good repair, including free of any leakage, well painted, numbered and thoroughly cleaned.

J. The Firm must specify the number and type of all collection truck bodies that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Firm must supply detailed inventories including photographs of their equipment and all accessories by type, model, year of manufacture, fuel type, and anticipated remaining useful life as of the date of the inventory sheet.

2.08 MISCELLANEOUS REQUIREMENTS

- A. Waste Characterization Study: The Firm will be asked to gather a representative sample of the City's residential recycling and refuse streams. The studies will include the following components:
- a. Frequency: The study will be conducted within the first year of the contract. If the City extends the contract the Firm will be responsible for completing additional assessments within the first year of each contract extension.
 - b. Qualifications and Standard: The Firm will conduct the study using a qualified internal staff person or sub-contractor. The study must be in accordance with the most up-to-date version of the ASTM standard D5231 Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste unless specified from the city to conduct the study differently.
 - c. By no later than the second quarterly meeting of the agreement, the Firm will issue their approach to performing the Waste Characterization Study. The City will review and issue any revisions or acceptance of the approach. The approach will describe at least the following:
 - i. Procedures (Sampling, Categorization, Data Collection, etc.)
 - ii. Logistics (Sorting Locations, Dates, Times, etc.)
 - iii. Roles & Responsibilities (The Firm's, Sub-Contractors, The City's)
 - d. Upon the completion of the waste characterization study, the Firm will provide the City with a report and an (or multiple) editable excel document with the raw and organized study data. The report must include a narrative with detailed explanations of adherence to the ASTM standard D5231, calculations employed, formulas used, photo documentation and any assumptions used in the analysis.
 - e. The Firm will defer to the categories and definitions in the most up-to-date ASTM D5231 Standard available at the date of study commencement unless specified by the city to use adapted categories.
 - f. If the Firm is unable to fulfill the requirement of this section they will be required to reimburse the City for contracting a consultant to carry out the requirements of this section. The Firm will also be responsible for having its staff and facilities coordinate with the consultant or any City Staff to carry out the necessary steps to satisfy the requirements of this section.

2.09 OPTIONAL CLIMATE OFFERINGS

The City has a goal to reduce greenhouse gas emissions by 50% in 2025 and 100% by 2050. The City is interested in proposals that are able to help ensure waste disposal is not an additional burden on our environment. These offerings

are not mandatory for the Firm to include in their Proposal but are desired for consideration by the Village. Optional Climate offering include the following:

- A. **Electric Waste Collection Vehicles:** In seeking our stated emissions goal, the City is interested in Firms that are able to offer the ability to transition their waste collection equipment from greenhouse gas emission sources (diesel or natural gas) to electric vehicles. The city is willing to consider offers to both start the agreement with electric vehicles or transition at a stated period in the agreement. If stated in a proposal that the Firm will transition an agreed upon deadline to transition will need to be stated by the Firm.

- B. **Expanded Food Scrap Offering:** The City's current accepted food scraps list is limited and is seeking additional materials to be accepted beyond what is stated in **Section 2.02 (B) (f)**. Diverting more organic material is important in helping the City reduce its contribution of methane gas emissions by disposing of materials via landfills. Firms willing to offer an expanding food scrap offering will have to provide documentation of the disposal facilities' willingness to accept those expanded materials.

3.0 INSURANCE

Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder.

The consultant must provide an insurance certificate naming the City of Evanston as an additional insured and will provide a variety of insurances including:

- Comprehensive general liability - \$3,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the City as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or professional liability insurance - \$1,000,000

The surety and the insurance company must have not less than an A+ rating from the Alfred M. Best Co., Inc. and be approved by the City of Evanston.

Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City.

4.0 SUBMITTAL REQUIREMENTS

The City will no longer accept hard copy paper submittals for any solicitation. Responses will only be accepted electronically via E-bidding through DemandStar. Respondents are still required to complete all of the bid documents and provide all of the requested information in a pdf file(s). **Please refer to attached DemandStar e-bidding documents.**

ANY PROPOSALS RECEIVED AFTER THE SUBMITTAL DEADLINE, WILL NOT BE ACCEPTED. It is the sole responsibility of the proposer to insure that his or her proposal is delivered by the stated time. THE CITY IS NOT RESPONSIBLE FOR INCOMPLETE UPLOADED SUBMITTALS..

A. Cover Letter

The cover letter will include the following:

- Introduction of firm signed by an authorized Principal of the Firm
 - Name of the Firm
 - Address of the Firm
 - Phone number of the Firm submitting the proposal
 - Include the name and signature of an authorized binding official who is authorized to answer questions regarding the firm's proposal

B. Qualifications and Experience of Firm and/or Team

- All respondents shall describe other contracts, at least 5, but no more than 10, similar in scope, size and/or discipline to the required services described herein, performed or undertaken within the past five years.
- The respondent must provide references, including name, address and telephone number of a contact person for each project identified and described.
- Indicate commencement dates, duration and type of operation.
- Provide a list of all Municipal clients in Illinois.

C. Area/Regional Manager(s)

Clearly identify the professional staff person(s) who would be assigned as your Area/Regional Manager(s) and provide resumes. The proposal should indicate the abilities, qualifications and experience of these individuals.

D. Fees

Provide a copy of your fees/prices on the attached price/costs form (see page 59).

E. Contract

The City has attached its standard contract in **Exhibit J** (see page 42– Professional Services Agreement). Identify all exceptions to the agreement that would prevent your Firm from executing it. The City shall not consider or negotiate regarding exceptions submitted at any time after the submission of the Proposer’s response.

5.0 ADDITIONAL SUBMISSION REQUIREMENTS

- A. Questionnaire: The Firm shall answer all questions noted in **Exhibit L**. Responses should be clear and provide enough detail to assure the City is able to properly understand the Firm’s intention in their response.
- B. Transition Plan: The Firm shall submit within its proposal a detailed description of how the Firm will work with the City to transition from the current agreement to the new agreement. Please include proposals for all tasks, schedules or milestones, as well as share which member of the Firm will be responsible or available during the transition. If the incumbent Firm is selected they should detail out any necessary transition for new services rendered and should supply the same information.
- C. Disposal Facility Permits: Please provide copies of up to date compost facility permits for food scrap & yard wastes services. If the Firm is also anticipating using a transfer station for food scrap & yard waste services, please provide a copy as well.

6.0 M/W/D/EBE GOALS

The City has a goal of 25% of the contract amount for the participation and utilization of Minority-Owned, Women-Owned, Disadvantaged and Evanston-based businesses (M/W/D/EBEs) in completing a portion of the services required by the City. All respondents must submit a statement of the proposed involvement of M/W/D/EBEs in completing a portion of the required services. Provide a copy of the certification for M/W/D/EBEs that will assist in achieving the M/W/D/EBE goal with your submittal as well as the appropriate M/W/D/EBE forms or Request for

Waiver. Any questions regarding M/W/D/EBE compliance should be submitted in writing to Tammi Nunez Purchasing Manager at tnunez@cityofevanston.org.

7.0 EVALUATION CRITERIA

The City will select the successful firm through an evaluation process based on the firm meeting the specifications which are outlined in this RFP. A review committee will review in detail all proposals that are received. During the evaluation process, the City may require a Proposer's representative to answer questions with regard to the proposal and/or make a formal presentation to the review committee. The review committee will make a recommendation to award the contract based on the criteria set forth below. This contract will be forwarded to the City Council for final approval.

The evaluation criteria listed below will be used in the selection of the successful Proposer.

- A. Qualifications and Expertise
- B. Price
- C. Organization and Completeness of Proposal
- D. **Optional Climate Offerings**
- E. Willingness to Execute the City of Evanston's Professional Services Agreement
- F. M/W/D/EBE Participation

8.0 SELECTION PROCESS

The City will select a firm on the basis of the responsiveness of the proposal to the RFP submittal requirements, the evaluation criteria stated above and the demonstrated willingness to execute an acceptable written contract. The City reserves the right to reject any or all proposals, and to request written clarification of proposals and supporting materials from the Proposer.

While it is the intent of the City to award a single firm, the City reserves the right to award in part or in whole and to select multiple firms and/or individuals, depending on whichever decision is deemed to be most advantageous to the City.

