

**AMENDED 8-27-2018**

**Changes from original RFP are highlighted in yellow**

## **Request for Proposal for Solid Waste Services**

# **City of Prospect Heights**

**Name of Firm:** \_\_\_\_\_

**Proposal Due Date & Time:**

**Proposal Bond:**

### **Article I. Introduction and Present Service Information**

**Section 1.1** The City of Prospect Heights (City) hereby invites firms to submit proposals in accordance with the requirements of the following Request for Proposal.

The City is seeking proposals for:

**PART 1: RESIDENTIAL SERVICE** – Single-family, townhome and multi-family residential solid waste collection and disposal services, recycling services, landscape waste collection, and solid waste, landscape waste collection and recycling services for the City’s facilities.

**PART 2: COMMERCIAL SERVICE** – Commercial, institutional and industrial solid waste collection and disposal services and recycling services.

**The City will review PART 1: Residential Solid Waste Service and PART 2: Commercial Solid Waste Service bids independently and the City is not obligated, nor prohibited, to award both bids to the same vendor.**

The proposer selected by the City for each part must commit to provide services for a period of at least **seven** years at the prices and pursuant to the terms and conditions established pursuant to this Request for Proposal process. The commitment of the Proposer to provide these services will be evidenced by written agreement executed with the City. The agreement and various contractual relationships between and among the Proposer and City will be presented to the Proposer at the completion of negotiations.

## **PART 1:**

### **RESIDENTIAL SOLID WASTE and RECYCLING SERVICE**

Presently, the City's approximately 2,279 single-family households have unlimited solid waste collection with a provision of two (2) 95-gallon, 65 gallon, or 35 gallon two-wheeled cart and unlimited landscape waste services. Approximately 457 single family households are currently receiving a senior discount. The City's 753 townhomes have unlimited solid waste collection with a 65-gallon two-wheeled cart, and recycling with a 35-gallon two-wheeled cart. In addition, approximately 3,329 multi-family homes receive solid waste services outlined in **Appendix A**.

The City is a member of the Solid Waste Agency of Northern Cook County (SWANCC) and all residential solid waste collected under this RFP will be required to be disposed at the Glenview Transfer Station (GTS) located at 3 Providence Drive, Glenview, Illinois, unless otherwise directed by the City and SWANCC. SWANCC System Waste shall not be commingled by the Contractor with any other waste. Additionally, the vendor selected will be responsible for the disposal of all Recyclable materials, white goods and landscape waste generated by residents of Prospect Heights as well as all commercial waste and recycling as part of this RFP. Should the vendor desire to avail themselves to SWANCC's recycling incentive program, "RIP" for Residential recycling materials collected then Prospect Heights and the Vendor will discuss further the terms for participation.

#### **Article II Scope of Services**

The City is seeking one qualified firm to provide a variety of solid waste collection, recycling and disposal services for the residential households located within the City.

The City is seeking proposals for the following services. Referenced collection carts are to be provided by the successful proposer, in coordination with the City.

#### **Section 2.1 Solid Waste Services:**

- A. Single Family Detached, Once per Week Unlimited Collection-Curbside collection from single-family households with a hauler supplied 95-gallon, 2-wheeled lidded cart. Additional solid waste that cannot be placed into the cart shall be set out in bags, bundles, containers or boxes weighing up to 50 pounds. The City prefers to maintain the collection day as currently provided by Vendor but will consider alternatives. The existing collect day is outlined in the **Appendix A**. Should the vendor desire to provide a change in collection day, the vendor should submit an alternative schedule and price to be considered.
- B. Single Family Attached, Once per Week Unlimited Collection-Curbside collection from single-family attached households with a hauler supplied 65-gallon, two-wheeled cart. Additional solid waste that cannot be placed into the cart shall be set out in bags, bundles,

containers or boxes weighing up to 50 pounds. The City prefers to maintain the collection day as currently provided by Vendor but will consider alternatives. The existing collect day is outlined in the **Appendix A**. Should the vendor desire to provide a change in collection day, the vendor should submit an alternative schedule and price to be considered.

- C. All Multi-family residential units shall be collected by the contractor
- D. Collection and transportation of SWANCC System Waste to the GTS,
- E. Optional Back Door Collection (containers picked up at the customer's back door)  
**currently 8 customers receive back door collection**
- F. Optional 2X Per Week Collection (containers picked up curbside) **currently 56 customers receive 2x collection**
- G. Collection of bulk items
- H. Senior Citizen Service - The selected Proposer shall offer a Senior Citizen rate for refuse and recycling service to residents 65 years and older with identification.
- I. Commercial, industrial and institutional solid waste collection and disposal services
- J. Collection from City Facilities (**Please see Appendix B**)
- K. Contractor billing of residents
- L. Each single-family home and townhome will have the right to request a different size two-wheeled cart (95 gallon, 65-gallon or 35 gallon) once during the first 90 days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheel cart at no cost. After the 90 day term, the resident will be charged (\$\_\_\_\_) for each request for a different size container.
- M. Vacation Stop: Households may request a temporary termination of the collection of solid waste and recycling. The termination must be for at least 30 days. The Contractor shall not bill the household for the services under this contract for the term of the temporary termination.
- N. Annual cost increase after conclusion of first year per Section 5.2 of the Agreement

#### Recycling Services:

- O. Curbside collection from Hauler provided 95-gallon, or 65-gallon or 35-gallon two-wheeled lidded cart from single-family and townhome households.
- P. Collection from multi-family households
- Q. Collection and recycling of white goods and televisions
- R. Commercial, Industrial and Institutional recycling services
- S. Collection from City Facilities

The term of the contract will be seven years with possible contract extensions of up to three additional one-year extensions at the City's sole option. The term of the contract shall commence on July 1, 2019, and end on June 30, 2026.

Proposers should consult the attached draft agreement in **Appendix H** prior to submitting their proposal. If the Proposer requires revision to the agreements, 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 Proposer.

The City 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 Request for Proposal. It is anticipated that the City will identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals in order to identify the Proposer that best meets the objectives of the City and is most advantageous to the City. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals. Any such revised cost proposal shall be no less favorable to the City than those cost proposals initially submitted to the City.

At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the City will select one Proposer to provide services for the City. The successful Proposer will be required to execute various agreements.

Until execution of a written agreement between the City and the Successful Proposer, each Proposer shall keep its Proposal in effect.

In addition to the requirements of this Request for Proposal, each Proposer will provide, upon written request from the City, such additional information as may be required by the City in order to establish, verify and confirm the Proposer’s competence and ability to perform services.

In submitting its Proposal, each Proposer agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the City) and to provide additional information throughout the evaluation and negotiation period.

The City may select a replacement Proposer, and replace any selected Proposer with the replacement proposer, if any selected Proposer fails to execute the required documents within the required five day period.

Proposals shall be submitted no later than 10:00am on September 21, 2018. The City intends to complete the evaluation and selection process by November 14, 2018.

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

### **Article III. Description of Services**

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

The City currently contracts for solid waste services on behalf of its residents. There are approximately 2,279 single-family households, 753 townhomes and 3,329 multi-family

households that presently receive service. In addition, there are seven (7) Prospect Heights City facilities (City Hall, Public Works, Police Station, Fire Station #1, Fire Station #2, Library District, and Park District and each facility and service requirement is detailed in the draft contract located in **Appendix B**.

The City is a member of the Solid Waste Agency of Northern Cook County (SWANCC) and all residential solid waste collected under this RFP will be required to be disposed at SWANCC's Glenview Transfer Station (GTS), located at 3 Providence Drive, Glenview, Illinois. The residential recycling material, white goods, and e-waste that is collected through this RFP is the responsibility of the Vendor to properly dispose. Should the Vendor desire to use SWANCC's recycling incentive program then the Vendor and Prospect Heights will discuss further what terms will be acceptable for use of the RIP. Commercial, industrial and institutional solid waste does not need to be delivered to the GTS and the selected Proposer shall dispose of this waste at a fully licensed and permitted facility.

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

The City is seeking one qualified firm to provide a variety of solid waste collection, recycling, and landscape disposal services for the residential households and commercial and institutional entities located within the City.

The City is seeking proposals for the following services:

**Single Family-Unlimited Solid Waste Collection with 95-gallon Two-Wheeled Cart:**

*The selected Proposer shall collect an unlimited amount of solid waste from each residence for a flat fee in a two wheeled cart provided by the hauler. Additional carts may be leased at the expense of the homeowner. Additional solid waste that cannot be placed into the cart shall be set out in bags, bundles, containers or boxes weighing up to 50 pounds.*

***Townhome-Unlimited Solid Waste Collection with 65 –gallon Two Wheeled Cart: The selected Proposer shall collect an unlimited amount of solid waste from each residence for a flat fee in a two wheeled cart provided by the hauler. Additional solid waste that cannot be placed into the cart shall be set out in bags, bundles, containers or boxes weighing up to 50 pounds.***

***Multi-Family-Unlimited Solid Waste Collection in Central Container: The selected Proposer shall collect an unlimited amount of solid waste from each residence for a flat fee in a central container(s). The current scope of services for the properties are detailed in Appendix A.***

- 1 Single-Family and Townhome-Recycling Collection with Two Wheeled Cart:** Under this service, the selected Proposer shall collect from single-family and townhome

households single stream recycling from one hauler provided 65-gallon lidded two wheeled cart for single-family households and a 35-gallon two-wheeled lidded cart for townhomes. Additional carts may be leased at the expense of the homeowner.

- 2 **Multi-Family-Recycling in a Central Container:** Under this service, the selected Proposer shall collect single stream recycling from a provided container(s)
- 3 **Optional Backdoor Solid Waste and Recycling Collection:** The selected Proposer will collect from each household electing to purchase this service, at a higher fee, solid waste, recycling and landscape waste from the household's backdoor.
- 4 **Optional Twice Per Week Solid Waste Collection:** The selected Proposer will collect from each household electing to purchase this service, solid waste twice per week with the second collection no less than three calendar days and no more than five days from the first regularly scheduled collection.
- 5 **Move Out Collection:** The selected Proposer is to collect at no cost to the City, all refuse placed at the curb by a resident moving out of their home. Collections are to occur on regular collection days or upon special request by the City to eliminate a serious nuisance condition. Collection is to be made whether or not the customer has current service, or service has been terminated due to failure to pay their account.
- 6 **Senior Citizen Discount:** When calculating refuse collection costs, Proposers need to allow for a 25 percent solid waste and recycling collection cost discount (minus the Municipal Disposal Fee) for households in which the head of the household is age 65 or older, as demonstrated by identification. City staff is responsible for processing the applications for the senior citizen discount and will inform the selected proposer when households are to begin receiving the senior citizen discount. Discounts are to begin at the start of the first quarter billing period following the acceptance of the senior citizen's application for the discount. *Presently, there are approximately 454 households that qualify for a 25 percent senior discount.*
- 7 **Service Interruptions for Vacations:** The Selected Proposer is to allow residents to interrupt service and not be charged for service for vacations of 30 or more days, providing residents notify the Selected Proposer prior to the vacation interruption.
- 8 **Bulk Items:** The selected Proposer shall collect all bulk items set out by a household weekly. There shall be no additional charge for these collections.
- 9 **White Goods:** The selected Proposer shall collect White Goods as defined in section 22.28 of the Illinois Environmental Protection Act White Goods shall be collected the same day solid waste is collected from the resident.
- 10 **E-Waste (including televisions)** E-waste as defined in Electronics Products Recycling and Reuse Act (PA-095-0959) shall be collected from single family and town-home residents. E-waste will be collected on a scheduled basis with the resident contacting the Vendor and the Vendor providing the collection day for the e-waste.
- 11 **Emergency Collection:** The selected Proposer shall, upon receipt of notice from the City, provide any home in the community 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 City for the collection of garbage, rubbish and miscellaneous waste materials. The City shall provide the selected Proposer 24-hour notification in writing 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 City. Roll-off containers may also be requested by the City for Emergency Collection. The roll-off containers shall be placed at locations mutually agreed upon by the City and selected Proposer; said cost shall be paid by the selected Proposer.

