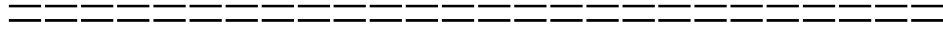
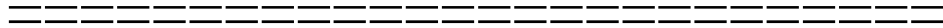


VILLAGE OF BANNOCKBURN, ILLINOIS



REQUEST FOR PROPOSAL
FOR
RESIDENTIAL AND COMMERCIAL SOLID
WASTE SERVICES



DATED: November 14, 2023

DUE: January 18, 2024

PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP)

BY THE VILLAGE OF BANNOCKBURN

FOR

RESIDENTIAL AND COMMERCIAL SOLID WASTE SERVICES

NOTICE IS HEREBY GIVEN that the Village of Bannockburn will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of solid waste, recyclables and organic waste at all residential and commercial establishments located within the corporate boundary of the Village of Bannockburn.

Proposals will be accepted until January 18, 2024 at 12:00 p.m., at the Village Hall, Village of Bannockburn 2275 Telegraph Road, Bannockburn IL 60015, at which time they will be publicly opened.

Copies of the RFP will be available for pick-up beginning on November 14, 2023 at the Village Hall, Village Hall, Village of Bannockburn 2275 Telegraph Road, Bannockburn IL 60015 and will also be posted on the Village of Bannockburn's website (www.bannockburn.org) the same day.

Questions regarding the RFP must be submitted in writing via email to Stephanie Hannon at shannon@villageofbannockburn.org. The deadline for submitting questions is January 9, 2024 at 4:30 p.m.

Proposals are to be sealed and marked "Residential and Commercial Solid Waste Services RFP" and delivered to:

Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015

The Village of Bannockburn Board of Trustees reserve the right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or award a contract deemed to be in the best interests of the Village of Bannockburn.

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ARTICLE I.
INTRODUCTION

The Village of Bannockburn hereby invite qualified firms to submit proposals in accordance with the requirements of this Request for Proposal. The process to be used by the Village to select the Successful Proposer to provide these Services is summarized below:

The Village will evaluate Proposals in accordance with the evaluation criteria set forth in Article IV (the "Evaluation Criteria") and the submittal requirements set forth in Article V (the "Submittal Requirements") of this Request for Proposal. At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the Village anticipate selecting one Proposer "Successful Proposer" to provide the services for both the Village or alternatively one Proposer for each separate community. The evaluation and selection process is described in more detail in Article III of this Request for Proposal.

The Successful Proposer selected by the Village must enter into a contract to provide the Services, or specified elements thereof, for a period of five years, beginning approximately May 1, 2024, at their proposed prices and pursuant to the other terms and conditions established pursuant to this Request for Proposal process ("Contract"). Upon mutual consent of the Village and the Successful Proposer, this Contract can be extended for periods of up to five (5) additional calendar years. A copy of the Village's draft agreements have been furnished with this Request for Proposal package (see Appendix B).

Proposals shall be submitted no later than 12:00 p.m. on January 18, 2024 to the Village of Bannockburn (attention: Stephanie Hannon). The Village intends to complete the evaluation and selection process by February 28, 2024. All Proposals submitted shall remain in full force and effect during the Village's evaluation and selection process.

ARTICLE II.
DESCRIPTION OF SERVICES

Section 2.1 Project Background.

The Village is contracting for solid waste services on behalf of the residential and commercial, industrial and institutional businesses located throughout the Village. The Village estimates that they have collectively 88 businesses in the Village, most of which are located in various office building parks and retail centers. This estimate of the 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, entities receiving service under another Village waste disposal franchise agreement, or entities otherwise exempt from this franchise agreement by law.

The Village encourage recycling in the residential, commercial, industrial, and institutional sectors, and will give consideration to firms that demonstrate their ability to provide comprehensive recycling and waste reduction services. The Village is also requesting that Proposers submit pricing information to provide organic material collection services, including both food scraps and landscape waste as those terms are defined by the Illinois Environmental Protection Act.

The Village will require that municipal waste be taken to a SWALCO-designated landfill (see Appendix B, Section 4.4 of the draft Agreement) but will not direct or require that recyclable materials or organic materials collected under the proposed contract be disposed of at specific facilities. All solid waste collected and not recycled must be disposed of at completely licensed and permitted pollution control facilities. The Successful Proposer will be required to provide proof of proper disposal.

Section 2.2 Scope of Services.

The Village are seeking one qualified firm to provide a variety of solid waste collection, recycling and disposal services for residential, commercial, industrial, and institutional properties located in the Village, as described in detail in the Contract attached to this Request for Proposal as Appendix B.

Temporary roll-off services, construction demolition waste collection and disposal services, and permanent compactor container services are not intended to be included in the scope of services.

ARTICLE III.
INSTRUCTIONS TO PROPOSERS

Section 3.1 Introduction.

The Village desires to select the Successful Proposer that, in the Village's opinion, will best be able to provide the Services described in Article II of this Request for Proposal.

The Village will evaluate each Proposal using the Evaluation Criteria, and will make its final decision on the basis of which Proposer, on balance, fulfills the Evaluation Criteria in a way that is in the best interests of the Village.

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

Section 3.2 Selection of Successful Proposer.

The Village will either (a) independently select one Proposer to provide all Services described in this Request for Proposal.

Section 3.3 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 ("Addenda"). 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.

All Addenda issued prior to the opening of Proposals shall become a part of this Request for Proposal or the Contract, as the case may be. Each prospective Proposer shall be responsible for inquiring from time to time as to the availability of Addenda.

The Village shall use their best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. 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. All inquiries shall be made in written form, addressed to the person identified in Article VI, and submitted by **no later than 4:30 p.m., on January 9, 2024**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

The terms used in this Request for Proposal, if not otherwise defined, shall be defined as provided in the Draft Agreement to Provide Residential and Commercial Solid Waste Services, attached hereto as Appendix B (the "Contract").

If any workmanship, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Services in accordance with the intent of the Contract, each Proposer shall understand such workmanship, equipment, materials, or supplies to be implied and shall provide for such workmanship, equipment, materials, or supplies in its Proposal as fully as if it were particularly described.

Section 3.4 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. Each Proposer shall, before submitting its Proposal, carefully examine this Request for Proposal and the Contract. The Proposer whose Proposal is accepted will be responsible for all errors in its Proposal, including those resulting from (i) its failure or neglect to make a thorough examination and investigation of this Request for Proposal and the Contract, or (ii) its failure to comply with the instructions set forth in this Request for Proposal. The Successful Proposer shall bear all damages and costs associated therewith, arising therefrom, or resulting from matters or conditions first discovered during the provision of the Services, including, but not limited to, damages or costs resulting from, arising out of, or in any way related to increases in time-related costs; increases in costs of labor, equipment, materials, or supplies; costs of additional personnel; costs of additional equipment; costs of additional premium time for personnel or equipment; increase in costs for Bond or insurance premiums; lower labor productivity; lost profits or alternative income; effects on other contracts; and costs of demobilization and remobilization.

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.

Cost Proposals shall be made only on the blank Cost Proposal forms furnished by the Village and included in this Request for Proposal. Entries on the Cost Proposal forms shall be typed or legibly written in ink.

Section 3.5 Modification and Withdrawal.

Written modifications or requests for withdrawal of Proposals must be in writing and sent by mail, facsimile or email, directed to the person identified in Article VI. However, any such requests must be received prior to the time fixed for the Proposal opening; and provided that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

Section 3.6

Evaluation and Selection Process.

An Evaluation Committee comprised of the Village staff and other persons selected by the Village will review all Proposals in accordance with the Evaluation Criteria. The Evaluation Committee will evaluate the Proposals and report to the Village' Board of Trustees. 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 Village and is most advantageous to the Village. Presentations or negotiations, if conducted, will occur only after the opening date of the Proposals. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals and make presentations. (Any such revised cost proposal shall be no less favorable to the Village than those cost proposals initially submitted to the Village.)

However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Village prefer to award a contract based on the initial proposal submission. It should not be assumed that there will be a subsequent opportunity during which price proposals can be modified. At the sole option of the Village and for the purpose of obtaining the best and final offers, negotiations may be conducted with either the Proposer with the highest ranked proposal; or with Proposers who have submitted Proposals that are within the established competitive range, as determined by the Evaluation Committee; or with all Proposers. Upon completion of negotiations, if any, the Village may, at their discretion, call for "best and final offers".

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

During the evaluation and negotiation period and prior to the execution of written agreements between the Village and the successful Proposer, each Proposer shall keep its Proposal in effect. At the completion of this negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer to the Village' Board of Trustees. Upon complying with applicable statutory notice and hearing requirements, the Village' Board of Trustees will then select a successful Proposer who will be required to execute the various agreements.

The Village may select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to execute the required documents within the required time period.

The Village intend to complete the evaluation and selection process by February 28, 2024; however, the Village reserve the right to extend this evaluation and selection process for up to two (2) months from this date, notifying the Proposers. **After the opening of Proposals, no Proposal may be withdrawn without the consent of the Village and all Proposals submitted shall remain in full force and effect during the Village' evaluation and selection process.**

Section 3.7 Ownership of Proposals.

The Village 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 Village of information submitted in the Proposal. The Proposer further agrees that the Village shall have the right to incorporate any aspect of its Proposal into the Contract irrespective of the identity of the Successful Proposer with whom the Village contract.

Section 3.8 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 Village.

Section 3.9 Performance Bond.

The Successful Proposer will be required to furnish a Performance Bond to each Village in the amount of \$200,000.00 upon award of the Contract, in the form included in the RFP, Appendix D and from a surety company meeting the requirements set forth above. Each Proposal must be accompanied by a letter from such a surety company stating that it will execute all required bonds in the form included in the RFP upon award of the Contract to the Successful Proposer.

Section 3.10 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 Village and federal, state and local governments, that are applicable to or in any manner may affect the Services performed under the Contract, including nondiscrimination and equal employment opportunity requirements.

Section 3.11 Insurance.

The Successful Proposer will be required to furnish certificates and policies of insurance as required by the Contract, in the minimum amounts set forth in the Contract. Each Proposal must be accompanied by a letter from the Proposer's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to the Proposer.

Section 3.12 Defined Terms.

All terms capitalized in this Request for Proposals are defined in this Request for Proposals and in the Contract, and shall have such defined meanings.

Section 3.13 Taxes and Benefits.

The Village are exempt from state and local sales, use, and excise taxes. No Proposal shall include any such taxes. A letter of exemption will be provided to the Successful Proposer, if necessary. The Village will not reimburse, nor assist the Successful Proposer in obtaining reimbursement for, any state or local sales, use, or excise taxes paid by the Successful Proposer. The Successful Proposer shall be required to reimburse the Village for any such taxes paid.

Each Proposal shall include all other applicable federal, state, and local taxes of every kind and nature applicable to the provision of the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. It shall be the sole responsibility of each prospective Proposer to determine the applicability and amount of such taxes, contributions, and premiums and no extra compensation shall be paid by the Village for the Successful Proposer's failure to include these costs in its Proposal.

Section 3.14 Permits and Licenses.

Except as otherwise expressly provided in the Contract, the Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for the provision of the Services. It shall be the sole responsibility of each prospective Proposer to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by the Village for the Successful Proposer's failure to include these costs in its Proposal. The Successful Proposer shall be required to display all permits, licenses and other approvals and authorizations as required by law.

Section 3.15 Disqualification of Proposers.

A. More Than One Proposal. No more than one Proposal for the provision of the Services described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested, as a principal, in more than one Proposal may cause the rejection of all Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 3.15.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a proposal or quoting prices to more than one Proposer for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Proposers, all Proposals of the participants in such collusion will not be considered.

Section 3.16 Award of Contract.

