

**VILLAGE OF CHANNAHON  
REQUEST FOR PROPOSAL FOR SOLID WASTE  
COLLECTION SERVICES**



**DECEMBER 23, 2019**

**Village of Channahon  
Request for Proposal For  
Solid Waste Collection Services**

Date Issued: DECEMBER 23, 2019  
Pre-Proposal Conference: JANUARY 7, 2020  
Questions Accepted Until: JANUARY 17, 2020  
RFP Submission Date: JANUARY 24, 2020

Name of Firm: \_\_\_\_\_ (“Contractor”) (“Proposer”)

Proposal Due Date & Time: 5:00 pm January 24, 2020. Any Proposal returned after 5:00 pm January 24, 2020 may, at the sole discretion of the Village, be determined unresponsive and returned unopened.

**Notice to Proposers:**

This Request for Proposal does not commit the Village to award a contract, to pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The Village reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified proposers the restructuring of the scope of service, method of service or other aspects of the RFP, or to cancel in part or in its entirety the RFP if it is in the best interests of the Village to do so. The Village may also require the proposer selected to participate in negotiations concerning contract price (user fees) or the nature and extent of services to be provided. This RFP shall not be construed to be a low bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the provider who in the judgment and sole discretion of the Village, can best meet the Village’s needs as identified in this RFP. The Village reserves the right to alter, modify, or delete any of these procedures or criteria set forth herein.

The Village specifically makes no promises or guarantees concerning the number of households or collection points that will be associated with this procurement. The Village has made every effort to provide accurate data and information but does not guarantee the accuracy of any data included in the RFP. It is the obligation of all proposers to thoroughly familiarize themselves with the Village of Channahon, its road system, and all facts relevant or necessary for them to be able to submit a fully informed proposal and to potentially service the Village as set forth herein.

It is in the provider’s best interest to submit a complete and accurate proposal. Where documentation of response is incomplete or silent, it shall be assumed that the proposal is deficient. Further it is in the provider’s best interest to make a proposal that meets the stated requirements contained in this RFP. While providers may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described within the RFP may disqualify proposals. ***Providers are invited to submit alternatives to the services described in the RFP if such alternatives are in the best interests of the Village. Proposers need to supply costs for all items as indicated in addition to any alternatives suggested. If a specific cost is included in another line item, please indicate and do not leave blank. Failure to do so may result in disqualification.***

There will only be one opportunity for providers to discuss the RFP specifications and process at the pre-proposal conference at 2:00 pm on January 7, 2020 at the Channahon Village Hall. Attendance at the pre-proposal conference is voluntary, but strongly recommended. Additionally, providers may submit questions or recommended modifications to the RFP. All such questions must be in writing and received by the Village by 5:00 pm January 17, 2020.

Address questions to:

Village Administrator, Thomas J. Durkin, AICP  
[tdurkin@channahon.org](mailto:tdurkin@channahon.org)  
815-467-6644

***Contact with any other Village employee or official between the date of issuance of the RFP and the Contract may, at the sole discretion of the Village, result in the disqualification of the Proposer from further consideration.***

Any amendments or clarifications, including questions submitted and answers provided, to the RFP made following the pre-proposal conference will be distributed to all attendees of the pre-proposal conference. Since there will be no other opportunities to discuss the RFP with Village staff or officials, attendance at the pre-proposal conference is strongly encouraged.

## **ARTICLE I. INTRODUCTION AND CURRENT SERVICE INFORMATION**

### **Section 1.1:**

The Village of Channahon ("Village") hereby invites Contractors to submit proposals in accordance with the requirements of the following Request for Proposal for Solid Waste Collection Services ("RFP"). The Village is seeking proposals to provide refuse collection and disposal services, recycling services, landscape waste collection for detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units, and refuse, landscape waste collection and recycling services and other services for specified Village facilities, all as specified in this RFP.

The Contractor selected by the Village must commit to provide services for a period of at least five (5) years at the prices and pursuant to the terms and conditions established pursuant to this RFP process. The commitment of the Contractor to provide these services will be evidenced by written agreement executed with the Village. The agreement and various contractual relationships between and among the Contractor and Village will be mutually agreed to by the Village and Contractor at the completion of negotiations. The Contractor selected by the Village must obtain a Village business license prior to providing services under the agreement.

### **Section 1.2:**

Presently, the Village has approximately 4,300 households (customers) that would be subject to this contract. The Contractor would be responsible for providing service to those customers and any new customers that are annexed or new eligible residences constructed during the term of the Village's agreement with the Contractor.

**Section 1.3:**

To have all questions answered in one format, a pre-proposal conference will take place at the Village Hall at 2pm on January 7, 2020 in the Village Hall council chambers. The Village of Channahon reserves the right to deviate from Section 1.3 if it serves to be in the best interest of the Village.

**ARTICLE II. SCOPE OF SERVICES**

The Village seeks one qualified firm to provide refuse, recycling and landscape collection, and disposal services for detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village collection and refuse, landscape waste and recycling services and other services for specified Village facilities. The services sought are described below, and all collection carts are to be provided, distributed, and maintained by the Contractor, at the Contractor's sole cost, unless otherwise indicated.

**Section 2.1: Refuse Services:**

**Alternate 1:**

- A. Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units: Once per week curbside collection with a Contractor-supplied 95-gallon (or equivalent), 2-wheeled lidded cart. One additional refuse item that cannot be placed into the cart may be set out in addition to the 95-gallon cart (or equivalent), weighing up to 50 pounds.
- B. Bulk Items: Collection of bulk items, including, without limitation, furniture. In no event shall bulk items include oversized bulk items, construction debris, including debris resulting from homeowner remodeling projects.
- C. Other Goods: Collection and recycling of white goods and e-waste.
- D. Village Facilities: Collection from those Village facilities set forth in Appendix B.

**Alternate 2: (varied cart sizes)**

Provide additional pricing for Contractor supplied 32-gallon (or equivalent) and 64-gallon (or equivalent), 2 wheeled lidded carts in addition to a 95-gallon (or equivalent) option.

**Section 2.2: Recycling Services:**

**Alternate 1:**

- A. Weekly curbside collection from Contractor provided 64-gallon (or equivalent) two-wheeled lidded cart from detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.
- B. Schedule: The Contractor must collect and process recyclables weekly on the same day.
- C. Village Facilities: Collection from those Village facilities set forth in Appendix B.

**Alternate 2: (Bi-weekly pickup)**

- A. Bi-Weekly curbside collection from Contractor provided 95-gallon (or equivalent) two-wheeled lidded cart from detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.
- B. Schedule: The Contractor must collect and process recyclables bi-weekly on the same day.
- C. Village Facilities: Collection from those Village facilities set forth in Appendix B.

**Section 2.3: Landscape Waste Services:**

**Alternate 1:**

Landscape waste must be collected (during the period of April 1 through November 30) from the curbside of detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village on the same day as refuse without limitation as to amount. Tree branches in excess of 4 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity. Residents shall have the option to rent 95-gallon (or equivalent) carts designated for landscape waste at their own expense.

**Alternate 2: (Sticker Program)**

Landscape waste must be collected (during the period of April 1 through November 30) from the curbside of detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village on the same day as refuse. Tree branches in excess of 4 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length not to exceed fifty (50) pounds in weight. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity. One landscape sticker per bag will be required for pickup. Tree limbs and branches will not require a sticker. Residents have the option to rent 95-gallon (or equivalent) carts designated for landscape waste from the contractor at their own expense.

Leaves: Unlimited collection (no landscape stickers necessary) from October 1 through November 30. Must be placed in biodegradable paper bags not exceeding 33-gallon capacity.

Contractor and Village will agree on a designate two (2) Saturdays per year for landscape clean up. One day will be in Spring for general landscape cleanup prior to the growing season and the other will be in Fall for leaf pickup. No landscape stickers will be required for these days.

**Section 2.4: General Terms:**

The term of the contract will be for an initial term of not less than five (5) years. The term of the contract shall commence on May 1, 2020, and end on, at a minimum, April 30, 2025. At the expiration of the initial term of five (5) years, the Village shall notify the contractor of the desire to extend the contract after the initial term, in writing, no later than 9 months (270 days) before the expiration of the initial term. Within fourteen (14) days of such notification, the parties agree to engage in good faith negotiations to develop rates and terms for the extension period, the contract shall terminate at the end of the initial term, unless both parties agree to extend the negotiation period.

Contractors should consult the draft agreement attached as Appendix F before submitting their proposal. If the Contractor requires revision to the draft agreement proposed, written revisions must be included with the proposal submission. The draft agreements are not in final form and the final agreements will be negotiated with the selected Contractor.