- 12 **Cart Change-Out Fee-** The selected Proposer shall charge each household this fee if the household requests a different size container after the initial 90 days of this agreement and through its duration.
- 13 **Leased Solid Waste, Recycling and Landscape Waste Carts-** The selected Proposer shall make available to households the option to lease additional carts for the collection of solid waste, recycling or landscape waste.
- 14 **Other Services-** the Proposer is encouraged to identify other services that may be available to the City with or without cost.
- 15 **Selected Proposer to Provide Billing Services-**The Selected Proposer is responsible for billing residents for solid waste services. Residents are to be billed no less frequently than quarterly, in advance of service, with the bill indicating the period of service, whether it reflects a senior discount, and the due date. Bills are to be sent to residents the month before the service period begins, and payments are due at the first day of the second month of the billing period. The Selected Proposer is responsible for any losses due to failure of residents to pay for the services. The City will assist the Selected Proposer in assuring that residents have solid waste services by enforcing the City requirement that all single-family properties obtain solid waste services from the Selected Proposer. The City will provide to the Vendor the SWANCC disposal fee that will be included in the monthly bill to the residents. The Vendor will collect the SWANCC fee and remit the fee paid from the Resident within 30 days of receipt.
- 16 **Insurance and Indemnification-**The successful Proposer shall be required to maintain, at a minimum, the insurance coverage and indemnification set forth in **Appendix F**. Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.
- 17 **Division of City and Days of Solid Waste and Landscape Waste Collection-** Proposers 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. The

City's preference is to have citywide collection on the same day of the week, but will consider splitting the City's collection if beneficial to the City. A map of the City is shown in **Appendix J**. Collection days must be Monday through Friday.

- 18 **Hours of Collection**-All refuse, landscape waste and recycling collection is to be between the hours of 7:00am and 6:00pm. A sufficient number of collection vehicles and operators are to be provided to complete collections during these hours.
- 19 **Ready Telephone/Internet Access**-The Selected Proposer is to provide available telephone and internet access to receive service requests and complaints from City residents and City officials. Sufficient toll-free telephone lines, telephones and internet service are to be provided from 8:00am-5pm each day when the contractor is collecting in the City. Sufficient staff is to be provided to minimize citizen waiting time to less than three minutes.
- 20 **Route Supervisor Liaison**-The Selected Proposer's route supervisor is to act as a liaison between the City, the Selected Proposer, and citizens in addressing inquiries, calls and complaints. The Route Supervisor shall be equipped with a mobile telephone so that City 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 City for the day.
- 21 **Route Supervisor Oversight**-The route supervisor is to spend as much time in the City on collection days as needed to ensure that collection vehicle operators provide high quality service to the City and its citizens, and to provide prompt attention to service requests and complaints, and to provide follow-up to City staff.
- 22 **Damage to Streets Prohibited**-The Selected Proposer is to provide collection equipment that will not disfigure or damage City streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees etcetera. The City will require the contractor to repair, at the contractor's expense, damages to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator negligence.
- 23 **Provision of Data to City**-The Selected Proposer is to provide the City with monthly information about quantities of solid waste collected in the City. Data shall include volume and weight of refuse delivered to SWANCC, volume and weight (if available) of landscape waste delivered to processing sites, number of landscape waste stickers sold to businesses that sell stickers, landscape waste disposal locations, pounds of recyclables collected and broken down by separate types of materials, processing locations, and subcontractors for recyclable materials.



## **Alternative Landscaping:**

### **Once per Week Unlimited Collection of Landscape Waste**

The selected Proposer will provide once per week unlimited collection of Landscape Waste. Proposers will provide pricing for the following landscape waste disposal options.

- **Landscape Waste Bag/Bundle Subscription.** Residents may place landscape waste bags or bundles at the curb each landscape waste collection day, without a landscape waste sticker. Please provide cost proposal on a City-wide and individual resident basis.
- **Landscape Waste/Food Scrap 65-Gallon Cart Subscription.** Residents are permitted to place landscape waste, along with clean food scraps, in the landscape waste cart for composting. No landscape sticker is required. Please provide cost proposal on a City-wide and individual resident basis.
- **Landscape Waste/Food Scrap 95-Gallon Cart Subscription.** Residents are permitted to place landscape waste, along with clean food scraps, in the landscape waste cart for composting. No landscape waste sticker is required. Please provide cost proposal on a City-wide and individual resident basis.

All of the above-described landscape waste disposal collections will occur once per week, March 15th through December 15th. Christmas trees, without landscape waste stickers, will be collected the first three weeks in January.

## **Article IV. Instructions to Proposers**

### **Section 4.1 Introduction**

The City of Prospect Heights desires to select the successful Proposer who, in the City's opinion, will best be able to provide the services described in Article II of this Request for Proposal.

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

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the City's selection process.

### **Section 4.2 Selection of Successful Proposer**

The City will select one Proposer to provide all Services described in Part 1 of this Request for Proposal.

### **Section 4.3 Addenda and Interpretation**

No Proposer shall be entitled to rely upon any oral interpretation of the meaning of this Request for Proposal. 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 Request for Proposal. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted.

### **Section 4.4 Submittal of Proposals**

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

Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

### **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. Proposers may withdraw their Proposals by written request signed by authorized representatives of such Proposers at any time prior to 10:00am on October 15, 2018.

### **Section 4.6 Evaluation and Selection Process**

An Evaluation Committee comprised of City staff and any persons selected by the City, will review Proposals in accordance with the evaluation criteria. The Evaluation Committee will evaluate the Proposals and report to the City Council. As part of its review, the Evaluation Committee may request that one or more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee.

It is expected that the Evaluation Committee will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals in order to identify the Proposer that best meets the objectives of the City and is most advantageous to the City. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals. (Any such cost proposal shall be no less favorable to the City than those cost proposals initially submitted to the City.) At the completion of the negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer to the City Council. The City Council will then select a successful Proposer who will be required to execute the various agreements.

Until execution of a written agreement between the City and successful Proposer, each Proposer shall keep its proposal in effect.

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

In submitting its Proposal, each Proposer agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the City) and to provide additional information throughout the evaluation and negotiation period.

The City may select a replacement Proposer, and replace any selected Proposer with the replacement Proposer, if any selected Proposer fails to execute the required documents within the required five day period.

The City intends to complete the evaluation and selection process by November 14, 2018, however, the City reserves the right to extend this evaluation and selection process for up to one (1) month from this date, by notifying the Proposers. 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 City 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 City reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of the Request for Proposal when it may deem such waiver to be in the best interest of the City.

#### **Section 4.8 Ownership of Proposals**

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

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the City of information submitted in the Proposal. The Proposer further agrees that the City shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the Successful Proposer with whom the City contracts.

#### **Section 4.9 Costs**

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

#### **Section 4.10 Bonds**

Each Proposer must submit a bid bond, as set forth in the Submittal Requirements, as a guarantee that if selected it will enter into Contract with the City in substantial conformity with its Proposal.

The bid bond of all unsuccessful Proposers will be released after the Successful Proposer has entered into the required contractual agreements with the City.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bonds, as described in the Submittal Requirements, to guarantee that it will perform the services described in the Request for Proposal.

#### **Section 4.11 Compliance with Laws**

The successful Proposer 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 City 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 Prevailing Wage Act**

The Proposer shall comply with the requirements of the Illinois Prevailing Wage Act (820ILCS 130/0.01 et seq.)

#### **Section 4.13 Insurance**

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix G**. Each Proposal shall be accompanied by written evidence of such Proposer'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 Request for Proposal will be evaluated by the City for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this Request for Proposal. Where used below: (i) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Proposer 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 Proposer.

## **Section 5.2 Quality of Proposer**

1. The professional qualifications and experience of the Proposer 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 Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

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

1. Verification that the Proposer can provide the services described in this Request for Proposal for **seven** 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. Quality control plan.
6. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor which the Proposer intends to use.
7. References.

## **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.
4. Quality control plan.
5. Quality of description of monthly operating reports included, but not limited to, complaint information and resolution and tonnages collected by type.
6. References
7. Reasonableness of Cost Proposal
8. Quality and Reasonableness of Any Alternate Proposal
9. Quality and Reasonableness of Comments on Draft Contractual Agreement

A draft Agreement shall be provided to the City and will be negotiated with the selected Proposer.

## **Article VI. Submittal Requirements**

### **Section 6.1 Format**

Nine (9) hard copies and one electronic copy of the Proposal shall be submitted in a sealed envelope to:

City of Prospect Heights  
**Attn. Joe Wade, City Administrator**  
8 N. Elmhurst Road  
Prospect Heights, IL 60070

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

Proposers are advised to adhere to the Submittal Requirements. Failure to comply with the Instructions of this Request for Proposal may be cause for rejection of the Proposal. The City reserves the right to accept any Proposals and/or parts thereof and/or reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material should be clearly identified as confidential, and the City 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 guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this Request for Proposal, 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 Request for Proposal.

Each Proposal must include the following items:

- 6.2.1 Cover Letter.** Signed by an authorized representative of the Proposer, the letter must include the title of the representative and his or her responsibility with respect to the Services.
- 6.2.2 Executive Summary.** The executive summary or introduction shall include a statement of the Proposer's understanding of the Services to be performed.
- 6.2.3 Litigation.** A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and

settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.

**6.2.4 Operational Approach.** This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the services.

**6.2.5 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 Proposer 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 request for Proposal.

**6.2.6 Bid Bond.** Each Proposer must submit a bid bond of \$25,000, in the form of a bond or cashier's check, as a guarantee that if selected they will enter into Contract with the City in substantial conformity with this Proposal.

**6.2.7 Performance Bond.** If selected as a successful Proposer, the Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as Appendix L, to be executed by a responsible surety company and to be in the penal sum equal to one-fifth (1/5) of the estimated amount of the Contractor's total compensation for the first year of this Agreement.

## **PART 2:**

### **COMMERCIAL SOLID WASTE SERVICE**

The City is contracting for solid waste services on behalf of the commercial, industrial and institutional businesses located throughout the City. The City estimates that there are approximately 160 registered businesses in the City. This estimate of registered businesses may be greater than the total number of distinct commercial franchise accounts the proposer may obtain under this commercial franchise due to, for example, businesses sharing refuse containers under garbage service provided by the building's landlord, or entities otherwise exempt from this franchise agreement by law.

The City encourages recycling in the commercial, industrial, and institutional sectors, and will give consideration to firms that demonstrate their ability to provide comprehensive recycling and waste reduction services.

#### **Article II Scope of Services**

The City is seeking one qualified firm to provide a variety of solid waste collection, recycling and disposal services for commercial, industrial, and institutional properties located in the City, as described in detail in the draft Agreement attached to this Request for Proposal as **Appendix I**.

The City is seeking proposals for the following services. Referenced collection carts are to be provided by the successful proposer.

#### **Section 2.1 Solid Waste Services:**

- A. Commercial, industrial and institutional solid waste collection and disposal services
- B. Temporary Construction and Demolition Roll-Off
- C. Contractor billing of commercial and institutional accounts

Recycling Services:

- D. Commercial, Industrial and Institutional recycling services

The term of the contract will be seven years with possible contract extensions of up to three additional one-year extensions at the City's sole option. The term of the contract shall commence on July 1, 2019, and end on June 30, 2026.

