

Village of Mackinaw, Illinois
Request for Proposals (RFP)
Solid Waste Removal and Disposal

Issued: January 14, 2026

Proposals Due: February 5, 2026

LEGAL NOTICE

Solid Waste and Recycling Removal and Disposal

Proposals for the services described in this Request for Proposals ("Request") will be received at the address listed below until **February 5, 2026, at 10:00 a.m. Local Time.**

Proposals will be reviewed at the **Village of Mackinaw Board of Trustees Meeting on February 9, 2026, at 7:00 p.m.** Proposals not physically received by the date and time listed above will not be considered for award.

All proposals shall be addressed to:

Village of Mackinaw

Re: *(Vendor Name)*

Request for Proposals – Solid Waste Removal and Disposal

Attention: **Lisa Spencer, Village Clerk**

100 E. Fast Ave.

P.O. Box 500

Mackinaw, IL 61755

Proposal packets are available online at www.mackinawil.gov under the **Business** tab – **Bids & RFPs**. Packets may also be picked up at Mackinaw Village Hall, 100 E. Fast Ave., Mackinaw, IL 61755. Please contact the Village Hall to schedule a pickup time.

The successful proposer must provide a performance bond and proper insurance as provided in the Contract and comply with all applicable laws.

Each proposer shall submit its proposal as indicated in the Specifications and include all required signed supporting documents. No proposal shall be withdrawn for a period of thirty (30) days after the proposal acceptance date without the consent of the Village.

The Village reserves the right to reject any or all proposals and to waive any informality in proposals. Proposals will be evaluated based on cost, experience, responsiveness, and compliance with specifications. Final award of the Contract shall be made by the Village of Mackinaw Board of Trustees. The successful proposer and the Village shall execute a Contract within thirty-five (35) days from the award date. With service beginning July 1, 2026.

Questions regarding this Request must be submitted in writing to:

Lisa Spencer, Village Clerk
100 E. Fast Ave., P.O. Box 500
Mackinaw, IL 61755
Email: collector@mackinawil.gov

INTRODUCTION

1. Description of Work

The project consists of furnishing all labor, materials, equipment, and services necessary for **weekly curbside residential solid waste removal and disposal** and **monthly curbside recycling collection** for all residential units within the Village of Mackinaw, currently totaling **676 units**. The per-household rate shall be adjusted proportionally for increases or decreases in the number of residential units serviced as certified by the Village.

2. Equipment

All equipment required to perform the Contract shall be provided by the Contractor and included in the proposal pricing. Equipment must be in good working condition, safe for operation on Village streets, and utilize automated side-loader garbage trucks.

3. Term

The Contract term shall be **five (5) years**.

4. Insurance

Proposers must submit proof of insurance or an insurance binder with their proposal.

5. Payment

The Contractor shall invoice the Village monthly. The Village will bill and collect from residents and shall pay the Contractor regardless of the amounts collected. Payment shall be due within **forty-five (45) days** of receipt of a correct invoice. In the event of conflict, the Contract controls.

6. Conditions

The proposer is responsible for familiarity with all conditions, instructions, and documents governing this Request. Failure to do so shall not relieve the Contractor of its obligations.

- A. The Village is exempt from Federal Excise Tax and the Illinois Retailers' Occupation Tax; proposals shall not include these taxes.
- B. Proposals shall be itemized and include all delivery costs (FOB Destination).

- C. The Village reserves the right to add or deduct items from the base proposal at the prices indicated.
- D. All proposals shall remain valid for **thirty (30) days** from the proposal review date.
- E. Proposers must comply with all applicable federal, state, and local laws, including non-discrimination and prevailing wage requirements.

7. Equal Opportunity

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

8. Non-Discrimination

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

9. Proposal Review

Proposals will be reviewed and considered at the Village of Mackinaw Board of Trustees Meeting on **February 9, 2026, at 7:00 p.m.**

10. Non-Conforming Proposals

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

SPECIFICATIONS

- Proposals shall be submitted for curbside solid waste and recycling collection based on a monthly rate per household.
 - Curbside recycling at a minimum must allow the following:
 - Milk jugs
 - Soda and water bottles
 - Laundry soap jugs
 - Tin and steel cans
 - Cardboard boxes
 - Newspaper
 - Magazines
 - Phone Books
 - Office Paper