A. Reservation of Rights. The Village reserves the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the Village and the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; to accept and

incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the Village' opinion, prejudice the request for proposal process or create any improper advantage to any Proposal; and to waive irregularities and informalities in the request for proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Proposers should not rely upon, or anticipate, such waivers in submitting their Proposals.

B. Firm Offers. All Proposals are firm offers to enter into the Contract and no Proposals shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the Contract has been executed the Village and the Successful Proposer or until the Village affirmatively and in writing expressly reject such Proposal. Any negotiations after the submittal of the Proposals shall not be deemed a rejection of any Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made by March 11, 2024. However, the Village reserve the right to extend this evaluation and selection process through and including May 31, 2024, by written notice to all Proposers. All Proposals submitted shall remain in full force and effect during the Village' evaluation and selection process.

Section 3.17 Notice of Award; Effective Date of Award.

If a Contract is awarded by the Village, such award shall be effective when a notice of award has been delivered to the Successful Proposer ("Effective Date of Award"). The Village will prepare three copies of the Contract based upon the Successful Proposer's Proposal and will submit them to the Successful Proposer with the notice of award.

Section 3.18 Closing of Contract.

A. Closing Date. Unless otherwise stated in the notice of award, the Successful Proposer shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by the Village and the Successful Proposer ("Closing") on, the fifteenth day following the Effective Date of Award or within such extended period as the Village may, in the exercise of its sole discretion, authorize in writing after issuance of the notice of award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the Successful Proposer shall: (1) sign, date as of the Closing Date, and submit to the Village three copies of their respective Contract and all other required documentation related thereto on or before the Closing Date; and (2) submit three executed copies of the required Performance Bond dated as of the Closing Date and all required certificates and policies of insurance ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.13 of this Request for Proposal. If the submitted documents or any of them fail to comply with this Request for Proposal or

the Contract are not executed and submitted in a timely fashion, the Village may, in its sole discretion, annul the award or allow the Successful Proposer an opportunity to correct the deficiencies.

In no event will the Village execute the Contract until any and all such deficiencies have been cured or the Village have received adequate assurances, as determined by the Village, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by each Village to be in compliance with this Request for Proposal and their respective Contract, or assurances of complete and prompt performance satisfactory to the Village have been received, the Village shall execute all copies of the Contract, retain one copy of their completed Contract, and tender two copies to the Successful Proposer at the Closing. The Successful Proposer shall tender one copy to its surety company or companies. The Successful Proposer or its agent shall be present at the Closing.

Section 3.19 Failure to Close.

A. Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Proposer to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5.2.13 of this Request for Proposal.

B. Subsequent Awards. Upon annulment of an award, the Village may accept, and award their Contract based on, any other Proposal as the Village, in their sole judgment, deems to be the best or may invite new Proposals or may abandon the request for proposal process or the Services.

Section 3.20 Confidentiality.

Each Proposer shall identify any information submitted in the request for proposal process that is considered by it to be confidential or proprietary. The Village shall not disclose, outside the request for proposal process, at any time, either during or subsequent to the request for proposal process, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to the Village prior to its submission by the Proposer, or such information was properly obtained or developed independently by the Village, or the Proposer consents to such disclosure. Notwithstanding the foregoing, each Proposer, by its submission of its Proposal, acknowledges that the Village are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., and that no disclosure made in good faith by the Village pursuant to such Act shall be deemed to violate this Section 3.21.

ARTICLE IV.

EVALUATION CRITERIA

Section 4.1 Introduction.

Proposals received in response to this Request for Proposal will be evaluated by the Village 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 approaches that are sensible, feasible, and within the capability of the Proposer. In addition to considering the quality of the Proposer, the Village may consider the composite cost of waste disposal and recycling services, when evaluating Proposals.

Section 4.2 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 4.3 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 at least five years.
2. Compliance with all applicable local, state and federal laws.
3. Litigation, fines or other disputes involving the Proposer or any subcontractor which the Proposer intends to use.

Section 4.4 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. References.
6. Reasonableness of Cost Proposals.
7. Quality and Reasonableness of Proposer's Alternate Proposal, if any.
8. Quality and Reasonableness of Comments on Draft Contractual Agreement.

ARTICLE V.
SUBMITTAL REQUIREMENTS

Section 5.1 Format.

A total of four copies of the Proposal shall be submitted, consisting of one (1) bound printed copy in a single volume, two (2) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted by email to Village Manager, Stephanie Hannon at shannon@villageofbannockburn.org. Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included in within the one volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a “Residential and Commercial Solid Waste Collection Services RFP”.

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn at set forth in Section 3.5 of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal. The Village reserve the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material must be identified as confidential, and the Village will keep such information confidential to the extent permitted by law, unless such disclosure will not cause competitive harm or such information was actually known to the Village prior to its submission, or such information was properly obtained independently by the Village, or the Proposer consents to such disclosure. Notwithstanding the foregoing, the Village are subject to comply with any legal or statutory requirement or court order, including, but not limited to, the Illinois Freedom of Information, and therefore shall disclose such confidential or proprietary information whenever the Village determine in good faith that it is required to do so. By submission of a Proposal, Proposer expressly waives any claim for damages or other relief arising out of any disclosure by the Village. No Proposals or materials will be returned.

Section 5.2 Contents.

A list of the submittal requirements follows below. This list should be used only as a guide. This list 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:

- 5.2.1 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 provision of the Services.
- 5.2.2 Executive Summary. The executive summary or introduction shall include (i) a statement of the Proposer's understanding of the Services to be performed, (ii) the Proposer's plan to supply the Services, and (iii) a description of the Proposer's capability to supply the Services.
- 5.2.3 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.
- 5.2.4 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.
- 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. All subcontractors used must be acceptable to the Village.
- 5.2.5 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 must 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, as set forth in Appendix A, is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Services described in this Request for Proposal and the Contract.
- 5.2.6 Qualifications of Personnel. This section should specify a main contact person and those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a discussion of each individual's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes should be included

for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Cost Proposals. The Cost Proposals shall be submitted by completing all forms included as Appendix A, which includes the following:

- (a) a Cost Proposal for services provided to Village of Bannockburn for Residential services.
- (b) a Cost Proposal for services provided to Village of Bannockburn for commercial, industrial and institutional businesses.

The pricing in the matrix should be stated in current dollars as of the date the proposal is submitted along with an adjustment factor that will be used to adjust the pricing, if proposed. The prices included in the Cost Proposals shall be effective for 5 years beginning on May 1, 2024 in accordance with the Contract in (Appendix B).

5.2.8 Comments on Draft Agreements. Each Proposer may submit any written comments on the draft Contract of each Village set forth in Appendix B to this Request for Proposal.

5.2.9 Alternative Proposals. The Village will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this Request for Proposal. In particular, the Village encourage the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: (a) demonstrate the commitment of Proposer to provide the Services to the Village for five years; and (b) maintain the flexibility of the Village to obtain the range of service options and alternatives described in the Cost Proposals. Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village, and must adhere to all Submittal Requirements set forth in this Article V.

5.2.10 Alternative Fuels. Each Proposer should specifically describe its plan for using, or transitioning to the use of, refuse and recycling trucks in each of the Village that utilize alternative fuels in the course of providing the Services to the Village. The Village may require the use of alternative fuels as further outlined in the Contract.

5.2.11 References. Submit at least three (3) municipal or large commercial references, including the name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract between the Proposer and the municipality or business, and a brief description of the services performed thereunder.

5.2.12 Financial Capability. This section shall include the Proposer's financial statements for the three (3) most recent fiscal years.

5.2.13 Performance Bond.

At or prior to commencing service under the Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy or facsimile), substantially in the form set forth as Appendix D, in the amount of Two Hundred Thousand Dollars (\$200,000) as security for the faithful performance of the specified services in the Contract. Premiums for the performance bond shall be paid by the successful Proposer. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the PROPOSER shall fail to fulfill the Contract with the Village, the performance bond shall become payable to the Village as liquidated damages.

Each Proposal shall be accompanied by a letter from a corporate surety, satisfactory to the Village, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of each Village, in the amount of Two Hundred Thousand Dollars (\$200,000) drawn on a national bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

5.2.14 Surety and Insurance Commitments.

Every Proposal shall be accompanied by:

A. A letter from a surety company, licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in AM Best's Insurance Guide, stating that it will execute bonds in the forms included with the Contract upon award of the Contract to the Proposer; and

B. A letter from the Proposer's insurance carrier or its agent certifying that said insurer has read the insurance requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to the Proposer.

Any Proposal that fails to comply with this Section 5.2.14 may be rejected, or, if not rejected, the Village may demand correction of any deficiency and award the Contract to the Successful Proposer upon satisfactory compliance with this Section 5.2.14.

5.2.15 Assumptions, Deviations and Exceptions.

The Proposer should minimize exceptions to the requirements of this RFP. If exceptions or deviations from this RFP are evident, describe such exceptions or deviations and provide a rationale for them. In no event shall such Proposer's assumptions, deviations or exceptions involve the modification of any permits or approvals obtained by the Village. Failure to provide some or all of the information requested may be deemed, in the discretion of the Village, to be cause for disqualification of a Proposer.

REMEDIES FOR FAILURE TO COMPLY. The selected Proposer will be responsible for all errors in its Proposal resulting from its failure or neglect to comply with the terms of this RFP. The selected Proposer will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Proposer failed or neglected to inform itself prior to submitting its Proposal, and the successful Proposer shall bear all costs associated therewith or arising there from, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the performance of the services under the Agreement.

ARTICLE VI.
INQUIRIES AND SUBMISSION OF PROPOSAL

Inquiries Concerning this RFP should be submitted via email to:

Stephanie Hannon
Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
Email: shannon@villageofbannockburn.org

Inquiries must be via email and Village staff will respond to any such inquiries electronically, and Village staff will provide copies of any electronic responses to all proposers that have received the Request for Proposal. The deadline for submitting electronic inquiries is January 9, 2024 at 4:30 p.m.

Proposals should be submitted to:

Stephanie Hannon
Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
By Email to: shannon@villageofbannockburn.org
or by Mail to: Attention: Residential and Commercial Solid Waste Services Proposal

Proposals shall be submitted no later January 18, 2024 at 12:00 p.m. During the time period the RFP is being considered there should be no contact or discussions with any Village elected official regarding the RFP, except in the manner provided by the RFP.

APPENDIX A

**PROPOSER’S SWORN STATEMENT
AND COST PROPOSAL (APPENDICES A-1 THROUGH A-9)**

Full Name of PROPOSER _____ (“PROPOSER”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

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

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

2. Price Proposal. If this Proposal is accepted, PROPOSER proposes and agrees that PROPOSER shall bill to Customers in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the Appendices A-1 through A-9, unless otherwise provided in the RFP.

It is expressly understood and agreed that price agreed upon in the Contract shall be the price for the Services:

Effective May 1, 2024 and on each twelve month anniversary date thereafter for five years.

The PROPOSER shall notify the Village, and all of its Customers within the Village, in writing at least sixty (60) days prior to the effective date of any proposed increase in charges, and such increase shall not

be effective until approved by the Village in writing as complying with the terms of the Agreement.

3. PROPOSER's Representations and Warranties

In order to induce the Village to accept a Cost Proposal, PROPOSER hereby represents, warrants, and certifies as follows:

A. PROPOSER is of lawful age and the only persons interested in the Cost Proposal as principals are those named in the completed Sworn Statement attached hereto and the Cost Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. PROPOSER is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless PROPOSER is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

C. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in the Cost Proposal or in the services to which it relates or in any portion of the profits thereof.

D. PROPOSER has examined the RFP, including all of its Attachments, and will, if this PROPOSER's Proposal is accepted, enter into the Draft Agreement in the form attached to the RFP, unless changes to such agreement are mutually agreed upon by the Village and PROPOSER.

E. PROPOSER does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and PROPOSER will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. The surety and insurance commitment letters required by the RFP have been attached to this PROPOSER's Proposal.

G. PROPOSER understands and agrees that the Village reserve the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the RFP.

