



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

April 20, 2015

PUBLIC NOTICE

Request for Proposal (RFP)

BY THE
VILLAGE OF ANTIOCH
FOR
SOLID WASTE COLLECTION SERVICES

NOTICE IS HEREBY GIVEN that the Village of Antioch will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of residential waste, recyclable materials and landscape waste at all single family dwellings and the collection of refuse and recyclable materials from designated municipal collection sites.

Proposals will be accepted until **5:00 p.m., on May 7, 2015** at the Village Hall, Village of Antioch, 874 Main Street, Antioch, IL 60002.

Copies of the RFP will be available for pick-up beginning at **8:30 a.m., April 20, 2015** at the Village Hall, Village of Antioch, 874 Main Street, Antioch, IL 60002. Upon request, the RFP will be provided in electronic format.

A Pre-Proposal meeting will be held at **10:00 a.m., April 27, 2015** at the Village Hall, Village of Antioch, 874 Main Street, Antioch, IL 60002.

Questions regarding the RFP must be submitted in writing and sent to Village Clerk, Lori Folbrick, at the Village of Antioch, 874 Main Street, Antioch, IL 60002 or can be sent via email to lfolbrick@antioch.il.gov.

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

Lori K. Folbrick
Village Clerk
Village of Antioch
874 Main Street
Antioch, IL 60002

The Village Board of Trustees reserves 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 Antioch.

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ARTICLE I

INTRODUCTION

The Village of Antioch (the “Village”) hereby invites firms to submit proposals (“Proposals”) in accordance with the requirements of this Request for Proposal (“RFP”).

The Village is seeking proposals by a single waste hauler (the “Contractor” or “Proposer”). Upon completion of the RFP process, it is the goal of the Village to award a five (5) year contract (with the possibility of extension) to one Contractor for collection, transportation, and disposal of Residential Waste, Recyclable Materials and Landscape Waste from all residential family dwellings in the Village and the Municipal Collection Sites, such as the Village Hall and Public Works Facility. The anticipated start date of the contract is June 1, 2015. No collection services for commercial properties are covered by this RFP. The purpose of this RFP is to receive proposals from qualified entities to provide solid waste collection services that meet the intent and objectives of the Village as further stated herein. Certain capitalized terms not otherwise defined in the body of this RFP are defined in Article II.

Proposals shall be submitted no later than 5:00 p.m. on **May 7, 2015**. Proposals will be publicly opened immediately thereafter. The Village intends to complete the evaluation and selection process by **May 18, 2015**. The evaluation and selection process is described in more detail in later sections of this RFP.

The Village is requesting proposals under which the Contractor will commence performing services within thirty (30) days after the award of the Agreement. See Article VI of this RFP for details on whom to contact at the Village for inquiries and submission of Proposals.

The Village has a population of 14,430 persons and an estimated 4,500 dwelling units (including single-family residences, townhomes, duplexes and multifamily units with up to 4 units) based on the 2010 Census will be included in the residential hauling franchise.

The Village desires to obtain cost proposals in the form of **Appendix A** hereto (“Cost Proposal”), proposing monthly fees for various levels of service which are described in this RFP and in greater detail in the draft agreement entitled “RESIDENTIAL SOLID WASTE & RECYCLING SERVICES AGREEMENT” attached hereto as **Appendix B** (the “Draft Agreement”). Under this Draft Agreement, the Village would designate a single waste hauler as the exclusive entity in the Village to provide the services described therein. The Village desires to obtain monthly fees for its residents (for a given level of service) with no fuel surcharges, administrative fees or other costs included in the bi-monthly fee. The services for which the Village seeks cost proposals generally are:

- (1) Once-per-week limited service for collection, transportation and disposal of Residential Waste. Limited service means the collection of Residential Waste from a large (64 gallon) two-wheeled cart.
- (2) Once-per-week unlimited service for collection, transportation and disposal of Residential Waste. Limited service means the collection of Residential Waste from a large (96 gallon) two-wheeled cart.
- (3) At the same time as collection of Residential Waste, the Proposer shall collect Bulk Items. One bulk item per week, not including white goods. This includes an Annual Unlimited Bulk Item Collection on a date mutually determined by the Contractor and Village.

(4) Once-per-week street-side, unlimited collection, transportation and management of Recyclable Materials at a Designated Facility. The Contractor will furnish each Customer at no separate charge a 64-gallon wheeled cart (Medium Wheeled Cart) for Recyclable Materials. One time upgrade option beginning in year one (1) to a 96 gallon at no charge during the month of September for the remaining term of the contract.