The Village will evaluate Proposals in accordance with the evaluation criteria set forth in Article V (the "Evaluation Criteria") and the submittal requirements set forth in Article VI (the "Submittal Requirements") of this RFP. It is anticipated that the Village may identify one or more Contractors with which to conduct negotiations and discussions regarding their Proposals in order to identify the Contractor that best meets the objectives of the Village, regardless of proposed pricing, and is most advantageous to the Village.

At the conclusion of this evaluation process and following negotiations with one or more of the Contractors, the Village may select one Contractor to provide services pursuant to this RFP. Until execution of a written agreement between the Village and the successful Contractor or whichever first occurs, each Contractor shall keep its Proposal in effect.

In addition to the requirements of this RFP, each Contractor will provide, upon written request from the Village, such additional information as may be required by the Village in order to establish, verify and confirm the Contractor's competence and ability to perform services. Requested information may include financial statements to show financial stability and capability to purchase vehicles and carts to comply with proposal specifications.

Proposals shall be submitted no later than 5:00 p.m. January 24, 2020.

The Village reserves the right to reject any or all Proposals, or any part thereof, for any reason including nonconformance with the requirements set forth herein. The Village also reserves the right to waive any irregularity or defect in submission.

### **ARTICLE III. DESCRIPTION OF SERVICES**

#### **Section 3.1: Project Background and Demographics:**

The Village currently contracts for solid waste services on behalf of its residents. Approximately 4,200 customers presently receive service. In addition, the Village facilities set forth in Appendix B also receive service. The Contractor will be solely responsible for disposing and/or recycling of all refuse, recycling material, landscape waste, white goods, and e-waste that is collected through this RFP at a fully licensed and permitted facility.

#### **Section 3.2: Scope of Services:**

The Village seeks one qualified firm to provide the following services:

- A. Refuse. (Alternate 1): Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

Once per week curbside collection of refuse with a Contractor-supplied 95-gallon (or equivalent), Two-wheeled lidded cart. One additional refuse item that cannot be placed into

the cart may be set out in addition to the 95-gallon (or equivalent) cart, weighing up to 50 pounds. Households may request a smaller 64-gallon (or equivalent) cart upon request at no additional charge during the term of the agreement. Additional carts may be leased at the expense of the homeowner.

**Bulk Items:** The selected Contractor shall collect one (1) bulk item set out by a household weekly. There shall be no additional charge for these collections. Oversized Bulk Items will be defined and determined solely by the Contractor and charged as noted in Appendix C.

**White Goods:** The selected Contractor shall collect White Goods, as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28), from single family households. White Goods shall be collected on a scheduled basis with the customer contacting the Contractor and the Contractor providing the collection day for the White Good(s). Cost of pickup will be a separate cost to customer as defined and determined by the Contractor and should be provided as part of proposal.

**E-Waste:** E-waste as defined in Electronics Products Recycling and Reuse Act (415 ILCS 150/1, et seq.) shall be collected from detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village. E-waste will be collected on a scheduled basis with the resident contacting the Contractor and the Contractor providing the collection day for the e-waste. Cost of pickup will be a separate cost to customer as defined and determined by the Contractor and should be provided as part of proposal.

- B. Refuse. (Alternate 2): Provide additional pricing for Contractor supplied 32-gallon (or equivalent) and 64-gallon (or equivalent), 2 wheeled lidded carts in addition to a 95-gallon (or equivalent) option.
- C. Recycling, (Alternate 1): Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

Every week recycling collection with two-wheeled lidded cart: The selected Contractor shall collect recycling from a 64-gallon (or equivalent) lidded two-wheeled cart provided, distributed, and maintained by the Contractor. Additional carts may be leased at the expense of the homeowner. Recyclables are limited to newspapers, cardboard, tin, aluminum and bi-metal cans, clear, brown or green glass, and specified plastics. Upon agreement with the Village, the types of recyclables may be changed depending upon market conditions. Participation in the recycling program is voluntary on the part of the resident. All proceeds from recyclables shall be the property of the Contractor.

- D. Recycling (Alternate 2): Every other week recycling collection with two-wheeled lidded cart: The selected Contractor shall collect recycling from a 95-gallon (or equivalent) lidded two-wheeled cart provided, distributed, and maintained by the Contractor. Additional carts may be leased at the expense of the homeowner. Recyclables are limited to newspapers, cardboard, tin, aluminum and bi-metal cans, clear, brown or green glass, and specified plastics. Upon agreement with the Village, the types of recyclables may be changed depending upon market conditions. Participation in the recycling program is voluntary on the part of the resident. All proceeds from recyclables shall be the property of the Contractor.

- E. Landscape Waste (Alternate 1): The selected Contractor will provide once per week unlimited collection of Landscape Waste from single-family households. Landscape waste must be collected (during the period of April 1 through November 30, unless extended by the Village) on the same day as refuse without limitation as to amount. Tree branches in excess of 4 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity or a rented 95 cart designated for Landscape Waste only.
- F: Landscape Waste (Alternate 2): Landscape waste must be collected (during the period of April 1 through November 30) from the curbside of detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village on the same day as refuse. Tree branches in excess of 4 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity. One landscape sticker per bag will be required for pickup. Residents have the option to rent 95-gallon (or equivalent) carts designated for landscape waste from the contractor at their own expense.

Leaves: Unlimited collection (no landscape stickers necessary) from October 1 through November 30. Must be placed in biodegradable paper bags not exceeding 33-gallon capacity.

Contractor and Village will agree on a designate two (2) Saturdays per year for landscape clean up. One day will be in Spring for general landscape cleanup prior to the growing season and the other will be in Fall for leaf pickup. No landscape stickers will be required for these days.

- F. Senior and Disabled Veteran Discount: Village residents who are primary owners of eligible households who are 65 years of age and older are eligible for a discount on the monthly collection rate. 100% Disabled veterans are also eligible for a discount. Qualifications of seniors and disabled veterans must be mutually agreed upon by both the Village and the Contractor. The Proposer should provide the suggested discount amount in their proposal.
- G. Emergency Collection: The selected Contractor shall, upon receipt of notice from the Village, provide any residence in the Village a special emergency pick-up service for garbage, rubbish, and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. An Emergency Collection may also be established community wide by the Village for the collection of garbage, rubbish and miscellaneous waste materials. The Village shall provide the selected Contractor notification to establish the Emergency Collection. Collection may be established through a curb side pick-up for residents with existing curbside pickup; said cost shall be paid by the Village. Roll-off containers may also be requested by the Village for Emergency Collection. The roll-off containers shall be placed at locations mutually agreed upon by the Village and selected Contractor; said cost shall be paid by the Village.
- H. Leased Refuse, Recycling and Landscape Waste Carts: The selected Contractor shall make available to households the option to lease additional carts for the collection of refuse, recycling or landscape waste.

- I. Billing: The Village shall provide billing to each single-family detached dwelling on a monthly or quarterly basis. Payment to the contractor will be provided 30 days after received by the Village by the customer. The Village is responsible for all the collection of all bad debt associated with individual billing of Village households.
- J. Insurance and Indemnification: The successful Contractor shall be required to maintain, at a minimum, the insurance coverage and indemnification set forth in Appendix D and Appendix E. Each Proposal shall be accompanied by written evidence of such Contractor's ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.
- K. Division of Village and Days of Refuse and Landscape Waste Collection: Contractor must describe how the community will be divided for collections of refuse, recycling, and landscape waste, and specify on what day of the week each area will be serviced. A Monday pickup day is preferable. A map of the Village is shown in Appendix F. No scheduled Saturday or Sunday collections. Saturday collections will be permitted on weeks when a holiday delays the collection by one (1) day.
- K. Hours of Collection: All refuse, landscape waste and recycling collection is to be between the hours of 7:00am and 6:00pm. Contractor shall provide a sufficient number of collection vehicles and operators to complete collections during these hours.
- L. Ready Telephone/Internet Access: The selected Contractor is to provide telephone and internet access to receive service requests and complaints from Village residents and Village officials. Sufficient telephone lines, telephones and internet service are to be provided from 8:00am-5:00pm each day when the Contractor is collecting in the Village. Sufficient staff is to be provided to minimize resident/customer waiting time.
- S. Route Supervisor Liaison: The selected Contractor's Route Supervisor is to act as a liaison between the Village, the selected Contractor, and citizens in addressing inquiries, calls, and complaints. The Route Supervisor shall be equipped with a mobile telephone so that Village officials can contact him/her regarding service requests, inquiries and complaints. The Route Supervisor is to make every attempt to resolve complaints prior to collection vehicles and operators leaving the Village for the day.
- T. Provision of Data to Village: The selected Contractor is to provide the Village upon request information about quantities of refuse and recycling collected in the Village. Data shall include volume and weight of refuse and recycling delivered to processing sites, refuse disposal locations, volume and weight of landscape waste delivered to processing sites.
- U. The Contractor shall receive and timely respond to all service related calls from customers. The customer service representatives taking calls shall be familiar with the terms of the contract and resolve complaints and resident calls in a manner consistent with the Contractors obligations herein. The Contractor shall maintain records of all complaints received and disposition of each complaint and shall furnish copies of those records to the Village on a monthly basis. The Contractor shall, at its expense, develop, print and distribute to all residential customers, a digital and hard copy correspondence, approved by the Village, explaining the refuse, recycling and landscape waste programs covered under this contract.

