

MUNICIPAL WASTE PROCUREMENT TOOLS

From 2013 - 2015, Delta Institute conducted research on waste management practices in municipalities across Cook County to identify opportunities to maximize environmental and economic benefits. As part of this research, Delta collected and reviewed waste contracts from 128 municipalities, and these contracts revealed a wide variation in services, practices, and costs. Delta created these waste procurement tools to elevate best practices and help municipalities leverage their procurement process to improve diversion rates.

These tools are:

WASTE HAULING PROCUREMENT AND MANAGEMENT TIPS. Best practices and tips for negotiating future contracts and managing existing contracts.

MUNICIPAL WASTE PROCUREMENT RFP AND SUPPORTING TOOLS FOR MUNICIPAL DECISION MAKERS. Template Request for Proposals document and supporting documents required for procurement process.

For questions regarding the tools, please contact: Eve Pytel, Director of Strategic Priorities, at epytel@delta-institute.org or (312) 651-4338, or Martin Brown, Technical Associate, at mbrown@delta-institute.org or (312) 651-4335

ABOUT DELTA INSTITUTE

Delta Institute is a catalyst for environmental sustainability and economic development throughout the Great Lakes region.

Delta works in partnership with business, government and communities in the Great Lakes region to create and implement innovative, market-driven solutions that build environmental resilience, economic vitality and healthy communities.

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WASTE PROCUREMENT AND MANAGEMENT TIPS

INTRODUCTION

This section illustrates best practices for waste management procurement and provides questions that will help a municipality achieve some or all of the best practice components. These recommendations should supplement your community's standard procurement process and any existing local constraints, and offer suggestions and modifications to address the unique needs of a waste hauler contractual relationship.

SECTION 1: ESTABLISH EXISTING CONDITIONS.

The first step in determining the most beneficial waste contract provisions is to understand how waste is being managed, the services being provided, and how those services align with the needs of the community. Below are questions designed to help you get started assessing how waste is managed in your community.

Questions to Assess How Your Community Is Managing Waste

The purpose of these questions is to begin a discussion about waste handling and disposal that will allow the community to develop a request for proposal and contract that meets all the basic requirements for waste management. The questions are also intended to help identify opportunities for encouraging compliance, educating residents and businesses, and identifying options for diverting more items from the landfill. If your community has not adopted waste reduction or diversion goals, these questions may help to start the conversation about best practices and the community's overall sustainability plan.

1. What waste management services do you receive from your waste hauler(s)? The following are examples of services that waste haulers provide. Your community may accomplish these differently.

- Solid waste
- Recycling (aluminum, glass, cardboard, pallets, etc.)
- Leaf collection
- Yard waste
- Special collection for electronics (E-Waste)
- Special collection for household hazardous waste (HHW)
- Special collection for bulk trash or white idem

2. What is your community's current recycling rate?

3. Does your community have a waste reduction goal or target to control total waste disposed? This may take the form of a community goal to not dispose more than a certain number of tons per day or pounds per capita per day.

- Is your waste reduction target included in your current contract?
- Do you have a standard minimum recycling rate you are seeking to achieve?

- Have you considered implementing a Pay-As-You-Throw Program? (Residents/customers pay for solid waste per pound but not for recyclables, which has been shown to successfully drive up recycling rates, because residents seek to reduce out-of-pocket costs.)
- Have you considered executing a recycling rewards program? (In 2014, the City of Chicago provided gift cards to households whose recycling bins were contamination free.)

4. How might you leverage your procurement process for better pricing, better services, and/or performance?

- What are the most important factors when drafting your contract?
- Do you provide any incentives for waste haulers to provide recycling services?
- What obstacles do you think are currently hindering recycling implementation in your municipality?
 - Contamination?
 - Education?
 - Infrastructure?
- Where does recycling fall within your community's list of priorities?

6. How do you manage your waste hauler contracts?

- If you have not bid out a contract in more than 10 years, why not?
- What is the average number of bids you receive for solid waste? For recyclables? By having at least 3-5 bids you will be able to get market-based bids rather than the highest bid that a single respondent feels they can get away with.

The next step is to determine goals for your community, which sets the stage for education and outreach efforts. New or revamped services intended to meet quantified goals may require multiple, innovative options for residents and commercial operations to participate and comply, depending on the objectives of the community. Goals do not need to be lofty. If your community does not have recycling, instituting a recycling program is a major achievement. If your community wants to add a collection option that encourages more items to be removed from the waste stream, you can make your community even more sustainable.

SECTION 2: GET TO KNOW YOUR HAULERS.

This section provides a list of questions to ask your waste hauler or prospective haulers to determine what services the haulers are willing to provide. In some instances, municipalities may not be aware of the variety or customization opportunities for waste handling, if their contracts have not been revised and renewed recently.

Questions to Ask Your Hauler

These questions are intended to help the community learn about a waste hauler's experience, equipment and services at a basic level. The questions then move on to determine a hauler's flexibility, innovation, and willingness to be creative with services, scale, and pricing. This conversation is also a good opportunity to learn about best practices that are available in other communities served by this hauler. Learning about the hauler's experience in other communities, and following up with those communities, will also help frame both the contents of the contract and the ultimate choice of haulers.

1. What type of waste hauling services do you provide?

Primary:

- Refuse
- Recycling
- Yard waste

Secondary:

- Electronic component waste (E-Waste)
- Household hazardous waste (HHW)
- Scrap metal
- Food waste
- Bulk item or white goods

2. What collection options do you provide?

- Pickup days
- Frequency

3. What management control options do you have?

- Penalties for changes
- Contract period
- Renewal contract

4. How are containers handled?

- Container needs
- Options ,such as size and color,
- Charges for pickups
- Payment options for containers

5. Do you include recycling and collection services for municipal or civic organizations in your bid?

6. What is the primary challenge when responding to a municipal bid and how does your organization respond to these challenges?

7. What type of recyclables are eligible for pickup?

- Does it depend on municipality?
- What constraints do you have for types of recyclables that are eligible for pickup?
- What is the biggest barrier for picking up a wider variety of recyclables?
- What is the most common recycling collection technique being used by municipalities you serve? (Curb-side pickup, drop-off locations, recycling events, collection co-ops, etc.)

8. Do you find that incentives such as performance bonuses within a contract are motivating for your organization?

- If no, what about the incentive program design is not effective?
- If yes, how could more municipalities be encouraged to include more incentive options?

9. What type of innovative recycling and collection services could be created or modeled for municipalities?

10. What would you say makes your organization most competitive as a waste hauler for municipalities?

SECTION 3: REVISE YOUR WASTE CONTRACT.

If your community keeps disposal and recycling records, the change in participation by households and by tons will help track progress toward your goals. It will also help you track seasonal changes, costs-per-ton collected, and costs-per-household, all of which are helpful statistics for writing your next contract and designing your community education effort. If you do not keep records, a first goal is to start doing so. Be sure your record keeping is aligned with the materials collected.

The procurement process involves a series of decisions on the part of the municipality that should be made in consultation with municipal attorney review, specifically at the contractual stage.

Waste Hauler Contract Management Tips for Municipalities

Maximize the value of your contract.

- I. Be flexible. Flexibility on the part of your municipality may decrease overall costs. Waste haulers serve many different communities over the course of each week, and it is likely that some of the same pickup services are being performed in communities close to yours on specific dates. Communicate with your waste hauler on which days they perform tasks in neighboring municipalities. If your community has the flexibility to change to a more convenient pickup date for the waste hauler, their overall costs could be reduced potentially through decreased mileage and labor expenses, which can lead to a lower negotiated collection rate for the municipality.
- II. Lock in rates. Consider locking in your collection rates for up to three or four years. Most waste hauler contracts have a section that details incremental changes in rate charges through each year of the contract. If you are able, try to negotiate for the rates charges through each year of the contract. If you are able, try to negotiate for the rates to stay the same over longer periods of time.
- III. Look for additional value. Leverage the value of your contract to gain assets that are valuable to your community. The contract that you hold with your waste hauler results in a sizeable revenue stream for their company. Your community has the ability to leverage that value to receive various services that will make your overall contract more cost-effective. In some cases, municipalities have sections in their contracts that guarantee donated goods, such as solar-powered waste compactors for busy intersections, waste bins for all public parks within the municipality with free pickup, and classroom recycling presentations by waste hauler representatives in local schools. Assess your community's needs and negotiate with your waste hauler to include donated goods or services in your contract that will increase its cost-effectiveness and support your municipality's sustainability goals.

Ensure accountability and performance.

- I. Meet in person. It can be difficult to understand the responsibilities the waste hauler has to the municipality and the municipality to the waste hauler. Many municipalities find it useful to have an in-person meeting with authorized individuals from the waste hauler organization. In this meeting, both groups can ask for clarification of any sections of the contract, talk through any potentially problematic tasks or responsibilities, and better understand the agreement as it pertains to both parties.

- II. Keep a schedule. Make a calendar highlighting important dates or tasks, and share this with your waste hauler. Your contract will likely include various reports to be sent on a regular basis from your waste hauler, outreach events, or other tasks with associated deadlines.

- III. Prioritize customer service. Agree with your waste hauler on a single phone number and email address that residents can contact with questions or concerns. Cut down on inefficiencies and customer dissatisfaction by maintaining a single point of access through which residents can contact their waste hauler with questions, complaints, and problems.

- IV. Collaborate with haulers. Collaborate with your waste hauler on ideas for better practices throughout your municipality. Municipalities and waste haulers share the same goals in many of the stages of waste management, particularly recycling, in which the objective for both organizations is to promote best practices that create a clean recycling stream. This creates both a more sustainable community and enhances the value of collected items. By collaborating with your waste hauler to engage in educational efforts, host informational sessions, or sponsor community outreach events, more resources can be leveraged to ensure that the overall goal of the program is met.

- V. Manage reporting. The lack of reporting at the collection level makes it difficult to determine the tonnage being collected, its composition, and its final destination. This information, or lack thereof, impacts your community's ability to meet your overall sustainability goals and waste hauling and disposal goals, as well as your ability to draft appropriate contract language to ensure these goals are met at the lowest possible price. It also impedes your ability to create meaningful regional initiatives or leverage hauling costs with private sector contributions in the form of purchasing recyclables.

- VI. Accountability. In addition to receiving regular reports from your hauler, it's also important to check of the accuracy of that reporting. In-person spot checks of routes, materials, equipment, and participation is imperative to verify accuracy, determine if other information is needed, and see if community education efforts have been effective. A periodic check of complaint resolution is also necessary. Call five percent of complaints from customers to verify if the complaint record is accurate and the resolution reported occurred. This feedback can provide useful insights on how to improve service.