Proposers should consult the attached draft agreement in **Appendix I** prior to submitting their proposal. If the Proposer requires revision to the agreements, written revisions must be included with the proposal submission. The draft agreement is not in final form and the final agreements will be negotiated with the selected Proposer.



The City 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 Request for Proposal. It is anticipated that the City will identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals in order to identify the Proposer that best meets the objectives of the City and is most advantageous to the City. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals. Any such revised cost proposal shall be no less favorable to the City than those cost proposals initially submitted to the City.

At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the City will select one Proposer to provide services for the City. The successful Proposer will be required to execute various agreements.

Until execution of a written agreement between the City and the Successful Proposer, each Proposer shall keep its Proposal in effect.

In addition to the requirements of this Request for Proposal, each Proposer will provide, upon written request from the City, such additional information as may be required by the City in order to establish, verify and confirm the Proposer’s competence and ability to perform services.

In submitting its Proposal, each Proposer agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the City) and to provide additional information throughout the evaluation and negotiation period.

The City may select a replacement Proposer, and replace any selected Proposer with the replacement proposer, if any selected Proposer fails to execute the required documents within the required five day period.

Proposals shall be submitted no later than 10:00am on September 21, 2018. The City intends to complete the evaluation and selection process by November 14, 2018.

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

### **Article III. Description of Services**

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

The City currently contracts for solid waste services on behalf of its commercial, industrial and institutional entities. The City estimates there are 160 commercial entities in the City.

Commercial, industrial and institutional solid waste shall be disposed of at a fully licensed and permitted facility by the selected Proposer.

### Section 3.2 Scope of Services

The City is seeking one qualified firm to provide a variety of solid waste collection, recycling and disposal services for the commercial and institutional entities located within the City.

The City is seeking proposals for the following services:

1. **Commercial, Institutional and Industrial Unlimited Solid Waste Collection:** The selected Proposer shall provide, on behalf of the Municipality, complete service for designated collection, transportation and disposal (or sale) of Non-SWANCC Waste at the facility or facilities mutually agreed upon by the Municipality and the Contractor. The Contractor shall be the sole and exclusive licensee of the Municipality to provide the above-referenced Commercial Services.
2. **Solid Waste Containers:** The selected Proposer will collect and dispose solid waste and recycling from Hauler provided containers. Proposer is responsible for securing lids of refuse containers and access gates after servicing. This is intended for health and cleanliness purposes.
3. **Other Services** - the Proposer is encouraged to identify other services that may be available to the City with or without cost.
4. **Selected Proposer to Provide Billing Services-**The Selected Proposer is responsible for billing residents for solid waste services. Residents are to be billed no less frequently than quarterly, in advance of service, with the bill indicating the period of service, whether it reflects a senior discount, and the due date. Bills are to be sent to residents the month before the service period begins, and payments are due at the first day of the second month of the billing period. The Selected Proposer is responsible for any losses due to failure of residents to pay for the services. The City will assist the Selected Proposer in assuring that residents have solid waste services by enforcing the City requirement that all single-family properties obtain solid waste services from the Selected Proposer.
5. **Revenue Collection** - The City will require that the Contractor include in the monthly bill a franchise fee and container fee to be remitted to the City on collected revenue. The annual franchise fee of \$54,000 shall be paid to the City in equal monthly installments on or before the 25th of each month. The franchise fee shall increase annually, on July 1st of each year, by the same formula used to annually adjust rates as specified in Section 5.1(c) of the Agreement. The franchise fee shall be included in the rates listed in **Appendix D** and shall not be separately listed on the monthly bills to the commercial entities. A container fee of \$8.00 per yard per container shall be paid to the City on collected revenue on a monthly basis. The container fee shall be included in the rates listed in **Appendix D** and shall not be separately listed on the monthly bills to the commercial entities. This per yard container fee may be adjusted annually by the City. A roll-off fee of \$10.00 per hauling charge pull shall be paid to the City on collected revenue on a monthly basis. The roll-off fee shall be included in the rates listed in **Appendix D** and

shall not be separately listed on the monthly bills to the commercial entities. This per haul fee may be adjusted annually by the City.

6. **Insurance and Indemnification**-The successful Proposer shall be required to maintain, at a minimum, the insurance coverage and indemnification set forth in **Appendix F**. Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.
7. **Hours of Collection**-All refuse, landscape waste and recycling collection is to be between the hours of 7:00am and 6:00pm. A sufficient number of collection vehicles and operators are to be provided to complete collections during these hours.
8. **Ready Telephone/Internet Access**-The Selected Proposer is to provide available telephone and internet access to receive service requests and complaints from City residents and City officials. Sufficient toll-free telephone lines, telephones and internet service are to be provided from 8:00am-5pm each day when the contractor is collecting in the City. Sufficient staff is to be provided to minimize citizen waiting time to less than three minutes.
9. **Route Supervisor Liaison**-The Selected Proposer's route supervisor is to act as a liaison between the City, the Selected Proposer, and citizens in addressing inquiries, calls and complaints. The Route Supervisor shall be equipped with a mobile telephone so that City 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 City for the day.
10. **Route Supervisor Oversight**-The route supervisor is to spend as much time in the City on collection days as needed to ensure that collection vehicle operators provide high quality service to the City and its citizens, and to provide prompt attention to service requests and complaints, and to provide follow-up to City staff.
11. **Damage to Streets Prohibited**-The Selected Proposer is to provide collection equipment that will not disfigure or damage City streets, and operators that will operate vehicles in a manner that will not damage streets, sidewalks, overhead trees etcetera. The City will require the contractor to repair, at the contractor's expense, damages to City property that is caused by spills, skidding vehicles, driving on sidewalks or parkways, equipment malfunctioning, or operator negligence.
12. **Provision of Data to City**-The Selected Proposer is to provide the City with monthly information about quantities of commercial, industrial and institutional solid waste collected in the City. Data shall include volume and weight of refuse delivered to fully licensed and permitted facilities, pounds of recyclables collected and broken down by separate types of materials, processing locations, and subcontractors for recyclable materials.

## **Article IV. Instructions to Proposers**

### **Section 4.1 Introduction**

The City of Prospect Heights desires to select the successful Proposer who, in the City's opinion, will best be able to provide the services described in Article II of this Request for Proposal.

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

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the City's selection process.

#### **Section 4.2 Selection of Successful Proposer**

The City will select one Proposer to provide all Services described in Part 2 of this Request for Proposal.

#### **Section 4.3 Addenda and Interpretation**

No Proposer shall be entitled to rely upon any oral interpretation of the meaning of this Request for Proposal. 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 Request for Proposal. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted.

#### **Section 4.4 Submittal of Proposals**

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

Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

#### **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. Proposers may withdraw their Proposals by written request signed by authorized representatives of such Proposers at any time prior to **10:00am on October 15, 2018**.

#### **Section 4.6 Evaluation and Selection Process**

An Evaluation Committee comprised of City staff and any persons selected by the City, will review Proposals in accordance with the evaluation criteria. The Evaluation Committee will evaluate the Proposals and report to the City Council. As part of its review, the Evaluation

Committee may request that one or more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee.

It is expected that the Evaluation Committee will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals in order to identify the Proposer that best meets the objectives of the City and is most advantageous to the City. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals. (Any such cost proposal shall be no less favorable to the City than those cost proposals initially submitted to the City.) At the completion of the negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer to the City Council. The City Council will then select a successful Proposer who will be required to execute the various agreements.

Until execution of a written agreement between the City and successful Proposer, each Proposer shall keep its proposal in effect.

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

In submitting its Proposal, each Proposer agrees to make one or more presentations of its Proposal, to attend meetings, (if and when requested by the City) and to provide additional information throughout the evaluation and negotiation period.

The City may select a replacement Proposer, and replace any selected Proposer with the replacement Proposer, if any selected Proposer fails to execute the required documents within the required five day period.

The City may select a replacement Proposer, and replace any selected Proposer with the replacement Proposer, if any selected Proposer fails to execute the required documents within the required five day period.

The City intends to complete the evaluation and selection process by November 14, 2018, however, the City reserves the right to extend this evaluation and selection process for up to one (1) month from this date, by notifying the Proposers. 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 City 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 City reserves the right, in its sole discretion, to waive any and all informalities or failure to comply with the requirements of the Request for Proposal when it may deem such waiver to be in the best interest of the City.

#### **Section 4.8 Ownership of Proposals**

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

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the City of information submitted in the Proposal. The Proposer further agrees that the City shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the Successful Proposer with whom the City contracts.

#### **Section 4.9 Costs**

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

#### **Section 4.10 Bonds**

Each Proposer must submit a bid bond, as set forth in the Submittal Requirements, as a guarantee that if selected it will enter into Contract with the City in substantial conformity with its Proposal.

The bid bond of all unsuccessful Proposers will be released after the Successful Proposer has entered into the required contractual agreements with the City.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bonds, as described in the Submittal Requirements, to guarantee that it will perform the services described in the Request for Proposal.

#### **Section 4.11 Compliance with Laws**

The successful Proposer 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 City 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 Prevailing Wage Act**

The Proposer shall comply with the requirements of the Illinois Prevailing Wage Act (820ILCS 130/0.01 et seq.)

#### **Section 4.13 Insurance**

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix G**. Each Proposal shall be accompanied by written evidence of such Proposer'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 Request for Proposal will be evaluated by the City for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this Request for Proposal. Where used below: (i) the term "quality" shall refer to the degree of excellence, thoroughness and credibility of the Proposer 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 Proposer.

### **Section 5.2 Quality of Proposer**

1. The professional qualifications and experience of the Proposer 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 Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

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

1. Verification that the Proposer can provide the services described in this Request for Proposal for **seven** 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. Quality control plan.
6. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor which the Proposer intends to use.
7. References.

### **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.

4. Quality control plan.
5. Quality of description of monthly operating reports included, but not limited to, complaint information and resolution and tonnages collected by type.
6. References
7. Reasonableness of Cost Proposal
8. Quality and Reasonableness of Any Alternate Proposal
9. Quality and Reasonableness of Comments on Draft Contractual Agreement

A draft Agreement shall be provided to the City and will be negotiated with the selected Proposer.

## **Article VI. Submittal Requirements**

### **Section 6.1 Format**

Nine (9) hard copies and one electronic copy of the Proposal shall be submitted in a sealed envelope to:

City of Prospect Heights  
**Attn. Joe Wade, City Administrator**  
8 N. Elmhurst Road  
Prospect Heights, IL 60070

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

Proposers are advised to adhere to the Submittal Requirements. Failure to comply with the Instructions of this Request for Proposal may be cause for rejection of the Proposal. The City reserves the right to accept any Proposals and/or parts thereof and/or reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material should be clearly identified as confidential, and the City 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 guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this Request for Proposal, 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 Request for Proposal.

Each Proposal must include the following items:



- 6.2.1 Cover Letter.** Signed by an authorized representative of the Proposer, the letter must include the title of the representative and his or her responsibility with respect to the Services.
- 6.2.2 Executive Summary.** The executive summary or introduction shall include a statement of the Proposer's understanding of the Services to be performed.
- 6.2.3 Litigation.** A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.
- 6.2.4 Operational Approach.** This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the services.
- 6.2.5 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 Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposals set forth in **Appendix D** is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this request for Proposal.
- 6.2.6 Bid Bond.** Each Proposer must submit a bid bond of \$25,000, in the form of a bond or cashier's check, as a guarantee that if selected they will enter into Contract with the City in substantial conformity with its Proposal.
- 6.2.7 Performance Bond.** If selected as a successful Proposer, the Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as **Appendix L**, to be executed by a responsible surety company and to be in the penal sum of \$500,000.