The information shall include the telephone number and email address to be used for customer complaints as required.

- V. The Contractor shall agree, in addition to any other remedies available to the Village, that the Village may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor fulfilling its obligations:

Event	Liquidated Damages
Failure to respond to legitimate service complaints within twenty-four (24) hours	One hundred dollars (\$100) per incident.
Failure to collect properly notified missed collections within twenty-four (24) hours	Two-hundred fifty dollars (\$250) per incident.
Failure to provide carts that are in good working order for refuse, recycling or landscape waste to eligible units or Village facilities within one (1) week of request.	One-hundred dollars (\$100) per incident.
Failure to clean up spills occurring during collection operations within forty-eight (48) hours.	Two-hundred fifty (\$250) per incident.

Three (3) or more such incidents in a six (6) month period shall constitute grounds for termination of contract, subject to sole discretion of the Village.

- W. Contractor’s personnel shall always act in a professional, courteous manner. The Contractor shall provide an adequate number of well-maintained vehicles to provide agreed upon services, which shall be leak-proof, or easily cleanable materials and maintained in good repair. The Contractor shall assume all landfill tipping and dumping fees in connection with its collections and disposal of refuse and bulk waste. The Contractor shall pay said fees in a timely manner as required by the landfill authority, as applicable.
- X. Holidays: Observed Holidays will be New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the week of a holiday, each succeeding collection day including and following a holiday shall occur one day after the regular schedule. Holidays which occur on a Sunday will be observed the following Monday with collections delayed one day the remainder of that week. No collection may occur on a Sunday unless mutually agreed upon between the Village and the Contractor.

**ARTICLE IV. INSTRUCTIONS TO CONTRACTORS**

**Section 4.1: Introduction:**

The Village of Channahon desires to select the successful Contractor who, in the Village’s opinion, will best be able to provide the services described in Articles II and III of this RFP.

The Village will evaluate each Proposal using the evaluation criteria and will make its final decision on the basis of which Contractor, on balance, fulfills the evaluation criteria in a way that is in the best interest of the Village.

No Contractor or any third party shall be entitled to any written justification or administrative appeal of the Village’s selection process or decision, and by submitting a Proposal, the Contractor hereby waives all rights to any written justification or administrative appeal of the Village’s selection process or decision.

**Section 4.2: Selection of Successful Contractor:**

The Village will select one Contractor to provide all Services described in Articles II and III of this RFP.

**Section 4.3: Addenda and Interpretation:**

No Contractor shall be entitled to rely upon any oral interpretation of the meaning of this RFP. Every request for such interpretation shall be made in writing and addressed to the person identified in Article VI. Any and all such interpretations and supplemental instructions will be in the form of written addenda to this RFP. The failure of any Contractor to receive any such addendum or interpretation shall not relieve such Contractor from any obligation under its Proposal as submitted.

**Section 4.4: Submittal of Proposals:**

In submitting a Proposal, each Contractor states and agrees that the proposal is submitted in strict accordance and compliance with the requirements, scope and intent set forth in this RFP.

**Section 4.5: Modification and Withdrawal:**

Written modifications of Proposals will be considered only if received prior to the time stated for receipt of Proposals. Contractors may withdraw their Proposals by written request signed by authorized representatives of such Contractors at any time prior to 5pm, January 24, 2020.

**Section 4.6: Evaluation and Selection Process:**

Village officials will review Proposals in accordance with the evaluation criteria. Village Officials will evaluate the Proposals and report to the Village Board.

As part of its review, the Village Officials may request that one or more of the Contractors answer written questions or attend interviews to be conducted by Village Officials. It is expected that the Village Officials will then identify one or more Contractors with which to conduct negotiations and discussions regarding their Proposals in order to identify the Contractor that best meets the objectives of the Village and is most advantageous to the Village. During this evaluation and negotiation period, Contractors so identified may be asked to submit new or revised cost proposals (any such cost proposal shall be no less favorable to the

Village than those cost proposals initially submitted to the Village). At the completion of the negotiation process, Village Officials will recommend the selection of a successful Contractor to the Village Board. The Village Board will then select a successful Contractor who will be required to execute the various agreements. Until execution of a written agreement between the Village and successful Contractor, each Contractor shall keep its proposal in effect.

In addition to the requirements of this RFP, each Contractor will provide, upon written request from the Village, such additional information as may be required by the Village in order to establish, verify and confirm the Contractor's competence and ability to perform its services.

In submitting its Proposal, each Contractor agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the Village) and to provide additional information throughout the evaluation and negotiation period. All proposals submitted shall remain in full force and effect until execution of an Agreement.

**Section 4.7: Rejection of Proposals; Waiver of Irregularities:**

The Village reserves the right to reject any or all Proposals, or any part thereof, for any reason including nonconformance with the requirements set forth herein.

The Village reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of the RFP when it may deem such waiver to be in the best interest of the Village.

**Section 4.8: Ownership of Proposals:**

The Village will retain full title and ownership of all submitted materials. Proposals will not be returned to Contractors.

**Section 4.9: Costs:**

All costs that each Contractor incurs in preparing and submitting its Proposal are the sole responsibility of the Contractor and will in no event be paid or reimbursed by the Village.

**Section 4.10: Performance Bond:**

If selected as a successful Contractor, each Contractor acknowledges and agrees that it shall provide a performance bond for the sum of \$300,000.00 to be renewed annually, to guarantee that it will perform the services described in the RFP. Contractor must submit a letter from bonding company assuring required Performance Bond may be issued.

**Section 4.11: Compliance with Laws:**

The successful Contractor shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including, but not limited to the Village and federal, state, and local governments, that are applicable to or in any manner may affect the services performed under the contract, including nondiscrimination and equal employment opportunity requirements.

**Section 4.12: Insurance:**

The successful Contractor shall be required to maintain, at a minimum, the insurance coverage set forth in Appendix E. Each Proposal shall be accompanied by written evidence of such Contractor's ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.

**ARTICLE V. EVALUATION CRITERIA**

**Section 5.1: Introduction:**

Proposals received in response to this RFP will be evaluated by the Village for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Contractor and the evaluation criteria established by this RFP. Where used below: (i) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Contractor or the Proposal; and (ii) the term "reasonableness" shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and operational approach that are sensible and feasible and are within the capability of the Contractor.

**Section 5.2: Quality of Contractor:**

1. The professional qualifications and experience of the Contractor on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Contractor on other similar contracts in terms of quality of services performed.
5. Financial capability of the Contractor. (Financial statements will be submitted upon request of the Village and will not be a required submittal).

**Section 5.3: Adherence to the Requirements of this Request for Proposal:**

1. Verification that the Contractor can provide the services described in this RFP for five (5) years.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Compliance with all applicable local, state and federal laws.
4. Operational approach.
5. Up to three (3) Municipal References must be provided from a program currently served or served within the last five (5) years which is or was in substantial conformance with the level and types of services requested herein. Responders should include written information about the program including information on the number and type of households served, frequency

of pickup, type of services involved and other information that may be pertinent to this request.

**Section 5.4: Quality and Reasonableness of Proposal:**

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach, including staffing and equipment availability.
4. Municipal References.
5. Reasonableness of Cost Proposal.
6. Quality and Reasonableness of Any Alternate Proposal.
7. Quality and Reasonableness of Comments on Draft Contractual Agreement.

**ARTICLE VI. SUBMITTAL REQUIREMENTS**

**Section 6.1: Format:**

Three (3) hard copies and one electronic copy of the Proposal shall be submitted in a sealed envelope to:

Village of Channahon  
Thomas J. Durkin, AICP, Village Administrator  
24555 Navajo Drive, Channahon, IL 60410

Submittals shall be prepared on standard recycled 8.5 x 11 letter size paper, double-spaced or one and one-half spaced and separated by labeled tabs. No proposals will be returned.