WASTE PROCUREMENT RFP AND SUPPORTING TOOLS FOR MUNICIPAL DECISION MAKERS

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This document was prepared by Cindy Winland, Eve Pytel, Anthena Gore, and Martin Brown.

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Home to approximately 5.3 million people, Cook County is an urban county in the upper northeastern section of the State of Illinois. Cook County contains 128 municipalities in its region, including the City of Chicago, which is the County seat where the central offices of Cook County are located.

I. EXECUTIVE SUMMARY

Residential waste management and recycling are critical functions of municipal budgets. Not only is waste management a significant cost to communities, typically costing 10-15% of a municipal budget¹, but when residents compare their services to other communities and complain to staff and elected officials, it is also a customer service and equity issue.² For these reasons, municipal leaders and staff benefit from making sure that costs are reasonable and the service level is appropriate for their community. Waste procurement is one of a municipality's most costly budget items, so it requires responsible and effective management. It also presents an opportunity to reduce costs and procure services that enhance quality of life for residents while promoting environmental health. Additionally, waste management provides opportunities to catalyze economic development and environmental stewardship. By improving waste management in Cook County, municipalities can maximize environmental and economic potential associated with a core municipal service.

Between November 2014 and January 2015, Delta Institute made Freedom of Information Act (FOIA) requests to 128 Cook County municipalities to secure residential municipal waste hauling contracts, and Delta's review of those contracts yielded broad discrepancies indicating a breadth of services and pricing. The vastly different procurement systems and interviews with staff, who manage their procurement process, suggested that improved procurement and contract management tools could be significantly beneficial to tax payers and municipal managers for both financial and environmental reasons. Cook County Department of Environmental Control (CCDEC), whose mission is to improve the quality of the environment and protect the public health of the residents of Cook County, is responsible for solid waste management planning for the county. For CCDEC, empowering Cook County municipalities to more effectively manage waste is particularly important, because Cook County's collective performance in recycling and waste management is worse on average than the rest of the United States. On average, Americans generate 4.4 pounds of waste per day and recycle or reuse 1.5 of those pounds.³ Cook County's per capita waste generation is above average at just over 7 pounds per day, and its recycling rate is below average.⁴

This guide supports Cook County municipalities by enabling them to secure better services for their residents and to potentially achieve savings. Further, this toolkit supports municipalities in achieving the goals of the 2012 Cook County Solid Waste Management Plan, which emphasizes source reduction while relying on reuse and recycling. This guide contains a model waste management RFP with annotations to describe key decision points, followed by an RFP attachments section and sample forms.

































¹ A review of 15 municipal budgets from the Chicago Metropolitan Region between January and March 2015 yielded that waste management was typically between 10%-15% of the overall budget. Smaller communities in the sample tended to pay more per household than larger communities.

² See the next page for a summary of services by municipalities.

³ <http://www.epa.gov/waste/nonhaz/municipal/>

⁴ Cook County Solid Waste Management Plan (2012)

II. COMMUNITY SNAP SHOT

Community	Home Rule	Population*	Households (HH)*	Median HH Income*	Waste Services**
Blue Island	No	 23,706	 8,013	 \$42,721	
Bridge View	No	 16,394	 5,679	 \$50,727	
Elk Grove Village	Yes	 33,127	 13,307	 \$67,983	
Evanston	Yes	 74,486	 30,047	 \$68,051	
Matteson	No	 19,150	 7,093	 \$66,847	
Northbrook	Yes	 33,170	 12,642	 \$109,241	
Oak Park	Yes	 51,878	 22,670	 \$75,118	
Robbins	Yes	 5,132	 1,900	 \$21,765	



10,000 people



5,000 homes



\$10,000



Waste Collection



Recycling



E-waste

HHW

Household
Hazardous
Waste



Compost



Bulk Service



Yard Waste
Collection

* Data from the 2010 US Census

** Services as described by the municipality's contract or official website

III. MODEL REQUEST FOR PROPOSALS

Instructions: This section describes the elements of the RFP that comprise the service agreement.

Please review the sample RFP and fill in the blanks where necessary. The blank spaces throughout the document represent information that is specific to your municipality and your timeline. Within some of the blanks, we have provided suggestions which are in brackets and highlighted in yellow (ex. **[Sample]**). The bulleted list below, titled “decisions/choices” summarizes the decisions you will have to make in order to complete the sample RFP. The following sample RFP is based on three sources, each represented by the uniquely formatted text through the document (see table below for sources and corresponding text format).

Text Type	Source
Sample text (Calibri, 11pt)	ILCSMA
<i>Sample Text (Calibri, 11pt, Bold, Italics, Purple)</i>	Delta Institute
Sample Text (Comic Sans MS, 11pt)	Other

Decisions/Choices:

- How many households will receive waste collection services?
- What municipal buildings/facilities/public spaces will receive waste collection services?
- Who will be the person of contact from the municipality?
- What is the length of the contract (years)?
- What is the maximum number of units a building can have to be included in this service agreement?
- Who is the liaison between the municipality and the hauler?
- What is the contract start date?
- How will the cost of yard waste collection be defined (i.e. cost per cubic yard or ton)?
- What is the additional cost (per hour) of emergency clean-up services?
- When does the adjustment for the compensation period change?
- When and where would you like the pre-bid conference to occur?
- To what address should bids be submitted?
- What should the performance bond be (\$)?

Disclaimer: This document is a model contract and requires legal counsel review before use.

REQUEST FOR PROPOSALS

1.1 Invitation to Bid

The Village/City/Town of [redacted] invites sealed Bidder's Proposals for refuse collection and disposal, and collection of recyclables and landscape waste for delivery to permitted and/or approved facilities from all single-family and multi-family dwelling units with individualized refuse collection located in the Village. The Village/City/Town of [redacted] estimates approximately [redacted] **municipal units**, [redacted] residential units to be served. The proposed scope of work is described in detail within this Request for Proposals. The Village/City/Town of [redacted] reserves the right to amend the RFP and reject any and all proposals. All correspondence, phone calls, and emails shall only be directed to the [redacted] **[Job Title]** at this the following email [redacted] and phone number [redacted].

This is a notice that the municipality is looking for service contractors and may include basic information, such as the number and type of units to be serviced.

Adding nonresidential unit collection increases volume and possibly economies in the collection process and

1.2 The Contract

The Village/City/Town of [redacted] has prepared the request for proposal and contract, which it intends to enter into with the Successful Bidder for performance of the Work. The Contract hereto attached as ATTACHMENT B is included and made a part of this Request for Proposals. The Request for Proposals shall be a part of the contract. Each Bidder shall carefully examine the proposal document before submitting a Proposal.

1.3 Proposed Collection and Disposal Program

1.3.1 Description of Program

The Village/City/Town of [redacted] desires to enter into a contract for a [redacted] year period with an option, at the Village/City/Town of [redacted]

The RFP should include as much detail as possible regarding the expectations for services being requested.

request, to extend an [additional three years], for refuse collection and disposal, and collection of recyclables and landscape waste for delivery to permitted and/or approved facilities from the Village/City/Town of and from all single-family and multi-family dwelling units of *units or less (if you wish to include commercial, institutional, or industrial properties, please consult your municipal counsel regarding franchise agreements)* with individualized refuse collection located in the Village. Collection location, method and frequency of the refuse, recyclables, and yard waste shall be based on the selected proposal or as accepted in an alternate proposal submitted by the successful Contractor that shall respond to the needs defined in the Request for Proposals.

The following is a detailed description of the requirements and services covered under this Request for Proposals.

1.3.2 Requirements applicable to all services.

(A) Reporting: The CONTRACTOR shall prepare and submit to the Village/City/Town of , reports detailing solid waste disposal, recycling, and landscape waste collection activities for the previous month by the [15th day of each month], including without limitation a report detailing all solid waste collection and disposal activities for the previous month. Upon request from the Village/City/Town, the CONTRACTOR shall report without limitation the tons of waste recycled, tons landfilled, name of the transfer station and landfills used, and a log of reports regarding any additional services such as leaf collection, Flexible dumpster/bag service, reporting each amount in tons. The CONTRACTOR shall comply with Cook County Department of Environmental Control reporting requirement.

Details matter!

This section describes what information is required in a report and at what intervals reports should be submitted.

Consistent reporting is the only way to determine if the requirements of the contract are being fulfilled, particularly in waste diversion objectives.

(B) Services to be rendered in workmanlike manner: The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient, and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns, or similar hindrances, all to the reasonable satisfaction of the Village/City/Town. All property which suffers damage caused by the CONTRACTOR, including but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage and at no extra charge to the property owner. The CONTRACTOR shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear

expected. The CONTRACTOR shall replace lids or covers on containers immediately after emptying. CONTRACTOR's employees, shall close all fence gates both upon entering and leaving premises and shall not cut across rear, front, or side yards, or flower beds to adjoining premises without permission of the owner.

- (C) Collection time: The starting time for the pick-up service described herein shall not commence earlier than [7:00 a.m.]. And end no later than [7:00 p.m.]. Monday through Friday. Collections cancelled due to agreed upon holidays or acts of God shall take place the day following the normally scheduled collection day.
- (D) Public Information: The CONTRACTOR, at its expense, shall be required to develop, print, and distribute to all residential customers annually and all new customers a brochure describing regular service throughout the CONTRACT period, a brochure approved by the Village/City/Town explaining the solid waste and recycling programs covered under this Request for Proposals. The brochure will include any potential method for residents to change their Refuse service. The CONTRACTOR shall issue the brochure every year or as mutually agreed between the CONTRACTOR and the [Job Title of waste contract manager or municipality] of the Village/City/Town. The Village/City/Town shall have editorial approval over said brochure. If the municipality has a Household Hazardous Waste program, the CONTRACTOR shall support and promote the Village's program to those entities receiving waste hauling services.
- (E) Customer Service Complaints:
- (i) *The CONTRACTOR shall designate a customer service liaison for the Village/City/Town and provide a local phone number for customer service assistance between the hours of [8:00 a.m. and 5:00 p.m.] Monday through Saturday, except holidays when there is no residential collection, to handle inquiries and complaints connected with services provided under this Agreement. If the Village/City/Town wishes, it may, at its own expense, cause an extension of a Village/City/Town telephone line to be placed in the CONTRACTOR's office or otherwise forward such calls to provide for the direct handling of service complaints from residents. All complaints shall receive prompt and courteous attention from the CONTRACTOR.*

(ii) On a monthly basis, the CONTRACTOR will provide the Village/City/Town with a report on all complaints received. The report shall include the number of calls received and a summary of specific complaints. Complaints alleging missed collections shall be investigated promptly, and, if verified, the CONTRACTOR shall arrange for collection within one business day of the complaint. The CONTRACTOR further agrees that its collection supervisor or foreman shall, on the date of collections under this Agreement, spend such time within the Village as shall be necessary to adequately supervise the collection operation and to give prompt attention to complaints.