H. PROPOSER understands and agrees that, if this PROPOSER's Proposal is accepted, PROPOSER shall be bound by each and every term, condition, or provision contained in this PROPOSER's Proposal and in the RFP and the Agreement to be entered into in the form referenced in the RFP.

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

DATED this _____ day of _____, 2024.

Attest/Witness:

PROPOSER

By: _____

By: _____

Title: _____

Title: _____

APPENDIX A-1

COST PROPOSAL COMMERCIAL SOLID WASTE HAULING & DISPOSAL SERVICES

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon carts	\$ _____	_____	_____	_____	_____	_____	_____
95 gallon carts	\$ _____	_____	_____	_____	_____	_____	_____
1 cubic yard	\$ _____	_____	_____	_____	_____	_____	_____
*1 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
1.5 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
*1.5 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
2 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
*2 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
4 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
6 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
*6 cy compacted	\$ _____	_____	_____	_____	_____	_____	_____
8 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
10 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____

20 yard roll off \$ _____ per haul

30 yard roll off \$ _____ per haul

40 yard roll off \$ _____ per haul

	<u>Collection Only</u>	<u>Leased Service</u>
20 yard compaction equipment	\$ _____ per haul	\$ _____ per month
25 yard compaction equipment	\$ _____ per haul	\$ _____ per month
30 yard compaction equipment	\$ _____ per haul	\$ _____ per month
40 yard receiver box	\$ _____ per haul	\$ _____ per month
2 yard stationary compactor rental only		\$ _____ per month
6 yard compactor rental only		\$ _____ per month

***Rental/Lease/Purchase of Apartment style compactor and receiver boxes will be the responsibility of the individual Customer, and not the responsibility of the Village.**

APPENDIX A-2

COST PROPOSAL COMMERCIAL RECYCLING SERVICES

Note: Proposer must collect one 96-gallon toter of recyclables from each Customer per week at no additional charge. Please reflect other costs accordingly.

<u>Container Size</u>	<u>Frequency of Service</u>						
	<u>1 x Wk</u>	<u>2 x Wk</u>	<u>3 x Wk</u>	<u>4 x Wk</u>	<u>5 x Wk</u>	<u>6 x Wk</u>	<u>7 x Wk</u>
65 gallon "totter"	\$ _____	_____	_____	_____	_____	_____	_____
96 gallon "totter" (additional)	\$ _____	_____	_____	_____	_____	_____	_____
1 cubic yard	\$ _____	_____	_____	_____	_____	_____	_____
1.5 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
2 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
4 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
6 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
8 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____
10 cubic yards	\$ _____	_____	_____	_____	_____	_____	_____

20 yard roll off \$ _____ per haul

30 yard roll off \$ _____ per haul

40 yard roll off \$ _____ per haul

Please list all items included for recycling pick-up:

APPENDIX A-3

COST PROPOSAL - ORGANIC MATERIAL SERVICES

Note: If an organic material services proposal is accepted, additional terms may be added to the Contract.

Description of Service: Organic material container service on an “As-Needed” or “Per Pull” Basis. Organic material includes food scraps and landscape waste as defined in Illinois Environmental Protection Act.

<u>Container Size</u>	Cost “Per Pull”
65 gallon cart	\$ _____
95 gallon cart	\$ _____
1 cubic yard	\$ _____
1.5 cubic yards	\$ _____

If any of the above pricing on a per pull basis would be lowered based on volume (i.e., one location having a need for multiple containers) please explain:

APPENDIX A-4

COST PROPOSAL RESIDENTIAL SOLID WASTE HAULING & DISPOSAL SERVICES

<u>Type of Service</u>	<u>Qty</u>	<u>Rate by Year</u>				
		<u>5-1-24</u>	<u>5-1-25</u>	<u>5-1-26</u>	<u>5-1-27</u>	<u>5-1-28</u>
Curbside	113 Residents	\$ _____	_____	_____	_____	_____
Back-Door	67 Residents	\$ _____	_____	_____	_____	_____
Curbside Unlimited	27 Residents	\$ _____	_____	_____	_____	_____
Backdoor Unlimited	23 Residents	\$ _____	_____	_____	_____	_____
Yard Waste / Organic Seasonal		\$ _____	_____	_____	_____	_____
Sticker Cost (Organic & Extras)		\$ _____	_____	_____	_____	_____
Excess Container Charge (> 95-gallons)		\$ _____	_____	_____	_____	_____
Special Refuse Collection Service (street-side only, per refuse pic-up)		\$ _____	_____	_____	_____	_____
Cost of Private Services (per cubic yard)		\$ _____	_____	_____	_____	_____
Cost for White Goods Pick-up (per good)		\$ _____	_____	_____	_____	_____
Mthly Rate Lease Additional Medium Carts		\$ _____	_____	_____	_____	_____
Mthly Rate Lease Additional Large Carts		\$ _____	_____	_____	_____	_____

APPENDIX A-5

COST PROPOSAL RESIDENTIAL ORGANIC MATERIALS & OTHER CHARGES

Organic Material Collection

Subscription for Monthly Flat Rate \$ _____
(The monthly rate over an eight
month period from April 1 to November 30,
for unlimited organic material)

Pay per Bag/Sticker System (per sticker) \$ _____

Annual Spring Clean-Up Event Included in pricing – No additional charge

Emergency Services

Rate for Equipment per hour \$ _____

Rate for Personnel per hour \$ _____

Rate per Cubic Yard \$ _____

Change Service \$ _____

Rate to change service more than one time per year

APPENDIX B-1

**DRAFT AGREEMENT FOR THE VILLAGE OF BANNOCKBURN TO PROVIDE
COMMERCIAL SOLID WASTE SERVICES**

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EXHIBITS

- | | |
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This Solid Waste & Recycling Services Agreement ("Agreement") is made and entered into as of the ____ day of _____ by and between _____, (the "Contractor") and the Village of Bannockburn, Illinois (the "Village").

PREAMBLE

WHEREAS, the Village, in order to protect the public health and welfare of its residents and commercial, industrial, and institutional entities, has deemed it necessary to collect, transport and dispose of Commercial Materials; and

WHEREAS, the Village 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 Village desires to provide municipal waste collection, transportation and disposal services to its residential, commercial, industrial, and institutional entities, and to impose on its commercial, industrial and institutional entities rates and charges relating to such services; and

WHEREAS, the Village has determined that it is in the best interests of its commercial, industrial, and institutional entities to contract with a single waste hauler to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, is willing to collect, transport and dispose of (or sell) Commercial Materials at a facility or facilities mutually agreed upon by the Village and the Contractor;

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

DEFINITIONS

Section 1.1 Definitions

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Sections 10.1 or 10.2 of this Agreement.

"Village" means the Village of Bannockburn, Illinois.

"Village Code" means all of the Village's ordinances, regulations and codes, as they may currently exist or may hereafter be adopted or amended.

"Commercial Service" has the meaning set forth in Section 2.1 of this Agreement.

"Commercial Materials" means Municipal Waste, Recyclable Materials, Landscape Waste, Organic Material and any other similar materials.

"Contractor" means _____, a Delaware corporation licensed to conduct business in Illinois, and its successors and assignees.

"Customer" means an individual commercial, industrial, or institutional entity that is not otherwise receiving garbage, recycling, and/or organic material hauling services through a Village franchise agreement and that is authorized by law to receive such franchise services from the Village.

"Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Article X of this Agreement.

"Franchise Territory" means all territory within the corporate limits of the Village of Bannockburn.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

"Municipal Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of residential, municipal, commercial or institutional establishments and from community activities; provided, however, that "Municipal Waste" shall not include Recyclable Materials or Organic Material.

"Organic Material" means food scraps as described at 415 ILCS 5/3.197, and Landscape Waste as defined herein.

"Prior Rate" shall mean the rate paid by a Customer in the calendar month prior to the date on which the Contractor commenced the provision of Commercial Services to that Customer, for services similar to the Commercial Services.

"Private Service" means the collection of refuse and waste by the Contractor from Customers, that is not provided as Commercial Service, but which is provided pursuant to separate agreements or arrangements between a Customer and the Contractor.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and 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-#5 plastic containers and bags, aseptic beverage containers, six-pack rings and twelve-pack bands, organic material, and any other material or materials which the Village

and Contractor mutually identify as a "Recyclable Material" subsequent to the execution of this Agreement, pursuant to Section 8.1(d) of this Agreement.

"State" means the State of Illinois.

“SWALCO” means the Solid Waste Agency of Lake County.

Section 1.2 Rules of Construction

Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

Defined Terms. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and the other provisions of this Agreement.

Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SCOPE OF SERVICES

Section 2.1 Commercial Services

The Contractor shall provide, pursuant to this Agreement, complete service for designated collection from commercial, industrial, or institutional entities within the Franchise Territory, and, transportation and disposal (or sale) of, Commercial Materials at the facility or facilities determined by the Village (for the landfilling of Municipal Waste) or as mutually agreed upon by the Village and Contractor (for Recyclable Materials and Organic Material) from Customers (collectively, the "Commercial Services"). The Contractor shall be the sole and exclusive provider of Commercial Services within the Franchise Territory under this Agreement.

Section 2.2 Private Services

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

Section 2.3 Revenue Collection

The Contractor shall, pursuant to this Agreement, provide revenue collection services in accordance with Article VI for all Commercial Services provided under this Agreement.

Section 2.4 Excluded Services

Notwithstanding any provision of this Agreement to the contrary, the following services are not included within this Agreement:

- a) Solid waste collection, transportation and disposal from all single-family and multi-family and townhome dwellings within the Village;
- b) Temporary roll-off services;
- c) Temporary construction/demolition debris collection and disposal services; and
- d) Commercial Services otherwise exempt from this Agreement by the Village Code, as it may be amended from time to time.

Section 2.5 Exempted Services

Solid waste collection, transportation and disposal from any commercial, industrial and institutional Customers within the Village are not included within this Agreement if the Village approves the exemption of any such services under the terms of the applicable provisions of the Village Code.

Section 2.6 Modification of Required Services

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

Section 2.7 Integration of RFP

The terms of the Request for Proposals issued on November 14, 2023 ("RFP") are hereby incorporated as if fully set forth herein. Should any terms of the RFP directly conflict with the terms of this Agreement, the terms of this Agreement shall control.

TERM OF SOLID WASTE & RECYCLING SERVICES AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on _____ ("Commencement Date"), and end on _____.

At the end of any contract term the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of arranging to place a new contract in effect.

SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Commercial Service

Commercial Materials shall be collected by the Contractor in accordance with the schedule provided in Section 4.3 of this Agreement, and transported in accordance with Section 4.4 of this Agreement.

Beginning on the Commencement Date, the Contractor shall provide Commercial Services to all Customers within the Village which have not been approved for an exemption in accordance with Section 2.5 of this Agreement.

Section 4.2 Private Service

In addition to the Commercial Services provided by the Contractor under Section 4.1 of this Agreement, the Contractor may also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to, Hazardous Waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§6901-6992k.

For services provided pursuant to this Section 4.2, the Contractor agrees to keep available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor.

Nothing in this Agreement provides for exclusive rights of the Contractor to provide Private Service in the Village.

Section Schedule and Location of Collection

Commercial Materials shall be collected in compliance with all applicable provisions of the Village Code. The Contractor acknowledges that the Village may amend certain provisions of the Village Code in conjunction with the Village's consideration of the award of this Agreement, and agrees to comply with all applicable provisions of the Village Code, as may be amended.

Private Service waste shall be collected in accordance with the provisions of Section 4.2 of this Agreement on days to be mutually agreed upon by the respective Customer and the Contractor, and in compliance with all applicable provisions of the Village Code.

The Village agrees to cooperate in providing information, if any, relating to property vacancies or any other information that will assist the Contractor in the performance of its obligations under this Agreement.