Contractors are advised to adhere to the Submittal Requirements. Failure to comply with the Instructions of this RFP may be cause for rejection of the Proposal. The Village reserves the right to accept any Proposals and/or parts thereof and/or reject any or all Proposals. If a Contractor chooses to include material of a confidential nature in its Proposal, such material should be clearly identified as confidential, and the Village will keep such information confidential to the extent permitted by law.

**Section 6.2: Contents:**

A list of the submittal requirements follows. This list should be used only as a minimum of required responses. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP.

Each Proposal must include, at a minimum, the following items:

1. Cover Letter. Signed by an authorized representative of the Contractor, the letter must include the title of the representative and his or her responsibility with respect to the Services.
2. Executive Summary. The executive summary or introduction shall include a statement of the Contractor's understanding of the Services to be performed.
3. Operational Approach. This section will include a statement of the Contractor's understanding of all requirements for the Services. This section must be specific, detailed and complete pertaining specifically to eligible household collections. Narrative must demonstrate Contractor's methods for collection and processing electronic waste. Narrative needs to address service approach and show experience in the implementation to similar sized projects. It should clearly and fully demonstrate that the Contractor understands the requirements and the operational problems inherent in the provision of the services. The Contractor should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes reports must be included. The Contractor shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the services, if applicable.
4. Organizational Plan and Chart. This section will include a description of the organization and management structure that will be utilized to perform the services. At a minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignments of the key personnel. The Contractor should demonstrate that the proposed manpower level on which it has based its Cost Proposals set forth in Appendix C is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this RFP. The response should also include a description of vehicle fluid cleanup procedures in the event contractor vehicles release fluid on Village streets.
5. Performance Bond. If selected as a successful Contractor, the Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be in the sum of \$300,000.00 to be renewed annually.
6. Municipal References. Up to three (3) Municipal References must be provided from a program currently served or served within the last five (5) years which is or was in substantial conformance with the level and types of services requested herein. Responders should include written information about the program including information on the number and type of households served, frequency of pickup, type of services involved and other information that may be pertinent to this request.
7. Proposals shall answer the following business questions:
  - a. Within the past five (5) years, has the Proposer failed to complete a contract? If so, provide the names of the parties involved, the date of the contract, and the reason for non-completion. If a bond was posted, state the contact information for the bond company.

- b. Within the past five (5) years, has the Proposer submitting the proposal or any facility or property owned or operated by this Proposer failed to perform any of its contract obligations with any municipality, county or other public entity?
  - c. Within the past five (5) years, has the Company submitting the Proposal or any facility or property owned or operated by the Company, ever been the subject of administrative or judicial action for alleged violation of the conditions of a permit issued by a governmental entity; or alleged violations of environmental zoning, or public health laws or regulations? If so, state the details and disposition.
  - d. Has the Proposer or any of its subsidiaries or agents been a party to any lawsuits within the last ten (10) years failed to perform any of its contract obligations with any municipality, county or other public entity?
  - e. List the names and addresses of all individuals associated with the Proposer that could potentially have a conflict of interest with this Contract and the Village.
  - f. If awarded the Contract with the Village, will your company be able to provide the Residential Solid Waste Collection services by the Contract start date May 1, 2020.
  - g. What is your plan for transition of operations required between the current contract operations and the new Contract operations? For example, how will you route the various collection functions, and, if you propose collection day changes or multiple collection days, how you would implement such a transition? Please describe how you will notify the residents and property owners?
6. Proposals shall indicate the proposed method for raising or adjusting fees on an annual basis (i.e. flat percentage adjustment every year, by the Consumer Price Index (CPI, etc.).
  7. Proposals shall provide a list of vehicles and other collection equipment that will be used in the Village to serve the Contract. Such information shall include the make, model, year and delivery schedule if not currently owned. Vehicles shall be leak-proof, durable and of easily cleanable materials. The vehicles shall be maintained in good repair so as to prevent leaking of oil, fuel. Coolant or hydraulic fluid onto Village streets. Vehicles shall be cleaned as needed to maintain a neat appearance and avoid offensive odors.
  8. Proposals shall include the proposed number of routes, approximate average stops per day, crew size and timeline of collections.
  9. Proposals shall indicate in their submittal that any pricing or other proposals shall be valid for a period of 120 days after submittal and that Proposer accepts the requirements as outlined in this RFP and understands all sections and provisions for the RFP.
  10. This RFP will be referenced in any final Contract for work presented to the recommended Proposer.

**[SIGNATURE PAGE FOLLOWS]**

**CONTRACTOR’S SIGNATURE AND CERTIFICATION**

I, \_\_\_\_\_ [print name], being duly sworn, declare that:

a) I am duly authorized to complete and submit this response (“Response”) to the Village of Channahon’s Request for Proposal for Refuse Services (the “RFP”) on behalf of \_\_\_\_\_ [print firm name] (the “Contractor”) as the Contractor’s authorized agent;

b) I have reviewed the RFP in its entirety, including, without limitation, all appendices, and understand the RFP’s requirements and conditions;

c) I certify that the Contractor complies with and will comply with all of the RFP’s conditions and requirements, including, without limitation, all federal, state, and local laws, rules, and regulations associated with or relating to the RFP, the Contractor’s Response, and any services Contractor proposes to provide; and

d) all information provided in this Response is true, accurate, and complete.

\_\_\_\_\_  
Signature of Authorized Agent Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public and Seal)

Notary Expiration Date: \_\_\_\_\_

**APPENDIX A**

**CURRENT RESIDENTIAL SERVICE COLLECTION SCHEDULE**

All refuse pickups in the Village are currently preformed Monday each week. Proposers requesting to change the days of service or any changes of current routes must demonstrate experience in similar sized projects and the educational process and timeline of educating the residents to provide the least amount of impact to the residents.

**APPENDIX B**

**VILLAGE FACILITIES AND SERVICES**

The Contractor will provide services to the Village at no additional cost:

Refuse and recycling pickup:

Village Hall/Police Department  
24555 Navajo Drive

Department of Public Works  
25217 W. Jessup Street

Public Works Building – Currently 2 locations on property.  
26156 Blackberry Lane

(Future Village facilities may be added as agreed to between Village and Contractor)

Contractor shall furnish the Village with up to nine (9) 30-yard dumpsters and nine (9) 1 ½ yard dumpsters per twelve (12) month period of this contract for special events, festivals, clean-up projects, etc. Contractor shall also provide Village with four (4) solar compactors to be used throughout the Village. Collection shall be made at no cost to Village.

Contractor will provide complimentary street sweeping of approximately 90 centerline miles of streets, three times annually, one sweeping will be in the first week of April, the second will be agreed on in mid-summer, and the third will be agreed on in the mid to late Fall, after most of the leaves have fallen.

Proposer also agrees to service a Port-O-Let unit located at the police department outdoor range on Gun Club Road at no cost to the Village, once a month, excluding December, January and February.

**APPENDIX C**

**2020 RESIDENTIAL WASTE SERVICES COST PROPOSAL**

Proposed pricing for the initial year of the Agreement’s term, and subject to annual adjustment in accordance with the Agreement’s terms.

**Collection and Disposal of Refuse**

Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

Once per week curbside collection of refuse with a Contractor-supplied 95-gallon, Two-wheeled lidded cart. One additional refuse item that cannot be placed into the cart may be set out in addition to the 95-gallon (or equivalent) cart, weighing up to 50 pounds. Households may request a smaller 64-gallon (or equivalent) cart upon request at no additional charge during the term of the agreement. Additional carts may be leased at the expense of the homeowner.

Bulk Items: The selected Contractor shall collect one (1) bulk item set out by a household weekly. There shall be no additional charge for these collections. Oversized Bulk Items will be defined and determined solely by the Contractor and charged as noted in Appendix.

Rate per month per household.  
\$\_\_\_\_\_ per household

Oversized Bulk Item  
\$\_\_\_\_\_ per item

Extra Cart Lease  
\$\_\_\_\_\_ per cart/month

White Goods Collection and Disposal  
\$\_\_\_\_\_ per pickup/item

E-Waste Collection  
\$\_\_\_\_\_ per pickup/item

Per Dumpster service upon Village request, various sizes.  
\$\_\_\_\_\_ per cart  
\$\_\_\_\_\_ Delivery/pickup

**\*ALTERNATE**

Rate per month per household (32-gallon cart).  
\$\_\_\_\_\_ per household

Rate per month per household (64-gallon cart).  
\$\_\_\_\_\_ per household

Oversized Bulk Item  
\$ \_\_\_\_\_ per item

Extra Cart Lease  
\$ \_\_\_\_\_ per cart/month

White Goods Collection and Disposal  
\$ \_\_\_\_\_ per pickup/item

E-Waste Collection  
\$ \_\_\_\_\_ per pickup/item

Per Dumpster service upon Village request, various sizes.  
\$ \_\_\_\_\_ per cart  
\$ \_\_\_\_\_ Delivery/pickup

**Collection and Disposal of Recycling**

Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

Every week recycling collection with two-wheeled lidded cart: The selected Contractor shall collect recycling from a 64-gallon (or equivalent) lidded two-wheeled cart provided, distributed, and maintained by the Contractor. Additional carts may be leased at the expense of the homeowner. Recyclables are limited to newspapers, cardboard, tin, aluminum and bi-metal cans, clear, brown or green glass, and specified plastics. Upon agreement with the Village, the types of recyclables may be changed depending upon market conditions. Participation in the recycling program is voluntary on the part of the resident. All proceeds from recyclables shall be the property of the Contractor.

