

**INVITATION TO BID - Milan CURBSIDE RECYCLING
FOR THE VILLAGE OF MILAN, IL
INVITATION TO BID**

The Village of Milan requests bids for Single-Stream Curbside Recycling Services per the enclosed specifications. Bids shall be in a sealed envelope and clearly marked on the front “MILAN CURBSIDE RECYCLING ...**Do Not Open**”. Bids will be received at the Village Clerks Office 405 E. 1st St., Milan, IL 61264, until 3:00 P.M. (local time), on September 9, 2019 at which time they will be "publicly opened and read aloud" in the Village Council Chambers at the same address.

No electronically transmitted bids will be accepted. Any responses received after 3:00 P.M. on September 9, 2019 WILL NOT BE ACCEPTED.

Bids must be submitted on the required forms and signed by an authorized agent to be considered responsive to the request for bid. The Village of Milan reserves the right to accept or reject any or all bids, decide what products meet, exceed or are equal to specifications and to waive any technicalities. The Village of Milan reserves the right to cancel the bid request any time prior to the acceptance of the bid.

Questions should be submitted via email to Dave Pannell, Public Works Director at davepannell@milan.il.us or Mark D. Hunt, Finance Director at markhunt@milan.il.us.

The following items must be included with your bid or be subject to disqualification:

1. **Bid Specification Statement** – A signed statement indicating the bidder acknowledges and can meet the specifications for delivery of recycling services detailed herein.
2. **EEO Policy Statement** - Sign and date this page and include your own, if applicable.
3. **Bid Bond** - A certified check or cash bond, for five percent (5%) of the bid total.
Bidders are required to fill out the Bid Bond Form and submit it with each bid response.
4. **Contractor/Supplier Certification** - All bids must be accompanied by a completed Contractor/Supplier Certification, pursuant to 720 ILCS 5/33E-11.
5. **Equipment List** - All bidders will submit a list of prime equipment to be used.
6. **References** – List of references of previous commercial work, similar to the type and kind of work being performed for the Village of Milan.
7. **Collection Container Samples** – Samples or specifications representative of those to be used.
8. **Bid Cost Proposal Worksheet**: Complete and sign the attached worksheet.

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I. GENERAL CONDITIONS

1. Award of Bid – A contract will be awarded to the contractor submitting the lowest total bid, including any or all Alternates, provided the bid response is in the best interest of the Village of Milan.
2. Submit bid on forms provided (in duplicate), in a sealed envelope, clearly marked with the bid title “Milan Curbside Recycling...Do Not Open” on the outside.
3. All bids must be accompanied by bid bond, certified check or cash bond, for five percent (5%) of the bid total. Bidders are required to fill out the Bid Bond Form and submit it with each bid response. No bid will be considered without satisfactory provision of this item.
4. The successful contractor will be required to execute a written contract, with sureties (performance bond and insurance requirements), within thirty (30) days from acceptance of bid proposal. In the case of neglect or failure to execute contract, the five percent (5%) bid deposit shall be forfeited to the Village of Milan, IL, as liquidated and confessed damages.
5. Drawings, maps, specifications and estimated units are furnished for reference only. Contractors shall field verify conditions which could affect completion of work. Submission of the bid will be construed as evidence that such examination has been made, and later claims for labor or equipment required or for difficulties encountered will NOT be approved.
6. The Village of Milan reserves the right to correct accidental variances.
7. All bids must be accompanied by a completed Contractor/Supplier Certification, pursuant to 720 ILCS 5/33E-11 (bid rigging or bid rotating).
8. All bids shall remain valid for sixty (60) days, and any contractor submitting a bid agrees not to withdraw or modify their bid for this period.
9. The successful contractor is responsible for job safety for their employees and shall comply with requirements of OSHA, U.S. Department of Labor and Illinois Department of Labor.
10. The Village of Milan or its representatives shall have access to the work whether in preparation or in progress.
11. Request for payment shall be submitted to the Village of Milan upon completion of all work outlined in the specifications.