The Contractor shall use its best efforts to provide Customer the level, quality and timing of Private Service as provided in Contractor's agreement with Customer.

Section 4.4 Disposal

a) Municipal Waste.

- 1) Municipal Waste shall be removed from the Village at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense.
- 2) The Contractor acknowledges that the SWALCO-designated facilities in operation as of the effective date of this Agreement are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, Illinois, , and the Newton County Landfill in Newton County, Indiana. Notwithstanding the foregoing, the Village reserves the right to direct the Contractor to dispose of all Municipal Waste at an alternate pollution control facility.
- 3) The Contractor may request authorization to deliver Municipal Waste collected pursuant to this Agreement to another pollution control facility. The Contractor shall be required to present to the Village sufficient information relating to such other pollution control facility to demonstrate that its operations and experience are comparable in terms of environmentally effective practices and cost to the pollution control facilities designated from time-to-time pursuant to Section 4.4(a)(2). The Village shall exercise its reasonable judgment in determining whether such other pollution control facility satisfied the environmental and economic objectives of the Village as they may be established from time-to-time.

b) Recyclable Materials.

- 1) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to

Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.

- 2) The Contractor shall deliver all collected Recyclable Materials to a recycling facility of its choice and shall notify the Village in writing of the designation of such facility and shall further notify the Village in writing if a new recycling facility is selected to receive the Village's Recyclable Materials. Notwithstanding the foregoing, the Village reserves the right to designate an alternate recycling facility that, in the sole opinion of the Village, provides greater financial benefits to the Village.
 - 3) No Recyclable Materials may be deposited in a landfill or waste incinerator.
 - 4) All Recyclable Materials shall be collected commingled (i.e., single stream) from the Customers.
- c) Organic Material.
- 1) All Organic Material shall be disposed of in a lawful manner.
 - 2) Not less than 60 days prior to the date on which the Contractor commences disposal of Organic Material at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Organic Material facility that, in the sole opinion of the Village, is more cost effective than the facility previously being used by the Contractor under this Agreement.
 - 3) No Organic Material may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village.
- d) In the event that the Village directs the disposal of any Commercial Materials to any alternate facility pursuant to this Section 4.4, the Village and the Contractor agree to establish an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

Section 4.5 Solid Waste Collection Data

- a) The Contractor shall provide to the Village, on a quarterly basis, a report on: (i) the quantity (in tons) of all commercial solid waste collected within the Village; (ii) recycling diversion data, including the quantity (in tons) of commercial recyclables and organic materials recycled and composted, and the number of business

accounts that have recycling containers; and (iii) a breakdown of the number of Customers.

- b) The Contractor shall prepare and deliver to the Village, at least once every 12 calendar months, a service matrix, which shall include, without limitation: the name, service address, billing address (if different), contact person, telephone number and fax number of each Customer; the type and quantities of containers located on each Customer's site; the frequency of collections from each site; and an itemization of the days of collections and the current service rate applicable to each Customer.
- c) The Contractor acknowledges and agrees that program data and other public information will be provided by the Village to each Customer upon request.

COMPENSATION

Section 5.1 Commercial Service

- a) For providing for, pursuant to this Agreement, the collection, transportation and disposal (or sale) of commercial refuse and recyclables at a facility or facilities determined by the Village, and for providing revenue collection services, the Contractor shall receive as compensation from each Customer the rates set forth in Exhibit A attached to this Agreement, except as provided in Section 5.1(b) of this Agreement, and as adjusted pursuant to Section 5.1(c) of this Agreement.

Section 5.2. Change in Law.

In the event there is a change in a federal, state or local law that increases the taxes or surcharges (not including private host agreements), the parties agree to negotiate a price adjustment if warranted. The Contractor shall notify the Village of such a change in law and shall submit documentation of the cost increases and the resulting impact on rates in Exhibit A. The parties will have sixty (60) days to mutually agree on a price adjustment for future services pursuant to this Agreement. If no agreement to a price adjustment is reached, then either party may terminate this Agreement upon 180 days' notice.

- a) The Contractor acknowledges and agrees that pursuant to Exhibit A of this Agreement, there shall be no charge for the weekly collection of Recyclable Materials from any individual Customer using up to and including a four (4) cubic yard container . All other collections of Recyclable Materials shall be charged at the rates set forth in Exhibit A of this Agreement, including, without limitation, collections from Customers using multiple collection containers.
- b) The Contractor is responsible for determining if each Customer is receiving sufficient service in terms of frequency of collection and on-site containers, as required by the Village Code. If the Contractor deems that the capacity of on-site

storage at the site of a Customer is exceeded regularly, it shall recommend to the Customer an increase in collection frequency or an upgrade of the container size.

- c) In the event that a Customer is unable to utilize any of the containers identified in Exhibit A of this Agreement, the Contractor shall charge that Customer pro-rated rates for the provisions of the Commercial Services, based upon the size and type of containers utilized by that Customer. Such pro-rated rates are subject to approval by the Village, which approval shall not be unreasonably withheld.
- d) The Contractor shall allow Customers to change their level of service, including changing the size of the collection containers and/or frequency of service, at no charge. Any Customer requesting a change in container due to its aesthetics or odor may be charged an exchange fee of _____ per container.
- e) Disposition of Recyclable Materials. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials. Contractor acknowledges that the Solid Waste Agency of Lake County may in the future have a rebate program whereby the Agency receives certain funds from the Designated Recycling Facility and distributes a portion of these funds to its members, including the Village, and Contractor waives any claim to any portion of the funds collected by the Agency through this program.

REVENUE COLLECTION

Section 6.1 Billing of Accounts

Commercial Services provided under Section 4.1 of this Agreement are provided by the Contractor, pursuant to this Agreement. The Contractor shall perform, on a monthly basis in advance of services provided and pursuant to this Agreement, the billing and collection of Customers of all rates and charges relating to such Commercial Services. The Contractor may impose a late fee on accounts that are past due at least 45 days from the due date of the invoice. The maximum late fee penalty shall be 1.5% per month. The Contractor shall have the right to suspend service on all accounts that reach a past due balance of 60 days from the due date of the invoice, but must first notify the Village of all delinquent accounts where service may be affected or suspended at least 15 days prior to any suspension of service.

Section 6.2 Commercial Service

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

Section 6.3 Private Service

The Contractor may, but is not required to, include as an item on each Customer'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 each commercial entity pursuant to this Section 6.3. Alternatively, the Contractor may bill Customer separately for Private Service.

TITLE TO COMMERCIAL MATERIALS

Section 7.1 Title to Commercial Materials

The Contractor shall retain title to all Commercial Materials collected pursuant to this Agreement.

RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Commercial Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) Recyclable Materials Collection Data. The Contractor shall provide to the Village and SWALCO a quarterly report on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.
- c) The Village shall have the right to add materials to the list of Recyclable Materials listed in Section 1.1(o) of this Agreement, pending the availability of disposal or resale markets for the added materials and the prior approval of the Contractor.
- d) The Contractor, pursuant to this Agreement, 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 Village.
- e) The Contractor shall sell all Recyclable Materials, other than Organic Material, that are collected 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 Village regarding the market changes of the affected Recyclable Material. The Village may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.
- f) The Contractor agrees to meet periodically with representatives from the Village and the Bannockburn business community to: (1) review the provision of commercial recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of commercial recycling and other sustainability initiatives within the Village.

Section 8.2 Recycling Marketing and Education

The Contractor shall make reasonable efforts to encourage all Customers to participate in the weekly collection of Recyclable Materials. Such reasonable efforts shall include without limitation meeting personally with representatives of each eligible Customer to provide each such Customer with information regarding recycling services under this Agreement. Recycling Education and Awareness. In addition to the brochure required, the Contractor and Village agree to disseminate the recycling guidelines provided by SWALCO on their websites and social media in a coordinated manner.

CUSTOMER SERVICE STANDARDS

Section 9.1 Service Options; Changes in Service

The Contractor at its expense, shall be required to develop, print and distribute to all existing Customers, prior to the Commencement Date, and to all new Customers establishing regular service during the term of this Agreement, a brochure approved by the Village explaining the solid waste and recycling programs provided under this Agreement and the procedures for the Customers to modify or cancel the services provided by the Contractor. The brochure shall be updated and distributed whenever there is a change in the service or programs provided, or as directed by the Village.

Section 9.2 Office and Telephone

The Contractor shall maintain an office and telephone, toll free, for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary full-time customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum customer service standards set forth in Section 9.3 of this Agreement.

Section 9.3 Minimum Customer Service Standards

- a) **Complaints Generally.** The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement (defined as having two or more meritorious Customer complaints in a month that are referred to the Village per Section 9.3(d)), shall entitle the Village to exercise the remedies provided to it pursuant to Articles IX or X of this Agreement. A meritorious Customer complaint is defined as a complaint determined by the Village Manager to constitute: (i) a failure by Contractor to provide a Customer with Commercial Service or Private Service in compliance with this Agreement, and (ii) a failure by the Contractor to respond to the Customer complaint as required under Section 9.3(c).

- b) Contractor shall enter, log and maintain records of all complaints and their resolution in computerized format. At Village's request, Contractor shall immediately e-mail Village records of such complaints and their resolution.
- c) Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours after receipt of such complaint. If the Contractor does not respond within the twenty-four (24) hour time frame the Village may, in addition to any other remedies provided under this Agreement, hire a private hauler or authorize the Customer to hire a private hauler to perform the service, and the Contractor shall be liable for compensating the Village or Customer for the reasonable costs associated with the private hauler's services.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agrees in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor may seek resolution of any dispute through court, mediation, or arbitration proceedings, at its election.

- d) Referral to Village. If the Contractor is unable to resolve a Customer complaint in a manner satisfactory to both the Contractor and the Customer within forty-eight hours after receipt of such complaint ("Impasse"), then the Contractor, within forty-eight (48) hours after Impasse, shall deliver notice of such complaint to the Village Manager, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Village Manager or his or her designee shall arbitrate and decide each such complaint, and the Village Manager's or his or her designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.
- e) Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within thirty (30) seconds. The thirty (30) second maximum includes wait time or time spent 'holding' for a customer service representative.
- f) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.

- g) Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within thirty (30) seconds thereof.
- h) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
- i) Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the Village on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(h) of this Agreement, as the Village may request in its discretion, on a monthly basis. The Village reserves the right to audit the Contractor's complaint procedures as required by this Section 9.3. If the records and/or audit indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(h) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

Section 9.4 Customer Service Survey

The Contractor will, every other calendar year, conduct a Customer service survey to assess the Contractor's service performance under the Agreement, in a form, of content, and administered in a manner to be approved in advance by the Village.

Section 9.5 Liaison

The Contractor shall designate in writing a person to serve as agent for the Contractor and liaison between the Contractor and the Village.

BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

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

- a) A material or repeated failure by the Contractor to respond timely to and address Customer complaints in keeping with the customer service standards in Article IX and as further defined in Section 9.3(a).

- b) Failure of the Contractor to pay, within thirty (30) days after notice from the Village of nonpayment, amounts which are undisputed or which are due to the Village under this Agreement;
- c) Repeated failure of the Contractor to comply with Section 9.3 of this Agreement;
- d) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Sections 10.1(a) or 10.1(b) of this Agreement, 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 Village 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
- e) Any of the following: (1) 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, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) 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, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 10.2 Events of Default and Remedies of Village

- a) If a Breach occurs under Section 10.1 of this Agreement, the Village may declare an Event of Default or Breach and may thereafter exercise any one or more of the following remedies:
 - 1) The Village may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (5) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
 - 2) The Village may seek and recover from the Contractor any unpaid amounts due the Village along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this 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 Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.