Responses may be rejected if the firm fails to perform any of the following:

- A. Adhere to one or more of the provisions established in this Request for Proposal.
- B. Demonstrate competence, experience, and the ability to provide the services described in this Request for Proposal.
- C. Submit a response on or before the deadline and complete all required forms.
- D. To fulfill a request for an oral presentation.
- E. To respond to a written request for additional information

Discussions and/or interviews may be conducted with responsible firms that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing firms. The selection

shall be done by the City's review committee and will be recommended to the City Council for final approval.

If the City is unable to reach agreement with the selected firm, the City will discontinue negotiations with the selected firm and begin negotiations with the firm ranked second and so on until agreement is reached.

The firm to be recommended to the City Council will be the one whose proposal is determined to be the most advantageous to the City in consideration of price and all other evaluation factors which are set forth in this Request for Proposal. No other factors or criteria not listed in this RFP shall be used in the evaluation.

9.0 PROPOSED SCHEDULE

The tentative schedule for this RFP and project process is as follows:

- | | |
|---|-------------------------|
| 1. RFP issued..... | <u>March 20, 2025</u> |
| 2. Mandatory Pre-Proposal Conference..... | <u>April 2, 2025</u> |
| 3. Last Day to submit questions..... | <u>April 14, 2025</u> |
| 4. Final Addendum..... | <u>April 21, 2025</u> |
| 5. RFP Submission Due Date..... | <u>May 2, 2025</u> |
| 6. City Council Award of Contract..... | <u>June 23, 2025</u> |
| 7. Contract Effective..... | <u>November 1, 2025</u> |

10.0 QUESTIONS REGARDING RFP

All questions related to this RFP should be submitted in writing to Linda Thomas, Purchasing Specialist at lithomas@cityofevanston.org with a copy to Brian Zimmerman, Solid Waste Coordinator at bjzimmerman@cityofevanston.org.

11.0 GENERAL TERMS AND CONDITIONS

A. Confidentiality

In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a

Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable.

The Purchasing Specialist will endeavor to advise the firm of any request for the disclosure of the material so marked with "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY", and give the firm or other submitting party the opportunity to seek a court order to protect such materials from disclosure. If the requested material was submitted by a party other than the firm, then the firm shall be solely responsible for notifying the submitting party of the request. The City's sole responsibility is to notify the firm of the request for disclosure, and the City shall not be liable for any damages resulting out of such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, negligence on the part of the City or its officers, or employees.

B. Withdrawal of Proposal

Proposals may be withdrawn prior to the submittal deadline. Withdrawal may be attained by written request; however, no offer can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame.

C. Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

D. Hold Harmless

Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

E. Addenda

Any and all changes to these documents are valid only if they are included via written addendum to all respondents. Each respondent should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal therein. Failure to acknowledge any addenda may cause the proposal to be rejected. Addenda information is available over the internet at [City of Evanston Notices & Documents](#) or www.demandstar.com, or by contacting the Purchasing Office, 847-866-2935.

F. Term

The contract is for five (5) years with two(2) options to extend. Each option would offer potentially between one (1) to five (5) years each. The City may terminate a contract for either cause or convenience.

G. Non-Appropriation of Funds

The City of Evanston reserves the right to terminate in whole or in part of the contract in the event that insufficient funds to complete the contract are appropriated by Evanston City Council.

H. Property of the City

All discoveries and documents produced as a result of any service or project undertaken on behalf of the City of Evanston shall become the property of the City.

I. Payment Terms

The consultant shall submit invoices detailing the services provided, project, professional staff, and hours. Payment shall be made in accordance with the Local Government Prompt Payment Act. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

J. Disclosures and Potential Conflicts of Interest

The City of Evanston's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the City of Evanston requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the City of Evanston, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the City of Evanston official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the City of Evanston to take appropriate measures to ensure the fairness of the proposal process.

The City requires all Proposers to submit a certification, enclosed with this RFP, that the Proposer has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

K. Protests

Any actual or prospective Proposer, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Purchasing Office. The protest shall be submitted in writing within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

- The Proposer shall submit any protests or claims regarding this solicitation to the Purchasing Office.
- A pre-bid protest must be filed five (5) days before the bid opening or proposal submittal.
- A pre-award protest must be filed no later than ten (10) days after the bid opening date or proposal deadline.
- A post-award protest must be filed no later than ten (10) days after the award of the Contract.

All claims by a Proposer against the City relating to a contract shall be submitted in writing to the Purchasing Specialist. The City will only consider protests that are properly and timely submitted.

All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires the Purchasing Specialist to take. Statements shall be sworn and submitted under penalty of perjury.

L. Authority To Resolve Protests And Contract Claims

Protests: The Purchasing Specialist shall have the authority to consider and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract. The City shall issue a written decision and that decision is final.

Contract Claims: The Purchasing Specialist, after consulting with Corporation Counsel, shall have the authority to resolve contract claims, subject to the approval of the City Manager or City Council, as applicable, regarding any settlement that will result in a change order or contract modification.

Each Proposer, by submitting a response to this RFP, expressly recognizes the limitations on its rights to protest provided in this Section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the City and its officers, employees, agents and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a response to this RFP, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

M. Litigation

For purposes of this Section, the following terms are defined as follows:

"issue" means any prior or pending litigation or investigation, either civil or criminal, or any governmental agency action or proceeding (the "issue"), which may affect the performance of the services to be rendered herein. For purposes of this Section, an "issue" shall also include any criminal, civil, or administrative penalty or finding imposed against any covered individual. An issue occurring within seven (7) years of the date preceding the date of the Proposer's response shall be disclosed by the Proposer.

"covered individual" means any principal, president, managing partner, or vice-president, affiliated in anyway with the Firm, and the Firm's employees or sub-contractors.

All proposers shall identify and describe with particularity any issue. The City, and not Proposer, has the sole discretion to determine whether an issue may affect the performance of the services. Failure of any Proposer to comply with this mandatory obligation shall, at the City's sole discretion, result in the Proposer's response being deemed non-responsive and not responsible. Failure of any Proposer to comply with the obligation specified herein may result in the voiding any subsequent contract award to Proposer if the City discovers upon the exercise of its customary due diligence that Proposer failed to comply with the mandatory obligation in this Section. The City reserves all rights to take any other actions in the case of a Proposer's non-compliance with this Section.

N. Sub-contractors

If any firm submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting firm(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the City of Evanston.

O. Contact with City Personnel

All Proposers are prohibited from making any contact with the City Manager, City Council, or any other official or employee of the City with regard to the Project, other than in the manner and to the person(s) designated herein. The Purchasing Specialist reserves the right to disqualify any Proposer found to have contacted City Personnel in any manner with regard to the

Project. Additionally, if it is determined that the contact with City Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter may be referred to the Cook County State's Attorney for review and prosecution.

P. Costs Incurred

The City of Evanston assumes no responsibility or liability for costs incurred by the Proposer prior to the execution of a contract. This includes costs incurred by the Proposer as a result of preparing a response to this RFP.

Exhibit A

DISCLOSURE OF OWNERSHIP INTERESTS

The City of Evanston Code Section 1-18-1 *et seq.* requires all persons (APPLICANT) seeking to do business with the City to provide the following information with their proposal. Every question must be answered. If the question is not applicable, answer with "NA".

APPLICANT NAME: _____

APPLICANT ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

APPLICANT is (Check One)

Corporation

Partnership

Sole Owner

Association

Other _____

Please answer the following questions on a separate attached sheet if necessary.

SECTION I - CORPORATION

1a. Names and addresses of all Officers and Directors of Corporation.

1b. (Answer only if corporation has 33 or more shareholders.)

Names and addresses of all those shareholders owning shares equal to or in excess of 3% of the proportionate ownership interest and the percentage of shareholder interest. (Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material required herein.) f

1c. (Answer only if corporation has fewer than 33 shareholders.)

Names and addresses of all shareholders and percentage of interest of each herein.
(Note: Corporations which submit S.E.C. form 10K may substitute that statement for the material requested herein.)