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12. Insurance Requirements:

The Contractor shall have and furnish insurance coverage and furnish Certificates of Insurance, in triplicate, with the Project Number, Purchaser's name and Contractor's name stated on the Certificate. Additionally, actual policies shall be furnished to the Village prior to execution of any contract. The coverage and amounts below are minimum requirements and do not establish limits to any Contractor's liability. Other coverage and higher limits may be provided at Contractor's option and expense.

- A. The Contractor shall carry or require that there be carried Workers' Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State or Territorial Workers' Compensation Laws. Workers' compensation, including occupational disease, as prescribed or permitted by law, in employer's liability, with a limit of not less than \$500,000 for each accident, \$500,000 for Disease Policy Limit, and \$500,000 for Disease each employee. The policy should include, when appropriate:
 - a. All states' endorsements, and
 - b. United States' Longshoreman and Harbor Workers' Compensation Act.

- B. The Contractor shall carry or require that there be carried Commercial General Liability Insurance with limits of \$1,000,000 to protect the Contractor and his subcontractors against claims for injury to or death of one, or more than one person, because of accidents which may occur or result from operations under the contract. Such insurance shall cover the use of all equipment, hoists, and mobile equipment on the site or hauling materials or debris from the site. Commercial general liability insurance for bodily injury and property damage with the combined single limit of not less than \$1,000,000.00 for each occurrence is required on a primary, noncontributory basis. Coverage shall be extended for endorsements made and exclusions removed, as follows:
 - a. Premises and operations;
 - b. Blanket contractual;
 - c. Personal injury liability (extending to claims from employees of Contractor);
 - d. Contractor's protective liability (for work let or sublet);
 - e. Products and completed operations;
 - f. Broad form property damage;
 - g. Explosion, collapse and underground damage (as applicable);
 - h. Professional Liability

- C. The Contractor shall carry or require that there be carried Comprehensive Auto Liability Insurance, including owned, non-owned hired or leased automobiles, used in connection with this work, with a bodily injury and property damage combined single limit of \$500,000.00 for each occurrence.

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- D. The Contractor shall carry or require that there be carried Excess and Umbrella Liability Insurance in the form following the underwritten coverages in the amount of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate. The Contractor shall indicate on the certificate of insurance that the Excess and Umbrella policy is following form.
- E. The Contractor shall carry or require that there be carried, Property Damage Insurance in the amount of not less than \$250,000 to protect him and his subcontractors from all claims for property damage which might arise from operations under this contract.
- F. The Contractor shall also obtain at his own expense and deliver to the Village an Owner's Protective Liability Insurance Policy naming the Village as the insured with the same insurance company with which the Contractor carries his Contractor's Public Liability Insurance and Automobile Liability Insurance, and in like amounts. In lieu, thereof, the Village of Milan shall accept being named as an additional named insured on the policy required in Paragraph "2" above and receipt of a duplicate policy. No policy will be accepted which excludes liability for damage to underground structures or by reason of collapse. At any time during the life of the contract should blasting be required, the Contractor will provide additional coverage to the Village for damage by reason of blasting or explosion prior to engaging in blasting activities. (Under "Persons Insured", the employees of the Village of Milan while acting within the scope of their duties" must be covered).
- G. In case any or all of this work is sublet, the Contractor shall require the Subcontractor to procure and maintain all insurance required under this contract, and in like amounts. The Subcontractor's policies shall be available to the Village upon request.
- H. Indemnify the Village - In addition to carrying the above insurance, the Contractor and his sureties will indemnify and hold harmless the Village and all of its officers, agents, and employees against any claims or liabilities arising from or based on the violation of any law, ordinance, regulation, or order, whether by himself or employees.
- I. All insurance policies are to be written by companies authorized to do business under the laws of the State of Illinois and acceptable to the Village of Milan, Illinois. Irrespective of any other requirements herein, the General Liability, Auto Liability and Excess and Umbrella insurance policies, shall each name the Village of Milan and its employees, acting within the scope of their duties, as additional insured for coverage. For the Worker's Compensation, Auto Liability and General Liability insurance policies, the Contractor must also provide a waiver of subrogation.