Customer service matters!

This section describes the process for handling customer complaints and reporting the resolution of those complaints

If the CONTRACTOR is unable to resolve a complaint in a satisfactory manner within 72 hours after receipt of a complaint, notice shall be delivered to the Village Environmental Services Manager stipulating the name and address of the resident, date and time of complaint, nature of complaint, and the CONTRACTOR'S response. The Village Environmental Services Manager or the Manager's designee shall intervene, mediate the dispute, and render a final decision binding on the CONTRACTOR.

*(iii) Disputes with Citizens. Where a dispute arises between a Residential Unit and the CONTRACTOR as to the manner of placement of waste, but not whether the substance is collectible, the CONTRACTOR agrees to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR will immediately report the controversy to the **Village Manager**, or his designee, whose decision shall not be unreasonable but shall be final, conclusive, and binding on both the Village/City/Town and the CONTRACTOR.*

1.3.3 **Contractor Requirements**

- (A) The CONTRACTOR shall have available for use throughout the contract term a publically permitted site for the disposal of all Municipal Waste under this Agreement. The CONTRACTOR must request approval from the Village in any change in waste disposal location.
- (B) In the event that any of the CONTRACTOR'S employees is deemed by the Village/City/Town of [redacted] to be unfit or unsuitable to perform the services required under the terms of this proposal, then, upon request of the Village the CONTRACTOR shall remove such employee from work within the Village/City/Town and replace him/her with a suitable and competent employee.
- (C) The CONTRACTOR shall maintain an office and telephone, toll free, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate; if verified, the CONTRACTOR shall arrange for pick-up of said waste the business day immediately following the day the complaint is received. The CONTRACTOR shall report weekly to the Village/City/Town of [redacted] the status of service calls or complaints and shall maintain a daily log of such calls or complaints received, the record of which shall be open to the Village/City/Town of [redacted] for inspection at any reasonable time.
- (D) The CONTRACTOR shall designate in writing the person to serve as agent for the CONTRACTOR and liaison between his organization and the Village/City/Town of [redacted].
- (E) The CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of Cook, and Village/City/Town of [redacted] relating to the services required under the terms of this proposal, use of premises and public places, and safety of persons and property.
- [F] The CONTRACTOR who is awarded the contract shall be required to make an initial,

These are basic requirements for doing business with the Village. The CONTRACTOR shall have an EPA permitted site for disposal, remove poorly performing employees, maintain office hours, have a designated agent, comply with all applicable laws, and make an accurate count of units to be serviced.

accurate count, by individual street address or area, during the first month of service under the contract, of all dwelling units to be serviced under the terms of the agreement. Annually, the CONTRACTOR must provide an account of the number of homes receiving service. This number must be provided at the anniversary date of the contract. The Village shall review the count.

1.3.3.1 **Program Descriptions**

(A) Municipal Waste Collection

(I) Definitions:

(a) "Municipal Waste" means garbage, refuse, industrial, lunchroom, or office waste, and other material resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities which are not defined as RECYCLABLES or LANDSCAPE WASTE. Municipal waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle.

(II) Service Levels:

(a) Frequency of Collection: Once-per-week.

(b) Start Date: Shall be Monday, , 20

(c) The CONTRACTOR will be responsible for establishing a collection schedule for the Village/City/Town of , subject to approval by the Village/City/Town of , which shall remain consistent throughout the life of the contract.

Bulk collection helps to reduce fly dumping in others' dumpsters, open fields, and collections of junk in yards.

(d) **SPECIAL PICK-UP AND OPTIONAL SERVICE:** All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include white goods, auto parts, and large amounts of building materials (including lumber, structural steel, concrete, bricks and stones), heavy appliances, pianos, and such other bulky items that require more than one person to handle. The CONTRACTOR shall provide a customer with an estimate of the cost of a special pick-up service, for those items not listed as BULK ITEM SERVICE. The cost of such service shall be agreed to by the customer and the CONTRACTOR prior to rendering the service. Special pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer.

An additional charge for white goods containing Freon may be assessed for the removal of Freon in order to render white goods capable of proper disposal. White goods shall be recycled for the scrap metal content of the item or recycled in such a manner as technology shall allow.

(e) **ANNUAL SPRING CLEAN-UP PROGRAM:** The CONTRACTOR will provide an annual spring clean-up to take place during the month of May. This service will provide for the curbside collection and disposal of large and bulky items not ordinarily collected. This service will be provided at no additional cost to any residential customer. The Village/City/Town of will publicize the collection day for each area.

- (III) Location of Service: All containers shall be placed appropriately for collection by the resident, on the day of scheduled collection, by 7:00 a.m..
- (IV) Containers: An acceptable container shall be of standard waterproof construction of durable metal or plastic material, with a tight fitting cover and with handles suitable for lifting by one (1) person. Except as hereinafter provided, such containers shall have a capacity of not less than ten (10) gallons nor more than thirty-three (33) gallons.
- (V) Toter Carts: If selected by the Village/City/Town, the CONTRACTOR will provide and distribute at no-charge an approved sixty-five (65) gallon or ninety (90) gallon "toter" cart. Additional "toter" carts may be obtained at resident's cost.

- (VI) Public Building Collection: The CONTRACTOR shall be required to collect municipal waste and recyclable materials from containers in public areas as described herein. The municipal buildings included in this service are described in ATTACHMENT D.
- (VII) Disposal: All waste, as defined in this section, shall be removed from the Village/City/Town of [redacted] at the close of each day of collection and shall be disposed of at a lawfully operated facility(ies), as described in Section 1.3.3 A, located outside the Village/City/Town and at the CONTRACTOR'S sole expense.
- (VIII) Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all municipal waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR will use care to see that no litter or scattering of waste material occurs by providing a suitable covering.

(B) Landscape Waste Collection

(I) Definitions:

(a) "Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described at 415 ILCS 5/3.20.

(b) "Fall Leaf Collection" means the raking into the street, collection and removal of leaves during the fall for a period of eight (8) weeks.

(II) Frequency of Collection: Once each week from April 1 through November 30 of each year.

(III) Service Levels: The resident may select one of the three service levels. The resident cannot switch from a pay-per-bag/tag system to any other service after September 1 without paying a Landscape Start-up Fee, which must be disclosed to the Village/Town/City by the CONTRACTOR on July 1 of each year.

Allowing residents to select service levels enables residents to customize service to their needs. This is especially important when adding a new service implying a new cost.

Some communities provide a single option and others provide multiple.

Six containers a week is suggested by ILSCWMA.

- (a) *Unlimited collection of containers or totes (as defined herein).*
- (b) *Pay-per-bag/tag system. One paid tag shall be required for each Container of landscape waste placed out for collection.*
- (c) *Subscription Service. Up to [six containers per week] .*

(IV) Location of Service: Landscape waste pick-up shall be at the curbside in front of the dwelling unit to be served or the edge of the public street in front of the dwelling unit or *otherwise prescribed by the Village.*

A municipality can leverage its contractor to purchase or replace containers or totes.

(V) Containers: *The CONTRACTOR shall collect unlimited amounts of Municipal Solid Waste in Containers. If the Village selects Toter Carts, then the CONTRACTOR must collect one large item less than (50 pounds) in weight outside of the Toter Cart.*

- (a) Biodegradable paper "kraft"-type bags, up to thirty-three (33) gallons in capacity.
- (b) Metal or plastic cans up to thirty-three (33) gallons in capacity, not exceeding fifty (50) pounds each.
- (c) Landscape waste, including brush and other branches four (4) inches or less in diameter, too bulky for placement into kraft paper bags or cans may be securely tied with biodegradable string or twine, in bundles not exceeding four (4) feet in length and fifty (50) pounds in weight.

(VI) Christmas Trees: Residents may also place on the curbside, until January 25, their discarded Christmas trees for pick-up by the CONTRACTOR following the Christmas holiday.

(VII) Fall Leaf Collection:

Fall leaf collection helps to improve storm water flow, avoid leaves freezing in the street, and reduces collection of yard waste in the spring.

(a) *Collection Period: The CONTRACTOR shall collect leaves during the fall season for a period of eight weeks. The Village/City/Town shall select the beginning date and duration of the program during which the CONTRACTOR shall collect leaves. If the collection is prolonged due to bad weather, the Village reserves the right to extend the collection program at no additional cost provided, however, that leaf collection shall not be performed for more than*

eight individual weeks, said extension being created by postponing collection for a given week and adding a week after the originally scheduled completion date.

- (b) Public Notice:** *The CONTRACTOR shall print in the local newspaper (Name of paper) a schedule and map for each of the [four] collection areas designated by the Village. The CONTRACTOR shall print the schedule and map [once] per season.*

Dividing a mid-size community into quadrants for service is a best practice, as is providing the schedule and map once a season.

- (c) Collection Frequency:** *Each collection area shall receive at least [one] [1] collection every week during the Fall Leaf Collection period, with the last collections occurring at or near the end of the designated leaf collection period.*
- (d) Collection Method:** *Customers must rake leaves to the street gutter. The Village shall push leaves into piles and the CONTRACTOR shall collect those leaf piles for delivery to a composting facility or land application site for each separate collection.*
- (e) Equipment:** *The CONTRACTOR shall have all the necessary equipment to maintain the scheduled collection which may include: "pushers", "dustbins", and packer trucks and or other equipment approved by the Village. The CONTRACTOR shall provide radio units or cell phone numbers to maintain contact with Village pushing crews.*
- (f) Leaf Collection Cost:** *The Village shall pay the CONTRACTOR \$ [] upon the successful completion of the Fall Leaf Collection Program. The Village Manager or the Manager's designee's determination of what constitutes a successful completion of the Program shall be conclusive and binding on the Parties.*

- (VIII) Disposal:** All landscape waste shall be disposed of in a lawful manner. Disposal options include publicly permitted landscape waste composting

facilities or under a land application permit. The CONTRACTOR must notify the Village/City/Town and the Village/City/Town must approve a change in the disposal location.