SECTION 2 PARTNERSHIP/ASSOCIATION/JOINT VENTURE

2a. The name, address, and percentage of interest of each partner whose interests therein, whether limited or general, is equal to or in excess of 3%.

2b. Associations: The name and address of all officers, directors, and other members with 3% or greater interest.

SECTION 3 - TRUSTS

3a. Trust number and institution.

3b. Name and address of trustee or estate administrator.

3c. Trust or estate beneficiaries: Name, address, and percentage of interest in total entity.

SECTION 4 ALL APPLICANTS - ADDITIONAL DISCLOSURE

4a Specify which, if any, interests disclosed in Section 1, 2, or 3 are being held by an agent or nominee, and give the name and address of principal.

4b. If any interest named in Section 1,2, or 3 is being held by a "holding" corporation or other "holding" entity not an individual, state the names and addresses of all parties holding more than a 3% interest in that "holding" corporation or entity as required in 1(a), 1(b), 1(c), 2(a), and 2(b).

4c. If "constructive control" of any interest named in Sections 1,2, 3, or 4 is held by another party, give name and address of party with constructive control. ("Constructive control" refers to control established through voting trusts, proxies, or special terms of venture of partnership agreements.)

I have not withheld disclosure of any interest known to me. Information provided is accurate and current.

_____ Date Signature of Person Preparing Statement

Title _____

ATTEST: _____

Notary Public

(Notary Seal)

Commission Expires: _____

Exhibit B

ADDITIONAL INFORMATION SHEET

Proposal Name: _____

Proposal Number #: _____

Company Name: _____

Contact Name: _____

Address: _____

City, State, Zip: _____

Telephone/FAX: # _____

E-mail: _____

Comments: _____

Exhibit C

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the City of Evanston.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder/Proposer has not disclosed any actual or potential conflict of interest, the City of Evanston may disqualify the bid/proposal.

(Name of Bidder/Proposer if the Bidder/Proposer is an Individual)
(Name of Partner if the Bidder/Proposer is a Partnership)
(Name of Officer if the Bidder/Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid / proposal.

Exhibit D

ACKNOWLEDGEMENT OF UNDERSTANDING

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and attached service agreements, and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this document, the Proposer hereby certifies that they are not barred from bidding on this contract as a result of bid rigging or bid rotating or any similar offense (720 ILCS S/33E-3, 33E-4).

Authorized Signature:	_____	Company Name:	_____
Typed/Printed Name:	_____	Date:	_____
Title:	_____	Telephone Number:	_____
Email:	_____	Fax Number:	_____

Exhibit E

ANTI-COLLUSION AFFIDAVIT AND PROPOSER'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Proposer)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

((Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20

Notary Public

Commission Expires: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Exhibit F

CITY OF EVANSTON M/W/D/EBE POLICY

A City of Evanston goal is to provide contracting and sub-contracting opportunities to Minority Business Enterprises, Women Business Enterprises, Disadvantaged and Evanston Business Enterprises. The goal of the Minority, Women, Disadvantaged and Evanston Business Enterprise Program (M/W/D/EBE) is to assist such businesses with opportunities to grow. To assist such growth, the City's goal is to have general contractors utilize M/W/D/EBEs to perform no less than 25% of the awarded contract.

Firms bidding on projects with the City must work to meet the 25% goal or request a waiver from participation. It is advised that bidders place advertisements requesting sub-contractors and that they email or contact individual firms that would be appropriate to partner in response to the project. For samples of possible advertisements, see the City of Evanston's Business Diversity Section <http://www.cityofevanston.org/business/business-diversity/> ([Sample Advertisement](#)). If you request a paper copy of the additional documents, it will be available free of charge from the Purchasing Office, 2100 Ridge Road Suite 4200, Evanston, IL 60201.

If a bidder is unable to meet the required M/W/D/EBE goal, the Bidder must seek a waiver or modification of the goal on the attached forms. Bidder must include:

1. A narrative describing the Bidder's efforts to secure M/W/D/EBE participation prior to the bid opening.
2. Documentation of each of the assist agencies that were contacted, the date and individual who was contacted, and the result of the conversation (see form)
3. A letter attesting to instances where the bidder has not received inquiries/proposals from qualified M/W/D/EBEs
4. Names of owners, addresses, telephone numbers, date and time and method of contact of qualified M/W/D/EBE who submitted a proposal but was not found acceptable.
5. Names of owners, addresses, telephone numbers, date and time of contact of at least 15 qualified M/W/D/EBEs the bidder solicited for proposals for work directly related to the Bid prior to the bid opening (copies must be attached).

If a bidder is selected with a Sub-contractor listed to meet the M/W/D/EBE goal, a "monthly utilization report" will be due to the City prior to each payment being issued to the Contractor. This report will include documentation of the name of the firm hired, the type of work that firm performed, etc. Should the M/W/D/EBE not be paid according to the schedule proposed in this document, the City reserves the right to cancel the contract. Examples of this monthly form can be found on the City's website: <http://www.cityofevanston.org/business/business-diversity/> ([MWDEBE Monthly Utilization Report](#)).

Exhibit G

M/W/D/EBE PARTICIPATION COMPLIANCE FORM

I do hereby certify that

_____ (Name of firm) intends to participate as a Subcontractor or General Contractor on the project referenced above.

This firm is a (check only one):

_____ Minority Business Enterprise (MBE), a firm that is at least 51% managed and controlled by a minority, certified by a certifying agency within Illinois.

_____ Women’s Business Enterprise (WBE), a firm that is at least 51% managed and controlled by a woman, certified by a certifying agency within Illinois.

_____ Disadvantaged Business Enterprise (DBE), a firm that is at least 51% managed and controlled by a disadvantaged, certified by a certifying agency within Illinois.

_____ Evanston Based Enterprise (EBE), a firm located in Evanston for a minimum of one year and which performs a “commercially useful function”.

Total proposed price of response \$ _____

Amount to performed by a M/W/D/EBE \$ _____

Percentage of work to M/W/D/EBE _____ %

Information on the M/W/D/EBE Utilized:

Name _____

Address _____

Phone Number _____

Signature of firm attesting to participation _____

Title and Date _____

Type of work to be performed _____

Please attach:

1. _____ Proper certification documentation if applying as a M/W/D/EBE and check the appropriate box below. This M/W/DBE will be applying with documentation from:

- Cook County
- Federal Certification
- City of Chicago
- State of Illinois Certification
- Women’s Business Enterprise National Council
- Chicago Minority Supplier Development Council

2. Attach business license if applying as an EBE

Exhibit G

M/W/D/EBE UTILIZATION SUMMARY REPORT

The following Schedule accurately reflects the value of each MBE/WBE/DBE/EBE sub-agreement, the amounts of money paid to each to date, and this Pay Request. The total proposed price of response submitted is _____.

MBE/WBE/DBE/EBE FIRM NAME	FIRM TYPE (MBE/WBE /DBE/EBE)	SERVICES PERFORMED	AMOUNT OF SUB-CONTRACT	PERCENT OF TOTAL CONTRACT AMOUNT
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
			\$	
TOTAL			\$	

Exhibit H

M/W/D/EBE PARTICIPATION WAIVER REQUEST

I am _____ of _____, and I have authority to

(Title)

(Name of Firm)

execute this certification on behalf of the firm. I _____ do

(Name)

hereby certify that this firm seeks to waive all or part of this M/W/D/EBE participation goal

for the following reason(s):

(CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE ATTACHED.)

_____ 1. No M/W/D/EBEs responded to our invitation to bid.

_____ 2. An insufficient number of firms responded to our invitation to bid.

For #1 & 2, please provide a narrative describing the outreach efforts from your firm and proof of contacting at least 15 qualified M/W/D/EBEs prior to the bid opening. Also, please attach the accompanying form with notes regarding contacting the Assist Agencies.

_____ 3. No sub-contracting opportunities exist.

Please attach a written explanation of why sub-contracting is not feasible. Please provide details supporting your request.

_____ 4. M/W/D/EBE participation is impracticable.

Please attach a written explanation of why M/W/D/EBE participation is impracticable. Please provide details supporting your request.