(5) Once-per-week street-side collection, transportation and disposal of Landscape Waste for metal or plastic containers or biodegradable paper “kraft”-type bags, each container or bag not to exceed a capacity of 33 gallons. Landscape Waste includes annual Christmas Tree collection and leaf removal. Landscape waste runs April 1-November 30; Leaf Vacuum service November 1-30 and Christmas Tree Collection between January 2 and 26.

(6) Public area collection: furnish containers for the deposit of Residential Waste and Recyclable Materials at each Municipal Collection Site; and collect, transport, and dispose of such Residential Waste and Recyclable Materials, at dates and times and subject to such additional conditions as agreed upon with the Village, including Village special events (list attached as **Appendix “F”**)

(7) Vacation Stop under which Customers may request a temporary suspension of the collection of Residential Waste and Recyclable Materials, provided the suspension must be for at least 30 days and not exceed 120 days. Residents must provide written notice no later than 30 days prior to the start of vacation stop.

(8) Private Services to be provided upon Customers’ request at the rates set forth in the Cost Proposal.

(9) The Contractor shall bill Customers for services provided to Customers under this RFP. Customer Service to be handled by provider.

(10) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in **Appendix A**, and may change service options once per year at no additional cost. Additional elections to change service options shall be billed as set forth in the Cost Proposal.

ALTERNATE PROPOSALS.

(11) The Contractor shall provide an ALTERNATE cost proposal in which the monthly fees and other rates set forth in the Contractor’s Cost Proposal include the Contractor providing a senior discount of 20% to collection services for Residential Waste and Recyclable Materials for households in which the head of the household is age 65 or older. Under this proposal, the Village would process applications for the senior citizen discount, and will inform the selected Proposer when households are to begin receiving the senior citizen discount. Discounts are to begin at the start of the first billing period following the acceptance of the senior citizen’s application for the discount.

The Village seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed. Proposers should consult the attached Draft Agreement prior to submitting their proposal. If the Proposer requires revision to the Draft Agreement, written revisions

must be included with the proposal submission. The Draft Agreement is not in final form and the final Agreement will be negotiated with the selected Proposer.

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 RFP.

At the conclusion of this evaluation process and following negotiations with one or more of the Proposers, the Village anticipates that it will select one Proposer to provide the services for the Village. 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 Defined Terms and Interpretation. Whenever used in this RFP, 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.

"Agreement" means the Residential Solid Waste & Recycling Services Agreement as finally executed by the Contractor and the Village upon the selection of the successful Proposer pursuant to this RFP.

"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.

"Customer" means the owner or occupant of a single family dwelling & multi-family dwellings of 4 or less units to whom the Contractor furnishes services pursuant to the Agreement.

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

"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 Collection Sites" means those public areas owned or maintained by the Village from which the Contractor is required to collect refuse and waste as identified in Exhibit C to the Draft Agreement.

"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.

"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, and any other material or materials which the Village may identify as a "Recyclable Material" subsequent to the execution of the 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 Antioch, Illinois.

"Village Container" means a front loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site, ranging in size between approximately two (2) cubic yards and four (4) cubic yards.

"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 64 gallons. A Small Wheeled Cart shall have a capacity of approximately 35 gallons.

In construing this RFP, 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. Any capitalized terms used but not defined in this RFP shall have the meanings given such terms in the Draft Agreement.

Section 2.2 Scope of Services

The Village is seeking proposals which include the services set forth below.

(A) RESIDENTIAL WASTE COLLECTION

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 one (1) Medium Wheeled Cart. For Limited Service, the Customer shall pay Contractor a flat monthly rate. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum number or capacity of containers.

- (ii) Once-per-week subscription service (“Unlimited Service”) which provides for collection by the Contractor of Residential Waste from an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate.

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 Limited 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 6:00 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) Transport and Disposal. All Residential Waste collected shall be transported and disposed of in accordance with Section 4.6 of the Draft Agreement.

d) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Appendix A. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. All Wheeled Carts furnished by the Contractor shall be owned and maintained by the Contractor.

e) 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.

f) 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.

g) Municipal Special Events. The Contractor shall, without cost to the Village, at Municipal Special Event Sites: (i) furnish containers for the deposit of Residential Waste at each event site; and (ii) collect, transport and dispose of such Residential Waste, at dates and times mutually agreeable to the Village and the Contractor; and (iii) Furnish Port-A-Potties at event sites when necessary.