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13. Bids will not be considered unless the contractor offering the same shall furnish evidence satisfactory to the Village of Milan that they have the necessary facilities, ability, and pecuniary resources to fulfill the conditions and specifications.
14. Contractor Equipment: All bidders will submit a list of prime equipment to be used. In addition, this list will include back-up equipment available to complete the work. This information shall be submitted with the sealed bid. The Village of Milan reserves the right to consider this factor, along with price and quality of work performed for other customers, in making the final selection of the successful bidder.
15. Statement of References – Contractor shall provide a list of any current or previous contracts for similar services. List shall include the contracting agency, and years of experience in this field to be included in sealed bid.
16. Contract will not be awarded to any person or persons in arrears to the Village of Milan, upon debt of contract, or who is a defaulter as surety or otherwise upon any obligation to the Village of Milan, IL.
17. The Village of Milan reserves the right to accept any bid responses or category, waive formalities, and reject any or all bid responses or categories as its best interests may require.
18. Bid prices shall not include County, State, or Federal taxes.
19. The contractor shall comply with all applicable local, State, and Federal laws relating to fair employment practices and prohibiting discrimination in employment involving public funds.
20. Default – It is understood that the following events, or any one of them, shall be considered a material breach of and default by the contractor under contract for work:
 - A. Petition in bankruptcy.
 - B. Assignment for the benefit of creditors.
 - C. Refusal or failure to meet the specification or insurance requirements within seven (7) days after written notice by the Village that noncompliance exists. In addition, the Village reserves the right to withhold payment for failure to meet the specifications after such notice has been given.
 - D. Allowing insurance policies to lapse without replacement prior to lapse.
 - E. The consistent failure to pay just debts which result in lien or liens being filed against public funds.
 - F. Any other matter that the specifications expressly define as a material breach.

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The Village of Milan shall be considered in default under and default of this contract when any of the following events occur:

- A. Consistently fails to make payment upon receipt of a proper and timely demand within the time specified in this contract.
 - B. Any action that prevents the contractor, through no fault of their own, from performing under the contract for more than thirty (30) consecutive days.
21. The contractor shall obtain all necessary permits and licenses and comply with the Village of Milan and Rock Island County Ordinances.
 22. Change Orders – Any addition or subtraction of work by the contractor above and beyond that which is already mentioned, shall be done by written Change Order issued by the Village of Milan. The added or subtracted dollar amounts shall be reflected in each change order.
 23. Where the Village requests evidence of insurance policies, the policies provided shall be DUPLICATES, not copies.
 24. At the time of bid opening, the contractor shall furnish the following:
 1. **Bid Specification Statement** – A signed statement indicating the bidder acknowledges and can meet the specifications for delivery of recycling services detailed herein.
 2. **EEO Policy Statement** - Sign and date this page and include your own, if applicable.
 3. **Bid Bond** - A certified check or cash bond, for five percent (5%) of the bid total.
Bidders are required to fill out the Bid Bond Form and submit it with each bid response.
 4. **Contractor/Supplier Certification** - All bids must be accompanied by a completed Contractor/Supplier Certification, pursuant to 720 ILCS 5/33E-11.
 5. **Equipment List** - All bidders will submit a list of prime equipment to be used.
 6. **References** – List of references of previous commercial work, similar to the type and kind of work being performed for the Village of Milan.
 7. **Collection Container Samples** – Samples or specifications representative of those to be used.
 8. **Bid Cost Proposal Worksheet**: Complete and sign the attached worksheet.
 25. The Village of Milan has performed its statutory duty in enacting annually ordinances, requiring the payment of prevailing wages as therein determined on all public works projects for the Village. Therefore, the successful bidder shall be required to pay as a minimum the wages set forth by the Illinois Department of Labor and published on their website. If no wage is determined for a workman or category of workmen, to request a determination from the Village of Milan.