## APPENDIX A

### RESIDENTIAL SERVICE BREAKDOWN

**All solid waste pickups currently preformed on Friday**

| <b>Estimated Number of Single-Family Households by Service Option</b> |                             |
|---|-----------------------------|
| <b>Association</b>  | <b>Number of Households</b> |
| 1 x per week curbside   | 1702                        |
| 1 x per week Townhomes  | 753                         |
| 1 x per week curbside (senior)  | 438                         |
| 2 x per week curbside   | 45                          |
| 2 x per week curbside (senior)  | 11                          |
| 1 x per week backdoor   | 3                           |
| 1 x per week backdoor (senior)  | 5                           |
| 2 x per week backdoor   | 0                           |
| 2 x per week backdoor (senior)  | 0                           |

| <b>Multi-Family Current Services by Location</b> |                        |                                     |                         |
|--|------------------------|-------------------------------------|-------------------------|
| <b>Association</b>                               | <b>Number of Units</b> | <b>Type of Containers</b>           | <b>Frequency/Week</b>   |
| <b>Country Pines</b>                             | 468                    | 4-6 yd, 14-8 yd, 1-4 yd and 5-2yd   | 5                       |
|  | 6                      | 1-2 yd serviced three days a week   | 3                       |
|  | 6                      | 1-2 yd serviced three days a week   | 3                       |
| Briarwood Terrance                               | 450                    | 17-2yds & 12-1.5yds                 | 3                       |
| Lake Run Condos                                  | 350                    | 1-8yd & 6-2yd comps                 | 3                       |
| Old Willow Falls Condos                          | 176                    | 4-8yd                               | 3                       |
| Pinecrest Condos                                 | 72                     | 5-4yd                               | 2                       |
| Quincy Park Condos                               | 592                    | 18-3yd, 13-95G, 9-2yd, 9-4yd, 1-6yd | 2                       |
| River Trails Condos                              | 360                    | 4-4yd, 5-6yd, 2-8yd, 2-10yd         | 2                       |
| Willow Heights Condos                            | 348                    | 2-10yd, 2-8yd, 7-6yd, 1-3yd         | 3                       |
| Willow Woods Condos                              | 300                    | 14-2yd, 6-1.5yd, 3-4yd,             | 3                       |
| Wimbledon Lakes                                  | 180                    | 5-8yd, 3-8yd                        | 5-8yd (2xs) 3-8yd (3xs) |
| East Piper Lane                                  | 21                     | 1-4yd                               | 3                       |

## **APPENDIX B**

### **MUNICIPAL FACILITIES**

|                  |  |
|------------------|--|
| City Hall        | 8 N Elmhurst Road, Prospect Heights, IL        |
| Public Works     | 401 Piper Lane, Prospect Heights, IL           |
| Police Station   | 14 E Camp McDonald Road, Prospect Heights, IL  |
| Fire Station #9  | 10 E Camp McDonald Road, Prospect Heights, IL  |
| Fire Station #39 | 1275 S Wolf Road, Prospect Heights, IL         |
| Library District | 12 N Elm Street, Prospect Heights, IL          |
| Park District    | 110 W Camp McDonald Road, Prospect Heights, IL |

## APPENDIX C

### July 1, 2019 RESIDENTIAL SOLID WASTE COST PROPOSAL

Initial year pricing; subsequent years shall be adjusted by Section 5.2 of the Agreement.

#### Solid Waste Collection and Disposal

|  |                         |
|--|-------------------------|
| Single-Family Unlimited Solid Waste Collection with 95g Cart       | \$_____ per household   |
| Townhome Unlimited Solid Waste Collection with 65g Cart            | \$_____ per household   |
| Multi-Family Unlimited Solid Waste Collection in Central Container | \$_____ per household   |
| Single-Family Recycling Collection with 95g Cart                   | \$_____ per household   |
| Townhome Recycling Collection with 65g Cart                        | \$_____ per household   |
| Multi-Family Recycling Collection in Central Container             | \$_____ per household   |
| Optional Back-Door Solid Waste and Recycling Collection            | \$_____ per household   |
| Optional 2x Week Solid Waste and Recycling Collection              | \$_____ per household   |
| Optional 2x Week & Back Door Solid Waste Collection                | \$_____ per household   |
| White Goods Collection and Disposal                                | \$_____ per pickup/item |
| E-Waste Collection   | \$_____ per pickup/item |
| Extra Cart Lease (solid waste, recycling or landscape any size)    | \$_____ per cart        |
| Cart Change Out Fee (after initial 90 days of contract)            | \$_____ per cart        |

- **The City reserves the right to select any and all of the stated services**

#### Once per Week Unlimited Collection of Landscape Waste

|   |   |
|---|---|
| <b>Alternative #1</b> - Landscape Waste Bag/Bundle Subscription<br>(No landscape waste stickers required)         | \$_____ City-wide cost<br>\$_____ per household |
| <b>Alternative #2</b> - Landscape Waste/Food Scrap 65g Cart Subscription<br>(No landscape waste sticker required) | \$_____ City-wide cost<br>\$_____ per household |
| <b>Alternative #3</b> - Landscape Waste/Food Scrap 95g Cart Subscription<br>(No landscape waste sticker required) | \$_____ City-wide cost<br>\$_____ per household |

#### Vendor Offered Alternatives to Above

|   |   |
|---|---|
| Please provide any service alternatives and pricing for Residential solid waste collection, recycling, and landscape waste collection | \$_____ City-wide cost<br>\$_____ per household |
|---|---|

## APPENDIX D

### July 1, 2019 COMMERCIAL SOLID COST PROPOSAL

Commercial, Industrial, and Institutional – Solid Waste Collection and Disposal  
Initial year pricing; subsequent years shall be adjusted by Section 5.1(c) of the Agreement.

| Container Size                                    | 1X      | 2X      | 3X      | 4X                | 5X      | 6X      |
|---|---------|---------|---------|-------------------|---------|---------|
| 65 Gallon Toter                                   | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 95 Gallon Toter                                   | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 1.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 1.5 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 2.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 4.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 5.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 6.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 8.0 Cubic Yard Dumpster                           | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 10.0 Cubic Yard Dumpster                          | \$_____ | \$_____ | \$_____ | \$_____           | \$_____ | \$_____ |
| 10 Yards or Less Compactor Change Per Cubic Yard* |         |         |         | \$_____ per pull  |         |         |
| 11 Yards or More Compactor Change Per Cubic Yard* |         |         |         | \$_____ per pull  |         |         |
| Compactor Rental Charge Per Month                 |         |         |         | \$_____ per month |         |         |
| Roll-Off Box Charge Per Cubic Yard                |         |         |         | \$_____ per pull  |         |         |
| Roll-Off Disposal Charge                          |         |         |         | \$_____ per ton   |         |         |

\*Does not include compactor rental charge

#### Vendor Offered Alternatives to Above

Please provide any service alternatives and pricing for Residential solid waste collection, recycling, and landscape waste collection

\$\_\_\_\_\_ City-wide cost  
\$\_\_\_\_\_ per household

## APPENDIX E

### July 1, 2019 COMMERCIAL RECYCLING PRICING

Commercial, Industrial and Institutional – Recycling Collection

Initial year pricing; subsequent years shall be adjusted by Section 5.2 of the Agreement.

| Container Size           | 1X      | 2X      | 3X      | 4X      | 5X      | 6X      |
|--------------------------|---------|---------|---------|---------|---------|---------|
| 65 Gallon Toter          | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 95 Gallon Toter          | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 1.0 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 1.5 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 2.0 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 4.0 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 6.0 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 8.0 Cubic Yard Dumpster  | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |
| 10.0 Cubic Yard Dumpster | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ | \$_____ |

## **APPENDIX F**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 11.1 Insurance**

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

#### **Section 11.2 Indemnification**

The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants and SWANCC and 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 Proposer shall, at its sole cost and expense, satisfy the discharge the same. The Proposer expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Proposer 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 Section 11.2 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 Proposer and any Indemnified Party regarding allocation of liability for any Loss, the Contractor shall defend such Indemnified Party from such Loss at the Proposer’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 G

### INSURANCE PROVISIONS

#### A. Insurance Requirements

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

| <u>Type of Insurance</u>  | <u>Required Limits of Liability</u>   |
|---|---|
| 1. Workers' Compensation  | Statutory   |
| 2. Employers' Liability   | \$500,000 per accident<br>\$500,000 disease (policy limit)<br>\$500,000 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 | \$1,000,000 per occurrence for bodily injury and property damage combined.<br>\$1,000,000 annual aggregate per location for bodily injury and property damage combined. |
| b. Products and operations, (including broad form property damage)  | \$1,000,000 per occurrence for bodily injury and property damage combined.<br>\$1,000,000 annual aggregate for bodily injury and property damage combined.              |
| c. Personal injury liability  | \$1,000,000 per occurrence<br>\$1,000,000 annual aggregate  |
| 4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)               | \$1,000,000 per accident for bodily injury and property damage combined.  |
| 5. Umbrella/Excess liability (to apply as Excess over 2, 3 and 4 above)   | \$5,000,000 per occurrence<br>\$5,000,000 annual aggregate  |

#### B. Miscellaneous Provisions

1. The insurance policies set forth in items 3 and 5 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.

3. 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.
4. All liability coverages shall be written on an occurrence basis.
5. 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.
6. 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.
7. 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.
8. 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, SWANCC and the directors, officers, employees, agents and members of SWANCC 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 H**  
**DRAFT**  
**RESIDENTIAL SOLID WASTE SERVICES AGREEMENT**  
**CITY OF PROSPECT HEIGHTS**  
**AND**

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

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## **SOLID WASTE SERVICE AGREEMENT**

This Solid Waste Service Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ (the "Contractor") and the City of Prospect Heights (the "Municipality").

### **PREAMBLE**

**WHEREAS**, the Municipality wishes to contract for the waste hauling and collection 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 SWANCC System 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 and transport SWANCC System Waste to SWANCC's Glenview Transfer Station (the "GTS") (or such other SWANCC facility designated by SWANCC and the Municipality); 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 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 and transport all SWANCC Waste to the GTS (or such other SWANCC facility designated by SWANCC and the Municipality) and collect, transport and dispose of 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 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.

"CPI" means Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary

"CPI change amount" Shall mean 100% of the amount obtained by dividing the difference between the CPI for the month of December in the billing period just ended and the CPI for the month of December in the billing period immediately preceding the billing period just ended (the prior billing period), by the CPI for the month of December in the Prior Billing period; provided, however, that the annual CPI Change Amount shall increase the fee or other relevant amounts as set forth herein, effective the start of each successive contract year by a minimum of 1.5% to a maximum of 3.5% .

"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.

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

"GTS" means the Glenview Transfer Station constructed by SWANCC and located at Three Providence in Glenview, Illinois 60025.

"Landscape Waste" means items including, but not limited to, grass clippings, shrubbery cuttings, leaves, tree limbs less than six (6) inches in diameter 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 on **Appendix B**, as such list may be modified from time to time by mutual agreement between the Contractor and the Municipality.

"Municipality" means City of Prospect Heights, a SWANCC Member Municipality.

"Other Waste" means Landscape Waste, Recyclable Materials, and any other materials designated by the Municipality for collection, provided that such materials are not SWANCC System Waste.

"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, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, 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.

"Services" means the specified waste hauling, collection and disposal services to be provided by the Contractor, at the direction and on behalf of the Municipality, pursuant to Section 2.1.

"State" means the State of Illinois.

"SWANCC" means the Solid Waste Agency of Northern Cook County.

"SWANCC disposal rate" means the rate that the City will provide to the Contractor that will be added to single family, townhome and multi-family collection costs on a monthly basis that will be paid over to the City in a timely fashion but no less than monthly. This rate will be set for a 12 month period commencing with the May 1, billing period.