To ensure that your community's vendors and its partners are in compliance with county or state laws, it is important to find out where materials are going and if those destinations are in good standing with Cook County and State of Illinois.

(C) Recyclables Collection

The CONTRACTOR shall deliver all collected recyclable materials to the _____ (FACILITY) in _____. The MUNICIPALITY may terminate the CONTRACT if the CONTRACTOR is prohibited from making deliveries to the FACILITY or if the destination of recyclable materials changes without notification and approval by the MUNICIPALITY.

(I) Definitions:

(a) "Recyclable Material" means all residential recyclable material collected by Haulers within the jurisdiction of the Village/City/Town of _____. For the purposes of this definition, "residential" shall be determined by the terms of this Request for Proposals and Contract.

(b) "Commingled Recyclables" means source-separated, commingled, and/or pre-sorted materials delivered to the Designated Facility consisting of ferrous metal cans, aluminum containers, glass, and plastic, which shall include HDPE, PET-ridged household containers, and plastics 1 through 7.

(c) "Paper Recyclables" means source-separated, commingled, and/or pre-sorted paper products delivered to the Designated Facility consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard.

(d) "Recyclable Material" or "Recyclables" means, single-stream, commingled recyclables, and/or paper recyclables, which generally conform to the specifications set forth in Attachment I, or other materials which the Village/City/Town of _____ and the CONTRACTOR by mutual agreement may designate as Recyclable Material from time to time.

(e) "Single Stream" commingled recyclables and paper recyclables collected at the curbside by the CONTRACTOR and not separated in two different compartments.

(f) "Ton" means two thousand (2,000) pounds avoirdupois.

(II) CONTRACTOR Obligations:

(a) Disposal: No materials collected as recyclable materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.

(b) Fees: The CONTRACTOR shall pay the fees, or collect the amounts due, for delivery of recyclable materials.

(c) Frequency of Collection: Collection shall be once per week. The collection shall be on the same day as municipal waste collection.

(d) Location of Service: Curbside pick-up shall be at the curbside in front of the dwelling unit to be served.

(e) Service Level: Unlimited collection of the recyclable materials defined hereinabove.

(f) Containers: The MUNICIPALITY requires the distribution of one recyclable container to each residential unit under the terms of this CONTRACT.

While municipalities may seek provision of new containers through the waste contract, they may also seek to reduce costs by utilizing existing containers.

Requiring a 65-gallon toter encourages recycling. If there isn't enough space in the recycling bin, residents may place recyclable material in their waste bins.

(g) Toter Cart Option: The containers shall be designed with wheels and a capacity of either ***thirty-five (35) gallons or sixty-five (65) gallons*** with a minimum of ***twenty-five (25) percent post-consumer recycled content*** as provided by the CONTRACTOR ***at the resident's choice***.

(h) Public Building Collection: The CONTRACTOR will furnish containers and collection service once a week, or as appropriate, for office generated recyclables and any public recyclable receptacle as the Village may request without cost to the Village. See Attachment I for a listing of the facilities to receive this service.

(i) Revenues: The CONTRACTOR shall keep all proceeds from the sale of recyclable materials. The CONTRACTOR agrees to provide a monthly accounting statement, pertaining to the Village/City/Town of , detailing the volume of recyclable materials collected.

- (j) Processing of Recyclable Material: The CONTRACTOR shall collect, separate and process all recyclable material to facilitate the sale of recyclable material to remanufacturers for post-consumer use. The CONTRACTOR shall not deposit any recyclable material at a landfill or waste incinerator without prior written approval of the Village/City/Town.

(D) Bulk item and special pick-up collection service:

Offering an easy user-fee method to pay for bulk item collection encourages appropriate disposal and discourages collecting junk.

- (I) *“Bulk items” are defined as: any white goods and any item of municipal solid waste that exceeds the capacity of the customer's collection container including discarded furniture, water tanks (capable of being handled by one person), trash items not exceeding ninety (90) pounds in weight, and rolls of used carpeting.*
- (II) *“Bulk item collection”:* Each residential unit may place out for collection one bulk item per week, provided that they attach **two** municipal solid waste stickers to the bulk item. However, customers may place out for collection more than **one** roll of carpeting, provided that they affix **two (2)** municipal solid waste stickers to each roll of carpeting, and that each roll of carpeting shall not be more than **fifty (50)** pounds in weight or longer than **four (4) feet** in length (folded over). The customer will need to arrange for a special pick up for the disposal of any waste greater than one bulk item per week.
- (III) *“Bulk item collection costs”:* The CONTRACTOR shall supply to the **Village/City/Town** a sufficient quantity of printed municipal solid waste stickers for sale to customers at the rate **one dollar and 25/100 or \$1.25** per sticker for the collection and transportation of bulk items. The CONTRACTOR will be solely responsible for printing municipal solid waste stickers and distributing them to the Village for sale to residential units at the **_____** Village/City/Town hall and at any participating Village/City/Town vendors selected by the **Village/City/Town** at its sole discretion.

(E) Customer requests for special pick-up services

- (I) *Special pick-up defined: Special pick-ups are the curbside or alley pick-up of large quantities of municipal solid waste, more than one bulk item, or large unbundled quantities of landscape waste.*

(II) Service availability: Special pick-ups are available to any customer provided the customer contacts the CONTRACTOR to schedule the pick-up and determine the cost.

Special collection is a great service to the community and allows the hauler to set this price and timing so that it can be done in a cost-effective way.

(III) Determination of cost and scope of service: The CONTRACTOR shall advise the customer directly of the terms of a special pick-up (e.g. the material will be collected, date of the pick-up, policy on advance estimates of charges, and the like).

The CONTRACTOR shall provide the customer with an estimate of the cost of the requested pick-up within one business day after receiving a pick-up request. The CONTRACTOR shall bill the resident directly for the cost of bulk pick-up of municipal solid waste at the rate of \$_____/per cubic yard for collection, plus \$_____ per cubic yard for disposal provided that the first cubic yard per customer per year shall be free. On or before the fifteenth of each month, the CONTRACTOR will rebate the disposal charges to the village. CONTRACTOR shall charge the resident for bulk pick up of landscape waste as set forth in section _____.

The CONTRACTOR and the customer shall agree to the cost of the removal, in writing, prior to the special pick-up.

(F) Village clean-up requests

Immediate clean-up after natural disaster events, such as flooding, but also human-made disasters, such as mass dumping, discourages others from using the area for dumping and public health.

(I) Emergency requests for public service: At the request of the village, the CONTRACTOR shall provide the services offered under this 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 CONTRACTOR's obligation to provide collection services under this subsection shall be limited to **thirty (30) hours per year. The CONTRACTOR's obligations under this section do not include locations serviced by any other third party waste collection company. The CONTRACTOR shall charge the Village for additional costs at a rate of \$_____/per hour. The CONTRACTOR may be requested to respond to the village's request for these services within a twelve (12) hour period in the event of an emergency.**

(II) Special event clean-up: Upon the request of the village, the CONTRACTOR shall furnish sufficient recyclable material and municipal solid waste collection containers and collect, remove, and obtain final disposition of those materials in conjunction with **three village festivals to be named at the discretion of the**

Tire removal is the single most effective way to discourage mosquito breeding grounds without a pesticide spraying program.

*Village, each being a maximum of **two days**. Such containers and collection services shall be at no charge to the Village.*

- (III) **Earth Day:** On the day designated by the Village as Earth Day, CONTRACTOR shall provide, at no additional cost to the Village: (i) a drop-off location for auto tires, white goods, and such other materials as may be mutually agreed upon by the Village and CONTRACTOR; and (ii) same day collection of recyclable materials, landscape waste, and solid waste generated by clean-up by residents and volunteers along streets designated in advance by the Village. Items collected on Earth Day shall be combined, packaged, or bundled as the Village and CONTRACTOR mutually agree.*
- (IV) **Alley clean-up:** The CONTRACTOR shall provide **1,000 municipal solid waste stickers** to the **Village/City/Town** per year at no cost in support of the alley clean-up program.*
- (V) **Streetsweeper disposal:** The CONTRACTOR shall **provide two 20 cubic yard roll-off containers** for use by the **Village street department** as necessary for the removal of debris generated by Village street sweepers, including sweeper brooms. The CONTRACTOR shall provide this service on an "on-call" basis. One roll-off container shall be located at the village public works yard, and one container may be used at revolving locations as needed at the rate of **[one hundred fifty dollars (\$150.00)]** per "pull."*
- (VI) **Village requests for private service:** In order to protect the public health, safety, and welfare, at the request of the Village, the CONTRACTOR shall collect quantities of municipal solid waste, recyclable material, landscape waste, white goods, and bulk items left at the street curb or alley without proper preparation in unusual circumstances (e.g. Evictions or "skip-outs") and shall bill the property owner for the actual cost thereof. The **Village/City/Town** agrees to assist the CONTRACTOR in identifying the property owner(s) for this purpose.*

(G) Flexible Dumpster/Bag service

Haulers may choose to locate flexible small dumpster/bag services in individual driveways to limit debris in the street.

- (I) **Flexible dumpster/bag defined:** A flexible dumpster/bag is a flexible container that holds up to 3 cubic yards or up to 3,300 pounds of debris and is appropriate for renovation or clean-up projects or other activities that generate large volumes of refuse which do not require a full roll-off box.*

- (II) *Flexible dumpster/bag service availability: The CONTRACTOR shall provide “flexible dumpster/bag” and flexible dumpster/bag collection service to anyone in the Village, including those who are not the customers as defined in agreement.*
- (III) *Flexible dumpster/bag use rules: Customers using the “flexible dumpster/bag” service shall be required to obtain **an obstruction permit** from the Village. Flexible dumpster/bag may only be placed in the street at the curb and not in the alley.*
- (IV) *Collection: Customers shall make their own arrangements for collection of the Flexible dumpster/bag by the CONTRACTOR. The CONTRACTOR shall charge customers **_____** for collecting a flexible dumpster/bag.*
- (V) *Cost: The CONTRACTOR shall provide flexible dumpster/bags to the City/Village/Town for \$ **_____** each or its use.*
- (VI) *Recycling Carts*
 - (a) *Customers must place all recyclable materials in the recycling carts. Recyclable materials shall be collected in a single-stream recycling collection, such that all recyclable materials may be commingled into the **recyclable** cart or other container designated for such purpose.*
 - (b) *The CONTRACTOR has provided **64-gallon** blue recycling carts to each Residential Unit. The CONTRACTOR will provide new **96-gallon** replacement blue recycling carts when existing carts are damaged, broken, or become otherwise unsuitable for receptacle purposes, and new **96-gallon** blue recycling carts to new residents, at the cost of the CONTRACTOR. The CONTRACTOR shall provide all such containers and will deliver any additional or replacement blue recycling carts at the request of the Village.*
 - (c) *The CONTRACTOR shall provide up to **twenty-five (25) 32-gallon** central recycling containers or up to **seventy-five (75) desk-side** (classroom) containers free of charge to be used in schools as requested.*
 - (d) *The CONTRACTOR shall provide **twenty (20) 96-gallon mobile carts** for the collection of recyclable materials in Parks at no cost. The CONTRACTOR will provide collection service for these carts at **one** central location once per week at no cost.*

Sharing services with other local taxing bodies, such as schools and park districts, can both save money and reduce administrative burden.