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SPECIFICATIONS

A. COLLECTION SCHEDULE

- The recyclable materials shall be collected on weekly or every other week. Currently, half of the Village is collected on Wednesday each week. The exception to this provision is when the collection day falls on one of the following Village of Milan recognized holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanks Giving, Day before Christmas, Christmas Day or Last Day of the Year. When collection day falls on a recognized holiday, service by contractor shall fall on the next regular workday.

- Recycled material shall be collected between the hours of 7:00 a.m. 5:00 p.m.

B. COLLECTION CONTAINERS

- Collection containers shall be the sole property of the successful bidder and shall be included in the bid proposal cost.
- Collection containers shall be blue, uniform in color and size.
- Collection containers shall be emblazoned with the word "RECYCLE" and the recycling logo, the vendor's name and phone number, and instructions for curbside recycling.
- Collection containers shall have a minimum volume of ninety-five (95) gallons.
- Collection containers shall have lids.
- Collection containers shall be provided and distributed and serviced by the successful bidder throughout the term of the contract. Examples of this service include, but is not limited to: graffiti removal, repair/replace damaged lids/hinges, repair/replace damaged wheels/axles. Service/repairs shall be completed within two (2) weeks by the contractor upon notification.
- Collection container samples or specifications representative of those to be used shall be provided to the Village of Milan for approval with the bid.

C. CUSTOMER SERVICES

- All customer services for curbside recycling shall be the responsibility of the successful bidder.
- All complaints shall be given prompt and courteous attention.
- All complaints regarding missed collections and litter shall be remedied on or before the next business day upon notification to the contractor.
- The successful bidder shall provide all residential customers with a local phone number and email address where they can register complaints or ask questions about their curbside service on a 24-hour per day, 7-days per week basis.
- The successful bidder shall provide Village of Milan staff with an after-hours contact person and a phone number by which they can be reached.

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- The successful bidder shall provide a monthly Customer Service Report which includes the number of issues reported, the types of issues reported, and an average amount of time taken to resolve the issues.

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D. CONTRACTOR'S EMPLOYEES

- The successful bidder's employees shall leave all collection points clean and litter free.
- The successful bidder's employees shall leave a tag as provided by the contractor, explaining why any item was not collected, directions on proper disposal, and a phone number for the contractor to be called with questions.

E. TRANSPORTATION/OWNERSHIP OF RECYCLABLE MATERIALS

- The successful bidder shall transport the collected recyclable materials to a licensed materials recycling facility.
- The successful bidder is responsible for ensuring that all local, State, and Federal laws and regulations are for the transportation and transfer of the collected recyclable materials.
- The successful bidder shall take title to the recyclable materials upon set out at the collection point.
- The successful bidder shall provide a monthly report detailing the amounts of recycle materials collected in the Village of Milan.

F. RECYCLABLE MATERIALS TO BE COLLECTED

- The successful bidder shall single-stream collect all paper, plastic, metal and glass materials including aseptic packaging for recycling:

Examples (Not an all-inclusive list):

Paper Products:

Newspaper, office paper, catalogs, magazines, phonebooks, cereal boxes, shoe boxes, corrugated cardboard, shredded paper, paper egg cartons, tissue boxes, mail, snack boxes, beverage cartons, books, cards/cardstock (non metallic), toilet paper/paper towel rolls, gable top containers (orange juice or milk cartons), fiber cans for chips/nuts/snacks

Plastic Containers (Plastics #1, #2, #3, #4, #5, #6 and #7):

Cleaners, food containers, bleach bottles, milk jugs, cooking oil bottles, pill bottles, cosmetic containers, lotion bottles, shampoo & conditioner bottles, soft drink bottles, detergent bottles, flower pots, water and juice bottles

Metal Containers/Materials:

Aluminum cans, aluminum pie plates, aluminum foil, tin food/beverage cans, coffee cans