Therefore, we request to waive _____ of the 25% utilization goal for a revised goal of _____%.

Signature: _____

Date:

(Signature)

Exhibit I

M/W/D/EBE Assistance Organizations (“Assist Agencies”) Form

AGENCY	DATE CONTACTED	CONTACT PERSON	RESULT OF CONVERSATION
Association of Asian Construction Enterprises (AACE) 5500 Touhy Ave., Unit K Skokie, IL. 60077 Phone: 847-525-9693 Perry Nakachii, President			
Black Contractors United (BCU) 400 W. 76th Street Chicago, IL 60620 Phone: 773-483-4000; Fax: 773-483-4150 Email: bcunewera@ameritech.net			
Chicago Minority Business Development Council 105 West Adams Street Chicago, Illinois 60603 Phone: 312-755-8880; Fax: 312-755-8890 Email: info@chicagomsdc.org Shelia Hill, President			
Evanston Minority Business Consortium, Inc. P.O. Box 5683 Evanston, Illinois 60204 Phone: 847-492-0177 Email: embcinc@aol.com			
Federation of Women Contractors 5650 S. Archer Avenue Chicago, Illinois 60638 Phone: 312-360-1122; Fax: 312-360-0239 Email: FWCChicago@aol.com Contact Person: Beth Doria Maureen Jung, President			
Hispanic American Construction Industry (HACIA) 901 W. Jackson, Suite 205 Chicago, IL 60607 Phone: 312-666-5910; Fax: 312-666-5692 Email: info@haciaworks.org			
Women’s Business Development Ctr. 8 S. Michigan Ave, Suite 400 Chicago, Illinois 60603 Phone: 312-853-3477 X220; Fax: 312-853-0145 Email: wbdc@wbdc.org Carol Dougal, Director			

PLEASE NOTE: Use of M/W/D/EBE Assistance Organizations (“Assist Agencies”) Form and agencies are for use as a resource only. The agencies and or vendors listed are not referrals or recommendations by the City of Evanston.

Exhibit J

Consultant Certification and Verification

I certify in accordance with the Professional Services Agreement, the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance and will comply with City work rules and policies applicable to City employees while they are on City property, including the City's Workplace Harassment Policy; COVID-19 Vaccination Policy; and Sexual Harassment Policy. I further certify that the agents, employees and subcontractors of [CONSULTANT FIRM] are in compliance with OSHA emergency temporary standard to protect workers from coronavirus.

CONSULTANT:

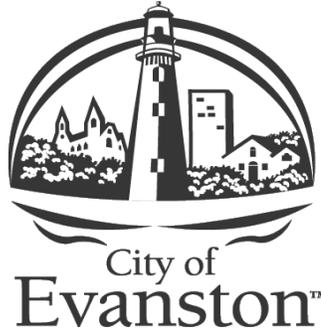
By _____

Its: _____

FEIN Number: _____

Date: _____

Exhibit J



CITY OF EVANSTON
PROFESSIONAL SERVICES AGREEMENT

The parties referenced herein desire to enter into an agreement for professional services for

[Insert name of the project]

("the Project")

RFP Number: **XX-XX**

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this ___ day of _____, 20___, between the City of Evanston, an Illinois municipal corporation with offices located at 2100 Ridge Avenue, Evanston Illinois 60201 (hereinafter referred to as the "City"), and *[Insert Professional Service Provider's name here]*, with offices located at *[Insert address here]*, (hereinafter referred to as the "Consultant"). Compensation for all basic Services ("the Services") provided by the Consultant pursuant to the terms of this Agreement shall not exceed ***[\$[Insert fee here]***.

I. COMMENCEMENT DATE

Consultant shall commence the Services on _____ or no later than **three (3) DAYS AFTER** City executes and delivers this Agreement to Consultant.

II. COMPLETION DATE

Consultant shall complete the Services by _____. If this Agreement provides for renewals after an initial term, no renewal shall begin until agreed to in writing by both parties prior to the completion date of this Agreement.

III. PAYMENTS

City shall pay Consultant those fees as provided here: Payment shall be made upon the completion of each task for a project, as set forth in Exhibit A – Project

Milestones and Deliverables. Any expenses in addition to those set forth here must be specifically approved by the City in writing in advance.

IV. DESCRIPTION OF SERVICES

Consultant shall perform the services (the “Services”) set forth here: Services are those as defined in Exhibit A, the City’s Request for Proposal/Qualifications No. # (Exhibit B) and Consultant’s Response to the Proposal (Exhibit C). Services may include, if any, other documented discussions and agreements regarding scope of work and cost (Exhibit D).

V. GENERAL PROVISIONS

A. Services. Consultant shall perform the Services in a professional and workmanlike manner. All Services performed and documentation (regardless of format) provided by Consultant shall be in accordance with the standards of reasonable care and skill of the profession, free from errors or omissions, ambiguities, coordination problems, and other defects. Consultant shall take into account any and all applicable plans and/or specifications furnished by City, or by others at City’s direction or request, to Consultant during the term of this Agreement. All materials, buildings, structures, or equipment designed or selected by Consultant shall be workable and fit for the intended use thereof, and will comply with all applicable governmental requirements. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City’s business and operations, or the business and operations of other tenants and occupants in the City which may be affected by the work relative to this Agreement. Consultant shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith. If requested by City, Consultant shall promptly replace any employee or agent performing the Services if, in the opinion of the City, the performance of the employee or agent is unsatisfactory.

Consultant is responsible for conforming its final work product to generally accepted professional standards for all work performed pursuant to this Agreement. Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Consultant acknowledges and agrees that should Consultant or its sub-consultants provide false information, or fail to be or remain in compliance with this Agreement; the City may void this Agreement. The Consultant warrants and states that it has read the Contract Documents, and agrees to be bound thereby, including all performance guarantees as respects Consultant’s work and all indemnity and insurance requirements.

The Consultant shall obtain prior approval from the City prior to sub-contracting with any entity or person to perform any of the work required under this Agreement. If the Consultant sub-contracts any of the services to be performed under this Agreement, the sub-consultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent. The Consultant shall be responsible for the accuracy and quality of any sub-consultant's work.

All sub-consultant agreements shall include verbatim or by reference the provisions in this Agreement binding upon Consultant as to all Services provided by this Agreement, such that it is binding upon each and every sub-consultant that does work or provides Services under this Agreement.

The Consultant shall cooperate fully with the City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City. This cooperation shall extend to any investigation, hearings or meetings convened or instituted by the City, any of its departments, and/or OSHA relative to this Project, as necessary. Consultant shall cooperate with the City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

Except as otherwise provided herein, the nature and scope of Services specified in this Agreement may only be modified by a writing approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

- B. Representation and Warranties.** Consultant represents and warrants that: (1) Consultant possesses and will keep in force all required licenses to perform the Services; (2) the employees of Consultant performing the Services are fully qualified, licensed as required, and skilled to perform the Services.
- C. Breach/Default.** Any one of the following events shall be deemed an event of default hereunder by Consultant, subject to Consultant's right to cure:
1. Failure to perform the Services as defined in Paragraph A above and contained within Exhibit A;
 2. Failure to comply with any other of the General Provisions contained within this contract.

Consultant, within thirty (30) days, shall have the right to cure any default herein listed at its own expense, including completion of Services or the replacement or termination of any agent, employee, or sub-contractor as a result of any

violation of the General Provisions contained herein.