"SWANCC System Waste" shall mean System Waste as defined in Title 3, Chapter 9, Article A of the Prospect Heights City Code as amended, except for Other Waste.

"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.)

"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 solid waste hauling and collection services:

- A. Collection and transportation of SWANCC System Waste to the GTS,
- B. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
- C. Collection and transportation of all municipal and houses of worships' solid waste,
- D. Provision of two (2) 95-gallon, 65-gallon, or 35-gallon two-wheeled cart per single-family or townhome residential household.
- E. Invoicing and Collection from customers and subsequent transfer to City of Solid Waste Disposal Fees set by applicable ordinance.

#### **Section 2.2 Modification of Required Services**

The Municipality reserves the right to modify or adjust the scope of Services provided under this Agreement, upon one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written notice to the Contractor: (i) in the event that Landscape Waste (or any component of SWANCC System Waste) is directed to be delivered to a facility other than GTS; (ii) to accommodate changes in the definition of SWANCC System Waste; or (iii) to accommodate the Municipality's decision to implement an alternative form or type of Service to be provided by the Contractor, pursuant to Section 4.4 or (iv) any other change in Service as mutually agreed to by the Municipality and the Contractor. The Municipality and the Contractor agree to negotiate in good faith to make an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any such modification or adjustment in the Services provided under this Agreement.

## **ARTICLE III**

### **TERM OF AGREEMENT**

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

The initial term of this Solid Waste Services Agreement shall commence on July 1, \_\_\_\_, and end on June 30, \_\_\_\_\_. **Upon the City's sole option**, this Solid Waste Services Agreement can be extended for periods of up to three (3) additional calendar years each.

## **ARTICLE IV**

### **WASTE COLLECTION AND DISPOSAL**

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

- A. SWANCC System Waste



Materials to be collected by the Contractor in accordance with the schedule prepared in accordance with Section 4.2 and transported to the GTS shall include all residential waste generated within the corporate limits of the Municipality.

**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. Landscape Waste, as provided in Article VIII.
3. Recyclable Materials as provided in Article IX.
4. Any and all waste generated as a result of construction, demolition or cleanup projects requiring roll-off service.

**Section 4.2 Schedule and Location of Collection**

**A. Single-Family and Townhome Residences**

1. All SWANCC System Waste and Other Waste to be collected once per week and shall be collected in accordance with the schedule prepared by the Municipality, after consultation with the Contractor. Such schedule shall, among other items, establish the day or days of each week, and the times during each such day or days, which all Waste is to be collected.
2. Resident shall place waste containers at the curb in front or in the alley behind each household and be made accessible to standard garbage collection and recycling trucks.
3. Optional Back Door Collection (containers picked up at the customer's back door).
4. The Contractor will purchase, distribute and maintain one (1) 95-gallon two-wheeled cart for each single-family household for the collection of solid waste.
5. The Contractor will purchase, distribute and maintain one (1) 65-gallon two-wheeled cart for each townhome for the collection of solid waste
6. Each single-family home and townhome will have the right to request a different size two-wheeled cart (95-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost. After the 90-day term, the resident will be charged \$10 for each request for a different size container.
7. Vacation Stop: Households may request a temporary termination of the collection of solid waste and recycling. The termination must be for at least 30 days. The Contractor shall not bill the household for the services under this contract for the term of the temporary termination.

**B. Multi-Family Residences**

All multi-family residential units shall be collected by the Contractor in accordance with the service levels outlined in multi-family service levels set forth on **Appendix A**, attached and incorporated into this agreement. These services may change from time to time in order to provide optimal solid waste and recycling services.

Contractor shall furnish normal collection and disposal service for all City owned buildings, designated street litter baskets, houses of worship, without any compensation therefore.

### **Section 4.3 Disposal of Waste**

#### **A. SWANCC System Waste**

The Contractor shall transport for processing all SWANCC System Waste collected pursuant to this Agreement to the GTS unless otherwise directed by the Municipality and SWANCC. SWANCC System Waste shall not be commingled by the Contractor with any other waste.

#### **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 X.
2. White Goods shall be transported to permitted sites for disposal in accordance with applicable laws.
3. e-waste (televisions) disposal

### **Section 4.4 Service Alternatives**

The Municipality reserves the right to require the Contractor to implement a service alternative during the term of this Agreement. Any changes in Service will begin on the first day of a month and will be in effect for a minimum of at least twelve (12) months. The Municipality will give the Contractor one hundred and eighty (180) days (unless a shorter period of time is mutually agreed by the Contractor and the Municipality) prior written Notice of any Service Modification intended to implement any such service alternative. Any changes to the cost of services outlined in Section 5.1 (B) must be agreed to by both the Contractor and the Municipality before the service alternative can be implemented.

### **Section 4.5 Waste Collection Data**

The Contractor shall provide to the Municipality, at least once per calendar quarter, a report on the quantity of all waste collected within the Municipality. The report shall contain a breakdown of the types of waste collected including SWANCC system waste, bulk items, white goods, landscape waste and recyclable materials, and shall be further detailed by the origin of the waste collected. The Municipality shall approve the reporting format in advance.

### **Section 4.6 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 Jaw, insurance requirements and recognized safety practice, establish and maintain appropriate safety procedures for the services provided. The Contractor shall provide the Municipality with copies of all reports filed with governmental authorities having jurisdiction over safety standards and procedures, including, without limitation, reports filed with the Occupational Safety and Health Administration.

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, streets, alleys, pavements, 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 and sightly condition.

F. The Contractor shall employ qualified personnel, all of whom shall be licensed as required by Jaw, 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 include the following on behalf of the Municipality

1. Collection and transportation of SWANCC System Waste to the GTS,

2. Collection, transportation and disposal of Other Waste, as provided in this Agreement,
3. Collection and transportation of all Municipal Facilities' solid waste, which locations are set forth on **Appendix B**,
4. Providing two (2) 95-gallon, 65-gallon or 35-gallon two-wheeled cart per single family and townhome household,
5. Quarterly billing of all single family residential units, and
6. Monthly billing of townhome and multi-family residential units.

B. The first year (commencing July 1, 2019) monthly rates will be the rates listed in the price sheet attached and incorporated as **Appendix C** for the following services.

1. Single-Family and Townhome Collections
  - a. Refuse Collection
  - b. Recycling Collection
  - c. Yard Waste Collection (single family only)
  - d. Back Door/Containerized Collection
  - e. Twice Per Week Collection
2. Multi-family Containerized Collections
  - a. Refuse Collection
  - b. Recycling Collection
  - c. ~~For the first contract year, if a multi-family complex has an existing rate lower than \$7.00 per month per household, the first year's rate per household for those complexes for the services listed above will be the current rate but not less than \$5.50 per month. The second year rate (commencing July 1, 2020) will be the rate listed in **Appendix C**, adjusted by Section 5.2.~~
3. Municipal Facilities: there shall be no charge for these services.

## **Section 5.2 Compensation Adjustment**

### **A. Single-Family, Multi-Family and Townhome Rates**

1. Rates identified in **Appendix C** will be increased annually at the rate equal to the change in the Consumer Price Index (CPI-U) for Chicago-Kenosha- Gary for the 12 previous months (May through April). In no event, however, shall the annual adjustment be less than 1.5% or more than 3.5%.

### **Section 5.3 Senior Discount**

Single-family and townhome customers aged 65 years and older shall receive a discount of 25% off the pricing set forth on **Appendix C**, excluding White Goods Collection and Disposal and Extra Cart Rental. Contractor acknowledges and agrees that the Rob Roy developments are townhomes and customers in the Rob Roy Developments aged 65 years and older shall be eligible for the senior discount.

## **ARTICLE VI** **TITLE TO WASTE**

### **Section 6.1 Title to Waste**

The Contractor shall transfer all SWANCC Waste to the GTS (or such other SWANCC or Non-SWANCC facility designated by the Municipality). The Contractor shall also transfer all Non-SWANCC Waste to a facility or facilities mutually agreed upon by the Municipality and the Contractor. Legal title to SWANCC Waste and Non-SWANCC Waste shall vest with the Contractor upon Contractor's collection of same.

## **ARTICLE VII** **BULK ITEMS, WHITE GOODS AND EMERGENCY SERVICE**

### **Section 7.1 Bulk Items Collection Service**

The Contractor shall furnish a 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. All Bulk Items shall be placed at curbside by a resident 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 no additional charge for these collections.

### **Section 7.2 White Goods Collection Service**

White Goods as defined in Section 22.28 of the Illinois Environmental Protection Act shall be collected and disposed of as required by law. The charge for White Goods is listed in **Appendix C**.

### **Section 7.3 Emergency Pick-Up Service**

The Contractor shall, upon receipt of notice from the Municipality, provide any home in the community 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 completed on or before the next business day after the day of notification 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 other similar occurrence. Notwithstanding anything to the contrary herein, Contractor, during any year of this Agreement, shall not be required to pick-up, in aggregate, more than ten truckloads (50 compacted cubic yards) of Solid Waste pursuant to this provision.

## **ARTICLE VIII**

### **LANDSCAPE WASTE**

#### **Section 8.1 Landscape Waste Collection Service**

A. Landscape Waste shall be collected from single-family customers or single-family and multi-family customers from March 15 through December 15 of each year, in accordance with the schedule provided in Section 4.2. The Municipality, at its sole option, may require the Contractor to extend the collection of Landscape Waste until December 31.

1. Containers to be used for the collection of Landscape Waste shall be thirty (30) gallon, two (2) ply kraft paper bags, a container that has a large "X" placed on the container in clear view, or a Contractor provided cart. Contractor shall provide a single 95g cart at no charge, upon request, to any single family resident for the collection of Landscape Waste.
2. The Contractor shall collect all Landscape Waste that has been placed in kraft paper bags or other marked container meeting the above specifications, providing the bags do not exceed a weight of fifty (50) pounds per bag. The Contractor shall not be required to collect Landscape Waste containers that exceed the weight limit, that contain items other than Landscape Waste, or that are not accepted at the compost site used by the Contractor.
3. The Contractor shall accept and collect all bundles of brush or limbs, providing the bundles do not exceed a weight of fifty (50) pounds per bundle, are not more than four (4) feet long, are not more than two (2) feet in diameter, do not contain limbs greater than six (6) inches in diameter and are tied with a material that would be acceptable at any composting facility.
4. The Contractor shall not be required to collect branches or logs exceeding six inches in diameter.
5. There shall be no limit to the quantity of Landscape Waste that residents may set out for collection; provided that, in the event that a disaster or other emergency is declared by a government official or officials, with appropriate jurisdiction, the Contractor shall be paid additional compensation, as equitably determined by the Municipality and the Contractor, for any extraordinary amounts of Landscape Waste which are required to be collected. All Landscape Waste materials set out for collection shall be picked up at one time.

6. If a resident fails to properly prepare Landscape Waste as described above, the Contractor shall mark the material with a sticker describing why the material was not collected. All stickers and written information are subject to approval of the Municipality.
7. The City as its sole option can request that the unlimited Landscape Waste collection be changed to volume based system, where the base compensation will be reduced by the current unlimited Landscape Waste monthly costs as shown in Section 1.5 **Appendix C**, and that in Section 1.10 and 1.11 will be utilized.