Rate per month per household.  
\$ \_\_\_\_\_ per household

Extra Cart Lease  
\$ \_\_\_\_\_ per cart/month

**\*ALTERNATE (Bi-weekly pickup)**

Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

Every other week recycling collection with two-wheeled lidded cart: The selected Contractor shall collect recycling from a 95-gallon (or equivalent) lidded two-wheeled cart provided, distributed, and maintained by the Contractor. Additional carts may be leased at the expense of the homeowner. Recyclables are limited to newspapers, cardboard, tin, aluminum and bi-metal cans, clear, brown or green glass, and specified plastics. Upon agreement with the Village, the types of recyclables may be changed depending upon market conditions.

Participation in the recycling program is voluntary on the part of the resident. All proceeds from recyclables shall be the property of the Contractor.

Rate per month per household.  
\$\_\_\_\_\_ per household

Extra Cart Lease  
\$\_\_\_\_\_ per cart/month

**Collection and Disposal of Landscape Waste**

Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

The selected Contractor will provide once per week unlimited collection of Landscape Waste. Landscape waste must be collected (during the period of April 1 through November 30, unless extended by the Village) on the same day as refuse without limitation as to amount. Tree branches in excess of 3 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity or a rented 95 cart designated for Landscape Waste only.

The Contractor will pickup Christmas Trees on the three consecutive pick up weeks after Christmas.

Rate per month per household.  
\$\_\_\_\_\_ per household

Cart Lease  
\$\_\_\_\_\_ per cart/month

**\*ALTERNATE (Sticker Program)**

Detached single-family, townhouse and duplex residential dwellings and all multi-family dwellings with six or less individual residential units located in the Village.

The selected Contractor will provide once per week collection of Landscape Waste. Landscape waste must be collected (during the period of April 1 through November 30, unless extended by the Village) on the same day as refuse without limitation as to amount. Tree branches in excess of 3 inches in diameter will not be removed. Tree branches must be bundled a maximum 2 feet in diameter and 3 feet in length. Landscape waste must be placed in biodegradable paper bags not exceeding 33-gallon capacity. One landscape sticker per bag will be required for pickup. A rented 95-gallon (or equivalent) cart designated for Landscape Waste only may be provided to the customer at their sole expense.

The Contractor will pickup Christmas Trees on the three consecutive pick up weeks after Christmas.

Leaves: Unlimited collection (no landscape stickers necessary) from October 1 through November 30. Must be placed in biodegradable paper bags not exceeding 33-gallon capacity.

Contractor and Village will agree on a designate two (2) Saturdays per year for landscape clean up. One day will be in Spring for general landscape cleanup prior to the growing season and the other will be in Fall for leaf pickup. No landscape stickers will be required for these days.

Rate per month per household.

\$\_\_\_\_\_ per household

Rate per landscape waste sticker

\$\_\_\_\_\_ per sticker.

Cart Lease

\$\_\_\_\_\_ per cart/month

## **APPENDIX D**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 1. Insurance.**

The Contractor must carry insurance relating to the Services Agreement in the amounts and subject to the terms and conditions set forth in Appendix G.

#### **Section 2. Indemnification. (As set forth in Exhibit G)**

A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of the Services Agreement or the performance thereof, or which may in any way result therefrom, which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy the discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Agreement shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Provider or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such Indemnified Party is liable in whole or in omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

## APPENDIX E

### INSURANCE PROVISIONS

#### A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

##### Type of Insurance Required Limits of Liability

1. Workers' Compensation, statutory.
2. Employers' Liability \$1,000,000 per accident. \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee).
3. Commercial General Liability, including "occurrence" coverage for:
  - a. Premises and operations, Independent contractors protective, contractual liability, broad form property damage and XCU hazards \$2,000,000 per occurrence for bodily injury and property damage combined.
  - b. Products and operations, (including broad form property damage). \$2,000,000 per occurrence for bodily injury and property damage combined.
  - c. Personal injury liability \$2,000,000 per occurrence. Coverages a, b and c \$2,000,000 policy aggregate.
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability). \$2,000,000 per accident for bodily injury and property damage combined.
5. Umbrella/Excess Liability \$10,000,000 per occurrence.
6. Pollution Legal Liability (to apply as Excess over 2, 3 and 4 above). \$2,000,000 Per Pollution Condition \$2,000,000 policy aggregate.

#### B. Miscellaneous Provisions

1. Equivalent insurance must be maintained by each subcontractor of the Contractor.
2. All insurance companies must be reasonably acceptable to the Municipality and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "AVIII" and a license to do business in the State of Illinois.
3. All liability coverages shall be written on an occurrence basis.
4. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality, certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

4. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Municipality by certified mail.
5. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.
6. The insurance policies set forth in items 3, 4 and 5 above shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

**APPENDIX F**

**MAP OF VILLAGE**



**APPENDIX G**

**DRAFT CONTRACTUAL LANGUAGE**

**NOTE: THIS CONTRACT IS IN DRAFT FORM AND WILL BE FINALIZED AND EXECUTED AT THE CONCLUSION OF THE PROCESS**

**RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT  
VILLAGE OF CHANNAHON  
AND**

**DATED:** \_\_\_\_\_

This Residential Refuse Service Agreement (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_ (the "Contractor"), and the Village of Channahon, an Illinois municipal corporation with offices located at \_\_\_\_\_, Channahon, Illinois (the "Municipality").

**PREAMBLE**

**WHEREAS**, the Municipality wishes to contract for the waste hauling, collection, and disposal services specified in this Agreement; and

**WHEREAS**, the Municipality, in order to protect the public health and welfare of its residents, has deemed it necessary to collect, transport and dispose of Solid Waste and Other Waste, both as defined below; and

**WHEREAS**, the Municipality has determined to provide municipal waste collection, transportation and disposal services for its residents; and

**WHEREAS**, the Municipality has determined that it is in the best interests of the Municipality and its residents to contract with the Contractor to collect, transport, and dispose of Solid Waste and Other Waste pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Contractor, pursuant to the terms of this Agreement and on behalf of the Municipality, is willing to collect, transport, and dispose of all Solid Waste and all Other Waste pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions herein contained.

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1 Recitals**

The foregoing recitals and all Exhibits are incorporated into this Section 1.1 as though fully set forth herein.

**Section 1.2 Definitions**

As used in this Agreement, each of the following terms shall have the meaning set forth below:

“Act” means the Environmental Protection Act, ILCS 1993, Chapter 415, Section 5/1 *et seq.*, as amended from time to time, and applicable rules and regulations promulgated there under.

“Agreement” means this Agreement, dated \_\_\_\_\_, by and between the Municipality and the Contractor, as amended from time to time.

“Breach” means one of the items described in Sections 11.1 or 11.2.

“Bulk Items” means items including, but not limited to, pianos, beds, box springs, mattresses, sofas, furniture, furnishings, fixtures.

“Change in Law” means: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Agreement and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date this Agreement is executed.

“Contractor” means \_\_\_\_\_, and its successors and assignees.

“Customers” means all detached single family, duplex, and townhome units, and all multi-family dwellings when the building has six (6) or less residential dwelling units and the municipal facilities. Customers does not include multi-family dwellings with more than six (6) residential units per building.

“Event of Default” has the meaning specified in Sections 10.3 and 10.4.

“Garbage” means waste resulting from handling, processing, cooking and consumption of food and wastes resulting from the handling, processing, storage and sale of produce.

“Holiday” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. During the week of a holiday, each succeeding collection day including and following a holiday shall occur one day after the regular schedule. Holidays which occur on a Sunday will be observed the following Monday with collections delayed one day the remainder of

that week. No collection may occur on a Sunday unless mutually agreed upon between the Village and the Contractor.

“IEPA” means the Illinois Environmental Protection Agency.

“Landscape Waste” means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than four (4) inches in diameter bundled a maximum two (2) feet in diameter and three (3) feet in length and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees.