(e) The CONTRACTOR may request changes, modifications, or alterations in the manner in which residents set out recyclable material for collection in order to accommodate changes in collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's approval.

Solar-powered compactors draw attention to alternatives in waste treatment and disposal.

(VII) Solar-Powered Compactors: The CONTRACTOR will donate [10] Solar Powered Compactors and Recycling Kiosks to replace existing receptacles in high-traffic areas of the Village. These units will be placed in locations designated by the Village. Collections of these receptacles, including refuse and recycling, will be the responsibility of the Village.

1.3.3.2 Payment and Billing of Accounts

- (A) The Village requires the CONTRACTOR to bill the customers individually: The CONTRACTOR will perform the billing and collection of fees from serviced dwelling units. Residents will be billed on a maximum 4-month cycle. Payments will not be due prior to halfway through the service periods covered in the invoice. If deemed necessary, the Village may modify any of its regulatory ordinances regarding health, welfare, and safety to insure that the Village residents adhere to this contract and the services provided hereunder.
- (B) Right to Audit: The Village/City/Town of [redacted] reserves the right to audit the CONTRACTOR's records as follows:
 - (I) The Village/City/Town of [redacted] shall have the authority to review and audit all records and receipts of the CONTRACTOR regarding this contract. The CONTRACTOR shall be given ten (10) calendar days' notice of the review or audit.
 - (II) The CONTRACTOR shall keep its books and records in such a manner as will readily facilitate the assessment of the CONTRACTOR's billing, collecting, and recycling activities in the Village/City/Town of [redacted].
- (C) Adjustment of Compensation Upon Change of Disposal Costs: [Sixty (60)] days prior to anniversary of the Start Date of each year, beginning the second year of the CONTRACT term [(20)], the amount payable to the CONTRACTOR for services shall be increased or decreased as follows:
 - (I) Adjustment I – Refuse: 35% of the percentage increase of the landfill price for compacted yards or tons (whichever is applicable) shall be applied to the current monthly per unit rate as of September 1st of each year. The base landfill rate shall be

disclosed on Attachment B.

(II) Adjustment II – Landscape Waste: 35% of the percentage increase of the compost site or land application site price for compacted yards shall be applied to the current monthly per unit rate as of **September 1st** of each year. The base landscape rate shall be disclosed on Attachment B.

(III) Adjustment III – Chicago Area Consumer Price Index (CPI): 65% of the percentage increase of the Chicago Area CPI as reported on an annualized basis shall be applied to the current monthly per unit rate as of **September 1st** of each Contract year.

(IV) Example:

(V)
Refuse Rate Municipal Waste Collection and

Recyclables per Unit per Month:	\$10
Landfill Rate:	\$30 per ton
New Landfill Rate:	\$32 per ton
Landfill Rate Percentage Increase:	6.25%
Chicago CPI Increase:	120.5 to 123.5 or 3.0
Landfill Rate Increase:	6.25 X 35% or 2.187
CPI Increase:	3.0 X 65% or 1.95
Total Increase:	2.187 + 1.95 = 4.137%
Revised Rate Per Month:	\$10 X 1.04137 = \$10.41

(V) The MUNICIPALITY reserves the right to request such other information, from the CONTRACTOR as may be necessary to evaluate any proposed rate increase or decrease. All requests shall be reviewed by the Municipality and the rate adjustment authorized shall effective September 1st.

1.3.3.3 **Failure to Perform - Insolvency - Non-Assignability**

(A) In the event the CONTRACTOR in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables, and landscape waste as required of it herein for any one (1) week:

- (1) The CONTRACTOR shall give immediate notice to the Village/City/Town of [REDACTED] of such failure in writing stating therein the reasons for such failure;
 - (2) The Village/City/Town of [REDACTED] may then proceed with the work itself or cause such work to be undertaken by a third party, and the Village/City/Town of [REDACTED] shall have the right to bill the CONTRACTOR for all costs incurred by it by reason of such failure of the CONTRACTOR to perform;
 - (3) At the election of the Village/City/Town of [REDACTED], the CONTRACTOR shall pay said costs to the Village/City/Town of [REDACTED], or forgo payment of previous rendered services. Village/City/Town of [REDACTED] for past services rendered which may be due and owing.
- (B) In the event that any failure or alleged failure on the part of the CONTRACTOR to collect the material herein provided to be collected and disposed of by the CONTRACTOR shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the CONTRACTOR's reasonable control, then the Village/City/Town of [REDACTED], at their option, may continue to proceed according to the steps set forth in section 1.3.3-A(2) and (3) above, or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the CONTRACTOR's performance bond or pursue such other remedies as may be available to the Village/City/Town of [REDACTED] by law.
- (C) In the event CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the Village/City/Town of [REDACTED] upon fifteen (15) days written notice to CONTRACTOR and in no event shall the contract be, or be treated as, an asset of CONTRACTOR after the exercise of said option.
- (D) The contract is not assignable by CONTRACTOR, either voluntarily or involuntarily, or by process of law, without the prior written consent of the Village/City/Town of [REDACTED], and shall not be or come under the control of creditors, or a trustee, or trustees of CONTRACTOR in case of bankruptcy, or insolvency of CONTRACTOR, but shall be subject to termination as above provided.

(E) Equal Employment Opportunity

- (1) In the event of the Contractor's noncompliance with the provisions of this Section 12.2, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State or any of its political subdivisions or municipal corporations, and this Agreement may be canceled 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.
- (2) During the performance of this Agreement, the CONTRACTOR agrees as follows:
 - a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; 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 under-utilization.
 - b. That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
 - c. That, in all solicitations or advertisements for employees placed by the CONTRACTOR or on the CONTRACTOR'S behalf, the Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

- d. That the CONTRACTOR will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR'S obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, the CONTRACTOR will promptly notify the Illinois Department of Human Rights and the Village, and will recruit employees from other sources when necessary to fulfill the CONTRACTOR'S obligations thereunder.
- e. That the CONTRACTOR shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Village, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- f. That the CONTRACTOR shall permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- g. That the CONTRACTOR shall include, verbatim or by reference, the provisions of this Section in every subcontract it awards under which any portion of the Agreement obligations are undertaken or assumed, so that such provisions will be binding upon each subcontractor. The CONTRACTOR will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the CONTRACTOR will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

- (3) During the term of this Agreement, the CONTRACTOR shall comply in all respects with the Equal Employment Opportunity Act. The CONTRACTOR shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

(F) Prevailing Wages

- (1) To the extent the Prevailing Wage Act or similar laws apply, not less than the prevailing rate of wages, as determined by the Village or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Agreement. The CONTRACTOR and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Agreement and showing the actual hourly wages paid to each such person.
- (2) To the extent applicable, the CONTRACTOR shall comply with all applicable provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. In addition, the CONTRACTOR and each subcontractor shall preserve their weekly payroll records for a period of three (3) years after the date of termination of this Agreement.

1.4 Bidding and Contract Documents

The bidding and contract documents consist of all the following documents, attachments, and addendum all of which are by this reference made a part of this Request for Proposals as set forth herein.

The Contract Documents are:

- A. Request for Proposals;
- B. Attachments A through G; and
- C. Resolution for Refuse Collection and Disposal, and Collection of Recyclables and Landscape Waste for Delivery to Permitted and/or Approved Facilities.

1.5 Pre-Bid Conference

A pre-bid conference is strongly recommended to answer questions. Haulers responding to the RFP are more likely to provide consistent information.

The Village/City/Town of [redacted] will conduct a pre-bid conference on [redacted], at [10:00 a.m.] in the [Room Name] of [address] [redacted], to explain all of the documents included with this Request

for Proposals. Nothing stated at the pre-bid conference shall change any such document unless an Addendum is issued therefore pursuant to Section 2.2 of this Request for Proposals. Bidders are encouraged to submit written questions to the Village/City/Town of [redacted], sufficiently in advance of the scheduled pre-bid conference to ensure that all questions can be responded to at the pre-bid conference.

1.6 **Submission of Proposal**

One (1) original and ten (10) copies of the proposal (which includes all Attachments along with the required Bid Security) must be delivered to Village/City/Town of [redacted] by the specified opening time. Proposals arriving after the specified time will not be accepted and returned to the originator unopened. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope.

All proposals shall be submitted in sealed envelopes carrying the following information: **Company Name, Contact Person, Address, Telephone Number, Subject Matter of Proposal, and Designated Time of Proposal Opening.**

1.7 **Bid Opening**

The Village/City/Town of [redacted] will receive sealed Bidder's Proposals for the Work until [10:00 a.m.]. [redacted] **Date** at the **Address** [redacted], at which time all Bidder's Proposals will be publicly opened and read aloud. Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the contract and the Bidder's full legal name.

1.8 Bid Security, Bonds, Insurance and Indemnification

This section begins the legal requirements for a hauler to submit a bid. These are both responsibilities to perform due diligence on the requirements of the RFP and bid documents as well as submit proof of insurance.

Bid bonds may be scaled to the size of a contract such as 10% or in specific amount of money.

(A) Bid Security. Each Bidder's Proposal shall be accompanied by a cashier's check, bank draft, or certified check in the amount of \$50,000.

(B) Return of Bid Security. Bid Securities submitted in the form of cashier's checks, bank draft, or certified checks will be returned to all within five (5) business days after execution of the contract by the Village/City/Town of .