## **ARTICLE IX**

### **RECYCLABLE MATERIALS**

#### **Section 9.1 Recyclable Materials Collection Service**

##### **A. Single-family and Townhome 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 from the household. Recyclable Materials do not need to be segregated.
2. The Contractor will purchase, distribute and maintain one (1) 65-gallon two-wheeled cart for each single-family household for the collection of recyclable material.
3. The Contractor will purchase, distribute and maintain one (1) 35-gallon two-wheeled cart for each townhome for the collection of recyclable material.
4. Each single-family household and townhome will have the right to request a different size two-wheeled cart (95-gallon, 65-gallon or 35-gallon) once during the first 90-days of the contract and the Contractor will deliver the requested size and pick-up the original sized two-wheeled cart at no cost. After the 90-day term, the resident will be charged \$\_\_\_ for each request for a different size container. However, there shall be no charge to upgrade to a larger size recycling cart.
5. Upon the mutual agreement of the Contractor and the Municipality, additional materials may be added to the list of Recyclable Materials set forth in Article I.
6. The Contractor shall have a contractual obligation to ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated unless advance authorization to do so is given in writing by the corporate authorities of the Municipality.
7. The Contractor shall provide a quarterly accounting statement to the Municipality detailing the amount, in pounds, of Recyclable Materials collected, the current selling price of such Recyclable Materials, set-out rates and participation rates. The format of this statement shall be subject to the approval of the Municipality. Such statement shall be issued to the Municipality by the twenty-fifth (25th) day of the month following the end of each quarter.
8. The Contractor shall sell all Recyclable Materials it collects under this Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the

Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, in its reasonable discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon notification of such market change and after consultation with the Contractor.

9. The Contractor shall be required to implement a sticker system for any materials placed in recycling containers that are not collected. The sticker should identify why such materials were not collected as Recyclable Materials. The Contractor shall provide an example of the sticker system to the Municipality for advance approval.

10. The Contractor shall provide once per week collection of Recyclable Materials at the Municipal Facilities.

11. Should the Contractor desire to use the SWANCC Recycling Incentive Program, the City will work with the recycler to determine the terms for the participation in the SWANCC RIP.

**B. Multi-family Customers**

1. The Contractor shall provide specially painted and marked containers for Recyclable Materials in multi-family buildings. Containers shall generally be of the following sizes, subject to mutual agreement of the Contractor and the Municipality: sixty-five (65) or ninety-five (95) gallon carts, one (1) cubic yard, one and one-half (1-112) cubic yards or two (2) cubic yards.

2. The Contractor will collaborate with the City to produce and distribute a brochure specifically designed to encourage multi-family recycling. Contractor representatives shall be made available from time to time, at the City's direction, to meet with multi-family complex owners, managers, and residents for the purpose of promoting recycling efforts in those communities.

**C. Recyclable Materials Revenue Sharing**

The Contractor may deliver recyclable material to the facility of its choice. ~~In exchange for this, Contractor shall share the revenue from the sale of recycled material with the City according to the formula set forth in Appendix K.~~ The City is not requiring recycling revenue sharing with this RFP. However, if the vendor desires to offer a revenue sharing proposal, the city will be interested in discussing.

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

**Section 10.1 Breach by Contractor**

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



1. Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Agreement;
2. 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 twenty-four (24) hours after notice to the Contractor from the Municipality of such failure; provided however, that this twenty-four (24) hours notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
3.
  - a. the Contractor's 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,
  - b. a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction,
  - c. 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,
  - d. any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or
  - e. 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 Breach by Municipality**

The failure of the Municipality to pay, within thirty (30) days after notice from the Contractor of such nonpayment, amounts which are undisputed or which are determined to be due to the Contractor under this Agreement shall constitute a Breach on the part of the Municipality.

## **Section 10.3 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 (v) below, upon such termination the Contractor shall cease providing services under this Agreement;
2. The Municipality may seek liquated damages if the Contractor fails to collect and dispose of SWANCC system waste and other waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquated

damages from the monthly payment, in addition to deduction of the regular collection rate.

3. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement 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, and whether incidental, consequential, indirect or punitive, resulting from the Breach;

4. The Municipality may (A) call upon the sureties to perform their obligations under performance bond or letter of credit or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, 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;

5. 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;

6. Upon any such 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;

7. 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. This Section I 0.3 shall survive the termination of this Agreement.

#### **Section 10.4 Events of Default and Remedies of Contractor**

A. If a Breach occurs under Section I 0.2, the Contractor may declare an Event of Default and terminate this Agreement, upon Ninety (90) days written notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

B. This Section 10.4 shall survive termination of this Agreement.

## **ARTICLE XI**

### **INSURANCE AND INDEMNIFICATION**

#### **Section 11.1 Insurance**

The Contractor agrees to carry insurance relating to this Agreement in the amounts and subject to the terms and conditions set forth in **Appendix G**.

#### **Section 11.2 Indemnification**

A. The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Municipality, its officials, employees, agents and consultants and SWANCC and 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 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 and 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 Section 11.2 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 Contractor 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 part for said Loss caused by such

Indemnified Party's own negligent acts or 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. This Section 11.2 shall survive the termination of this Agreement.

## **ARTICLE XII**

### **MISCELLANEOUS**

#### **Section 12.1 Non-Assignability**

The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Agreement.

#### **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 will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5. 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.

6. That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. 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 or Letter of Credit**

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as **Appendix L**, to be executed by a responsible surety company and to be in the penal sum equal to one-fifth (1/5) of the estimated amount of the Contractor's total compensation for the first year of this Agreement. 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 Provision for Telephone Calls**

The Contractor shall maintain and advertise either: (i) a [1-800) telephone number or (ii) 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 9:00 a.m. to 4:00 p.m. In addition, the Contractor shall check daily with the Municipality's Service Coordinator to receive any service calls or complaints received at that office. 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 12.5 Equipment to be Used by Contractor**

The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modem 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 material.

#### **Section 12.6 Compliance with Laws; SWANCC Rules and Regulations**

A. 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.

B. The Contractor covenants and agrees that (i) it has read, understood and agrees to be bound by SWANCC Rules and Regulations relating to the GTS and (ii) all fines assessed to the Contractor pursuant to the Rules and Regulations are the sole responsibility of the Contractor; provided that, if any such fines are due to the actions of a third party, the Contractor shall be permitted to seek recovery or reimbursement for the payment of such fines from such third party.

#### **Section 12.7 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.

#### **Section 12.8 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 Cook County, Illinois.

#### **Section 12.9 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 12.10 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 the arbitrators 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 12.11 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 12.12 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 12.13 Subcontractors

A. Any consultants hired directly by the Municipality shall be the agents of the Municipality. 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, SWANCC or 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 12.14 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; 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:

City Administrator  
City of Prospect Heights  
8 Elmhurst Road  
Prospect Heights, IL 60070-1592

If to the Contractor:

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



with copy to:

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with required copy to:

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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 12.15 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 12.16 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 12.17 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 12.18 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 12.19 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)**

**(MUNICIPALITY)**

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

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

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

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

ATTEST:

ATTEST:

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

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

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

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

**APPENDIX I**  
**DRAFT**  
**COMMERCIAL, INSTITUTIONAL AND INDUSTRIAL**  
**SOLID WASTE SERVICES AGREEMENT**  
**CITY OF PROSPECT HEIGHTS**  
**AND**

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

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This Solid Waste Services Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_, (the "Contractor") and the City of Prospect Heights, Illinois (the "Municipality").

## **PREAMBLE**

WHEREAS, the Municipality, in order to protect the public health and welfare of its residents and commercial entities, has deemed it necessary to collect, transport and dispose of Non-SWANCC Waste as defined below; and

WHEREAS, the Municipality is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the Municipality has determined to provide municipal waste collection, transportation and disposal services to its multi-family residents and commercial entities and impose on its residents and commercial entities rates and charges relating to such services; and WHEREAS, the Municipality has determined that it is in the best interests of its commercial entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Solid Waste Services Agreement and on behalf of the Municipality, is willing to collect, transport and dispose of (or sell) Non-SWANCC Waste at a facility or facilities mutually agreed upon by the Municipality and the Contractor;

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

## **ARTICLE I DEFINITIONS**

### **Section 1.1 Definitions**

- a) "Breach" means one of the items described in Sections 9.1 or 9.2.
- b) "Container Fee" means a fee paid to the City for yard or more containers on a monthly basis
- c) Commercial Entity means any land owner, operator or tenant requiring solid waste collection service within the Municipal limits of Prospect Heights, Illinois, which is not a single-family residence, townhome or multi-family residence.
- d) "Commercial Service" means the service provided by the Contractor, on behalf of the Municipality, pursuant to Section 4.1.
- e) "CPI change amount" Shall mean 100% of the amount obtained by dividing the difference between the CPI for the month of December in the billing period just ended and the CPI for the month of December in the billing period immediately preceding the billing period just ended (the prior billing period), by the CPI for the month of December in the Prior Billing period; provided, however, that the annual CPI Change Amount shall increase the fee or other relevant amounts as set forth herein, effective the start of each successive contract year by a minimum of 1.5% to a maximum of 3.5% .
- f) "CPI" means Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary
- g) "Contractor" means \_\_\_\_\_, an \_\_\_\_\_ corporation, and its successors and assignees.
- h) "Event of Default" has the meaning specified in Sections 9.3 and 9.4.
- i) "Franchise fee" means an annual fee paid to the City in equal monthly installments.
- j) "Municipality" means the City of Prospect Heights, Illinois.
- k) "Non-SWANCC Waste" means commercial, industrial and institutional refuse, certain commercial and multi-family (excluding condominium recyclables) Recyclable Materials (as described-in Article VIII), and any other materials designated by the Municipality for collection, provided that such materials are non SWANCC Waste.
- l) "Project Use Agreement" means the Project Use Agreement, dated March 25, 1992, between the Solid Waste Agency of Northern Cook County and the Municipality, as amended from time to time.
- m) "Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans, clear, green and brown glass bottles and jars, newspapers, magazines, mixed papers Gunk mail, chipboard, white and colored paper, brown kraft paper bags): corrugated cardboard, #1 PETE plastic containers

arid #2 HPDE plastic containers, #3-#7 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, 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.

n) "State" means the State of Illinois.

o) "SWANCC" means the Solid Waste Agency of Northern Cook County;

p) "SWANCC Waste" shall mean System Waste as defined in Title 3, Chapter 9, Article A of the Prospect Heights City Code as amended.

q) "Solid Waste Services Agreement" means this Agreement, dated February 21, 2006, by and between the Municipality and the Contractor, as amended from time to time.

## **ARTICLE II SCOPE OF SERVICES**

### **Section 2.1 Commercial Services**

The Contractor shall provide, on behalf of the Municipality, complete service for designated collection, transportation and disposal (or sale) of Non-SWANCC Waste at the facility or facilities mutually agreed upon by the Municipality and the Contractor. The Contractor shall be the sole and exclusive licensee of the Municipality to provide the above-referenced Commercial Services.

### **Section 2.2 Private Services**

The Contractor shall, on its own behalf (and not on behalf of the Municipality), provide for the collection, transportation and disposal of all Private Service waste in accordance with the provisions of Section 4.2.

### **Section 2.3 Revenue Collection**

The Contractor shall, on behalf of the Municipality, provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Solid Waste Contract. *This* shall include monthly service billing as well as the administration fee and container fee recompensed to the Municipality.

### **Section 2.4 Excluded Services**

Solid Waste collection, transportation and disposal from all single-family, multi-family and townhomes units within the Municipality are not included within this Solid Waste Contract.

### **Section 2.5 Exempted Services**

The following circumstances for Solid Waste collection, transportation and disposal from any commercial, industrial and institutional account within the Municipality are not included within this Solid Waste Services Agreement if the Municipality approves the exemption of the specific services under the terms of the applicable provisions of the City Code.

### **Section 2.6 Modification of Required Services**

The Municipality reserves the right to adjust or expand the scope of Commercial Services required under this Solid Waste Services Agreement, upon thirty (30) days prior written notice to the Contractor, to accommodate changes in the definition of non-SWANCC Waste or changes in the scope of services provided by SWANCC. The Municipality and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Solid Waste Services Agreement required as a result of any adjustment or expansion of Municipal or Franchised Services.