“Municipal Facilities” means those municipally-owned or municipally-affiliated facilities set forth in the Scope of Services , as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

“Municipality” means Village of Channahon, an Illinois home rule municipal corporation.

“Other Waste” means Landscape Waste, Recyclable Materials, Bulk Items, White Goods, E-Waste, as that term is defined in the Electronic Products Recycling and Refuse Act (415 ILCS 150/1, *et seq.*), and any other materials designated by the Municipality for collection.

“Recyclable Materials” means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, # 1 PETE plastic containers and #2 HPDE plastic containers, aseptic beverage containers, and any other material or materials which the Municipality and the Contractor mutually agree to include as a “Recyclable Material” subsequent to the execution of this Agreement.

“Refuse” means all discarded and unwanted biodegradable and non-biodegradable household and kitchen waste, including, but not limited to, food, food residues and unwanted materials. (i) combustible trash, including, but not limited to, paper cartons, boxes, barrels, wood, excelsior, wood furniture, bedding; (ii) non-combustible trash, including, without limitation, metals, tin cans, metal furniture, glass, crockery; (iii) other mineral waste and street rubbish, including, without limitation, contents of litter receptacles. Refuse does not include any banned material from landfills or which is prohibited from collection per local, state or federal law. Such materials are defined as, but may not be limited to, all electronic waste (i.e. TV’s, computers, printers, ext.), appliances, tires, batteries, automobile items (i.e. engines, fenders, seats) and landscape waste.

“Senior and Disabled Veteran Discount” means Village residents who are primary owners of single family who are 65 years of age and older are eligible for a discount on the monthly collection rate. Disabled veterans are also eligible for a discount. Qualifications of seniors and disabled veterans must be mutually agreed upon by both the Village and the Contractor.

“Services” means the specified waste hauling, collection and disposal services to be provided by the Contractor, pursuant to Section 2.1.

“State” means the State of Illinois.

“Solid Waste” shall mean Garbage, Refuse, other general household waste, and waste created by the Municipal Facilities.

“Subcontractor” means a person or entity that has a direct contract with the Contractor to perform a portion of the Services. (The term "Subcontractor" is referred to throughout this Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or Subcontractors of a separate contractor.)

“Waste” means all Solid Waste, Landscape Waste, Other Waste and any other articles collected by the Contractor.

“White Goods” means White Goods as defined in Section 5/22.28 of the Act.

## **ARTICLE II** **SCOPE OF SERVICES**

### **Section 2.1 Services Provided to Municipality**

The Contractor shall provide the following waste collection, hauling, and disposal services for the Municipal Facilities and all Customers located within the Municipality during this Agreement’s term:

Collection, transportation, and disposal of Solid waste and Other Waste as set forth in the Scope of Services in Exhibit 1.

## **ARTICLE III** **TERM OF AGREEMENT**

### **Section 3.1 Term of Agreement**

The term of this Agreement shall commence on May 1, 2020 and end on \_\_\_\_\_.  
The Municipality shall have the right to review this Agreement for additional terms as set forth in Exhibit 2 (the “Additional Terms”).

## **ARTICLE IV** **WASTE COLLECTION AND DISPOSAL**

### **Section 4.1 Description of Waste to be Collected**

#### **A. Solid Waste**

Materials to be collected, transported and disposed of by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 shall include all solid waste generated by Customers, as well as all waste generated by the Municipal Facilities.

**B. Other Waste**

Materials to be collected by the Contractor, in accordance with the schedule prepared in accordance with Section 4.2, and transported, as provided in Section 4.3, shall include the following:

1. Bulk Items as provided in Article VII.
2. White Goods as provided in Article VII.
3. E-Waste as provided in Article VII.
4. Landscape Waste, as provided in Article VIII.
5. Recyclable Materials as provided in Article IX.
6. Christmas Trees as provided in Article VII.

**Section 4.2 Schedule and Location of Collection**

**Collection**

- A. All Solid Waste and Other Waste is to be collected once per week and shall be collected in accordance with the Schedule included in the Scope of Services. Such schedule shall, among other items, establish the days of each week for collection.
- B. Customers shall place waste containers at the curb in front of each household and be made accessible to standard collection of refuse, recycling and landscape waste trucks.
- C. The Contractor will purchase, distribute, maintain and replace two- wheeled carts as set forth in the Scope of Services all, at no cost to the Customers, for each Customer.
- D. Collection shall not occur prior to \_\_\_\_\_ a.m. or after \_\_\_\_\_ p.m.

**Section 4.3 Disposal of Waste**

**A. Solid Waste**

The Contractor shall transport for processing all Solid Waste collected pursuant to this Agreement to a facility in full compliance with all local, state, and federal laws, rules, and

regulations. Solid Waste shall not be commingled by the Contractor with any Other Waste. Disposal methods and sites shall be licensed and approved by the IEPA, and the Contractor shall provide the Municipality proof of such licensure and authority upon the Municipality's reasonable request.

**B. Other Waste**

1. Recyclable Materials shall be collected and transported, with an intermediate diversion(s) for processing permitted, in accordance with the requirements of Article IX.
2. White Goods shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
3. E-Waste shall be collected and transported to permitted sites for processing and recycling in accordance with applicable laws in the State of Illinois.
4. Bulk Items shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
5. Landscape Waste shall be collected and transported to permitted sites for disposal in accordance with applicable laws.
6. All Other Waste shall be collected and transported and disposed of in full compliance with all local, state and federal laws, rules and regulations.

**Section 4.4 Waste Collection Data**

The Contractor shall provide monthly to the Municipality, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of waste collected including Other Waste.

**Section 4.5 General Operating Requirements**

A. The Contractor shall undertake to perform all Services rendered hereunder in a neat, thorough and workmanlike manner, without supervision by the Municipality, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.

B. The Contractor shall provide the Services in compliance with all applicable governmental laws, rules, regulations and permits. Except as specifically identified in this Agreement, the Contractor shall pay as and when due all costs and expenses incurred with respect to the services to be provided pursuant to this Agreement.

C. The Contractor shall, in a manner consistent with applicable law, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided.

D. The Contractor shall take reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to employees performing the Services and other persons who may be affected thereby.

E. The Contractor shall take all reasonable actions to avoid damage, as a result of its and any Subcontractor's operations, to existing sidewalks, curbs, utilities, adjoining property, the work of separate contractors, and the property of the Municipality and others, and the Contractor shall repair any damage thereto specifically caused by the Contractor or its Subcontractors' operations. The Contractor shall also leave all property described in the preceding sentence in a clean condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by law, in sufficient number to provide the Services specified under this Agreement.

**Section 4.7 Service Coordinators**

The Municipality shall provide the Contractor with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Contractor's service coordinator. The Contractor shall provide the Municipality with the name of its service coordinator with respect to matters that may arise during the performance of this Agreement, and such person shall have authority to transmit instructions and receive information and confer with the Agency's service coordinator. The Municipality or the Contractor may change their respective designations of service coordinators from time to time by notice to the other party.

**ARTICLE V**  
**COMPENSATION**

**Section 5.1 Base Compensation**

A. Amounts charged in subsection 5.1 B, below shall provide the charges for the services set forth in the Scope of Services.

1. Collection, transportation and disposal of Solid Waste, as provided in this Agreement,
2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
3. Collection and transportation of all Municipal Facilities' refuse, which locations and requirements are set forth in the Scope of Services.

4. Providing two-wheeled carts for weekly collection in accordance with the Scope of Services.
- B. Monthly rates will be the rates listed in the "Price Sheet" attached and incorporated as Exhibit 4 for the services set forth in the Scope of Services.

**Section 5.2 RESERVED**

**Section 5.3 Compensation Adjustment**

Charges shall be adjusted as set forth in the Price Sheet.

**ARTICLE VI**

**TITLE TO WASTE**

**Section 6 Title to Waste**

The Contractor shall transfer all Waste to a facility or facilities that are in compliance with all applicable local, state, and federal laws, rules, and regulations. Legal title to the Waste shall vest with the Contractor upon Contractor's collection of same. Village shall remain indemnified from all liabilities of waste hauling and disposal once collected and placed in Contractor's vehicles.

**ARTICLE VII**

**BULK ITEMS, WHITE GOODS, E-WASTE AND EMERGENCY SERVICE**

**Section 7.1 Oversized Bulk Items Collection Service**

The Contractor shall furnish Oversized Bulk Items collection service to collect and dispose of all discarded materials, which are too large and bulky to be handled by packer-type equipment (i.e. pianos, hot tubs, etc.). All Bulk Items, if applicable, shall be placed at curbside by a Customer for collection on the Bulk Item collection day, provided a call has been made to the Contractor by the resident notifying the Contractor of the Bulk Item collection. There shall be an additional charge for these collections as noted in the Price Sheet. Oversized Bulk Item shall be defined in the Scope of Services.