- Aluminum Cans
- Food Boxes

- The Contractor shall provide **one (1) annual curbside cleanup day**, coordinated with the Village, for bulk and bagged items (excluding hazardous materials, electronics, and items with protruding nails). The Contractor shall notify the Village Clerk of the scheduled date.
- Bulk item pickups outside the annual cleanup shall be provided with advance notice at a flat rate of **\$15 per pickup**, with **white goods at \$15 per appliance**. Contractor will bill residents separately for bulk item pickups outside of the annual cleanup. This is the only circumstance under which the Village shall not be responsible for payment to the Contractor. The Village bears no collection risk for resident billed bulk items and failure of resident payment does not affect Village service payments.
- Services shall apply only to residential customers within Village limits and exclude all commercial, industrial or non-residential properties.
- The Contractor shall annually adjust billing for residents who did not receive service for all or part of the year based on information provided by the Village.
- The Contractor shall furnish, at no charge:
 - Up to two (2) 95-gallon trash containers per household
 - Up to two (2) 95-gallon recycling containers per household
- Containers shall have secure lids and be maintained in good condition.
- The Contractor shall provide walk up service for elderly or disabled residents as designated by the Village. Walk-up service shall consist of collection from a location reasonably accessible to the residence and shall not include backyard or interior collection.
- The Contractor shall provide, at no additional charge, dumpster service at designated Village facilities as outlined in the proposal packet.

Location	Size of Container	Frequency
Village Hall, 100 E. Fast Ave.	2 yards	Weekly
Public Works Shop, 830 Smith St.	2 yards	Weekly
Community Center, 101 S. Orchard St.	2 yards	Weekly
Westwood Park, 502 W. Second St.	2 yards	Weekly
Brock Lake, 29550 E. Hoffman Rd.	2 yards	Weekly
Event Pickup	As Needed	2x Yearly

- Collection routes and schedules must be approved by the Village.
- Contractor must designate an office with adequate assistance to receive service requests and complaints from the Village, and a manager/representative with

whom the Village shall communicate as needed, together with a telephone number or other means of contact acceptable to the Village and keep that information current at all times.

- Contractor must provide the Village Clerk with a list of holidays when trash collection will not occur and substitute service notification. The Contractor shall provide the annual holiday schedule to the Village Clerk no later than January 31st of each calendar year. Contractor shall provide the recycling schedule no later than December 15th of each calendar year.
- Missed pickups shall be corrected within **twenty-four (24) hours** of Village notification.
- The Contractor must be licensed in the State of Illinois and comply with all applicable laws.
- Vehicles must comply with **ANSI Standard Z245.1** and display the Contractor's name and phone number.
- Contractor's equipment must be kept in proper repair and sanitary condition. Contractor shall not allow spillage or leakage from its equipment onto the Village's streets or roads.
- Contractor employees must wear identifying uniforms. Shirts are required at all times.
- Contractor must use, for disposal of waste, a disposal site that is in compliance with all laws, rules, and regulations that pertain to disposal of waste.
- The Contractor must maintain the following insurance minimums for the duration of the Contract:

All insurers must be acceptable to the Village, authorized to do business in the State of Illinois, and in compliance with the provisions of the attached specimen contract.

- Contractor must maintain and pay for all licenses and permits necessary to perform all aspects of trash and recycling collection for the Village and provide copies of same to the Village prior to beginning services and on request.
- The Village will be responsible for all resident service arrangements, billing, collection, and to coordinate resolution of resident complaints or problems regarding services.
- The Contractor shall provide the Village an aggregate statement of services, including changes to services (e.g., *starts and/or stops*) on a monthly basis. The Village shall process payment in its normal course of business and payment and make such payment within forty-five (45) days of receipt of the statement.
- The Contractor shall execute an agreement with the Village, a specimen copy of which is attached hereto, within thirty-five (35) days of notification of the acceptance of its proposal. The agreement shall not automatically renew without affirmative approval by action of the Village of Mackinaw Board of Trustees.

- In case of change in Contractor, the current Contractor shall cooperate with transition to a successor contractor, including container retrieval and service data transfer, at no additional cost. Containers provided to residents remain the Contractors property.

SPECIMEN CONTRACT

(Specimen Contract follows and is incorporated by reference without substantive alteration.)