- 3) The Village 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 agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.
 - 4) The Village 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 Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - 5) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the Village in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the Village 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 Village. No delay or omission to exercise any right or power accruing upon any Event of Default or Breach shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or Breach 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 or Breach shall extend to or shall affect any subsequent default or Event of Default or Breach or shall impair any rights or remedies consequent thereto.
- c) 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 \$50 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.2(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is rectified within seven (7) days after the missed collection. All charges levied against the Contractor under this Section 10.2(c) shall be credited to the affected Customer's account within 30 days after receipt of an invoice therefore.
- D) In the event of a strike or other labor stoppage, Contractor shall notify the Village within 24 hours after commencement of the strike or labor stoppage. If such strike or labor stoppage does not end within seven (7) business days of such notification, the Contractor will provide the Village with refuse collection dumpsters located in

at least four (4) geographic locations for commercial customer drop-offs, which locations shall be mutually acceptable to the parties. In the event of a strike, that does not end within 14 days of notification, the Contractor will agree to meet with the Village and negotiate the potential provision of a credit for commercial Customers under the agreement due to non-collection; provided however that any credit given, if any, shall be mutually agreed to by both parties.

This Section 10.2 shall survive the termination of this Agreement.

Section 10.3 Force Majeure

Neither the Contractor nor Village shall be liable for failure to perform their duties or for any resulting damage or loss if such failure is caused by a catastrophe, terrorism, riot, war, fire, accident, act of God, or other similar contingency that is beyond the reasonable control of the Contractor or the Village including without limitation: extraordinary inclement weather; explosion; widespread lack of adequate fuel, power, raw materials, labor or transportation facilities; material changes in governmental laws, regulations, requirements, orders, or actions, the impact of which is unrelated to Contractor, the Village, or Contractor's or the Village's performance, or failure to perform; national defense requirements; injunctions or restraining orders; and labor trouble and strike. In the event the Contractor asserts a right to suspend performance under this Section, the Contractor shall (i) within twenty-four (24) hours after it has knowledge of the effective cause, notify the Village of the cause for suspension, the performance suspended and the anticipated duration of suspension and (ii) advise the Village when the suspending event has ended and when performance will be resumed. Once the suspending event ends, the Contractor shall promptly resume performance.

INSURANCE AND INDEMNIFICATION

Section 11.1 Insurance

- a) The Contractor shall maintain for the duration of this Agreement 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 Exhibit B. The Contractor shall provide the Village with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit B. The Contractor shall also provide Customers with a certificate of insurance upon request by the Customer.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.
- c) Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by (1) allowing any services under the

Agreement to commence before receipt of certificates of insurance, (2) by failing to review any certificates of insurance, or (3) by failing to advise the Contractor that any certificate of insurance fails to contain all of the required insurance provisions or is otherwise deficient in any manner. Contractor agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that its obligations cannot be waived by any act or omission of the Village.

Section 11.2 Indemnification

- a) The Contractor agrees to indemnify, defend and hold harmless the Village, its officials, employees, agents, representatives and attorneys (the “Indemnitees”) , 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 and fees, including reasonable attorneys' fees and costs, which may accrue against the Indemnitees in consequence of entering into or performance or breach of this Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors, including, without limitation, any action or omission related to the disposal of any Commercial Materials in a landfill.
- b) Contractor further agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all injuries, deaths, claims, losses, damages, suits, demands, actions and causes of actions, expenses and fees, including reasonable attorneys' fees and costs which may accrue against the Indemnitees on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Contractor’s performance under this Agreement, compliance with which is left by the Agreement to the Contractor. In the specific instance of a claim or suit brought by a private waste management company or a trade association of private waste management companies against the Village as a result of entering into this contract the Contractor shall be responsible for only the first \$25,000 in reasonable attorney’s fees and costs.
- c) In the event that the Contractor does not undertake to defend or indemnify the Indemnitees unconditionally 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 Indemnitees in consequence of entering into this Agreement (or in the event that the Contractor does not deliver written confirmation to the Village of such unconditional undertaking within 15 days after written request from the Village), the Village shall

have the right to terminate this Agreement; provided, however, that the Contractor's obligations under Section 11.2 shall survive any such termination.

MISCELLANEOUS

Section 12.1 Non-Assignability

The Contractor shall not assign this Agreement or any part thereof without the prior written consent of the Village. Approval, if any, for such assignment shall be made by the corporate authorities of the Village. 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 Village, 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 Agreement.

Section 12.2 Equal Employment Opportunity

- a) 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.
- b) 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, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
 - 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 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, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or 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 Village, 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 Village, 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 Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
 - 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 Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.
- c) During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service. Findings of non-compliance with applicable State or federal equal employment opportunity

laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 12.3 Prevailing Wages

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

Section 12.4 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in substantially in the form attached to this Agreement as Exhibit C, to be executed by a responsible surety company and to be in the penal sum of \$200,000. Such performance bond shall be furnished annually by the Contractor for the following contract year, and shall indemnify the Village against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year.

Section 12.5 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in Section 4.1 of this Agreement 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 Village, shall be replaced at the request of the Village. Equipment used for Private Service described in Section 4.3 of this Agreement 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) Beginning on _____ and throughout the remainder of the term of this Agreement: (1) all primary collection trucks used by the Contractor for the provision of Commercial Services shall operate on Compressed Natural Gas ("CNG").

- c) Contractor shall provide collection containers to all Customers. Containers used in connection with the provision of Commercial Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Any container in disrepair of this sort shall be replaced within three (3) days of notification by the Village. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight fitting seal to prevent access by 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.
- d) All equipment used by Contractor for the provision of Commercial Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.

Section 12.6 Compliance with Laws

- a) Notwithstanding any other provisions in this Agreement, 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 as set forth in this Agreement.
- b) Contractor certifies that it, at all times, will be in compliance with the Illinois Human Rights Act including, but not limited to, the requirements imposed upon entities having a contract with a public entity by 775 ILCS 5/2-105(A) and the requirement that the Vendor have a written sexual harassment policy that meets the requirements of 775 ILCS 5/2-105(A)(4).

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 12.7 Care and Performance

- a) The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Village, 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 be liable to the Village for damage to Village rights-of-way caused in connection with the provision of the Commercial Services or Private Services, ordinary wear and tear excepted.

- c) To the extent that the Contractor or its employees or agents violate any provisions on the Village Code, the Contractor shall be liable for fines due under the Village Code arising in the course of its provision of services under this Agreement.
- d) The Contractor acknowledges, and the Parties agree that, with respect to the Commercial Services to be provided to Customers under this Agreement, the Customers are third-party beneficiaries of this Agreement.

Section 12.8 No Alcohol or Drugs

The Contractor shall prohibit and use its best efforts to enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.

Section 12.9 Non-Waiver

The failure of either Village or Contractor to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of Village's or Contractor's right to insist that the other party in the future strictly comply with any and all terms and conditions contained in this Agreement and to enforce such compliance by any appropriate remedy.

Section 12.10 Governing Law

This Agreement and the rights of the Village and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

Section 12.11 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 12.2 Entire Agreement

This Agreement sets forth the entire agreement of the Village and the Contractor with respect to the provision of the Commercial Services and compensation therefore, and there are no other understandings or agreements, oral or written, between the Village and the Contractor with respect to the Commercial Services and the compensation therefore, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section 12.13 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
Attention: Village Manager

With a copy to:

Address: One Rotary Center
1560 Sherman Avenue, Suite 510
Evanston, IL 60201
Attention: Filippini Law Firm, LLP

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor Name: _____
Address: _____
Attention: _____

Section 12.14 Publicity

The Village’s name or insignia, photographs of the Village, or any other publicity pertaining to the provision of the Commercial Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the Village.

Section 12.15 No Interpretation against Drafter

This Agreement has been negotiated by all Parties and shall not be construed against any Party as the drafter of this Agreement.

Section 12.16 Independent Contractor

Contractor acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Contractor nor its employees shall be deemed to be an employee of the Village for any reason whatsoever. Neither Contractor nor Contractor's employees shall be entitled to any Village employment rights or benefits whatsoever. Contractor is only authorized to operate pursuant to this Agreement, and shall not be deemed an Agent of the Village when engaging in the activities authorized hereunder.

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

CONTRACTOR

VILLAGE OF BANNOCKBURN

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT A
PRICING SHEETS
TO BE INSERTED

EXHIBIT B

INSURANCE PROVISIONS

Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

<u>Type of Insurance</u>	<u>Required Minimum Coverage</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for: premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards, products and completed operations (including broad form property damage), personal injury liability, and owner's protective liability.	\$1,000,000 per person per occurrence for bodily injury \$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage.
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 combined single limit each accident
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Exhibit B 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 Village 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 "A VIII" 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 Village certificates of insurance (and other evidence of insurance requested by the Village) 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 Village by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insured's set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit B shall be endorsed to include the Village, the directors, officers, employees, agents and members of the Village, SWALCO and the directors, officers, employees, agents and members of SWALCO as additional named insured's 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.

EXHIBIT C

FORM OF PERFORMANCE BOND

FORM OF PERFORMANCE BOND FOR THE VILLAGE OF BANNOCKBURN

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] _____

as Principal (hereinafter called the “Contractor”),

and [insert full name and address of surety here:] _____

(hereinafter called the “Surety”),

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Bannockburn, IL as Oblige, hereinafter called the Village, in the full and just sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**, for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, _____, with the Village entitled “COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT” (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with CONTRACTOR or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

CONTRACTOR and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

CONTRACTOR and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

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

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

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

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

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

Signed and sealed this _____ day of _____, _____.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

APPENDIX B-2

**DRAFT AGREEMENT FOR THE VILLAGE OF BANNOCKBURN TO PROVIDE
RESIDENTIAL SOLID WASTE SERVICES**

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EXHIBITS

- EXHIBIT A Pricing Sheet
- EXHIBIT B Insurance Requirements
- EXHIBIT C Municipal Collection Sites

This Residential Solid Waste and Recycling Services Agreement ("Agreement") is made and entered into _____ by and between _____, (the "Contractor") and the Village of Bannockburn, Illinois (the "Village").

PREAMBLE

WHEREAS, the Village, in order to protect the public health and welfare of its residents has deemed it necessary to collect, transport and dispose of Residential Materials (as defined **below**); and

WHEREAS, the Village is authorized pursuant to the provisions of Section 11-19-1 of the Illinois Municipal Code (65 ILCS 5/11-19-1) and its home rule authority 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 Village entered into a "Residential Solid Waste and Recycling Services Agreement" with _____ on _____ (the "**Solid Waste Agreement**") to provide municipal waste collection, transportation and disposal services for single-family residential properties and municipally-owned facilities, and to set the rates and charges relating to such services; and

WHEREAS, the Village has determined that it is in the best interests of its residents to enter into a contract with a single waste hauler to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the Village, continues to be willing to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement.

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

DEFINITIONS

Definitions

Whenever used in this Agreement, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

“Agency” means the Solid Waste Agency of Lake County, known as SWALCO.

"Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Sections 10.1 or 10.2 of this Agreement.

“Bulk Items” means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, storm doors and windows, metal and lumber products and machine parts.

"Contractor" means _____, and its successors and assignees.

"Customer" means the owner or occupant of a single-family dwelling to whom the Contractor furnishes Residential Services and/or Private Service pursuant to this Agreement.

"Designated Recycling Facility" means a materials recovery facility designated by the Village as a facility to which Recyclable Materials are transported for processing.

“Electronic Scrap” means electronic devices as defined in the Electronic Products Recycling and Reuse Act, 415 ILCS 150/1 or the Illinois Consumer Electronics Recycling Act.

"Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Sections 10.3 and 10.4 of this Agreement.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

“Organic Material” means food scraps as defined at 415 ILCS 5/3.197 and Landscape Waste Defined herein.

"Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.

"Municipal Collection Sites" means those public areas owned or maintained by the Village from which the Contractor is required to collect refuse and waste pursuant to this Agreement, as described in greater detail in Section 2.4 of this Agreement, which Municipal Collection Sites are identified in Exhibit C to this Agreement.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and 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 (not including plastic film or #6 foam), aseptic beverage containers, six-pack rings and twelve-pack bands, and any other material or materials which the Village identifies as a "Recyclable Material" subsequent to the execution of this Agreement, pursuant to Section 8.1(d) of this Agreement.