(B) LANDSCAPE WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Landscape Waste from April 1 through October 31 of each year, in accordance with the following:

a) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:

- (i) Placed in biodegradable paper “kraft”-type bags of a capacity not to exceed 33 gallons;
- (ii) Placed in metal or plastic cans of a capacity not to exceed 33 gallons; or

- (iii) If the Landscape Waste 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.

b) Christmas Trees. For all residential Customers, 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.

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

d) Time of Collection. Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste 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 October 31 of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.

e) Leaf Vacuuming. From November 1 to November 30 residents will be provided with leaf removal service.

(C) RECYCLABLE MATERIALS

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

a) Location of Collection from Customers. Each Customer shall place Recyclable Materials designated for collection at street-side in front of the Customer's property.

b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials 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, a Medium or Large Wheeled Cart. The Contractor shall have no obligation to collect any Recyclable Materials from Customers unless the Customer has placed Recyclable Materials at Street-side in a Medium Wheeled Cart or an approved container. The Contractor shall provide a Medium Wheeled Cart to any Customer that has not specifically selected a type of cart. Once a year beginning in 2015 and during the entire month of September, the resident will be allowed to upgrade the container from a Medium Wheeled Cart to a Large Wheeled Cart one time during the term of the contract.

d) Municipal Site 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.

e) Municipal Events. Per attached schedule (Appendix "F")

(D) VACATION STOP

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 twenty (120) days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension. Residents must provide written notice no later than 30 days prior to the start of vacation stop.

(E) PRIVATE SERVICES

a) In addition to the Residential Services provided by the Contractor on behalf of the Village, 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.

b) For Private Services, 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 providing the cost estimate to the Customer.

c) The Contractor shall prepare, and submit to the Village, a schedule of costs for all Private Services to be provided to Customers; 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 Collection.

d) Any white goods (as defined by section 22.28 of the Illinois Environmental Protection Act) 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.

e) The Contractor, if requested by the Village, shall provide a special emergency collection from a single family residence, in circumstances requiring prompt disposition of Residential Waste and where a delay in pick-up until the next regularly scheduled Residential Waste collection 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, at rates agreed upon with the Village.

(F) ANNUAL UNLIMITED BULK ITEM COLLECTION

Also included under the Agreement, the Contractor, during May or June of each calendar year, on specific dates to be mutually determined by the Contractor and the Village, shall furnish unlimited Street-side collection from each Customer, and disposal, of Residential Waste and Bulk Items (including, without limitation, white goods). There shall be no additional expense to the Village for this service, rather it is to be included in Customer prices as set forth in Appendix A.

(G) VILLAGE SPECIAL EVENTS

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:

See Appendix “F” for a list of municipal locations and events

(H) 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 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, 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) Landscape Waste.

- i) All Landscape Waste shall be disposed of in a lawful manner, either: (A) at properly permitted landscape waste composting facilities, at which Landscape Waste is treated, composted, ground, or land-applied; or (B) via land application at legal agronomic rates.
- ii) Not less than 30 days prior to the date on which the Contractor commences disposal of Landscape Waste 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 Landscape Waste facility.
- iii) No Landscape Waste 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. The Village reserves the right to designate one or more licensed composting facilities to purchase or accept Landscape Waste if doing so will provide a financial benefit to the Village.

c) Recyclable Materials.

- i) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner 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, the Village and the Contractor will negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.

(I) EQUIPMENT

The Contractor agrees to collect Residential Waste and Recyclable Materials in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The Village may give special consideration to proposals that include equipment with sustainable features.

ARTICLE III
INSTRUCTION TO PROPOSERS

Section 3.1 **Introduction.**

The Village desires to select the successful Proposer who, in the Village's opinion, will best be able to provide the Services described in Article II of this RFP.

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

The Village will select one (1) Proposer to provide all Services described in this RFP.

Section 3.2 **Pre-Proposal Conference.**

The Village will conduct a pre-proposal conference on **April 27, 2015, at 10:00 a.m.**, at the Village Hall, Village of Antioch, 874 Main Street, Antioch, IL 60002, to explain all of the documents included with this RFP. Nothing stated at the pre-proposal conference shall change any such document

unless an Addendum is issued therefore pursuant to Section 3.3 of this RFP. Proposers are encouraged to submit any questions in writing to the Village sufficiently in advance of the scheduled pre-proposal conference to ensure that all questions can be responded to at the pre-proposal conference. Attendance at the pre-proposal conference is not mandatory but strongly encouraged.

Section 3.3 Addenda and Interpretation.