CONTRACT

This contract is entered into this _____ day of _____ 2026, by and between the Village of Mackinaw, IL (Village) and

(Contractor) for services pursuant to the Village's Request for Proposals, Solid Waste Removal and Disposal, issued _____. The entire proposal package together with the Requests for Proposals, Contractor's proposal, and all exhibits and attachments to each, and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified. The Village assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Proposal Packet are incorporated herein.
2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and proposal. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this Contract.
3. **Term:** This Contract is for a term of five (5) years, unless terminated prior thereto as provided herein. This agreement shall not be renewed or extended without affirmative approval of the Village Board.
4. **Billing/Invoicing:** All billing and invoicing will be accomplished as provided in the Request for Proposals. After receipt of a correct statement, payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505 et. seq.;
5. **Insurance and Indemnity Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, together with their officers, agents, employees, and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers', agent's, employee's negligence in the performance of services under this Agreement. Contractor'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 the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies, or issuance of new policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired

and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. All insurers must be acceptable to the Village, authorized to do business in the State of Illinois, and in compliance with the provisions of the attached specimen contract.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

- a. Workmen's Compensation Insurance: All Liability imposed by Workmen's Compensation statute.
- b. Employer's Liability Insurance: \$1,000,000;
- c. Contractual Liability Insurance: \$1,000,000;
- d. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits;
- e. Commercial General Liability: \$1,000,000 (each occurrence);
- f. Bodily Injury: \$1,000,000 (each person)/\$1,000,000 (each accident);
- g. Property Damage: \$1,000,000 (each occurrence);
- h. Automobile Liability: \$1,000,000 combined single limit (each accident); and
- i. Umbrella Liability: \$2,000,000 (each occurrence)/\$3,000,000 (aggregate).

Contractor shall indemnify and hold the Village harmless of and from all claims, demands, suits, actions or loss arising from the provision of Services, except as to the Village's willful misconduct, to the extent permitted by law, including but not limited to reasonable attorneys' fees, costs and expenses incurred in defending such claim, demand, suit, or action.

6. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation:
 - a. Acts of nature;
 - b. Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement;

- c. Acts or war;
- d. Acts of civil or military authority;
- e. Embargoes;
- f. Work stoppages, strikes, lockouts, or labor disputes;
- g. Public disorders, civil violence, or disobedience;
- h. Riots, blockages, sabotage, insurrection, or rebellion;
- i. Epidemics or pandemics;
- j. Terrorist acts;
- k. Fires or explosions;
- l. Nuclear accidents;
- m. Earthquakes, floods, hurricanes, tornadoes, or other similar calamities;
- n. Major environmental disturbances; or
- o. Vandalism.

If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence, or it shall be deemed to be waived.

- 7. **Equal Opportunity and Non-Discrimination:** Contractor shall at all times be in full compliance with all applicable equal employment opportunity and non-discrimination statutes, regulations, ordinances, and policies. Contractor shall not discriminate on any illegal basis in the provision of the Services.
- 8. **Village's Remedies:** If, in the opinion of the Village, the Contractor has not or is not satisfactorily performing the Services, and within forty-eight (48) hours of receipt of a written demand from the Village, for performance, has not cured any defect in performance specifically itemized in such demand, the Village may, at its option:
 - a. Withhold payment;
 - b. Consider all or any part of this Contract breached and terminate the Contractor; or
 - c. Hire another contractor to cure any defects in performance or provide the Services for the remaining term of this Contract.

Any demand for performance shall be specifically delivered to the Contractor by personal delivery, certified or registered mail.

The Village will make periodic inspections and follow up as needed with the Contractor to discuss any issues.

In the event of Contractor breach, nothing contained herein shall be construed or interpreted to limit the remedies available to the Village in law or equity, and in the event of a breach the Village shall be entitled to recover from the Contractor its reasonable attorney's fees, costs and expenses incurred due to such breach.

9. Miscellaneous:

- a. This Contract shall be construed, interpreted and governed by the laws of the State of Illinois.
- b. Any claims arising from terms and conditions of this Contract shall be venued in the Circuit Court, Tazewell County, Illinois.
- c. This Contract is subject to approval by the Village Board of Trustees and shall not be valid or effective prior to such approval.

Contractor:

Village of Mackinaw, Illinois

Signature

Signature

By: _____
Print Name

By: _____
Print Name

Its: _____

Its: _____

Position

Position

Date: _____

Date: _____