"Residential Materials" means Residential Waste, Recyclable Materials, Landscape Waste, and any other similar materials.

"Residential Service" has the meaning set forth in Section 2.1 of this Agreement.

"Residential Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.

"State" means the State of Illinois.

"Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.

"Village" means the Village of Bannockburn, Illinois.

"Village Container" means a container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site, ranging in size between approximately 65 gallons and 6 cubic yards.

"Waste Sticker" means a sticker or tag to be sold by the Contractor or its agents and that is to be affixed to Residential Waste or Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans or bags which exceed the maximum capacity for the selected level of service that the Customer has elected under Section 4.1 or Section 4.2 of this Agreement.

"Wheeled Cart" means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of 95 gallons or more. A Medium Wheeled Cart shall have a capacity of approximately 65 gallons.

"White goods" means the items so defined by section 22.28 of the Illinois Environmental Protection Act.

Rules of Construction

Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday,

then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

SCOPE OF SERVICES

General Services

The Contractor shall provide the following solid waste hauling, collection and disposal services in accordance with the provisions of this Agreement:

Residential Waste. Collection and transportation and disposal of Residential Waste as more particularly described in Section 4.1 of this Agreement.

Landscape Waste. Collection, transportation and disposal of Landscape Waste as more particularly described Section 4.2 of this Agreement.

Recyclable Materials. Collection, transportation and disposal of Recyclable Materials as more particularly described in Section 4.3 of this Agreement.

Containers for Customers. The Contractor shall provide refuse carts and containers as follows:

- (i) For each Customer, the Contractor shall provide one (1) Large Wheeled Cart for Residential Waste, at the cost of the Contractor.
- (ii) For each Customer, the Contractor shall provide one (1) Medium Wheeled Cart or one (1) Large Wheeled Cart for Recyclable Materials (at the selection of the Customer), at the cost of the Contractor. Each year, beginning in 2014 and during the entire month of May, the Customer shall have a one-time option during the term of the Agreement to upgrade from a Medium Wheeled Cart to a Large Wheeled Cart for recyclables at no cost to the Customer.

The Contractor on behalf of the Village shall furnish the services described in Sections 2.1(a), (b), (c) and (d) (the "Residential Services") and bill residents for such services under this Agreement. The Contractor shall be the sole and exclusive agent of the Village to provide the Residential Services.

Municipal Site Collection. The Contractor shall, without cost to the Village: (i) furnish Village Containers for the deposit of Residential Waste and Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Residential Waste and Recyclable Materials, at dates and times and subject to such additional conditions as set forth this Agreement, including the Special Events Collections described in Section 2.3.

Annual Bulk Item Collection Program

At least once per calendar year during the months of May or June and on specific dates to be mutually determined by the Contractor and the Village, the Contractor shall provide for unlimited Street-side collection from each Customer, and disposal, of Bulk Items (including, without limitation, White Goods).

Village Special Events Collection

The Contractor shall provide for the collection, transportation and disposal of all Residential Waste and Recyclable Materials generated at the following special Village events, at no cost to the Village:

Bannockburn Days. The Village holds a Bannockburn Days each year. Prior to the commencement of the event and at a mutually-agreeable date and time, the Contractor shall deliver to the Village, at a site to be determined by the Contractor and Village, one, six cubic yard container for refuse and 12, 96-gallon carts for Recyclable Materials.

At the conclusion of these events, the Contractor shall collect, transport, and dispose or manage all refuse and Recyclable Materials that have been deposited in the Village Containers and thereafter collect and remove the extra Village Containers from the event sites.

Revenue Collection

The Contractor shall, on behalf of the Village, provide revenue collection services in accordance with Article VI for all Residential Services provided under this Agreement.

Right-of-Way Services

The Contractor shall clear debris accumulated on public rights-of-way during inclement weather events, upon receipt of a request therefor by the Village and at a rate to be mutually determined by the Village and the Contractor.

Modification of Required Services

The Village reserves the right to adjust or expand the scope of the Residential Services required under this Agreement, upon thirty (30) days prior written notice to the Contractor, to accommodate changes in the definition of Residential Materials or changes in the scope of services provided by SWALCO. The Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Residential Services.

Section 2.7 Brochure

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure,

approved by the Village, explaining the Residential Waste, Recyclable Materials and Landscape Waste programs covered under this Agreement. The brochure will include a method for customers to change their waste, recycling and/or landscape waste services. The brochure shall be updated periodically during the term of this Agreement and any extensions.

TERM OF AGREEMENT

Term of Agreement

The initial term of this Agreement shall commence on _____ ("Commencement Date"), and end on _____. Upon the mutual written consent of both parties, this Agreement can be extended for a one-year period.

At the end of any contract term, the Village reserves the right to extend this Agreement for a period of up to ninety (90) days for the purpose of arranging to place a new contract in effect.

SOLID WASTE COLLECTION AND DISPOSAL

Residential Waste

The Contractor shall collect, transport, and dispose of Residential Waste in accordance with the following:

a) Customer Selection of Service. Each Customer shall have the right to select Limited Service or Unlimited Service from the Contractor:

- (i) Once-per-week subscription service ("Limited Service") which provides for collection by the Contractor of Residential Waste from not more than one (1) Large Wheeled Cart, and for which the Customer shall pay to the Contractor a flat rate in accordance with Article V of this Agreement. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum capacity of the Large Wheeled Cart, unless the Customer affixes a Waste Sticker for each additional container placed by the Customer for collection, the cost of which Waste Sticker shall be as set forth in Article V of this Agreement.
- (ii) Once-per-week subscription service ("Unlimited Service") which provides for collection by the Contractor of an unlimited amount of Residential Waste, and for which the Customer shall pay to the Contractor a flat monthly rate in accordance with Article V of this Agreement.

For each type of service for collection of Residential Waste, the Contractor shall furnish, at its cost, one (1) Large Wheeled Cart as part of the monthly price; and each Customer shall have the right to choose collection at Street-side or the back door of the Customer's residence, with adjustment to the monthly fees as set forth in Article V of this Agreement.

Each Customer shall notify the Contractor in writing of the specific type of collection service selected, and shall have the right to change from either service to the other upon 30 days' advance written notice to the Contractor. The Contractor shall provide Unlimited Service at Street-side to any Customer that has not specifically selected a type of service.

b) Time of Collection. Customers are required to place containers at street-side or the back door by 7:00 a.m. on the designated day for collection. All Residential Waste shall be collected from each Customer by 7:00 p.m. on the designated day of collection, except as otherwise agreed between the Village and the Contractor.

c) Location of Collection. Each Customer has the right to select to have their Residential Waste collected Street-side or at the back door of the Customer's residence.

d) Transport and Disposal. All Residential Waste collected pursuant to this Section 4.1 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

e) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste, which shall be a Large Wheeled Cart. If the Customer uses his own container for Residential Waste that won't fit inside of the Large Wheeled Cart, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-three (33) gallons and a weight of approximately 50 pounds. The Contractor, at the Contractor's cost, shall provide, if requested by a Customer, at a cost as listed in Exhibit A, an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. Wheeled Carts provided by the Contractor shall be owned and maintained by the Contractor.

f) Bulk Item Service. Bulk item pick-up at Street-side shall be included as part of Residential Waste collection. Such pick-up shall be made one (1) time each week and shall be on the same day as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

g) White Goods Service. White Goods pick-up at Street-side shall be included in the services offered by the Contractor, at a cost per White Good as listed in Exhibit A.

g) Municipal Site Collection. The Contractor shall, without cost to the Village, at Municipal Collection Sites: (i) furnish Village Containers for the deposit of Residential Waste at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Residential Waste, at dates and times mutually agreeable to the Village and the Contractor.

Organic Material

The Contractor shall collect, transport, and dispose of Organic Material from April 1 through November 30 of each year, in accordance with the following:

Customer Selection of Organic Material Service. Each Customer shall have the right to select one of the Organic Material services listed below:

- (i) Customer Subscription. Each Customer shall have the right to subscribe for unlimited Organic Material collection service from the Contractor for a flat monthly rate that covers an unlimited number of metal or plastic containers or biodegradable paper “kraft”-type bags, each container or bag not to exceed a capacity of 33 gallons and a weight of 50 pounds.
- (ii) Pay per Bag/Sticker System: Once-per-week volume-based system, for which the Contractor shall collect Organic Material once per week, and for which the Customer shall pay to the Contractor only in proportion to the quantity of Landscape Waste actually collected from the Customer. If the Customer chooses to use the once-per-week volume-based service, the Contractor shall have no obligation to collect any Organic Material in any container to which a Waste Sticker is not affixed.

Containers. The Contractor shall have no obligation to collect any Organic Material unless such Waste is either:

- (i) Placed in biodegradable paper “kraft”-type bags of a capacity not to exceed 33 gallons and 50 pounds;
- (ii) Placed in metal or plastic cans of a capacity not to exceed 33 gallons and 50 pounds; or
- (iii) If the Organic Material cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length, 24 inches in diameter, and 50 pounds in weight.

Christmas Trees. For all residential Customers (whether or not subscribers for Organic Material collection services), the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no cost to the Customer.

Location of Collection. The Contractor shall collect all Organic Material that is placed by each Customer at street-side in front of the Customer's property.

Time of Collection. Customers are required to place Organic Material containers at street-side by 7:00 a.m. on the designated day for collection. All Organic Material shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Village and the Contractor, between April 1 and November 30 of each calendar year. The Contractor shall collect Organic Material on the same day as the Contractor collects Residential Waste from the Customer.

Transport and Disposal. All Organic Material collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

Recyclable Materials and Electronic Scrap

The Contractor shall collect, transport, and dispose of Recyclable Materials and Electronic Scrap in accordance with the following:

Location of Collection from Customers. Each Customer has the right to select to have an unlimited amount of their Recyclable Materials collected Street-side or at the back door of the Customer's residence.

Time of Collection from Customers. The Contractor shall collect Recyclable Materials and Electronic Scrap from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.

c) Containers. The Contractor shall furnish at no separate cost to the Customer, at the Customer's option, a Medium Wheeled Cart or Large Wheeled Cart for Recyclable Materials. Customers may use their own containers for Recyclable Materials if the amount exceeds the capacity of their Wheeled Cart, as long as the container does not exceed 33 gallons of capacity and 50 pounds. The Contractor shall provide a Medium Wheeled Cart to any Customer that has not specifically selected a type of cart. Each year, beginning in 2014 and during the entire month of May, the Customer shall have a one-time option during the term of the Agreement to upgrade from a Medium Wheeled Cart to a Large Wheeled Cart for recyclables at no cost to the Customer. Wheeled Carts provided by the Contractor shall be owned and maintained by the Contractor.

Municipal Sites Collection. The Contractor shall, without cost to the Village, at Municipal Collection Sites: (i) furnish Village Containers for the deposit of Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Recyclable Materials, at dates and times mutually agreeable to the Village and the Contractor.

CFL Bulbs and Dry Cell Batteries. The Contractor, at no cost to the Village, shall keep the Village supplied with (5) five recycling receptacle kits to hold compact florescent light bulbs (CFL Recycling Kits) and a container suitable for temporary storage of long florescent bulbs, to be kept at the Village Hall and made available to Customers wishing to drop off florescent light bulbs for proper recycling. Each CFL Recycling Kit shall be designed to hold approximately 125 bulbs. The Contractor, at no cost to the Village, will supply the Village with (5) five battery recycling buckets (with 3 ½ gallon capacity each), for Customers wishing to drop off household-use dry cell batteries at the Village Hall for proper recycling. The Contractor will furnish monthly collection or as needed, transportation and disposal services of the CFL Recycling Kits, long florescent bulbs and battery recycling buckets from the Village Hall.