**Section 7.2 White Goods Collection Service**

White Goods shall be collected as set forth in the Scope of Services and shall be disposed of as required by law. The charge for White Goods is listed in the Price Sheet.

**Section 7.3 E-Waste Service**

E-Waste shall be collected from Customers in accordance with the Scope of Services . E-waste will be collected on a scheduled basis with the resident contacting the Contractor and the Contractor providing the collection day for the e-waste. The charge for E-Waste service is listed

in the Price Sheet.

**Section 7.4 Christmas Tree Collection**

Christmas trees will be collected curbside for the first three (3) weeks following Christmas on the resident’s regular collection day. All decoration including tinsel, lights, ornaments and tree stands must be removed. Flocked trees cannot be recycled and must be disposed of through regular trash service. Trees must not be wrapped in any plastic or placed inside a plastic bag. Contractor reserves the right to dispose as refuse of any tree in violation of Section 7.4.

**Section 7.5 Emergency Pick-Up Service**

The Contractor shall, upon receipt of notice from the Municipality, provide any Customers with a special emergency pick-up service for garbage, rubbish and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste material and where a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health and/or welfare of the community. Any such special emergency pick-up service shall be on or before the next business day after the day of notification, excluding Saturday and Sunday, and no charge shall be made to the Municipality for this service. This provision does not and is not intended to provide free garbage service to the Municipality and its residents in the event of a natural disaster, such as windstorm, tornado, flooding, ice storm or another similar occurrence.

**Section 7.6 Payment**

The Municipality shall pay the Contractor in accordance with the Price Sheet in monthly payments based on the unit price times the number of units for that month based on figures provided by the Municipality from its accounting system.

Contractor invoices shall be forwarded to the Municipality, Attention: Finance Director, no later than the 5<sup>th</sup> day of the month for payment within that month. Invoices will be paid in a timely manner.

**ARTICLE VIII**  
**LANDSCAPE WASTE**

**Section 8.1 Landscape Waste Collection Service**

Landscape Waste shall be collected from Customers in accordance with the schedule provided in the Scope of Services.

**ARTICLE IX**  
**RECYCLABLE MATERIALS**

**Section 9.1 Recyclable Materials Collection Service**

A. Customers

1. Recyclable Materials shall be collected during the term of this Agreement on the same day as the Solid Waste and Landscape Waste is collected in conformance with the Scope of Services.

**ARTICLE X**  
**BREACH; EVENTS OF DEFAULT AND REMEDIES**

**Section 10.1 Breach by Contractor**

Each of the following shall constitute a Breach on the part of the Contractor:

- A. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) business days after notice to the Contractor from the Municipality of such failure.
- B. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
- C. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
- D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- E. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or
- F. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

**Section 10.2 Events of Default and Remedies of Municipality**

- A. If a Breach occurs under Section 10.1, the Municipality may exercise any one or more of the following remedies:
  1. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (6) below, upon such termination the Contractor shall

cease providing services under this Agreement;

2. The Municipality may seek and recover from the Contractor any and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement.
  3. The Municipality may call upon the sureties to perform their obligations under performance bond, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services.
  4. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
  5. Upon any termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation.
  6. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.
- B. In certain events, actual damages are difficult to calculate and therefore it is necessary to provide for Liquidated Damages. Liquidated Damages pursuant to this Agreement are limited solely to the following matters and in the amount set forth in the chart below. For all other breaches or default, actual damages shall apply.

**Limited Liquidated Damages**

Event	Liquidated Damages
Failure to respond to legitimate service complaints within twenty-four (24) hours	One hundred dollars (\$100) per incident.
Failure to collect properly notified missed collections within twenty-four (24) hours	Two-hundred fifty dollars (\$250) per incident.
Failure to provide carts that are in good working order for refuse, recycling or landscape waste to eligible units or Village facilities within one (1) week of request.	One-hundred dollars (\$100) per incident.
Failure to clean up spills occurring during collection operations within forty-eight (48) hours.	Two-hundred fifty (\$250) per incident.

C. This Section 10.2 shall survive the voluntary or involuntary termination of this Agreement.

**ARTICLE XI**

**INSURANCE AND INDEMNIFICATION**

**Section 11.1 Insurance**

1. The Contractor shall procure and maintain the insurance requirements set forth in Exhibit 5 (the "Insurance Schedule").
2. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to the Municipality, certificates of insurance (and other evidence of insurance requested by the Municipality) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
3. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days prior written notice has been given to the Municipality by certified mail.
4. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Municipality and the additional insureds set forth below.

5. The insurance policies indicated in the Insurance Schedule shall be endorsed to include the Municipality, the directors, officers, employees, agents and members of the Municipality as additional named insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

## **Section 11.2 Indemnification**

A. To the maximum extent permitted by law, the Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") in consequence of the this Agreement or the performance thereof, or which may in any way result therefrom, which are caused through the intentional misconduct, negligence or omission of the Contractor or any agent or employee, or any subcontractor or their respective employees. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy the discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided.

B. The indemnification obligations set forth in this Agreement shall include indemnification for Losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss or portion thereof which arises, in whole or in part, out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's intentional misconduct or negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence or intentional misconduct.

C. Until such time as it has been (i) determined by a court of competent jurisdiction that any Indemnified Party is liable in whole or in part for a Loss caused by said Indemnified Party's own negligent acts or omissions or intentional misconduct, or (ii) mutually agreed between the Contractor and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Contractor's sole cost and expense. Each Indemnified Party shall furnish such information as may be reasonably required by the Provider or defense counsel to provide an adequate defense and each such Indemnified Party shall cooperate fully in the defense of the claim giving rise to the Loss. If it is determined that such

Indemnified Party is liable in whole or in omissions, to the extent indicated in the prior paragraph, the Indemnified Party shall be responsible for the payment of that portion of the reasonable attorneys' fees and related expenses incurred in the defense of the claim giving rise to the Loss equal to the Indemnified Party's adjudicated or agreed to share of liability for the Loss.

D. In addition to the Indemnification required above, the Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec 9601, *et. seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

E. This Section 11.2 shall survive the voluntary or involuntary termination of this Agreement.

**ARTICLE XII**  
**MISCELLANEOUS**

**Section 12.1 Assignment**

The Contractor shall not assign this Contract or any part hereof without prior written consent of the City in a form approved by the Municipality. An assignment shall not be subject to a prior lien for service rendered or materials supplies for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such material.

**Section 12.2 Equal Employment Opportunity**

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.

A. During the performance of this Agreement, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an 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 underutilization.

2. 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 underutilized.
3. 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. 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 Municipality, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
5. That the Contractor shall include, verbatim or by reference, the provisions of this Section 12.2 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 Municipality 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.

### **Section 12.3 Performance Bond**

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be in the amount of \$300,000.00 Such performance bond shall be furnished annually by the Contractor for the following contract year and shall indemnify the Municipality against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the date that the Contractor commences providing Services to the Municipality and bond shall be posted within thirty (30) days of the anniversary of the date on which the Contractor commenced provision of Services pursuant to this Agreement.

### **Section 12.4 Prevailing Wages**

The Village and Contractor agree that this Contractor shall be subject to the Prevailing Wage Act. The Contractor, and its subcontractors, shall comply with the Prevailing Wage Act (820 ILCS 130/1 *et. seq.*), as amended. The Contractor, and each subcontractor, shall keep, or cause to be kept, an accurate record

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showing the names and occupation of all laborers, workers and mechanics employed by the Contractor or its subcontractors, in connection with the Work and showing the actual hourly wages paid to each such person. The submittal of an invoice or payment request to the City shall constitute the Contractor's certification to the City that all the wages paid for the work covered by the invoice or payment request have been paid in compliance with the Prevailing Wage Act. Upon the written request of the City, the Contractor, and its subcontractors, shall provide a complete and accurate copy of the records establishing compliance with the Prevailing Wage Act and this paragraph.

All contractors and subcontractors shall pay laborers, workers and mechanics performing services pursuant to this Agreement no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.htm>. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

It is the responsibility of the Contractor to check the above-mentioned website for the most up to date wages for that month in which the work has taken place and to pay accordingly. Further, it is the responsibility of the contractor to supply the Municipality with certified payrolls for all work related to this contract. If you are unsure as to what a certified payroll sheet is that must be supplied, you may find one at the above mentioned website.