3.3.1 Addenda. No interpretation of the RFP or Contract Documents will be made except by a written Addendum duly issued by the Village. No interpretation not contained in an Addendum shall be valid or have any force or affect whatever. All Addenda issued prior to the opening of Proposals shall become a part of the Proposal or Contract Documents, as the case may be.

3.3.2 Informal Responses. The Village will not give oral answers to any inquiries regarding the meaning of the RFP or Contract Documents or oral instructions prior to the award of the Contract. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information does not entitle such Proposer to assert any claim or demand against the Village or its respective officers, employees, agents, or attorneys on account thereof.

3.3.3 Inquiries. All Addenda issued prior to the opening of Proposals shall become a part of this RFP or the Agreement, as the case may be. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda. The Village shall use its 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. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

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 RFP.

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

Section 3.5 Modification and Withdrawal Prior to Opening.

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.

Village staff and consultants and any persons selected by the Village, will review Proposals in accordance with the Evaluation Criteria. The Village will evaluate the Proposals and report to the Village Board. As part of its review, the Village may request that one more of the Proposers answer written questions or attend interviews to be conducted by the Village.

It is expected that the Village 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 prefers 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; or with all Proposers. Upon completion of negotiations, if any, the Village may, at its 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. The Village Board 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 three or five day period.

The Village intends to complete the evaluation and selection process by May 18, 2015, however, the Village reserves 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’s evaluation and selection process.**

Section 3.7 Rejection of Proposals; Waiver of Irregularities.

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

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

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

Section 3.8 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 Agreement irrespective of the identity of the successful Proposer with whom the Village enters into the Agreement.

Section 3.9 Costs.

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

Section 3.10 Proposal Security.

Each Proposer must submit proposal security, as set forth in the Submittal Requirements, as a guarantee that if selected it will enter into the Contract with the Village in substantial conformity with this Proposal. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has entered into the required contractual agreements with the Village.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bond or Letter of Credit, as described in the Submittal Requirements, to guarantee that it will perform the services described in this RFP.

Section 3.11 Compliance with Laws.

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

Section 3.12 Insurance.

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

Section 3.13 Taxes.

The Village is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the selected Proposer, if necessary. The Village will not reimburse, nor assist the selected Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid. The selected Contractor shall be required to reimburse the Village for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

Section 3.14 Permits.

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

Section 3.15 Notice of Award.

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

Section 3.16 Execution of Agreement.

3.16.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor shall satisfactorily complete all "Conditions Precedent to Closing" (as described herein) before, and the Agreement and all related documents shall be executed, submitted and exchanged by the Village and the successful Contractor ("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").

3.16.2 Conditions Precedent to Closing. On or before the Closing Date, the Successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the Village all five copies of the Agreement and all other required documentation related thereto on or before the Closing Date; and (2) submit five executed copies of the required Performance Security dated as of the Closing Date and all required certificates and policies of insurance ("Conditions Precedent to Closing"). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.16 of this RFP. If the submitted documents fail to comply with this RFP or the Agreement is not executed and submitted in a timely fashion, the Village may, in its sole discretion, annul the award or allow the successful Contractor an opportunity to correct the deficiencies. In no event will the Village execute the Agreement until any and all such deficiencies have been cured or the Village has received adequate assurances, as determined by the Village, of complete and prompt performance.

3.16.3 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 the Village to be in compliance with this RFP and the Agreement, or assurances of complete and prompt performance satisfactory to the Village have been received, the Village shall execute all copies of the Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or Bank. The successful Contractor or its agent shall be present at the Closing.

Section 3.17 Failure to Close.

3.17.1 Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Contractor 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 5.2.16 of this RFP.

3.17.2 Subsequent Awards. Upon annulment of an award, the Village may accept, and award a new Agreement based on any other Proposal as the Village, in its sole judgment, deems to be the best. Alternatively, the Village may also invite new Proposals or may abandon the bidding process or the services.

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction.

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

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 RFP.

1. Verification that the Proposer can provide the services described in this RFP for five years.
2. Compliance with all applicable local, state and federal laws.
3. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with 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. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.
6. Environmental Stewardship
7. References.

Section 4.5 Reasonableness of Cost Proposals.

Section 4.6 Quality and Reasonableness of Any Alternate Proposal.

Section 4.7 Quality and Reasonableness of Comments on Draft Agreement.

The Draft Agreement in **Appendix B** is a draft, and the Agreement (the final form of the contract) will be negotiated with the selected Proposer.