Glass Containers:

Beer bottles, pop bottles, wine & liquor bottles, juice containers, food containers

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G. EDUCATION/MARKETING

- The successful bidder shall annually distribute information to each resident detailing acceptable and unacceptable materials, FAQ's and the contractor's contact information.
- The successful bidder shall be notified of all Keep Milan Beautiful activities and is encouraged to support the activities. These activities are typically cleanup events.
- The successful bidder shall have representatives available to make presentations at public meetings of the Village.
- It is the intent of the Village of Milan to partner with the successful bidder to increase awareness about recycling in an effort to increase the amount and quality of materials collected.

H. SCOPE OF CONTRACT

- The successful bidder shall complete biweekly collection of recyclable materials from approximately 1,700 residential customers located within the Village of Milan. The collection shall be completed as detailed in Section A. "COLLECTION SCHEDULE" above.
- The term of the contract shall be for ten (10) years. The successful bidder agrees that the Village of Milan may elect to extend the awarded contract upon mutual agreement in additional one (1) year increments for a maximum of five (5) years in addition to the ten (10) years specified herein above.
- The successful bidder shall submit monthly invoices to the Village of Milan. Payment from the Village of Milan will be made within thirty (30) days upon receipt of the contractor's billing statement.
- Upon request by the Village of Milan, the successful bidder shall provide certified payroll reports showing that all personnel utilized to complete services received appropriate prevailing wages.

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**POLICY STATEMENT
EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of _____ (insert firm name) to provide equal employment opportunity to all persons regardless of race, color, religion, sex or national origin. Accordingly, we will take Affirmative Action to insure that we will:

1. Recruit, hire and promote in all job classifications regardless of race, color, religion, sex or national origin.
2. Make promotional decisions that are in accordance with principles of equal opportunity by imposing only valid requirements for promotional opportunities.
3. Incorporate our equal employment opportunity policy in all personnel actions such as compensations, benefits, transfers, layoffs, returns from layoffs, company sponsored training, education and tuition assistance.
4. Conduct social and recreation programs sponsored by our agency without regard to race, color, sex and religion.

Firm Name _____

Authorized Signature _____

Title _____

Date _____

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CERTIFICATION

INCOMPLIANCE WITH 720 ILCS 5/33E-11

The undersigned individual certifies that he or she is not barred from bidding on this contract as a result of a violation of either 720 ILCS 5/33E-11 or 720 ILCS 5/33E-4, bid rigging or bid-rotating.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

SUBSCRIBED AND SWORN to before me on
_(Date)

Notary Public

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PARTNERSHIP:

The under signed certifies on behalf of the partnership named below that the partnership is not barred from bidding on this contract as a result of a violation of either 720ILCS 5/33E-3 or ILCS 5/33E-4, bid rigging or bid-rotating.

Further, the undersigned certifies and warrants that he or she is duly authorized to execute this Certification on behalf of the Partnership and in accordance with the Partnership Agreement and the laws of the State of Illinois and that this Certification is binding upon the Partnership and is true and accurate.

Partnership Name: _____

Signed by: _____

Business Address: _____

Business Phone Number: _____

Insert names and addresses of all partners:

SUBSCRIBED AND SWORN to before me on

_(Date)

Notary Public

**INVITATION TO BID - Milan CURBSIDE RECYCLING
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CORPORATION:

The under signed certifies on behalf of the corporation named below that the corporation is not barred from bidding on this contract as a result of a violation of either 720ILCS 5/33E-3 or ILCS 5/33E-4, bid rigging or bid-rotating.

Further, the undersigned certifies and warrants that he or she is duly authorized to execute this Certification on behalf of the Corporation in accordance with the by-laws of the Corporation and that this Certification is binding upon the Corporation and is true and accurate.