Transport and Disposal. All Recyclable Materials collected pursuant to this Section 4.3 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

Vacation Stop; Private Services

A Customer may request a temporary suspension of Residential Waste and Recyclable Materials, by giving notice to the Contractor, provided the suspension must be for at least 30 days and not exceed one hundred eighty (180) days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension.

In addition to the Residential Services provided by the Contractor on behalf of the Village under Sections 4.1 through 4.3 of this Agreement, the Contractor shall also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to: white goods; auto parts; large amounts of building materials (including lumber, structural steel, concrete, bricks and stones); heavy appliances; pianos; and such other bulky items that require more than one person to handle.

For services provided pursuant to this Section 4.4, the Contractor agrees to have available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor and shall provide the Private Services within one week of the cost estimate.

The Contractor shall prepare, and submit to the Village, a schedule of costs for all Private Services to be provided to Customers pursuant to this Section 4.4; provided, however, that any additional charge for the collection, transportation, and disposal of white goods containing Freon shall not be imposed in connection with any white goods collected during the annual Bulk Item clean-up program identified in Section 2.2 of this Agreement.

Any white goods collected in connection with the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow.

The Contractor, upon receipt of a notice from the Village, shall provide any single-family household in the Village a special emergency pick-up for garbage, refuse and miscellaneous waste materials, in circumstances requiring prompt disposition of the waste materials and were a delay in pick-up until the next regularly scheduled pick-up day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Village. This provision does not and is not intended to provide free waste hauling service to the Village and its residents in the event of a natural disaster, such as tornado, wind storm, flooding or other similar occurrence. The Contractor shall be paid on a per ton basis for emergency pick-up, as set forth in Exhibit A.

Vacant Properties

Disposal

- a) Residential Waste.
 - i) Residential Waste shall be removed from the Village at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Veolia/Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County,

Illinois, the Lee County Landfill in Lee County, IL, the Mallard Ridge Landfill in Walworth County, Wisconsin, and the Newton County Landfill in Newton County, Indiana.

- ii) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.
- b) Organic Material.
- i) All Organic Material shall be disposed of in a lawful manner, either: (A) at Illinois Environmental Protection Agency (IEPA) permitted landscape waste composting facilities, at which Organic Material is treated, composted, ground, or land-applied; or (B) via land application at legal agronomic rates.
 - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Organic Material at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Organic Material facility.
 - iii) No Organic Material may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Village.
- c) Recyclable Materials.
- i) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the “Designated Facility”), which is currently the Waste Management/Recycle America LLC Intermediate Processing Facility located in Grayslake, Illinois. Notwithstanding the foregoing, the Village reserves the right to designate an alternate Designated Facility.
 - iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Village may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the

Designated Facility used for the processing of collected Recyclable Materials.

- d) In the event that the Village directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section 4.6, the Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

Solid Waste Collection Data

The Contractor shall provide to the Village, on a quarterly basis, a report on the quantity of: (i) Residential Waste collected within the Village, (ii) Recyclable Materials and Electronic Scrap collected within the Village, and (iii) Organic Material collected within the Village. The Contractor shall also provide data to the Village on the amount of material collected for the Annual Bulk Item and Spring Clean-up Programs and any other special collections conducted in the Village pursuant to this Agreement, as requested by the Village.

The Contractor shall prepare and deliver to the Village, at least once every 12 calendar months, a breakdown, by number and type, of the residential service levels chosen by the customers in the Village.

The Contractor acknowledges and agrees that the Village will provide program data and other public information to each Customer upon request.

COMPENSATION

Residential Service

For providing the services described in this Agreement, the Contractor shall receive as compensation from each Customer the flat rates and volume rates set forth in Exhibit A attached to this Agreement, as adjusted pursuant to Section 5.1(b) of this Agreement. The Contractor shall not impose or assess any fuel surcharges or administrative fees or charge Customers any amounts in excess of the charges derived solely from the rates set forth in Exhibit A, other than for specially contracted Private Services.

On May 1, 2024 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Exhibit A shall increase by _____percent over the prior period's charges.

Change-In-Law / Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the State of Illinois, or any local government agency,

which fee is payable solely by the reason of the nature of the operations conducted by Contractor under this Agreement; provided, however, that prior to the implementation of such adjustment, Contractor must deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager.

The Contractor is responsible for determining if each Customer is receiving sufficient service in terms of frequency of collection and on-site containers. If the Contractor deems that the capacity of on-site storage at the site of a Customer is exceeded regularly, it shall recommend to the Village an increase in collection frequency or an upgrade of the container size.

In the event that a Customer is unable to utilize any of the containers identified in Exhibit A of this Agreement, the Contractor shall charge that Customer pro-rated rates for the provisions of the Residential Services, based upon the size and type of containers utilized by that Customer.

REVENUE COLLECTION

Billing of Accounts

Residential Services provided under this Agreement are provided by the Contractor on behalf of the Village. The Contractor shall bill each Customer separately, no less frequently than once every four (4) months. Each invoice shall be payable by the Customer within thirty days after the date of the invoice, but in no event earlier than the date that is halfway through the service period for which the invoice is submitted.

Private Service

The Contractor may, but is not required to, include as an item on each Customer'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 each Customer pursuant to this Section 6.2. Alternatively, the Contractor may bill each Customer separately for Private Service.

TITLE TO RESIDENTIAL MATERIALS

Title to Residential Materials

The Contractor shall retain title to all Residential Materials collected pursuant to this Agreement.

RECYCLABLE MATERIALS

Recyclable Materials Collection Service

Residential Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.

Disposition of Recyclable Materials. The Contractor shall retain all income (and fully bear all losses) resulting from the disposition of Recyclable Materials. Contractor acknowledges that the Solid Waste Agency of Lake County has in effect a rebate program whereby the Agency receives certain funds from the Designated Recycling Facility, and distributes a portion of these funds to its members, including the Village, and Contractor waives any claim to any portion of the funds collected by the Agency through this program.

Recyclable Materials Collection Data. The Contractor shall provide to the Village a quarterly report on the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain a weight breakdown, by tons, of the Recyclable Materials collected, and an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.

The Village shall have the right to add materials to the list of items included in the definition of Recyclable Materials as set forth in Article I of this Agreement, pending the availability of disposal or resale markets for the added materials.

The Contractor, as agent for the Village, 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 Village.

The Contractor shall sell all Recyclable Materials, other than landscape waste, that are collected 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 Village regarding the market changes of the affected Recyclable Material. The Village may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change.

The Contractor agrees to meet periodically with representatives from the Village to: (1) review the provision of residential recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of residential recycling and other sustainability initiatives within the Village.

CUSTOMER SERVICE STANDARDS

Service Options; Changes in Service; Brochure

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all existing Customers and new Customers, a brochure, approved by the Village, establishing regular service throughout the Agreement period and explaining the refuse, recycling and landscape waste programs covered under this Agreement. The brochure will include a method for residents to change their refuse, recycling and landscape waste services. The brochure shall be updated and distributed upon request during the term of this Agreement and any extensions and will be posted on the Village website.

Office and Telephone

The Contractor shall maintain an office and toll-free telephone, for receipt of service calls or complaints, and shall be available for such calls on all business days from 7:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum Customer service standards set forth in Section 9.3 of this Agreement.

Minimum Customer Service Standards

Complaints Generally. The Contractor shall cooperate with the Village in minimizing complaints from the Customers. A consistent pattern of failure to address complaints, or violations of Sections 9.3(a) through 9.3(h) of this Agreement, shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.

Initial Response. The Contractor shall give prompt and courteous attention to all Customer complaints that it may receive. The Contractor shall respond personally to every Customer from whom a complaint is received within twenty-four (24) hours or the next business day after receipt of such complaint; except that if the Contractor receives a complaint about a missed scheduled collection, then the Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then the Contractor shall cause such collection to be made within twenty-four (24) hours or the next business day after receipt of such complaint.

Where any dispute arises between a Customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor shall, and does hereby agrees in the specific instance to, remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor shall immediately report the controversy to the Village for settlement before additional

collection becomes necessary in order to avoid further disputes or disagreements between Customers and the Contractor.

Referral to Village. If the Contractor is unable to resolve a complaint in a manner satisfactory to both the Contractor and the Customer, then the Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Clerk, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and the Contractor's response to the complaint. The Village President or his or her designee shall arbitrate each such complaint, and the Village President's or his or her designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.

Answering Calls. During normal business hours and under normal operating conditions, a customer service representative employed by the Contractor shall answer the telephone access line. Ninety percent (90%) of the calls made to the customer service center shall be answered within ninety (90) seconds. The ninety (90) second maximum includes wait time or time spent 'holding' for a customer service representative.

Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.

Transferring Calls. During normal business hours, if after initially addressing a Customer's concern, the customer service representative determines that the call should be transferred to another representative of the Contractor, the Customer shall be connected with a customer service representative within ninety (90) seconds thereof.

Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).

Compliance Rate. During normal business hours, the minimum standards set forth in this Section 9.3 shall be met no less than ninety percent (90%) of the time, measured on a monthly basis. Reports shall be provided to the Village on a monthly basis providing a log of inquiries received and action taken to address each complaint and call. The Contractor shall also distribute to the Village a log providing data which tracks the customer service representatives' adherence to the standards set forth in Section 9.3(a) through 9.3(g) of this Agreement, as the Village may request in its discretion, on a monthly basis. If the records indicate a clear failure of the Contractor to comply with the minimum standards set forth in Sections 9.3(a) through 9.3(g) of this Agreement, then the Village reserves the right to require the Contractor to implement modifications to its customer service center to bring it into compliance with the requirements of this Section 9.3.

Liaison

The Contractor shall designate in writing the person to serve as agent for the Contractor and liaison between the Contractor and the Village.

Customer Service Survey

The Contractor will, in the first, third, and fifth calendar year of this Agreement, conduct a Customer service survey to assess the Contractor's service performance under this Agreement. The survey will be prepared and administered in a manner to be approved in advance by the Village.

BREACH; EVENTS OF DEFAULT AND REMEDIES

Breach by Contractor

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

Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;

Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Section 10.1(a) of this Agreement, 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 Village 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

Any of the following: (1) 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, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) 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, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) 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.

Breach by Village

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

The Village'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;

A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction;

A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Village under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;

Any action or answer by the Village approving of, consenting to or acquiescing in any bankruptcy, reorganization, insolvency, arrangement or similar proceeding; or

The levy of any distress, execution or attachment upon the property of the Village which shall (or which reasonably might be expected to) substantially interfere with the Village's performance hereunder.

Events of Default and Remedies of Village

If a Breach occurs under Section 10.1 of this Agreement, the Village may declare an Event of Default and may thereafter exercise any one or more of the following remedies:

- (i) The Village may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (v) below, upon such termination, the Contractor shall cease providing all services under this Agreement.
- (ii) The Village may seek and recover from the Contractor any unpaid amounts due the Village along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this 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 Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
- (iii) The Village 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 agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Village for the performance of the required services.

- (iv) The Village shall have the power to proceed with any right or remedy granted by federal or State law 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 Village shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
- (v) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the Village in its sole and absolute discretion, but not longer than six (6) months, continue to perform the contractual services during which period the businesses shall pay the Contractor its scheduled compensation.

No remedy by the terms of this Agreement conferred upon or reserved to the Village 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 Village. 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.

If the Contractor misses a collection under the Residential Service, the collection must be corrected within 24 hours of the reported missed collection, or a charge of \$10 per missed collection will be charged to the Contractor; provided, however, that the Contractor shall not be charged under this Section 10.3(c) for collections missed due to a labor dispute involving the Contractor's labor force if the missed collection is not rectified within seven (7) days after the missed collection. All charges levied against the Contractor under this Section 10.3(c) shall be remitted to the Village within 30 days after receipt of an invoice therefor.

This Section 10.3 shall survive the termination of this Agreement.