## **ARTICLE III TERMS OF SOLID WASTE SERVICES AGREEMENT**

### **Section 3.1 Term of Solid Waste Contract**

The initial term of this Solid Waste Services Agreement shall commence on July 1, \_\_\_\_, and end on June 30, \_\_\_\_\_. Upon the City's sole option, this Solid Waste Services Agreement can be extended for periods of up to three (3) additional calendar years each.

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

### **Section 4.1 Commercial Service**

Non-SWANCC Waste. Materials to be collected by the Contractor in accordance with the schedule provided in Section 4.3 and transported to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

- 1) Commercial, industrial and institutional refuse
- 2) Recyclable Materials as provided in Article VIII
- 3) Temporary Construction and Demolition Roll-Off

### **Section 4.2 Private Service**

a) In addition to the Commercial Services provided by the Contractor on behalf of the Municipality under Section 4.1, the Contractor shall also make available to the commercial entities of the Municipality, Private Service for all types of solid waste not otherwise covered by this Solid Waste Services Agreement including, but not limited to, earth, sod, rocks, concrete, rubble and waste from remodeling, construction and demolition of buildings, excavations and other materials; provided, however, that the Contractor shall not be required to provide for the collection and disposal of poisonous or toxic materials and large quantities of liquid requiring tanker truck disposal equipment.

b) For services provided pursuant to Section 4.2, the Contractor agrees to keep available tractor loaders, trailers and other necessary equipment. Upon the request of a business proprietor, the Contractor shall furnish an estimate for the cost of removal of any materials named in the immediately preceding paragraph.



### **Section 4.3 Schedule and Location of Collection**

a) Commercial Service Waste shall be collected in compliance with the City Code. Frequency of collections shall be determined as necessary to ensure public health and safety and prevent unsightly or unsafe accumulation or scattering of solid waste at any site.

b) Private Service Waste. Private Service waste shall be collected in accordance with the provisions of Section 4.2 on a day mutually agreed upon by the Commercial Entity and the Contractor.

### **Section 4.4 Disposal of Solid Waste**

a) Commercial, industrial, and institutional (Non-SWANCC) Waste. The Contractor shall transport for processing all non-SWANCC Waste collected pursuant to this Solid Waste Services Agreement to a facility meeting the requirements of the State of Illinois and any United States governmental agencies.

b) Recyclable Materials. Recyclable materials collected shall be transported for sale (with an intermediate diversion for processing permitted) to sites approved by the Municipality that meet the requirements of the State of Illinois and United States governmental agencies.

### **Section 4.5 Solid Waste Collection Data**

a) The Contractor shall provide to the Municipality, on a quarterly basis, a report on the quantity of all commercial solid waste collected within the Municipality, recycling diversion data and a breakdown of the number of franchised accounts.

b) An annual audit of the scope of service matrix will be performed and access to this matrix data base will be provided to the City. The information on this service matrix will include the name of account, the service address, the billing address (if different than the service address), a contact person, a telephone number and fax number where the contact person can be reached, the type of containers on site, the quantities of containers on site, the frequency of collections and an itemization of what day collections are performed, the current service rate of each account and the annual franchise revenue for each account.

c) Program data and other public information will be provided to each account upon the request of the Municipality to do so.

## **ARTICLE V COMPENSATION**

### **Section 5.1 Commercial Service**

a) Non-SWANCC Waste. For providing for, on behalf of the Municipality, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities mutually agreed upon by the Municipality and the Contractor, and for providing revenue collection services, the Contractor shall receive as compensation the rates outlined in the in **Appendix D**, which is attached and incorporated in this agreement.

b) No Commercial Entity, receiving the same level of service from any solid waste hauler in the one month prior to the commencement of this agreement, will be charged more than that Commercial Entity paid in that month before the commencement date of this agreement, regardless of the rates outlined in **Appendix D**. Any lower rate in effect for a particular Commercial Entity in the one month prior to the commencement of this agreement shall be valid for one year and commencing July 1, \_\_\_\_\_ that rate will be adjusted to the rate outlined in Appendix D and adjusted under Section 5. 1 (c).

c) Rates identified in Appendix D will be increased annually at the rate equal to the change in the Consumer Price Index (CPI-U) for Chicago-Kenosha-Gary for the 12 previous months (May through April). In no event, however, shall the annual adjustment be less than 1.5% or more than 3.5%.

d) The Contractor is responsible for determining if an account is receiving sufficient service in terms of frequency of collection and onsite containers and shall do so in accord with applicable codes.

e) The Contractor shall include the franchise fee and container fee in their monthly billing rates and shall not list the franchise and container fees separately on the monthly bills to the commercial entities. Franchise fees will be paid to the City in equal monthly installments on or before the 25th of each month. Container fees will be paid to the City on a monthly basis.

## **ARTICLE VI REVENUE COLLECTION**

### **Section 6.1 Billing of Accounts**

Commercial Services provided under Section 4.1 are provided by the Contractor on behalf of the Municipality. The Contractor shall bill Commercial Entities on a monthly basis in advance of services provided. The Municipality agrees to cooperate and assist the Contractor, when necessary, in the collection of funds owed for services performed. The Contractor is responsible to inform the City on all delinquent accounts where service may ultimately be affected or suspended due to these delinquencies. The Municipality further agrees to cooperate with respect to information, if any, relating to property vacancies or any other information that will assist the Contractor in the execution of this Solid Waste Services Agreement.

The City may require that the Contractor include in the monthly bill an administrative fee to be remitted to the City on collected revenue. The City may adjust the administrative fee from time to time. The administrative fee shall be added to the rates listed in **Appendix D** and shall not be separately listed on the monthly bills to the commercial entities. The administrative fee will not be charged to those Commercial Entities that receive the lower existing rate provided in Section 5.1 (b) above until those Commercial Entities are charged in accord with **Appendix D**.

### **Section 6.2 Commercial Service**

The Contractor shall, on a monthly basis, bill each Commercial Entity, an amount payable for the collection, transportation and disposal (or sale) of Commercial Service waste for the following month. The bill shall be payable by the Commercial Entity within thirty (30) days. The

Contractor shall account separately for all amounts received from commercial entities for the administrative fee and hold such amounts, as determined by the Municipality, for the benefit of the Municipality. These amounts shall be remitted to the Municipality on a quarterly basis along with the submitted service reports.

### **Section 6.3 Private Service**

The Contractor may, but is not required to, include as an item on each Commercial Entity's bill an amount payable to the Contractor for the collection, transportation, and disposal of Private Service waste. The Contractor shall retain all amounts collected from Commercial Entity pursuant to this Section 6.3. Alternatively, the Contractor may bill commercial entities separately for Private Service.

## **ARTICLE VII TITLE TO WASTE**

The Contractor shall retain title to all Non-SWANCC waste.

## **ARTICLE VIII RECYCLABLE MATERIALS**

### **Section 8.1 Recyclable Materials Collection Service**

a) Commercial Recycling Service. Materials to be collected by the Contractor in accordance with the schedule referenced in Section 4.3 and transported to the facility or facilities mutually agreed upon by the Municipality and the Contractor that meets the requirements of the State of Illinois and United States governmental agencies shall include all Recyclable Materials as defined in Section 1.1.

b) Transportation of Recyclable Materials. Recyclable Materials shall be sorted, processed, and transported for sale to sites approved by the Municipality. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of recyclable Materials.

c) Recyclable Materials Collection Data. The Contractor shall provide to the Municipality, a quarterly report on the weight (in tons), of all Recyclable Materials collected from Commercial Entities under this Solid Waste Services Agreement. The report shall also contain a weight breakdown, by tons, of the types of Recyclable Materials collected, and an approximate count of bags collected in order to determine participation and diversion rates. Quantities attained through rigid-type containers should be broken out as well.

d) The Municipality shall have the right to add materials to the list of Recyclable Materials stated in Article I, pending the availability of markets for materials to be added.

e) The Contractor shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the corporate authorities of the Municipality.

f) The Contractor shall sell all Recyclable Materials it collects under this Solid Waste Services Agreement. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the Municipality regarding the market changes of the affected Recyclable Material. The Municipality may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.

## **ARTICLE IX BREACH; EVENTS OF DEFAULT AND REMEDIES**

### **Section 9.1 Breach by Contractor**

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

- 1) Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Solid Waste Services Agreement;
- 2) Failure of the Contractor to perform timely any obligation under this Solid Waste Contract not included within subparagraph 1) above, except that such failure shall constitute a Breach only if such failure remains uncured for seven (7) days after notice to the Contractor from the Municipality of such failure; provided however, that this seven (7) day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- 3) (A) The Contractor's 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, (B) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (C) a bankruptcy, 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, (D) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (E) 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 Solid Waste Services Agreement.
- 4) If the Contractor misses a collection under the Commercial Service the collection must be corrected within 24 hours of the reported missed collection or a charge of \$10 per missed collection not satisfied with 24 hours will be charged to the Contractor. This provision will not be enforced if the missed collection is due to a labor dispute of the Contractor's labor force unless the missed collection is not rectified within seven (7) calendar business days.
- 5) Violation of any Ordinance of the City.
- 6) All charges levied against the Contractor under sections 9.1 (4) and (5) will be remitted to the City within 30 days of a written charge.

## **Section 9.2 Reserved**

### **Section 9.3 Events of Default and Remedies of Municipality**

a) If a Breach occurs under Section 9.1, 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 Solid Waste Services Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph 5) below, upon such termination the Contractor shall cease providing services under this Solid Waste Services Agreement;
- 2) The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Solid Waste Services Agreement and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Solid Waste Services Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach;
- 3) The Municipality may (A) call upon the sureties to perform their obligations under the performance bond or (B) in the alternative, 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 such termination of this Solid Waste Services 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 pay the Contractor its scheduled compensation;
- 6) No remedy by the terms of this Solid Waste Services 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) This Section 9.3 shall survive the termination of this Solid Waste Services Agreement.

#### **Section 9.4 Events of Default and Remedies of Contractor**

a) If the Municipality breaches this agreement, the Contractor may declare an Event of Default and terminate this Solid Waste Services Agreement upon Ninety (90) days written notice to the Municipality. In such event, the Contractor's sole remedy shall be to seek and recover from the Municipality any unpaid amounts due the Contractor and any damages, whether incidental, consequential, indirect, or punitive, resulting from the Breach. The Contractor shall not be entitled to specific performance or any other equitable remedies.

b) This Section 9.4 shall survive termination of this Solid Waste Services Agreement.

### **ARTICLE X INSURANCE AND INDEMNIFICATION**

#### **Section 10.1 Insurance**

a) The Contractor shall maintain for the duration of this contract and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Illinois and that meet the requirements set forth in **Appendix F**. The Contractor shall provide the Municipality with a certificate of insurance indicating that such insurance coverage meets the requirements contained in **Appendix F**.

b) The Contractor agrees to include the Municipality as an additional named insured on both general and auto liability insurance policies, and the umbrella policy.

c) Insurance premiums shall be paid by the Contractor and shall be without cost to the Municipality.

#### **Section 10.2 Indemnification**

a) The Contractor agrees to indemnify, defend and hold harmless the Municipality, its officials, employees, agents, representatives and attorneys, in both their official and individual capacities, from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses, fees, including attorneys' fees, and costs which may accrue against the Municipality in consequence of entering into this Solid Waste Services Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors.

b) The Contractor shall provide landfill indemnification as outlined in **Appendix F** of this Solid Waste Services Agreement.