(C) Liquidated Damages. If a Bidder fails to timely submit all additional information requested by the Village/City/Town of , or if the successful Bidder fails to timely and properly submit the required Bid Bond and certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the contract, the CONTRACTOR's Certification, and all other required documentation related to the contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Village/City/Town of will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that the Village/City/Town of shall have the right, at their option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against the defaulting Bidder.

(D) Performance Bond. At the time of execution of the contract, the CONTRACTOR shall furnish the required Performance Bond (ATTACHMENT) with corporate surety acceptable to the Village/City/Town of in the penal sum of \$ for the period of this CONTRACT, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under this CONTRACT and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village/City/Town of and said bond shall indemnify the Village/City/Town of against any loss resulting from any breach or failure of performance by the CONTRACTOR.

The surety on said bond shall have at least an A- financial rating in the most recent edition of Best's Insurance Reports. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided in paragraph F of this section below.

(E) Insurance. The successful Bidder will be required to furnish at Bidder's sole cost original certificates of insurance upon award of the contract. Each Bidder's Proposal must be accompanied by a letter from an insurance carrier or its agent, acceptable to the Village which has an AM Best's rating of not less than "A-" and a classification of "VIII" or better,

certifying that said insurer has read the requirements set forth in this section and will issue the required certificates of insurance upon award of the contract to Bidder. Throughout the term of this CONTRACT and any renewal thereof the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance as follows:

- (1) **Workman's Compensation:** The CONTRACTOR shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.
- (2) **Motor Vehicle Liability Insurance:** The CONTRACTOR shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident for bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village/City/Town of [REDACTED] as additional insured as respects the operation of vehicles owned or operated by the CONTRACTOR.
- (3) **General Liability:** The CONTRACTOR shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village/City/Town of [REDACTED] shall be named as additional insureds on this policy.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the Village/City/Town of [REDACTED]. The CONTRACTOR shall furnish the Village/City/Town of [REDACTED] with certificates evidencing that the insurance provided for herein is maintained by the CONTRACTOR within seven (7) days of the date of any request by the Village/City/Town of [REDACTED].

The Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the CONTRACTOR under the terms of this Agreement. CONTRACTOR shall procure and maintain at its own cost and expense, any additional kinds and amounts of insurance which, in the CONTRACTOR'S own judgment, may be necessary for its proper protection in the prosecution of the work.

- (F) **Indemnification.** The CONTRACTOR shall indemnify and save harmless the Village/City/Town of [REDACTED] against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the Village/City/Town of [REDACTED] and shall defend, indemnify, and save harmless the Village/City/Town of [REDACTED] from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses, and attorney fees, in any way resulting from or arising out of CONTRACTOR'S performance under the terms of this

Proposal and/or the operations in connection herewith, including operations of sub-Contractors and actions or omissions of employees or agents of CONTRACTOR or its Contractors. The CONTRACTOR'S insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

- (G) It is expressly agreed that in no event shall the Village be liable or responsible to the CONTRACTOR, or any other person, on account of stoppages or delay in work herein provided for by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from, or by account of, any delay from any cause whatsoever.

1.9 Examination of Documents and Work Site

- (A) Bidding and Contract Documents. Each prospective Bidder shall, before submitting its proposal, carefully examine the Bidding and Contract Documents.
- (B) Work Conditions. Each prospective Bidder shall, before submitting its Proposal, personally inform itself of all conditions under which the Work is to be performed and of the unusual conditions or difficulties that may be encountered.
- (C) Representation and Warranty of Bidder. Each Bidder submitting a Bidder's Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections, and investigations required by this Section.
- (D) Remedies for Failure to Comply. The successful Bidder will be responsible for all errors in its Bidder's Proposal resulting from Bidder's failure or neglect to comply with the terms of this Request for Proposals. The successful Bidder will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Bidder failed or neglected to inform itself prior to submitting its Bidder's Proposal, and the successful Bidder shall bear all costs associated therewith or arising therefrom, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the progress of the Work.

2.0 Interpretation of the Bidding Documents and the Contract

- (A) Addenda. No interpretation of the Bidding or Contract Documents will be made except by a written Addendum duly issued by the Village/City/Town of . No interpretation not contained in an Addendum shall be valid or have any force or effect whatever. All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Proposal or

Contract Documents, as the case may be.

- (B) Informal Responses. The Village/City/Town of [REDACTED] will not give oral answers to any inquiries regarding the meaning of the Bidding or Contract Documents or oral instructions prior to the award of the Contract. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Bidders, shall not be guaranteed, and shall not be relied upon by any prospective Bidders. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against the Village/City/Town of [REDACTED] or its respective officers, employees, agents, or attorneys on account thereof.

2.1 Taxes

The Village/City/Town of [REDACTED] is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to the successful Bidder, if necessary. The Village/City/Town of [REDACTED] will not reimburse, nor assist the successful Bidder in obtaining reimbursement, for any state or local sales, use, or excise taxes paid by the successful Bidder. The successful Bidder shall be required to reimburse the Village/City/Town of [REDACTED] for any such taxes paid. All prices stated in Bidder's Proposals shall include any other applicable taxes.

2.2 Permits and Licenses

All Bidder's Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable licenses, permits, and other authorizations.

2.3 Preparation of Bidder's Proposal

Bidder's Proposals for the Work shall be made on the blank Bidder's Proposal form furnished by the Village/City/Town of [REDACTED] and included in the Bidding Documents. Entries on the Bidder's Proposal form shall be typed or legibly written in ink. A Bidder's Proposal may be rejected if it does not contain a

requested rate or charge for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" for any item left blank.

2.4 Signature Requirements

Any Bidder's Proposal that fails to comply with this Section may be rejected.

- (A) Bidder's Proposals. Each Bidder's Proposal shall be signed, as applicable, by the president or other authorized officer of any corporation, or by all of the General Partners of any partnership; or by each signatory of any joint venture agreement in accordance with the immediately preceding requirements, or by any individual if the Bidder's Proposal is submitted by an individual.
- (B) Other Documents. The signature requirements set forth in Subsection 2.4 A above shall apply to all other Bidding Documents required to be executed by the Bidder, Bidder's sureties, and Bidder's insurance representatives as well as to the contract, the CONTRACTOR's Certification, and all other required documentation related to the contract. Any Bidder's Proposal that fails to comply with this requirement may be rejected.

2.5 Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by the Bidder in the manner specified in Section 2.4 of this Request for Proposals, for the withdrawal of such Bidder's Proposal is filed with the Village/City/Town of [REDACTED] prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of the Bidder to file a new Bidder's Proposal so long as such new proposal is submitted prior to the due date and time of the proposals.

No Bidder's Proposal shall be withdrawn without the consent of the Village/City/Town of [REDACTED] for a period of sixty (60) calendar days after the opening of Bidder's Proposals. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by the Bidder in the manner specified in Section 2.4 of this Request for Proposals, for the withdrawal of such Bidder's Proposal is filed with the Village/City/Town of [REDACTED] after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until the Village/City/Town of [REDACTED] executes a CONTRACT pursuant to this Request for Proposals.

2.6 **Qualification of Bidders**

This is the notice to bidders that the municipality will decide the winning bid based on specific stated factors.

(A) **Factors.** The Village/City/Town of [redacted] intends to award the CONTRACT to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, organization, and staffing to enable it to perform the work successfully.

(B) **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the above-mentioned facts and matters and any additional information that may be requested of all Bidders. Such additional information may include, but is not limited to, a listing of available personnel, plant, and equipment; a description of current workloads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, then the Village/City/Town of [redacted] shall issue a Request for Additional Information in the form included in the Bidding Documents to one or more of the Bidders.

If the Village/City/Town of [redacted] issues a Request for Additional Information, then the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall be grounds for the imposition of liquidated damages at the Village/City/Town of [redacted] option, all as is more specifically set forth in Section 1.8.C. of this Request for Proposals.

2.7 **Disqualification of Bidders**

(A) **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the RFP shall be considered from any single corporation, partnership, individual, or joint venture. Reasonable grounds for believing that any corporation, partnership, individual, or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual, or joint venture is interested.

(B) **Collusion.** If there are reasonable grounds for believing that collusion exists among any of the Bidders, the Bidder's Proposals of the participants in such collusion will not be considered.

(C) **Default.** If a Bidder is or has been in default on a contract with the Village/City/Town of [redacted], or in the payment of monies due the Village/City/Town of [redacted], its Bidder's Proposal may not be considered.

- (D) Deficiencies. The Village/City/Town of [REDACTED] expressly reserves the right in its sole and absolute discretion to disqualify any Bidder that submits a Bidder's Proposal that contains omissions, alterations, or irregularities of any kind that may tend to make the Bidder's Proposal incomplete, nonconforming, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters, or submits an unsigned or improperly signed Bidder's Proposal.

2.8 **Award of Contract**

- (A) Reservation of Rights. The Village/City/Town of [REDACTED] reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of the Village/City/Town of [REDACTED] and the public; to reject the low Schedule of Rates and Charges; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications, or modifications following the opening of the Bidder's Proposals when to do so would not, in the Village/City/Town of [REDACTED] opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in any Bidder's Proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- (B) Offers. All Bidder's Proposals are firm offers to enter into the contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the contract has been executed by both the Village/City/Town of [REDACTED] and the successful Bidder.

2.9 **Failure to Properly Execute and Provide Contract Documents**

- (A) Annulment of Award; Liquidated Damages. Failure of the successful Bidder to sign the contract or the CONTRACTOR's Certification, or to sign any other required documentation or to submit the required bond or certificates or policies of insurance within fourteen (14) days after notice from the Village/City/Town of [REDACTED] award of the contract shall be just cause for the annulment of the award and the imposition of liquidated damages as more specifically set forth in Section 1.8.C. of this Request for Proposals.

- (B) Subsequent Awards. Upon annulment of an award, the Village/City/Town of [REDACTED] may accept, and award a contract based on, any other Bidder's Proposal as the Village/City/Town of [REDACTED], in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the work.

3.0 Confidentiality

Each Bidder shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. The Village/City/Town of [REDACTED] shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to the Village/City/Town of [REDACTED] prior to its submission by the Bidder, or such information was properly obtained or developed independently by the Village/City/Town of [REDACTED], or the Bidder consents to such disclosure. Notwithstanding the foregoing, each Bidder, by its submission of its Bidder's Proposal, acknowledges that the Village/City/Town of [REDACTED] are subject to the Illinois Freedom of Information Act and that no disclosure made in good faith by the Village/City/Town of [REDACTED] pursuant to such Act shall be deemed to violate this Section.