- D. Remedy.** City does not waive any right to exercise any option to cure any breach or default on the part of contractor, including but not limited to injunctive relief, an action in law or equity or termination of this Agreement as outlined in Paragraph E of this section.
- E. Termination.** City may, at any time, with or without cause, terminate this Agreement upon seven (7) days written notice to Consultant. If the City terminates this agreement, the City will make payment to Consultant for Services performed prior to termination. Payments made by the City pursuant to this Agreement are subject to sufficient appropriations made by the City of Evanston City Council. In the event of termination resulting from non-appropriation or insufficient appropriation by the City Council, the City's obligations hereunder shall cease and there shall be no penalty or further payment required. In the event of an emergency or threat to the life, safety or welfare of the citizens of the City, the City shall have the right terminate this Agreement without prior written notice. Within thirty (30) days of termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, AutoCAD Version 2007, PDF, ARTView, Word, Excel spreadsheets, technical specifications and calculations, and any other such items specifically identified by the City related to the Services herein.
- F. Independent Consultant.** Consultant's status shall be that of an independent Consultant and not that of a servant, agent, or employee of City. Consultant shall not hold Consultant out, nor claim to be acting, as a servant, agent or employee of City. Consultant is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City. Consultant shall at its own expense comply with all applicable workers compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other federal, state, county and municipal laws, ordinances, rules, regulations and orders. Consultant shall require its employees to observe the working hours, rules, security regulations and holiday schedules of City, including but not limited to all policies and work rules applicable to City employees while on City property such as the Workplace Harassment Policy; COVID-19 Vaccination Policy; and Drug and Alcohol Policy. Consultant agrees to abide by the Occupational Safety & Health Act of 1970 (OSHA), and as the same may be amended from time to time, applicable state and municipal safety and health laws and all regulations pursuant thereto. Consultant shall certify that its agents, employees and subcontractors are in compliance with City work rules applicable to City employees while on City property. Failure to certify or violation of work rules is subject to the Default provisions of Paragraph C.
- G. Conflict of Interest.** Consultant represents and warrants that no prior or present services provided by Consultant to third parties conflict with the

interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by Consultant to City and consented to in writing to City.

- H. Ownership of Documents and Other Materials.** All originals, duplicates and negatives of all plans, drawings, reports, photographs, charts, programs, models, specimens, specifications, AutoCAD Version 2007, Excel spreadsheets, PDF, and other documents or materials required to be furnished by Consultant hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Consultant. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, Consultant shall promptly deliver all such materials to City. Consultant shall not publish, transfer, license or, except in connection with carrying out obligations under this Agreement, use or reuse all or any part of such reports and other documents, including working pages, without the prior written approval of City, provided, however, that Consultant may retain copies of the same for Consultant's own general reference.
- I. Payment.** Invoices for payment shall be submitted by Consultant to City at the address set forth above, together with reasonable supporting documentation, City may require such additional supporting documentation as City reasonably deems necessary or desirable. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, after City's receipt of an invoice and all such supporting documentation.
- J. Right to Audit.** Consultant shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized employees, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by Consultant, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by Consultant is found to have been overstated, Consultant shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.
- K. Indemnity.** Consultant shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the Consultant or Consultant's sub-contractors, employees, agents or sub-contractors during the performance of this Agreement. Such indemnification shall not be limited by

reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Agreement by Consultant must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Illinois Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision, including but not limited to, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

Consultant shall be responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its sub-consultants' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. All provisions of this Section shall survive completion, expiration, or termination of this Agreement.

- L. Insurance.** Consultant shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Consultant, and insuring Consultant against claims which may arise out of or result from Consultant's performance or failure to perform the Services hereunder: (1) worker's compensation in statutory limits and employer's liability insurance in the amount of at least \$500,000, (2) comprehensive general liability coverage, and designating City as additional insured for not less than \$3,000,000

combined single limit for bodily injury, death and property damage, per occurrence, (3) comprehensive automobile liability insurance covering owned, non-owned and leased vehicles for not less than \$1,000,000 combined single limit for bodily injury, death or property damage, per occurrence, and (4) errors and omissions or professional liability insurance respecting any insurable professional services hereunder in the amount of at least \$1,000,000. Consultant shall give to the City certificates of insurance for all Services done pursuant to this Agreement before Consultant performs any Services, and, if requested by City, certified copies of the policies of insurance evidencing the coverage and amounts set forth in this Section. The City may also require Consultant to provide copies of the Additional Insured Endorsement to said policy (ies) which name the City as an Additional Insured for all of Consultant's Services and work under this Agreement. Any limitations or modification on the certificate of insurance issued to the City in compliance with this Section that conflict with the provisions of this Section shall have no force and effect. Consultant's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Consultant understands that the acceptance of certificates, policies and any other documents by the City in no way releases the Consultant and its sub-contractors from the requirements set forth herein. Consultant expressly agrees to waive its rights, benefits and entitlements under the "Other Insurance" clause of its commercial general liability insurance policy as respects the City. In the event Consultant fails to purchase or procure insurance as required above, the parties expressly agree that Consultant shall be in default under this Agreement, and that the City may recover all losses, attorney's fees and costs expended in pursuing a remedy or reimbursement, at law or in equity, against Consultant.

Consultant acknowledges and agrees that if it fails to comply with all requirements of this Section, that the City may void this Agreement.

- M. Confidentiality.** In connection with this Agreement, City may provide Consultant with information to enable Consultant to render the Services hereunder, or Consultant may develop confidential information for City. Consultant agrees (i) to treat, and to obligate Consultant's employees to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which Consultant may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City's written approval, and (iii) not to disclose to City any information obtained by Consultant on a confidential basis from any third party unless Consultant shall have first received written permission from such third party to disclose such information.

Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a

Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemption to the disclosure of such records or part thereof is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

- N. Use of City's Name or Picture of Property.** Consultant shall not in the course of performance of this Agreement or thereafter use or permit the use of City's name nor the name of any affiliate of City, nor any picture of or reference to its Services in any advertising, promotional or other materials prepared by or on behalf of Consultant, nor disclose or transmit the same to any other party.
- O. No Assignments or Sub-contracts.** Consultant shall not assign or sub-contract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. Consultant shall not employ, contract with, or use the services of any other architect, interior designer, engineer, consultant, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.
- P. Compliance with Applicable Statutes, Ordinances and Regulations.** In performing the Services, Consultant shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at Consultant's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of Consultant's officers, employees, sub-contractors, or agents. Consultant shall immediately reassign any such individual who in the opinion of the City does not pass the background check.
- Q. Liens and Encumbrances.** Consultant, for itself, and on behalf of all sub-contractors, suppliers, materialmen and others claiming by, through or under Consultant, hereby waives and releases any and all statutory or common law mechanics' materialmen's' or other such lien claims, or rights to place a lien upon City property or any improvements thereon in connection with any Services performed under or in connection with this Agreement. Consultant further agrees, as and to the extent of payment made hereunder, to execute a sworn affidavit respecting the payment and lien releases of all sub-contractors, suppliers and materialmen, and a release of lien respecting the Services at such time or times and in such form as may be reasonably requested by City. Consultant shall protect City from all liens for labor performed, material supplied

or used by Consultant and/or any other person in connection with the Services undertaken by consultant hereunder, and shall not at any time suffer or permit any lien or attachment or encumbrance to be imposed by any sub-consultant, supplier or materialmen, or other person, firm or corporation, upon City property or any improvements thereon, by reason or any claim or demand against Consultant or otherwise in connection with the Services.

- R. Notices.** Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed if to City as follows: City of Evanston, 2100 Ridge Avenue, Evanston, Illinois 60201, Attention: Purchasing Division and to Consultant at the address first above set forth, or at such other address or addresses as City or Consultant may from time to time designate by notice given as above provided.
- S. Attorney's Fees.** In the event that the City commences any action, suit, or other proceeding to remedy, prevent, or obtain relief from a breach of this Agreement by Consultant, or arising out of a breach of this Agreement by Consultant, the City shall recover from the Consultant as part of the judgment against Consultant, its attorneys' fees and costs incurred in each and every such action, suit, or other proceeding.
- T. Waiver.** Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.
- U. Severability.** In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.
- V. Choice of Law.** The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City shall not enter into binding arbitration to resolve any dispute under this Agreement. The City does not waive tort immunity by entering into this Agreement.
- W. Time.** Consultant agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. Consultant shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.
- X. Survival.** Except as expressly provided to the contrary herein, all provisions of this Agreement shall survive all performances hereunder including the termination of the Consultant.

VI. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Consultant's noncompliance with any provision of Section 1-12-5 of the Evanston City Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future contracts or sub-contracts with the City, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the contract, the Consultant agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, or age or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. Consultant shall comply with all requirements of City of Evanston Code Section 1-12-5.

B. That, in all solicitations or advertisements for employees placed by it on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability.