## **ARTICLE XI MISCELLANEOUS**

### **Section 11.1 Non-Assignability**

The Contractor shall not assign this Solid Waste Services Agreement or any part thereof without the prior written consent of the Municipality. Approval, if any, for such assignment shall be made by the corporate authorities of the Municipality. The Contractor shall not assign or subcontract this Solid Waste Services Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Municipality, but the Contractor may perform its obligations hereunder through its subsidiaries or divisions. Such assignment shall not relieve the Contractor from its obligations or change the terms of this Solid Waste Services Agreement.

### **Section 11.2 Equal Employment Opportunity**

a) In the event of the Contractor's noncompliance with the provisions of this Section 11.2, 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 Solid Waste Services 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.

b) During the performance of this Solid Waste Services 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 under-utilization
- 2) That, if it hires additional employees in order to perform this Solid Waste Services Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- 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 will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such

labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Municipality, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.

5) 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.

6) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7) That the Contractor shall include, verbatim or by reference, the provisions of this Section 11.2 in every subcontract it awards under which any portion of the Solid Waste Services 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.

c) During the term of this Solid Waste Services Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age. Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Solid Waste Services Agreement.

### **Section 11.3 Prevailing Wage Rates**

a) Not less than the prevailing rate of wages, as found by the Municipality or the Illinois Department of Labor, or determined by a court on review, shall be paid to all laborers, workers and mechanics performing work under this Solid Waste Services Agreement. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this Solid Waste Services Agreement and showing the actual hourly wages paid to each such person.

b) The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this Solid Waste Services Agreement.



c) If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Municipality, the revised rate, as provided by the Municipality to the Contractor, shall apply to this Solid Waste Services Agreement.

#### **Section 11.4 Performance Bond or Letter of Credit**

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, such bond to be substantially in the form attached as **Appendix L**, to be executed by a responsible surety company and to be in the penal sum of \$500,000. 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 11.5 Provision for Telephone Calls**

The Contractor shall maintain an office and a [1-800] telephone number, for the receipt of service, billing and complaint calls, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. Any complaints must be given prompt and courteous attention, and in case of missed scheduled collections, the Contractor shall investigate; and if verified, shall arrange for collection of such waste within 24 hours after the complaint is received.

#### **Section 11.6 Equipment to be Used by Contractor**

a) The Contractor agrees to collect all materials described in Section 4.1 in fully enclosed, leak-proof, modern trucks. All vehicles and collection equipment will be kept in safe, operable condition. Any equipment that is used by the Contractor, that is determined to be unsafe, or in an overall poor condition by the Municipality shall be replaced at the request of the Municipality. Equipment used for Private Service described in Section 4.3 may be open-body trucks, dump trucks and similar type equipment. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

b) Containers used under the franchised service shall be operable, safe, and free from graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Municipality. Containers with plastic lids that are ill-fitted due to obsolescence or warping shall be replaced within three (3) days of notification by the Municipality, in order to maintain a tight fitting seal to prevent access for pests. All containers will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.

#### **Section 11.7 Compliance with Laws**

a) The Contractor shall comply at all times with an applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Solid Waste Services Agreement with no increase to the Contractor's compensation as set forth in this Solid Waste Services Agreement.

b) 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 11.8 Care and Performance**

The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent 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.

If the Contractor causes damages to the streets and/or alleys of the Municipality, the Municipality shall prepare a cost estimate to repair the damage and the Contractor has 30- days to provide written comment to the cost estimate and will remit the cost to repair the damage to the Municipality within 30-days once a final written cost of the repair is sent to the Contractor.

#### **Section 11.9 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 Solid Waste Services Agreement.

#### **Section 11.10 Governing Law**

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

#### **Section 11.11 Severability**

The invalidity or unenforceability of one or more of the terms or provisions contained in this Solid Waste Services Agreement shall not affect the validity or enforceability of the remaining terms and provisions of this Solid Waste Services Agreement so long as the material purposes of this Solid Waste Services Agreement can be determined and effectuated.

#### **Section 11.12 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; 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:**

City Administrator  
City of Prospect Heights  
8 Elmhurst Road  
Prospect Heights, IL 60070

**If to the Contractor:**

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

with copy to:

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

with required copy to:

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

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 11.11.

**Section 11.13 Customer Service**

The Contractor will each contract year conduct a customer service survey to assess the Contractor's service performance under the contract. The survey content and administration will be approved by the City.

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

\_\_\_\_\_

**City of Prospect Heights**

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

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

Mayor

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

ATTEST:

ATTEST:

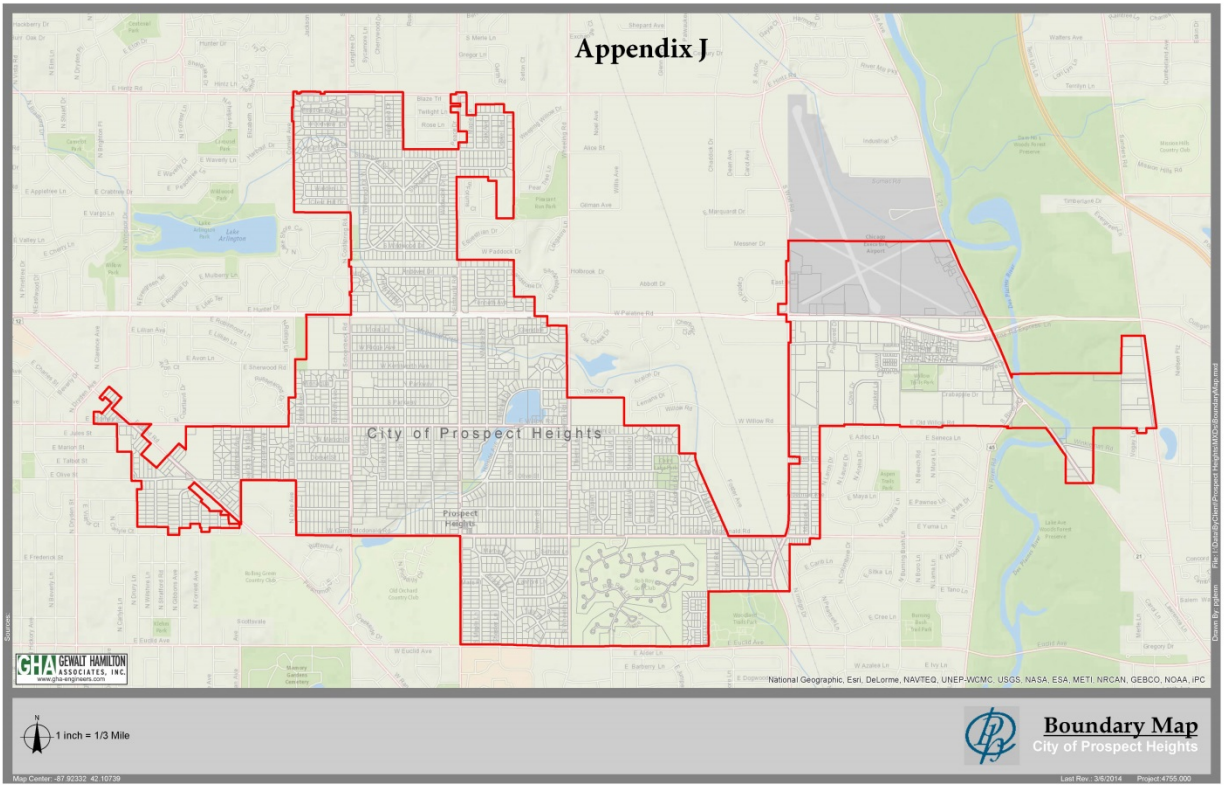
By: \_\_\_\_\_

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

Clerk

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

## APPENDIX J



## **APPENDIX K**

### **SALE OF RECYCLABLE MATERIAL – REVENUE SHARING PROGRAM**

1. **Recycling Revenues.** Shall mean the high point per ton price of the No. 8 newspaper price for each month as printed in the Official Board Market Yellow Sheet publication multiplied by the amount of Recyclable Material collected in that month minus a recycling facility processing fee of \$\_\_\_\_\_ per ton of Recyclable Material.
2. **Recyclable Material.** Shall mean all recycling material collected from the City's single-family, townhome and multi-family properties, measured in tons or fractions thereof.
3. **Annual Adjustment to Processing Fee.** The recycling facility processing fee set forth above shall be adjusted each July 1st in accordance with Section 5.2 of the agreement.
4. **Revenue Sharing.** Commencing on July 1, \_\_\_\_\_, the Contractor shall pay to the City the first \$\_\_\_\_\_ per ton of Recycling Revenues and then 50% of any remaining Recycling Revenues per ton of Recyclable Material. Revenue Sharing Payments shall be made to the City on or before the 25th of the following month.
5. **Shortfall amounts.** In any given month, if the Recycling Revenues are below \$0.00 per ton, said amount below zero shall be the Shortfall Amount. The City shall not be obligated to pay the Contractor any Shortfall Amount under any circumstances nor shall any shortfall Amounts accrue as an offset to future revenues.

**APPENDIX L**  
**FORM OF PERFORMANCE BOND**

Any singular reference to Contractor, Surety, owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address or Municipality):

**SOLID WASTE COLLECTION AND HAULING AND SERVICE CONTRACT**

Date:

Amount:

Description (Name and Location):

**BOND**

Date (Not earlier than In-Service Date):

Amount:

**CONTRACTOR AS PRINCIPAL:**

Company: (Corporate Seal)

Signature:

Name and Title:

**SURETY**

Company: (Corporate Seal)

Signature:

Name and Title:

(Any additional signatures appear on page\_\_\_\_)

\_\_\_\_\_  
Address and Telephone)

(FOR INFORMATION ONLY-Name,

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

I. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Solid Waste Collection and Hauling Services Contract, which is incorporated herein by reference.

II. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

III. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

1.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

1.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

1.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety, in accordance with the terms of the Contract, or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.

IV. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall, promptly and at the Surety's expense, take one of the following actions:

1.4. Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract; or

1.5. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

1.6. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with a performance bond executed by a qualified surety equivalent to the bond issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

1.7. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1.7.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

1.7.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

V. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner of the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

VI. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

1.8 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

1.9. Additional costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;

1.10. Liquidated damages as provided in the Contract, or if no liquidated damages are provided for in the Contract for such event, actual damages caused by delayed performance or non-performance of the Contractor.

1.11. The responsibilities of the Contractor for obtaining the insurance specified in the Contract and for fulfilling the indemnification obligations undertaken by the Contractor in the Contract.

VII. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

VIII. The Surety hereby waives notice of any addition, alteration, modification or change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.



IX. Any proceeding, legal or equitable, under this Bond is required to be instituted in the Circuit Court of Cook County and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform Its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitations available to sureties as a defense prescribed by Illinois law shall be applicable.

X. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

## XI. DEFINITIONS

1.12. The Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

1.13. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

1.14. Owner Default: Failure of the owner, which has neither been remedied nor waived, (a) to pay the Contractor, but only to the extent such failure to pay excuses or relieves the Contractor from full and faithful performance of its obligations under the Contract and the completion of the Services provided for in said Contract; or (b) to perform and complete or comply with the terms of the said Contract, but only to the extent such failure excuses or relieves the Contractor from full and faithful performance of Its obligations under the said Contract and the completion of the Services provided for in the said Contract.

(Space is provided below for additional signatures *of* added parties, other than those appearing on the coverage page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Address:

**PROPOSER’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 City of Prospect Heights’ Request for Proposal for Solid Waste Services (the “RFP”) on behalf of \_\_\_\_\_ [*print firm name*] (the “Proposer”) as the Proposer’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 Proposer 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 Proposer’s Response, and any services Proposer proposes to provide; and d) all information provided in this Response is true, accurate, and complete.

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

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

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