3.1 Disputes

The CONTRACTOR'S performance of the work under this Proposal shall be observed and monitored by the Village/City/Town of [REDACTED]. Should the Village/City/Town of [REDACTED] determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from the Village/City/Town of [REDACTED], shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the Village/City/Town of [REDACTED]. The failure of the Village/City/Town of [REDACTED] to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

Where any dispute arises between a customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR will immediately report the controversy to the Village/City/Town of [REDACTED] for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and CONTRACTOR'S employees. To prevent misunderstandings and litigation, the Village/City/Town of [REDACTED] shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of the performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR. The Village/City/Town of [REDACTED]

_____ will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Village/City/Town of _____ and the CONTRACTOR and shall be issued in writing to the CONTRACTOR. The Village/City/Town of _____ shall make such explanation as may be necessary to complete, explain or make definitive the provisions of the contract, and their findings and conclusions, when issued in writing to the CONTRACTOR, shall be final and binding upon both the Village/City/Town of _____ and the CONTRACTOR.

3.2 **Proposal, Contract and Agreement Terms**

It is the understanding and intention of the parties hereto that the CONTRACT shall constitute a Contract for Refuse Collection and Disposal, and Collection of Recyclables and Landscape Waste for Delivery to Permitted and/or Approved Facilities and that said CONTRACT shall not constitute a franchise.

All terms and conditions of the CONTRACT are considered material and failure to perform any of said conditions on the part of the CONTRACTOR shall be considered a breach of said CONTRACT. Should CONTRACTOR fail to perform any of said terms or conditions, the Village/City/Town of _____ shall have the right to terminate the CONTRACT only after ten (10) days written notice to the CONTRACTOR of the violation of the CONTRACT and the failure of the CONTRACTOR to remedy the violation within said time. In addition to any and all equitable and legal remedies available to the Village/City/Town of _____ in the event of a breach of the CONTRACT by CONTRACTOR, the Village/City/Town of _____ shall have the right to call upon the performance bond described in Section 1.8.D. hereof. The remedies provided to the Village/City/Town of _____ herein shall be cumulative and not exclusive. No waiver by the Village/City/Town of _____ a default by the CONTRACTOR under the CONTRACT shall be construed as a waiver by the Village/City/Town of _____ any continuing or subsequent default or failure to perform on the part of the CONTRACTOR.

IV. LIST OF SAMPLE BID FORMS AND CONTRACT AGREEMENT TO BE USED WITH THE SAMPLE RFP

The attachments A-F function as the forms for acknowledging agreement with all requirements of the RFP. These are included in Appendix I.

A – BIDDER’S PROPOSAL: Attachment A has the bidder’s schedule of prices, disposal information and bidder’s representations and warranties of full knowledge and agreement with all aspects of the community’s RFP and contract.

B – BIDDER’S SWORN STATEMENT: Attachment B is the bidder’s sworn statement and submitting pricing for each service, the bidders sworn statement of legal existence as a corporation, officers, any partnerships, joint ventures, experience documentation, personnel, equipment, history of default, and litigation.

C - MUNICIPAL BUILDINGS INCLUDED IN SEC. 1.3.3.1 (A) (VI) PUBLIC BUILDING COLLECTION: Attachment C is a list of the location of the Village’s municipal collections sites that are included in the contract requirements for waste hauling.

D - ESTIMATED FORM AND COMPOSITION OF RECYCLABLE WASTE: Attachment D is information to the bidder of the community’s estimated form and composition of recyclable materials so the bidder can estimate collection volume and sales revenue.

E – RESOLUTION AND SIGNATURE: Attachment E is the recitals in resolution format that the municipality may use to execute the contract.

F – PERFORMANCE BOND: Attachment F is performance bond documentation to protect the Community from nonperformance of the contractual agreement, damage to municipal and private property, and any other incidences of default that may occur.

V. ATTACHMENT A – SAMPLE BID FORM AND CONTRACT AGREEMENT

Disclaimer: This document is a model contract and requires legal counsel review before use.

ATTACHMENT A

THE VILLAGE/CITY/TOWN OF _____ CONTRACT FOR REFUSE COLLECTION AND DISPOSAL,
AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

BIDDER'S PROPOSAL

Full Name of Bidder _____
("Bidder")

Principal _____ Office _____ Address _____

Local _____ Office _____ Address _____

Contact Person _____ Telephone Number _____

TO: _____ Village
Village Manager
Village of _____, IL 60_____

(Representative for the "Village")

Bidder warrants and represents that Bidder has carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Bidder’s Proposal, Addenda Nos. _____ [if none, write “NONE”], which are securely stapled to the end of this Bidder’s Proposal.

1. Work Proposal. If this Bidder’s Proposal is accepted, Bidder proposes and agrees that Bidder shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Bidder’s Proposal, the Request for Proposals pursuant to which the Village solicited this Bidder’s Proposal and the Contract Agreement to be entered into in the form attached to the Request for Proposals (collectively, the “Contract”), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers during the term of the Contract; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Village against any loss resulting from any breach or failure of performance by the Bidder under the Contract; (f) do all other things required of the successful Bidder or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Bidder’s Proposal is accepted, Bidder proposes and agrees that Bidder shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the following “Schedule of Prices” unless otherwise provided in the Request for Proposals:

SCHEDULE OF PRICES

Bidders are required to submit prices for each option outlined below

A. REFUSE COLLECTION, DISPOSAL, AND RECYCLING PROGRAM

- 1) For Municipal Waste Collection (once per week subscription service) and Recyclables Collection (**curbside**) as described in section 1.3.3.1 A and C of the RFP
 \$ _____ Per unit per month

- 2) *For Municipal Waste Collection (twice per week subscription service) and Recyclables Collection (curbside) as described in section 1.3.3.1 A and C of the RFP*

\$_____ Per unit per month

- 3) For Municipal Waste Collection (once per week volume based system) and Recyclables Collection (**curbside**) as described in section 1.3.3.1 A and C of the RFP

\$_____ Per sticker

B. LANDSCAPE WASTE COLLECTION PROGRAM

- 1) For Landscape Waste Collection (Unlimited Containers) as described in section 1.3.3.1 B of the RFP

\$_____ Per unit per month

- 2) For Landscape Waste Collection (pay-per-bag/tag sticker system) as described in section 1.3.3.1 B of the RFP.

\$_____ Per tag/sticker

- 3) For Landscape Waste Collection (Subscription Service as described in section 1.3.3.1 B of the RFP
\$ _____ Per unit per month

C. DISPOSAL INFORMATION

- 1) Landfill to be used for Refuse Disposal: _____

Current Base Rate Per Compacted Yard or Ton: _____

- 2) Compost Site to be used for Landscape Waste: _____

Current Base Rate Per Compacted Yard: _____

D. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

- 1) Sixty (60) days prior to each anniversary of the Commencement Date (as defined in the RFP), the compensation set forth in this Schedule of Prices shall be increased or decreased, effective as of such anniversary. Any such adjustment shall be calculated as follows:
 - (a) Adjustment I – Refuse: 35% of the percentage increase of the landfill price for compacted yards or tons (whichever is applicable) shall be applied to the current monthly per unit rate as of September 1st of each year.

- (b) Adjustment II – Landscape Waste: 35% of the percentage increase of the compost site or land application site price for compacted yards shall be applied to the current monthly per unit rate as of **September 1st** of each year.
- (c) Adjustment III – Chicago Area Consumer Price Index (CPI): 65% of the percentage increase of the Chicago Area CPI as reported on an annualized basis shall be applied to the current monthly per unit rate as of **September 1st** of each year.
- (d) For purposes of calculating any adjustment to become effective as of _____, 20__, the base landfill rate and the base compost site or land application site rate as of _____, 20__ , shall be deemed to be as set forth in Part C of this Schedule of Prices.
- (e) Example:

Municipal Waste Collection and Recyclables Rate Per Unit Per Month: \$10

Landfill Rate	\$30 per ton
New Landfill Rate:	\$32 per ton
Landfill Rate Percentage Increase:	6.25%
Chicago CPI Increase:	120.5 to 123.5 or 3.0
Landfill Rate Increase:	6.25 X 35% or 2.187%
CPI Increase:	3.0 X 65% or 1.95%
Total Increase:	2.187 + 1.95 = 4.137%
Revised Rate per Month:	\$10 X 1.04137 = \$10.41

- 2) The Village reserves the right to request such information from the CONTRACTOR as may be necessary to evaluate any proposed rate increase or decrease.

3. Bidder's Representations and Warranties

In order to induce the Village to accept this Bidder’s Proposal, Bidder hereby represents, warrants, and certifies as follows:

- A. Bidder is of lawful age and the only persons interested in this Bidder’s Proposal as principals are those named in the completed Bidder’s Sworn Statement attached hereto and this Bidder’s

Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

- B. Bidder is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
- C. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in this Bidder's Proposal or in the services to which it relates or in any portion of the profits thereof.
- D. Bidder has examined the Request for Proposals, including all of its Attachments, and will, if this Bidder's Proposal is accepted, enter into the Contract Agreement in the form attached to the Request for Proposals.
- E. Bidder does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and Bidder will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.
- F. A certified check, cashier's check or bank draft in the amount of \$50,000 has been attached to this Bidder's Proposal.
- G. The surety and insurance commitment letters required by the Request for Proposals have been attached to this Bidder's Proposal.
- H. Bidder understands and agrees that the Village reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Request for Proposals.

- I. Bidder understands and agrees that, if this Bidder's Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Bidder's Proposal and in the Request for Proposals and the Contract Agreement to be entered into in the form attached to the Request for Proposals.

- J. The persons signing this Bidder's Proposal possess full authority to submit this Bidder's Proposal on behalf of the Bidder and Bidder understands and agrees that, by submitting this Bidder's Proposal, Bidder shall be conclusively deemed to have evidenced an intention to be bound hereby whether or not the requirements for signing Bidder's Proposals found in the Request for Proposals are satisfied.

DATED this _____ day of _____, 20__.

Attest/Witness:

Bidder

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT B: BIDDER'S SWORN STATEMENT

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

BIDDER'S SWORN STATEMENT

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

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Sworn Statement are true and correct.