VII. SEXUAL HARASSMENT POLICY

The Consultant certifies pursuant to the Illinois Human Rights Act (775 ILCS 5/2105 *et. seq.*), that it has a written sexual harassment policy that includes, at a minimum, the following information:

- A.** The illegality of sexual harassment;
- B.** The definition of sexual harassment under State law;
- C.** A description of sexual harassment utilizing examples;
- D.** The Consultant's internal complaint process including penalties;
- E.** Legal recourse, investigation and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission, and directions on how to contact both; and
- F.** Protection against retaliation as provided to the Department of Human Rights.

VIII. CONSULTANT CERTIFICATIONS

A. Consultant acknowledges and agrees that should Consultant or its sub-consultant provide false information, or fails to be or remain in compliance with the Agreement, the City may void this Agreement.

B. Consultant certifies that it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. Section 1201 et seq.) and applicable rules in performance under this Agreement.

C. If Consultant, or any officer, director, partner, or other managerial agent of Consultant, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Consultant certifies at least five years have passed since the date of the conviction.

D. Consultant certifies that it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State in the U.S., nor made any admission of guilt of such conduct that is a matter of record. (720 ILCS 5/33 E-3, E-4).

E. In accordance with the Steel Products Procurement Act, Consultant certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the U.S. unless the City grants an exemption.

F. Consultant certifies that it is properly formed and existing legal entity, and as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

G. If more favorable terms are granted by Consultant to any similar governmental entity in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms shall be applicable under this Agreement.

H. Consultant certifies that it is not delinquent in the payment of any fees, fines, damages, or debts to the City of Evanston.

IX. INTEGRATION

This Agreement, together with Exhibits A, B, C, and D sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by Consultant be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the day, month and year first above written.

CONSULTANT:

**CITY OF EVANSTON
2100 RIDGE AVENUE
EVANSTON, IL 60201**

By: _____

By: _____

Its: _____

FEIN Number: _____

Date: _____

Luke Stowe
Its: City Manager

Date:

Approved as to form:

By:

Ruggie

Alexandra B.
Its: Corporation Counsel

Revision: April 2021

EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201(“City”) and _____ (“Consultant”) sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: _____

II. COMPLETION DATE: _____

III. FEES:

IV. SERVICES/SCOPE OF WORK:

As defined in RFP/Q # _____ (Exhibit B) and Consultants Response to Proposal

(Exhibit C)

Dated:

Exhibit K

PROPOSAL BOND SUBMITTAL LABEL (If Applicable)

SUBMITTAL NUMBER:

SUBMITTAL NAME:

SUBMITTAL DUE DATE/TIME:

COMPANY NAME:

COMPANY ADDRESS:

COMPANY TELEPHONE #:

Exhibit L

Questionnaire General:

1) Please confirm which Bid Options your firm will be bidding for as noted in **Section 2.07**? (Check all that apply)

- Bid Item #1: City Procures & Maintains All Carts
- Bid Item #2: Firm Procures Carts & City Maintains Carts
- Bid Item #3: Firm Procures & Maintains Carts

2) Please provide the contact and email address that is anticipated to be managing the City's 311 system and meet the technical service requirements of **Section 2.03 (A)** of the RFP?

- Contact Name:
- Contact's Title:
- Contact's Email:

3) Please confirm your firm has reviewed and agrees to abide by the City of Evanston's Code Title 8 Chapter 4 and Chapter 4 ½ and Chapter 27?

- Yes
- No

4) Does your firm agree to use best efforts to hire one Evanston resident throughout the term of the agreement?

- Yes
- No

5) Does your firm agree to meet quarterly with the Evanston Public Works representatives in accordance with **Section 2.06 (C)** of the RFP?

- Yes
- No

- 6) Please describe if the Firm offers any job training programs or apprenticeship programs that the City's Workforce Development groups could engage to help place Evanstonians into positions?

Food And Yard Waste Service:

- 7) Please provide the name and address of any **disposal facility and transfer station** where **food and yard waste material** collected through this agreement is expected to be taken. (Please provide an up to date copy of the facilities permits with the State of Illinois)
- Disposal Facility Name:
 - Disposal Facility Address:
 - Disposal Facility IEPA Permit #:
-
- Transfer Station Name:
 - Transfer Station Address:
 - Transfer Station IEPA Permit #:
- 8) Please provide a contact name and title for the disposal facility all food and yard waste material is to be taken to. If a prospective firm is asked for an interview the City may ask that the disposal facility contact attends to ask any questions.
- Disposal Facility Contact Name:
 - Disposal Facility Contact's Title:
 - Disposal Facility Contact's Email:
- 9) Please confirm all materials the Firm currently accepts for yard waste collection. These materials will be considered for the definition of "Yard Waste" in the agreement. Provide as much detail as to the type, size, shape restrictions each material type is subjected to if possible. **Section 2.02 (B)**

- 10) Please describe the Firm's proposed collection approach that will be taken for the months of January through March to collect yard waste and food scraps from residents as noted in **Section 2.02 (B)**. Provide as much detail as possible to ensure City Staff are able to understand your approach.

- 11) Please describe how you would handle the collection of Christmas Trees during the first two full weeks of January as stated in **Section 2.02 (B)**? Provide as much detail as possible to ensure City Staff are able to understand your approach.

Exhibit M

Table 1: Collection, Transport & Disposal Service Cost

Example of City Provided Cost Forms:

Waste Stream	Per Unit Base Rate	35 gal	65 gal	95 gal	Additional 95 gal Carts
Refuse (cost excludes disposal, paid by City to SWANCC)	A	B	C	D	E
Yard Waste	F	G	H	I	J
	This column describes what it costs to pick up at each household per month regardless of container sizes	This column designates what the cost is to pick up one 35 gal cart from a unit on top of the flat haul rate. If the rate is listed at \$0.00 then it assumed the monthly cost is just the flat rate	This column designates what the cost is to pick up one 65 gal cart from a unit on top of the flat haul rate. If the rate is listed at \$0.00 then it assumed the monthly cost is just the flat rate	This column designates what the cost is to pick up one 95 gal cart from a unit on top of the flat haul rate. If the rate is listed at \$0.00 then it assumed the monthly cost is just the flat rate	This column designates what the cost is to pick up additional 95 gal carts from a unit beyond the one. This is not including the flat haul rate for the unit.

Example of Calculating Costs with City Provided Form:

Volume Size	Metric	Refuse	Yard Waste
35 gal	Unit Count	K	L
	Monthly Cost (\$)	$((A+B) \times K) = \mathbf{S}$	$((F+G) \times L) = \mathbf{T}$
65 gal	Unit Count	M	N
	Monthly Cost (\$)	$((A+C) \times M) = \mathbf{U}$	$((F+H) \times N) = \mathbf{V}$
95 gal	Unit Count	O	P
	Monthly Cost (\$)	$((A+D) \times O) = \mathbf{W}$	$((F+I) \times P) = \mathbf{X}$
Additional 95 gals	Unit Count	Q	R
	Monthly Cost (\$)	$(E \times Q) = \mathbf{Y}$	$(R \times J) = \mathbf{Z}$
Total Unit Count (Non-Additional)		(K+M+O)	(L+N+P)
Total Cost Per Month (\$) (Non-Additional)		(S+U+W)= AA	(T+V+X)=AB
Total Cost Per Month (\$) (Additional Includ.)		(AA + Y)= AC	(AB + Z)= AD

Consumer Price Index (CPI)

The unit price listed is for service year starting on November 1, 2025 and ending on October 31, 2026. The unit prices in future service years will be adjusted annually based on the change in the Consumer Price Index (CPI-U) for the Midwest Urban Area, All Items. The charges for the previous 12 months are subject to a minimum 1.5% adjustment and a 3.5% maximum adjustment, such adjustment that shall be effective as of November 1st of each subsequent year this Agreement is in effect.