Corporate Name: _____

Signed by: _____

Title: _____

Business Address: _____

Business Phone Number: _____

President: _____

Names of Corporate Officers:

Secretary: _____

Treasurer: _____

Attest: _____

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BID BOND

PROJECT NO: BOND NO: _____

DESCRIPTION:

Know all men by these presents that _____ as Principal, and _____, a _____ corporation, as Surety, are held and firmly bound unto the Village of Milan, a municipal corporation in the County of Rock Island, State of Illinois, as Obligee, in the full and just sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal (bid) to said Village on a contract with said Village of Milan;

The condition of this obligation is such that if the aforesaid principal shall be awarded the contract, the said principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the principal and surety will pay unto the obligee the sum of money above stated, as liquidated damages and not as a penalty. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

SIGNED, SEALED AND DELIVERED _____, 20__.

Principal _____ (Seal)

By _____ Its _____

Surety _____ (Seal)

By _____
Attorney-in-Fact

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CASH BID BOND

I, the undersigned, acknowledge that is bound to the Village of Milan, Illinois, and for 5% of the total bid as liquidated damages and not as a penalty, to be paid to said Village if the proposal shall be accepted and the proposed contract awarded to and if shall fail to execute the contract within the time specified by the Instructions to Bidders, otherwise the obligation to be void. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

Dated this day of , 20__, at .

Name _____

Title _____

If certified check is submitted herewith, state check number; , and amount; .

If cash submitted herewith, state receipt number; , and amount; .

**BID COST
PROPOSAL**

Village of Milan, IL Bi-Weekly Residential Curbside Recycling Service.

The undersigned bidder does hereby declare and stipulate that this bid proposal is made in good faith, without collusion or connection with any other bidder for the same work, and that said proposal is made in pursuance of and subject to all terms and conditions of the foregoing instructions.

The undersigned, having carefully examined the form of contract and specifications therein referred to, hereby proposes to provide all necessary training, qualifications, staff, equipment, apparatus, or other means to provide bi-weekly residential curbside recycling service and to do all the work and furnish all the material and labor required, except where noted, to complete said work in the manner prescribed by the contract and specifications therefore, under the supervision and direction of the Village of Milan, IL, or its representative, for the following costs:

Year	Time Period	Household Monthly Cost	Village Monthly Cost	Village Annual Cost
1	Jan. 1, 2020 – Dec. 31, 2020			
2	Jan. 1, 2021 – Dec. 31, 2021			
3	Jan. 1, 2022 – Dec. 31, 2022			
4	Jan. 1, 2023 – Dec. 31, 2023			
5	Jan. 1, 2024 – Dec. 31, 2024			
6	Jan. 1, 2025 – Dec. 31, 2025			
7	Jan. 1, 2026 – Dec. 31, 2026			
8	Jan. 1, 2027 – Dec. 31, 2027			
9	Jan. 1, 2028 – Dec. 31, 2028			
10	Jan. 1, 2029 – Dec. 31, 2029			

Total Ten-Year Bid Amount: _____

Company Name _____

Address: _____ Phone: _____

Signature: _____

Printed Name and Title: _____



July 24, 2019

To: Bid Invitation Recipients and All Interested Parties

Fm: Mark D. Hunt, Finance Director - MDH

Re: Bid Alternate

On July 19, 2019, the Village of Milan issued an open Invitation to Bid for curbside recycling services. The original bid specifications included glass. Respondents should respond to the original bid specifications and provide an alternate bid that excludes glass, but keeps all other specifications the same.

Should you have any questions, please contact Dave Pannell at davepannell@milan.il.us or Mark D. Hunt at markhunt@milan.il.us.



August 5, 2019

To: Bid Invitation Recipients and All Interested Parties

Fm: Mark D. Hunt, Finance Director *-MDH*

Re: Bid Deadline and Opening Date

The bid response deadline and opening date for Milan's curbside recycling program has been extended to 3 p.m., September 9, 2019 at the Milan Administrative Building 405 1st St. East, Milan, IL 61264.

Should you have any questions, please contact Dave Pannell at davepannell@milan.il.us or Mark D. Hunt at markhunt@milan.il.us.