(If necessary for full disclosure, add separate sheets. If Bidder is a successor to a prior organization, provide the information requested in items 10 through 12 for both Bidder and the prior organization. If Bidder is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. **Sworn Acknowledgment**

(Complete Applicable Section)

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

Pursuant to a Resolution of the corporation's Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the

_____ of the corporation, is authorized to sign this Bidder's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

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

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

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

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

PERCENTAGE

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

Pursuant to a power of attorney executed by all of the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this Bidder's Proposal, the Contract Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

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

Pursuant to a power of attorney executed by Bidder on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable.]**

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

The signatories to the aforesaid Joint Venture Agreement are as follows

PERCENTAGE

<u>NAME</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
_____ ()	_____	_____
_____ ()	_____	_____

_____ () _____
 _____ () _____
 _____ () _____

[For each signatory indicate the type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I")]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for Bidder and is authorized to sign this Bidder's Proposal, the Contract and all documents related thereto for Bidder. **[Strike out this paragraph if not applicable.]**

2. Nature of Business

State the nature of Bidder's business:

3. Years in Business

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

4. Predecessor Organizations

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

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. **Related Experience**

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

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

6. **Suggested Procedures for Termination/Reinstatement of Service**

Bidder will follow the following procedures in terminating service to residents for nonpayment of rates and charges and in reinstating service following payment of past due amounts:

7. **Superintendents**

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

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

8. **Owned Equipment**

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

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

9. **Current Projects**

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

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

10. **Contracts Abandoned**

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

11. **Contract Defaults**

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

12. **Litigation**

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

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

13. **Supervisory Oversight**

Describe how the Work will be supervised, including route supervision and number of supervisors to be assigned to observe collection operations:

DATED this ____ day of _____, 20__.

Attest/Witness: _____

Bidder

By: _____ By: _____

Title: _____ Title: _____

Subscribed and Sworn to _____

My Commission Expires: _____ before me this ____ day of _____, 20__.

[SEAL]

Notary Public

VI. ATTACHMENT C - MUNICIPAL COLLECTION SITES LIST

ATTACHMENT C

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

MUNICIPAL COLLECTION SITES

<u>SITE</u>	<u>DUMPSTER SIZE</u>	<u>FREQUENCY OF COLLECTION</u>

3

VII. ATTACHMENT D – ESTIMATED FORM AND COMPOSITION OF RECYCLABLE WASTES

ATTACHMENT D

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

ESTIMATED FORM AND COMPOSITION OF RECYCLABLE WASTES

AGENCY RECYCLABLE MATERIALS	SPECIFICATIONS
Paper Recyclables	60% - 80% (example ranges)
Commingled Recyclables	20% - 40% (example ranges)

PAPER RECYCLABLES	SPECIFICATIONS
News	30% - 80% (example ranges)
Mixed Paper	20% - 60% (example ranges)
OCC	5% - 30% (example ranges)

COMMINGLED RECYCLABLES	SPECIFICATIONS
Glass	60% - 75% (example ranges)
Ferrous	11% - 17% (example ranges)
Aluminum	5% - 11% (example ranges)
Plastic	5% - 10% (example ranges)

IX. ATTACHMENT E - CONTRACT RESOLUTION

ATTACHMENT E

Disclaimer: This document is a model contract and requires legal counsel review before use.

THE VILLAGE/CITY/TOWN OF ____ CONTRACT AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

RESOLUTION AND SIGNATURES

WHEREAS, the Village/City/Town of ____ (“the Village”) solicited proposals for refuse collection and disposal service, recyclable collection and landscape waste collection in accordance with the Request for Proposals attached hereto and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Village/City/Town received and evaluated the proposals received; and

WHEREAS, the Village/City/Town has elected to award the Contract, as defined in the Request for Proposals, to _____ (the “CONTRACTOR”), in accordance with its Bidder’s Proposal attached hereto and by this reference incorporated herein and made a part hereof; and

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

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Village and the CONTRACTOR as follows:

1. The CONTRACTOR is hereby awarded the Contract to perform residential refuse collection, refuse disposal, recyclable collection and landscape waste collection service within the Village/City/Town of ____ commencing _____, 20__, for a five (5) year term with an option, at the Village’s request, to extend an additional three (3) years.
2. The CONTRACTOR provide, perform, and complete the work in the manner specified and described, and upon the terms and conditions set forth, in its Bidder’s Proposal and the Request for Proposals.
3. This Contract Agreement, together with the Bidder’s Proposal submitted by the CONTRACTOR and the Request for Proposals attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the work and the compensation therefor and supersedes and

merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral.

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

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

VILLAGE/CITY/TOWN OF _____

By: _____

By: _____

Title: _____

Title: _____

X. ATTACHMENT F – PERFORMANCE BOND

ATTACHMENT F

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

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village/City/Town of _____; _____, IL 600__, as Oblige, hereinafter called the City/Village/Town, in the full and just sum of _____ DOLLARS (\$000,000.00), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the VILLAGE, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 20__, with the Village entitled "CONTRACT AGREEMENT FOR REFUSE COLLECTION AND DISPOSAL, AND COLLECTION OF RECYCLABLES AND LANDSCAPE WASTE FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said the CONTRACTOR under the Contract, including, but not limited to, the CONTRACTOR's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Village or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Village 's termination of the CONTRACTOR, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of the CONTRACTOR's default be greater than the obligations of the CONTRACTOR under the Contract in the absence of such CONTRACTOR default.

In the event of a default or defaults by the CONTRACTOR, the Village shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and/or chargeable to the CONTRACTOR under the Contract. In addition, the Village shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Village all costs incurred by the Village in taking over and completing the Contract or, at its option, the Village may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Village notifies Surety that the Village wants Surety to take over and complete the Contract.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of the CONTRACTOR in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

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

Attest/Witness: _____

CONTRACTOR

By: _____

By: _____

Title: _____

Attest/Witness: _____

SURETY

By: _____

By: _____

Title: _____

Title: _____

XI. REPORTING REQUIREMENTS

Monthly Solid Waste Report					
Provided by <i>(insert Contractor)</i> to <i>(insert Municipality)</i>					
Report Submittal Date:					
The following waste report covers the month of (mm/yyyy)					
Total Waste Recycled:				tons	
Total Waste sent to Landfill:				tons	
For landfilled waste, please indicate landfill(s) used:					

For landfilled waste, please indicate transfer station(s) used:					
Were additional services performed?		<input type="checkbox"/>		<i>check if yes</i>	
Please select additional services if any and the number of units collected					
			Units must be labeled (ie tons, bags, etc)		
<input type="checkbox"/>	Leaf Pick Up		Units Collected:		
<input type="checkbox"/>	Yard Waste		Units Collected:		
<input type="checkbox"/>	Flexible dumpster/bag services		Units Collected:		
<input type="checkbox"/>	Bulk Items		Units Collected:		
<input type="checkbox"/>	Christmas Trees		Units Collected:		
<input type="checkbox"/>	Special Event Pick Up		Units Collected:		
<input type="checkbox"/>	Emergency Pick Up		Units Collected:		
<input type="checkbox"/>	Other		Units Collected:		
Please describe if "other":					
Contamination Information					
Approximately how many tons of recyclables collected were contaminated or unrecyclable?					
	tons	Notes:			
Please note any consistently mis recycled items or problematic materials:					
I certify that the information in this report is accurate and true to the best of my knowledge, and that if any of the information contained in this report is later identified as inaccurate a corrected report will be submitted.					
Authorized Signer:					

Complaint tracking form –

Please insert the complaint tracking form here

Monthly Customer Complaint Log				
Provided by <i>(insert Contractor)</i> to <i>(insert Municipality)</i>				
Report Submittal Date:				
The following covers the month of (mm/yy)				
Total number of calls received this month				
<i>For calls reporting missed collection</i>				
Address of missed collection	Date reported	Reason collection was not performed	Date of rescheduled collection	Please explain if collection was not rescheduled
<i>For unresolved calls <u>not</u> reporting missed collection</i>				
Date of call	Reason for call	Please list and date any remedial actions performed	Please explain unresolved status and actions to be taken	
I certify that the information in this report is accurate and true to the best of my knowledge. I understand that the municipality holds the right to request any additional information regarding customer complaints including name and telephone number of caller.				

Authorized Signer:	
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Monthly Solid Waste Report Template

MONTHLY SOLID WASTE REPORT					
PROVIDED BY (INSERT CONTRACTOR) TO (INSERT MUNICIPALITY)					
REPORT SUBMITTAL DATE:					
THE FOLLOWING WASTE REPORT COVERS THE MONTH OF (MM/YY)					
TOTAL WASTE RECYCLED:			TONS		
TOTAL WASTE SENT TO LANDFILL:			TONS		
FOR LANDFILLED WASTE, PLEASE INDICATE LANDFILL(S) USED:					
FOR LANDFILLED WASTE, PLEASE INDICATE TRANSFER STATION(S) USED:					
WERE ADDITIONAL SERVICES PERFORMED?			<input type="checkbox"/>	CHECK IF YES	
PLEASE SELECT ADDITIONAL SERVICES IF ANY AND THE NUMBER OF UNITS COLLECTED					
			UNITS MUST BE LABELED (IE TONS, BAGS, ETC)		
<input type="checkbox"/>	LEAF PICK UP		UNITS COLLECTED:		
<input type="checkbox"/>	YARD WASTE		UNITS COLLECTED:		

<input type="checkbox"/>	FLEXIBLE DUMPTER/BAG SERVICES	UNITS COLLECTED:	
<input type="checkbox"/>	BULK ITEMS	UNITS COLLECTED:	
<input type="checkbox"/>	CHRISTMAS TREES	UNITS COLLECTED:	
<input type="checkbox"/>	SPECIAL EVENT PICK UP	UNITS COLLECTED:	
<input type="checkbox"/>	EMERGENCY PICK UP	UNITS COLLECTED:	
<input type="checkbox"/>	OTHER	UNITS COLLECTED:	
PLEASE DESCRIBE IF "OTHER":			
CONTAMINATION INFORMATION			
APPROXIMATELY HOW MANY TONS OF RECYCLABLES COLLECTED WERE CONTAMINATED OR UNRECYCLABLE?			
	TONS	NOTES:	
PLEASE NOTE ANY CONSISTENTLY MISRECYCLED ITEMS OR PROBLEMATIC MATERIALS:			
<p>I CERTIFY THAT THE INFORMATION IN THIS REPORT IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE, AND THAT IF ANY OF THE INFORMATION CONTAINED IN THIS REPORT IS LATER IDENTIFIED AS INACCURATE A CORRECTED REPORT WILL BE SUBMITTED.</p>			
AUTHORIZED SIGNER:			

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