Bid Option #1: City Procures & Maintains All Carts

Cart Service:

Waste Stream	Per Unit Base Rate	35 gal	65 gal	95 gal	Additional 95 gal Carts
Refuse	\$	\$	\$	\$	\$
Yard Waste	\$	\$	\$	\$	\$

Yard Waste Sticker:

Waste Stream	Per Unit Rate
Yard Waste	\$

Bid Option #2: Firm Procures Carts & City Maintains Carts

Cart Service:

Waste Stream	Per Unit Base Rate	35 gal	65 gal	95 gal	Additional 95 gal Carts
Refuse	\$	\$	\$	\$	\$
Yard Waste	\$	\$	\$	\$	\$

Yard Waste Sticker:

Waste Stream	Per Unit Rate
Yard Waste	\$

Bid Option #3: Firm Procures & Maintains Carts**Cart Service:**

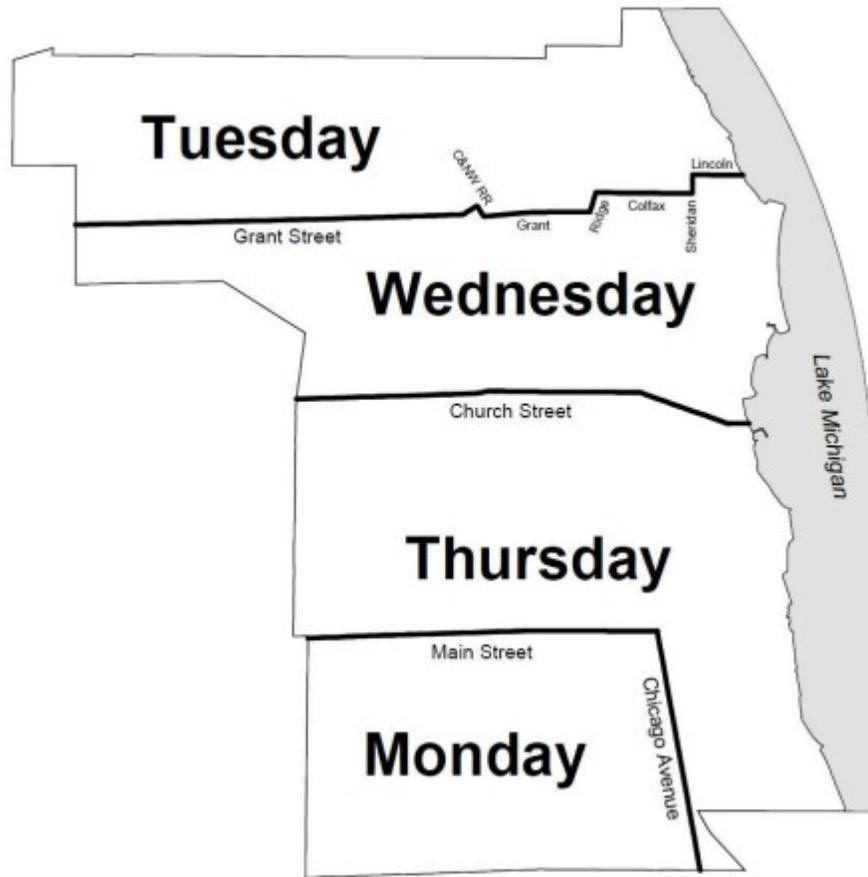
Waste Stream	Per Unit Base Rate	35 gal	65 gal	95 gal	Additional 95 gal Carts
Refuse	\$	\$	\$	\$	\$
Yard Waste	\$	\$	\$	\$	\$

Yard Waste Sticker:

Waste Stream	Per Unit Rate
Yard Waste	\$

**If opting to provide an alternative price structure please note which bid option the pricing is for. If offering the same pricing regardless of option please designate the price structure applies to all bids. Please also make sure all necessary detail is included for City Staff to be able to properly weigh proposals.*

**Attachment A:
Residential Collection Zone Maps**



[Shape File of Collection Boundaries](#)

Attachment B: Residential Service Breakdown

The breakdowns below are provided for informational purposes only and have not been independently audited or verified and are based on the City of Evanston's current billing records:

Refuse Service Breakdown

<i>Refuse Container Size</i>	Total # of Accounts	Total # of Dwellings	Total # of Containers
65 gal	3,519	4,038	4,053
95 gal	9,023	10,661	11,752
Grand Total	12,542	14,699	15,805

*Includes accounts that have additional 95 gal carts

Yard Waste Cart Service Breakdown

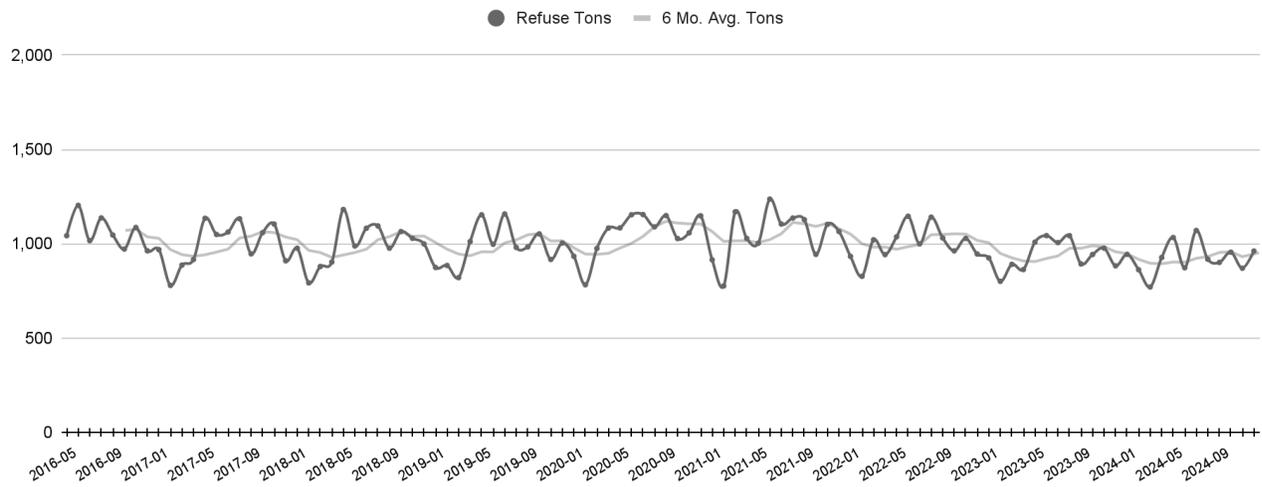
<i>Refuse Service</i>	Total # of Accounts	Total # of Dwellings	Total # of Containers
Condo	89	1,809	102
Residential	6,971	7,794	7,302
Grand Total	7,060	9,603	7,404

*Includes accounts that have additional 95 gal carts

[Residential Service By Address CSV](#)

Attachment C: Waste Collection Data

Refuse Data: Monthly Tonnage Totals for Residential Refuse (2016-2024)



Annual Tonnage Totals (2017-2024)

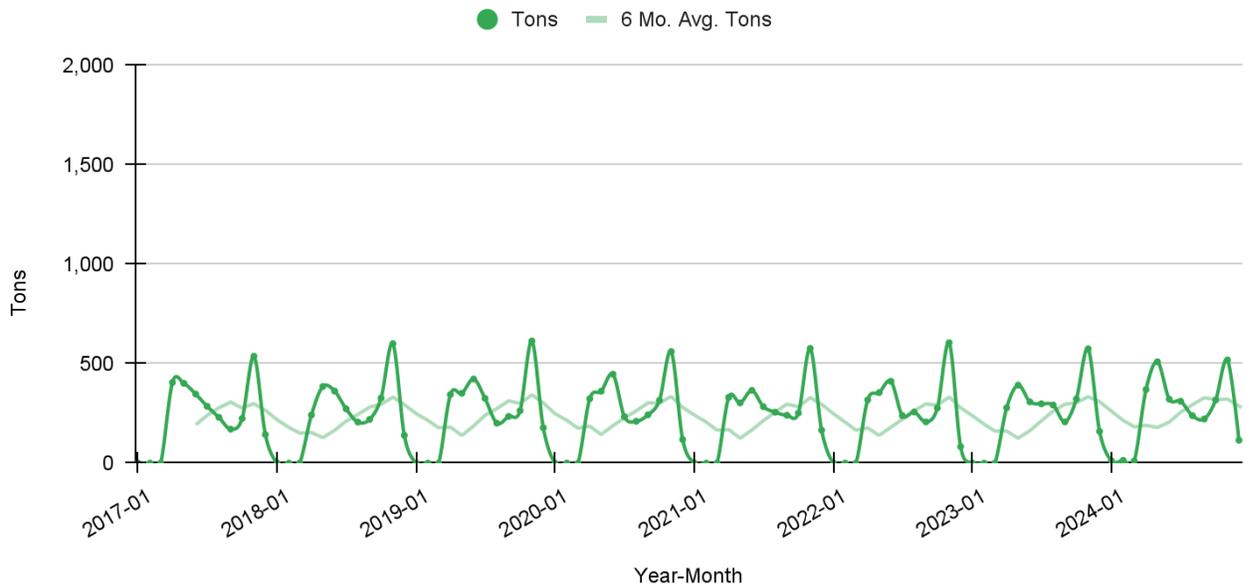
Year	Tons
2017	11,952.45
2018	11,969.58
2019	11,839.80
2020	12,642.84
2021	12,611.55
2022	12,016.85
2023	11,278.75
2024	11,088.28