#### **Section 12.5 Provision for Telephone Calls**

The Contractor shall establish, maintain, and advertise: (i) a 1-800 telephone number or a telephone number with an exchange designated for the Municipality, in either case where it will receive service requests or complaints on all business days from 8:00 a.m. to 5:00 p.m., and (ii) a website designed for and capable of receiving customer complaints concerning the Services the Contractor provides under this Agreement. The Contractor shall staff the telephone line to minimize customer waiting time. All complaints or service calls shall receive prompt and courteous attention. Each complaint shall be investigated immediately. If a complaint is due to a failure to provide the regularly scheduled collection, not the fault of the resident and is verified, the Contractor shall provide a special collection within 24 hours of receipt of the complaint. The Contractor will provide the Municipality with a monthly report as to complaints and requests for service, indicating the type of complaint or request for service and action taken. All service request forms forwarded to the Contractor by the Municipality shall be completed and returned to the Municipality within two weeks after receipt by the Contractor.

#### **Section 12.6 Equipment to be Used by Contractor**

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. The municipality shall have the right to inspect all vehicles to ensure that the vehicles are safe and capable of collecting Solid waste and Other Waste.

#### **Section 12.7 Compliance with Laws**

The Contractor shall comply at all times with all applicable federal, State and municipal laws,

ordinances and regulations at any time applicable to the Contractor's operations under this Agreement with no increase to the Contractor's compensation, except as set forth in the next sentence. The Contractor and the Municipality shall negotiate an equitable adjustment to the Contractor's compensation to reflect any Change in Law. The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

**Section 12.8 No Alcohol or Drugs**

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and crew members while on duty or in the course of performing their duties under this Agreement and shall enforce a reasonable policy requiring a Drug Free Workplace.

**Section 12.9 Governing Law**

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State. Venue shall be the Circuit Court of Will County, Illinois.

**Section 12.10 Compliance with Laws**

The Contractor shall comply, and shall cause its agents, employees and Subcontractors to comply, with the requirements of all federal, state and local laws, rules, regulations, licenses, approvals and permits in all matters pertaining to (a) the Services and (b) all other transactions contemplated by this Agreement.

**Section 12.11 Dispute Resolution**

A. In the event any controversy, claim or dispute between the Contractor and the Municipality shall arise with respect to the provisions of this Agreement or the transactions contemplated by this Agreement, the Municipality and the Contractor shall undertake in good faith to resolve the dispute.

B. The Contractor and the Municipality shall continue to perform diligently their respective obligations under this Agreement (i) notwithstanding the existence of any dispute, controversy or claim and (ii) during the pendency of any judicial, administrative or other dispute resolution process which is commenced by one or both parties. Notwithstanding the preceding provisions of this paragraph (b), a party may until payment discontinue performance of its obligations under this Agreement if the other party has failed to pay amounts which are undisputed and due or which are preliminarily determined by an arbitrator to be paid pending the final award or which are finally determined to be due.

C. This Section 12.10 shall survive the termination of this Agreement.

**Section 12.12 Further Assurances**

Each party agrees to execute and deliver any instruments and to perform any acts that may be

necessary or reasonably requested in order to carry forth the transactions contemplated by this Agreement so long as such instruments and acts (a) are not inconsistent with the provisions of this Agreement and (b) do not involve the assumption of obligations in addition to the obligations contemplated by this Agreement.

**Section 12.13 Relationship of the Parties; Third Parties**

Nothing in this Agreement shall be deemed to constitute one Party as the partner, agent or legal representative of the other Party. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns; nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to any party to this Agreement nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement.

**Section 12.14 Subcontractors**

A. All other Subcontractors who are retained to perform any of the Services required by this Agreement shall be hired by, and shall be the agents of, the Contractor. The Municipality shall have no relationship with such Subcontractors. The Municipality's prior written approval is required before the Contractor can enter into any subcontracts. Any consent by the Municipality to subcontracting any part of the work shall not be construed to be an acceptance of the subcontract or any of the terms, but shall operate only as an acceptance of the making of a subcontract between the Contractor and Subcontractor.

B. Each subcontract shall also contain a provision whereby the Subcontractor acknowledges that, despite the fact that such Subcontractor is not in privity of contract with the Municipality, the Municipality shall have the right to bring a direct cause of action against such Subcontractor and its officers, agents and employees for its or their acts in connection with its provision of Services.

C. The Subcontractor shall look only to the Contractor for the payment of the claims of any nature whatsoever arising out of any subcontract. The Contractor shall include in all agreements with Subcontractors, as pertaining to this Agreement, that its Subcontractor shall make no claim whatsoever against the Municipality or its officers, directors, employees, agents, for any work performed or thing done by reason of the subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor by the subcontract.

D. A Subcontractor shall not be deemed an agent of the Municipality nor a third- party beneficiary of this Agreement.

E. The Contractor shall be responsible for the compliance of its Subcontractors with the requirements of all federal, state, and municipal laws, ordinances, rules and regulations as may be applicable in the performance of this Agreement.

**Section 12.15 Notices**

Except as otherwise required, all notices or communications required or permitted pursuant to this Agreement shall be in writing and deemed given: (a) when delivered if delivered in person or transmitted by facsimile, telex or similar form of telecommunication, upon receipt that the transmission was successful; or (b) five (5) days after deposit in the United States mail, if sent by certified or registered mail, postage prepaid, addressed as follows:

If to the Municipality:

Village Administrator  
Village of Channahon  
24555 S. Navajo Drive  
Channahon, IL 60410

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a Copy To:

Village Clerk  
Village of Channahon  
24555 S. Navajo Drive  
Channahon, IL 60410

Changes in persons and addresses to which such notices may be directed may be made from time to time by any party by notice to the other party given in accordance with this Section 12.14.

**Section 12.16 Waiver**

A. The waiver of a condition, Event of Default, or Breach under this Agreement must be in a written signed instrument except as otherwise specifically stated in this Agreement. The waiver by either party of an Event of Default or a Breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent Event of Default or Breach. The making or the acceptance of a payment by either party with knowledge of the existence of an Event of Default or Breach shall not operate or be construed to operate as a waiver of the existing or any subsequent Event of Default or Breach.

B. No approval given by the Municipality under this Agreement shall operate to relieve the Contractor from any of its responsibilities under this Agreement or be deemed as an approval by

the Municipality of any deviation contained in any items or document subject to such approval from, or of any failure by the Contractor to comply with, any requirement of this Agreement.

**Section 12.17 Entire Agreement; Modification; Conflicts**

This Agreement sets forth the rights and obligations of the parties to this Agreement. This Agreement (a) constitutes the entire and integrated agreement between the parties with respect to the transactions contemplated by this Agreement, (b) supersedes and replaces all prior negotiations, agreements or understandings with respect to the transactions contemplated by this Agreement and (c) may be modified only by written instrument which refers to this Agreement and which is duly executed by both parties.

**Section 12.18 Construction**

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement. This Agreement shall not be construed against either the Municipality or the Contractor. Wherever a date or period of time is specified in this Agreement, such date or period of time shall be of the essence of this Agreement.

**Section 12.19 Counterparts**

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**Section 12.20 Taxes**

The Contractor shall timely pay all federal, state, and local taxes, including sales tax, social security, worker's compensation, unemployment insurance and other taxes, which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Agreement.

**Section 12.21 Delays**

It is expressly agreed that in no event shall the Municipality be liable or responsible to the Contractor or any other person on account of stoppages or delays in the Services, by injunction or other legal or equitable proceedings brought against the Contractor, or by account of any delay from any cause whatsoever over which the Municipality has no control.

**Section 12.22 Severability**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practical in light of such determinations, implement and give effect to the intentions of the parties as set forth in this Agreement; and the other provisions of this Agreement shall, as and to the extent so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

**(CONTRACTOR)**

**VILLAGE OF CHANNAHON**, an Illinois municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT LIST**

- Exhibit 1      Scope of Services
- Exhibit 2      Additional Terms
- Exhibit 3      Collection Schedule
- Exhibit 4      Price Sheet
- Exhibit 5      Insurance Requirements

**EXHIBIT 1**

**“SCOPE OF SERVICES”**

To be provided prior to execution based upon final agreement.

DRAFT

**EXHIBIT 2**

**“ADDITIONAL TERMS”**

To be provided prior to execution based upon final agreement.

DRAFT

**EXHIBIT 3**

**“COLLECTION SCHEDULE”**

To be attached prior to execution based upon final agreement.

DRAFT

**EXHIBIT 4**

**“PRICE SHEET”**

To be attached prior to execution based upon final agreement.

DRAFT

**EXHIBIT 5**

**“INSURANCE REQUIREMENTS”**

To be provided prior to execution based upon final agreement.

DRAFT