Events of Default and Remedies of Contractor

If a Breach occurs under Section 10.2 of Agreement, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the Village. In such event, the Contractor's sole remedy shall be to seek and recover from the Village 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.

This Section 10.4 shall survive termination of this Agreement.

INSURANCE AND INDEMNIFICATION

Insurance

The Contractor shall maintain for the duration of this Agreement, 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 Exhibit B. The Contractor shall provide the Village with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit B.

Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Village, 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 Village in consequence of entering into this Agreement or which may result from or arise out of any action or omission of the Contractor, its officers, employees, agents or subcontractors, including, without limitation, any action or omission related to the disposal of any Residential Materials in a landfill. The foregoing indemnification shall not be exclusive of any other indemnification provided by Contractor pursuant to this Agreement.

MISCELLANEOUS

Non-Assignability

The Contractor shall not assign this Agreement or any part thereof or subcontract this Agreement or the work hereunder, or any part thereof, in either case to any other person, firm, or corporation without the prior consent of the corporate authorities of the Village, who shall withhold or grant such approval at a regular meeting of the Board of Trustees. Nothing in this Agreement shall prevent the Contractor from performing its obligations hereunder through its subsidiaries or divisions but the performance by any such subsidiary or division shall not relieve the Contractor from its obligations or change the terms of Agreement.

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.

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

- (i) 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.
- (ii) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.
- (iii) 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.
- (iv) That the Contractor will send to each labor organization or representative thereof with which it is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Illinois Department of Human Rights and the Village, and will recruit employees from other sources when necessary to fulfill the Contractor's obligations thereunder.
- (v) That the Contractor shall submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the Village, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (vi) That the Contractor shall permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain

compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

- (vii) 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 Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor ineligible for contracts or subcontracts with the State or any of its political subdivisions or municipal corporations.

During the term of this Agreement, the Contractor shall comply in all respects with the Equal Employment Opportunity Act. The Contractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, 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 Agreement.

Prevailing Wages

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

The Contractor shall comply with all applicable provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. In addition, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years after the date of termination of this Agreement.

If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Village, the revised rate, as provided by the Village to the Contractor, shall apply to this Agreement.

Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in a form acceptable to the Village, to be executed by a responsible surety company and to be in the penal sum of Twenty-Five Thousand Dollars (\$25,000). Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement, and shall indemnify the Village against any loss resulting from any failure of performance by the Contractor.

The bond shall be posted on or before the Commencement Date, and each successive bond shall be posted not later than May 1 of each successive calendar year. In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village, in the amount of Twenty-Five Thousand Dollars (\$25,000) drawn on a national or state chartered bank acceptable to the Village and in such form and with such provisions as are acceptable to the Village, in the Village's sole discretion.

Equipment to be Used by Contractor

The Contractor agrees to collect all materials described in Article V of this Agreement 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 and determined to be unsafe, or in an overall poor condition by the Village shall be replaced at the request of the Village. Notwithstanding the foregoing requirement for single axle trucks, equipment used for Private Service described in Section 4.4 of this Agreement may be open-body trucks, dump trucks and similar type equipment when necessary. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.

Containers used in connection with the provision of Residential Services by the Contractor pursuant to this Agreement shall be operable, safe and free of graffiti. Contractor shall replace any container in disrepair of this sort within three (3) days of notification by the Village. Containers with plastic lids that are ill-fitted or warping shall be replaced within three (3) days of notification by the Village, in order to maintain a tight-fitting seal to prevent access by 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.

All equipment used by Contractor for the provision of Residential Services and Private Services pursuant to this Agreement shall be properly licensed by the State and shall conform to all federal and State equipment safety standards.

Compliance with Laws

The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement. Specifically, but without limitation of the foregoing, the Contractor shall comply with any amended Village ordinances or regulations imposed in the discretion of the Village to protect the public health, safety, and welfare.

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.

Care and Performance

The Contractor shall undertake to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the Village, 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.

The Contractor shall be liable to the Village for damage to Village rights-of-way caused in connection with the provision of the Residential Services or Private Services, ordinary wear and tear excepted.

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 employees while on duty or in the course of performing their duties under this Agreement.

Governing Law

This Agreement and the rights of the Village and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws, rules, of the State of Illinois.

Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Entire Agreement

This Agreement sets forth the entire agreement of the Village and the Contractor with respect to the provision of the Residential Services and compensation therefor, and there are no other understandings or agreements, oral or written, between the Village and the Contractor with respect to the Residential Services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Bannockburn
2275 Telegraph Road
Bannockburn, IL 60015
Attention: Village Manager

With a copy to:

Address: One Rotary Center
1560 Sherman Avenue, Suite 510
Evanston, IL 60201
Attention: Filippini Law Firm, LLP

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Contractor Name: _____
Address: _____
Attention: _____

Publicity

The Village’s name or insignia, photographs of the Village, or any other publicity pertaining to the provision of the Residential Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the Village.

[SIGNATURES ON FOLLOWING PAGE]

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.

VILLAGE OF BANNOCKBURN

By: _____

By: _____

Village President

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Village Clerk

Its: _____

EXHIBIT A

SHALL BE INSERTED

EXHIBIT B

INSURANCE PROVISIONS

Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1:

<u>Type of Insurance</u>	<u>Required Minimum Coverage</u>
1. Workers' Compensation	Statutory \$1,000,000 per accident
2. Employers' Liability	\$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for: premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards, products and completed operations (including broad form property damage), personal injury liability, and owner's protective liability.	\$1,000,000 per person per occurrence for bodily injury \$1,000,000 per occurrence for bodily injury \$1,000,000 per occurrence for property damage.
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 combined single limit each accident
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Exhibit B 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 Village 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 "A VIII" 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 Village certificates of insurance (and other evidence of insurance requested by the Village) 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 Village by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insured's set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit B shall be endorsed to include the Village, the directors, officers, employees, agents and members of the Village, SWALCO and the directors, officers, employees, agents and members of SWALCO as additional named insured's 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.

EXHIBIT C

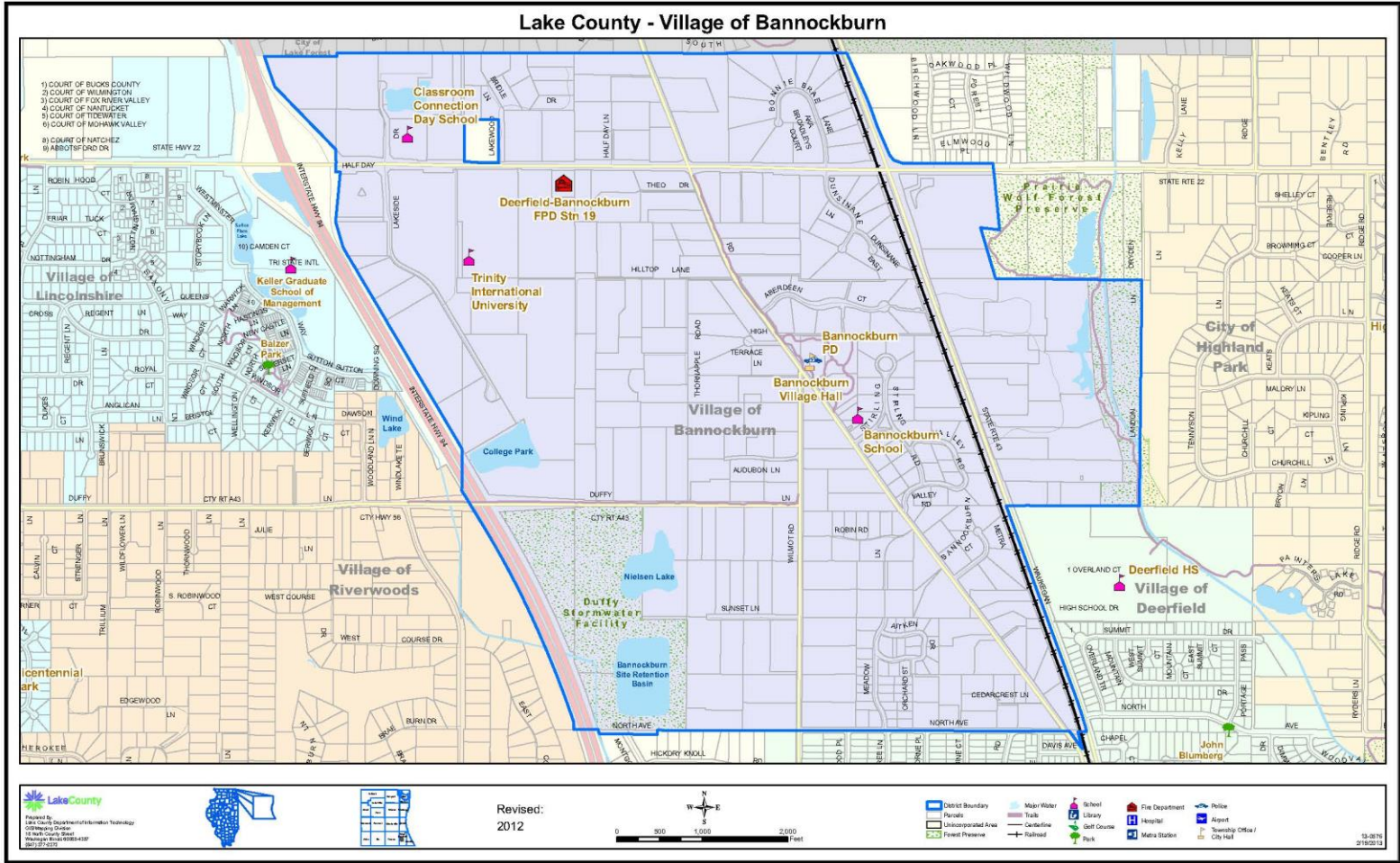
MUNICIPAL COLLECTION SITES

Size and number of Village Containers to be furnished regularly (not including Special Events):

<u>Site</u>	<u>Refuse</u>	<u>Recycle</u>	<u>Frequency</u>
SITE NO 1	2275 Telegraph Road		
	(1) 2 CUBIC YARD	(1) 2 CUBIC YARD	1 day/week
SITE NO 2	2275 Telegraph Road		
	(1) 2 CUBIC YARD	(1) 2 CUBIC YARD	1 day/week

APPENDIX C-1

MAP OF THE VILLAGE OF BANNOCKBURN'S CORPORATE BOUNDARIES



APPENDIX D-1

FORM OF PERFORMANCE BOND FOR THE VILLAGE OF BANNOCKBURN

KNOW ALL MEN BY THESE PRESENTS: that

[insert full name and address of proposer here:] _____

as Principal (hereinafter called the “Contractor”),

and [insert full name and address of surety here:] _____

(hereinafter called the “Surety”),

as Surety, a corporation organized and existing under the laws of the State of _____

_____ hereinafter called Surety, are held and firmly bound unto the Village of Bannockburn, IL as Obligee, hereinafter called the Village, in the full and just sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)**, for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the CONTRACTOR's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2024, with the Village entitled “COMMERCIAL SOLID WASTE COLLECTION SERVICES AGREEMENT” (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

manner and in full accordance and compliance with, and as required by, the Contract; all of which is herein referred to as the "Work," then this obligation shall be null and void; otherwise it shall remain in full force and effect.

For purpose of this bond, a claimant is defined as one having a direct contract with CONTRACTOR or with a subcontractor of Contractor to provide, perform, or complete any part of the Work.

CONTRACTOR and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that Village shall not be liable for the payment of any costs or expenses of any such suit. To the extent applicable, the provisions of 30 ILCS 550/1 and 30 ILCS 550/2 shall be deemed inserted herein, including the time limits within which notices of claim must be filed and actions brought under this bond.

CONTRACTOR and Surety hereby jointly agree that Village may sue on this bond if Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this bond shall create any duty on the part of Village to pay any claimant.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2024.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____