Average Tonnage Totals by Month (2017-2024)

Month	Avg. Tons
January	933.95
February	813.50
March	926.93
April	959.64
May	1,075.57
June	1,076.96
July	1,072.96

August	1,074.93
September	1,006.25
October	997.97
November	1,019.40
December	986.68

**Yard Waste:
Monthly Tonnage Totals for Yard Waste Collected (2017-2024)**



Annual Tonnage Totals (2017-2024)

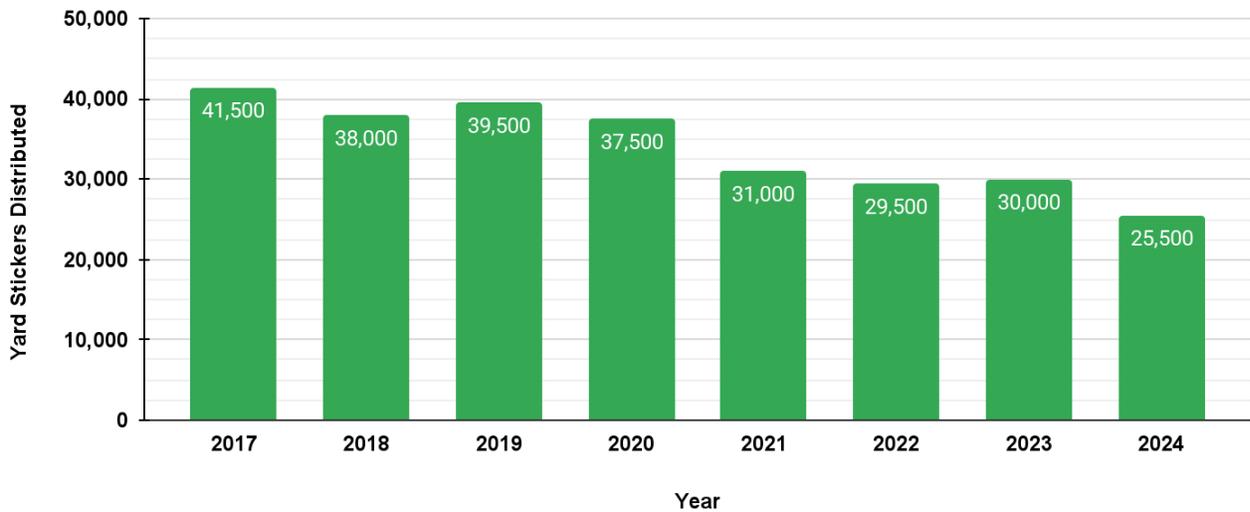
Year	Ton
2017	2,745.52
2018	2,756.22
2019	2,934.61
2020	2,814.07
2021	2,773.39
2022	2,752.34
2023	2,831.77
2024	2,959.89

Average Tonnage Totals by Month (2017-2024)

Month	Avg. Tons
January	1.24

February	1.37
March	4.06
April	292.52
May	380.71
June	380.55
July	278.06
August	234.26
September	216.00
October	284.15
November	570.32
December	139.77

**Yard Waste Stickers
Annual Sticker Distribution to Retailers (2017-2024)**



Percent of Total Stickers Sold to Retailers by Month (2017-2024)

Month	% of Total
January	0.00%
February	1.28%
March	9.72%
April	11.01%
May	9.17%
June	8.07%
July	7.71%

August	6.24%
September	6.06%
October	13.21%
November	23.30%
December	4.22%

Top Retailers and Stickers Distributed by Year (2017-2024)

Retailer	Year							
	2017	2018	2019	2020	2021	2022	2023	2024
Chalet	0	0	500	0	0	0	0	0
City Collector's Office	5,000	6,500	3,500	5,000	3,000	4,500	4,000	4,000
Home Depot	5,500	6,000	6,000	4,000	3,000	1,500	0	0
Jewel - Chicago Ave	4,500	3,500	6,000	2,000	2,000	3,000	2,000	2,000
Jewel - Green Bay Rd	8,000	6,500	8,000	8,000	7,000	6,000	6,000	5,000
Jewel - Howard St	3,500	2,500	0	1,000	0	0	0	0
Lemoi Hardware	12,000	12,000	10,000	13,500	10,000	8,500	9,500	9,500
Parks & Rec - Levy Center	3,000	0	2,500	1,500	2,500	3,000	3,500	3,000
Valli Produce	0	1,000	3,000	2,500	3,500	3,000	5,000	2,000

**Attachment D:
Community Garden Service Locations and Levels**

Location	Address	Service Levels
McCormick	2101 Grey Ave, Evanston IL 60201	5 x 95 gal carts
Twiggs	1901 Simpson St, Evanston, IL 60201	5 x 95 gal carts
Lawson Park	Deering Pk, Evanston, IL 60201	3 x 95 gal carts

Additional locations could be added in the future depending on the deployment of community gardens.

**Attachment E:
Holiday Schedule for 2026-2027**

Collections that fall on or after a set holiday have their service delayed by a day.

Holiday	Day of Week	Date
Thanksgiving Day	Thursday	November 27th, 2025
Christmas Day (Observed)	Thursday	December 25th, 2025
New Year's Day (Observed)	Thursday	January 1st, 2026
Martin Luther King, Jr. Day	Monday	January 19th, 2026
Memorial Day	Monday	May 25th, 2026
Juneteenth (Observed)	Friday	June 19th, 2026
Independence Day (Observed)	Friday	July 3rd, 2026
Labor Day	Monday	September 7th, 2026
Thanksgiving Day	Thursday	November 26th, 2026
Christmas Day (Observed)	Friday	December 25th, 2026
New Year's Day (Observed)	Friday	January 1st, 2027

**Attachment F:
311 Cart Maintenance Requests**

Following is data for the 2024 calendar year from residents requests around cart maintenance. The breakdowns below are provided for informational purposes only and have not been independently audited or verified and are based on the City of Evanston’s current 311 reporting records. Counts also do not reflect potential future scope or need.

Trash, Recycling, Yard Waste- Repairs/Replacement

Repair Needed	Recycling 65-gal	Refuse 65-gal	Recycling 95-gal	Refuse 95-gal	Yard Waste 95-gal	Total	Request Total
Lid Replacement	24	55	67	345	50	541	594
Body Damage	22	48	103	381	54	608	625
Select One	7	10	19	74	19	129	128
Wheels	1	0	3	0	8	12	15
Total	54	113	192	800	131	1290	1362
Request Total	54	113	195	803	131	1296	1383

Cart- Downsize, Upsize, or Remove

Request	Count
Downsize Recycling Cart	4
Downsize Trash Cart	59
Upsize Recycling Cart	14
Upsize Trash Cart	17
Remove Cart	91
Total	185
Request Type Total	244

Trash Cart, Recycling Cart- Missing

Request	Count
65 Gallon Recycling Cart	11
65 Gallon Trash Cart	17
95 Gallon Recycling Cart	54
95 Gallon Trash Cart	109
Total	191
Request Type Total	230