ARTICLE V

SUBMITTAL REQUIREMENTS

Section 5.1 Format.

A total of four copies of the Proposal shall be submitted, consisting of two (2) bound printed copies (each such Proposal to be bound in a single volume), one (1) 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 on a CD-ROM or thumb drive in a PDF format or compatible with "Microsoft Word 2013" and all spreadsheets and related information shall be compatible with "Microsoft Excel 2013". 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 "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 reserves 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 is 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 determines 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. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission and such pertinent information as would enable the Village to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

5.2.1 Cover Letter. Proposals shall be accompanied by a cover letter identifying the complete name of the entity submitting the Proposal, the contact information of the individuals who would meet with the Village if requested; and the signature and title of the individual duly authorized to submit the Proposal.

5.2.2 Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.

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 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 5 years 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. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should

demonstrate that the proposed manpower level on which it has based its Cost Proposal 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 RFP.

5.2.6 Qualifications of Personnel. This section should specify 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 Proposal. The Contractor's Cost Proposal shall be submitted by completing all blanks in **Appendix A**, including the Sworn Statement attached thereto. Each Proposal must include the cost information for all of the alternatives set forth in **Appendix A**.

5.2.8 Comments on Draft Agreement. The form of the Draft Agreement is attached hereto in **Appendix B**. Each Proposer should submit any written comments on the Draft Agreement with their proposal submission. The Village will review all comments received and, if it deems necessary, request Proposers to attend a meeting to discuss these comments.

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 RFP. In particular, the Village encourages 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 required herein 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 Proposal. In addition:

- Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Village.
- All Submittal Requirements outlined in this Article V must be strictly adhered to.

5.2.10 Alternative Fuels; Environmental and Sustainable Practices. Each Contractor should specifically describe its plan for using, or transitioning to the use of, refuse, recycling and landscape waste collection trucks in the Village that utilize alternative fuels and any other environmental or sustainable practices that are planned to be utilized in the course of providing the services under the Agreement to the Village.

5.2.11 References. Submit at least three (3) governmental or large commercial references, which are located in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract 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 and written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.13 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.

5.2.14 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set forth in **Appendix E**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Village, certifying that said insurer has read the requirements set forth in **Appendix E** and will furnish endorsements or the required certificates of insurance upon award of the contract.

5.2.15 Proposal Security. To secure its Proposal as required in the submittal requirements, each Proposer must provide proposal security in the form of a certified check, cashier's check or bank draft drawn on a national bank in an amount equal to twenty-five thousand dollars (\$25,000), as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the Agreement at rates no greater than those stated in its Cost Proposals. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has been selected and has executed the required written agreements with the Village. The proposal security of the successful Proposer will be returned upon execution of the Agreement and submittal of the performance bond required by the Agreement.

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

5.2.16 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 of facsimile), substantially in the form set forth as **Appendix D**, or in the amount of Five Hundred Thousand Dollars (\$500,000) as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the Agreement. 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 Contractor shall fail to fulfill the Agreement, 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 the Village, in the amount of Five Hundred Thousand Dollars (\$500,000) 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.

REMEDIES FOR FAILURE TO COMPLY. The selected Contractor will be responsible for all errors in its Proposal resulting from their failure or neglect to comply with the terms of this RFP. The selected Contractor will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Contractor failed or neglected to inform itself prior to submitting its Proposal, and the successful Contractor 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 PROPOSALS**

Inquiries Concerning this RFP should be submitted in writing (or by email) to:

Lori K. Folbrick
Village Clerk
Village of Antioch
874 Main Street
Antioch, IL 60002
lfolbrick@antioch.il.gov

Proposals should be submitted by 5:00 p.m. May 7, 2015

Lori K. Folbrick
Village Clerk
Village of Antioch
874 Main Street
Antioch, IL 60002

Proposals sent by fax or email transmission will not be accepted.

**APPENDIX A
VILLAGE OF ANTIOCH**

SOLID WASTE COLLECTION SERVICES RFP

**COST PROPOSAL and
CONTRACTOR'S SWORN STATEMENT**

Full Name of CONTRACTOR _____ ("CONTRACTOR")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

TO: Lori K. Folbrick,
Village Clerk
Village of Antioch
874 Main St.
Antioch, IL 60002

CONTRACTOR warrants and represents that CONTRACTOR 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, CONTRACTOR proposes and agrees that CONTRACTOR 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, 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 CONTRACTOR under the Contract; (f) do all other things required of the successful CONTRACTOR or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors

and suppliers, the compensation set forth in the following “Schedule of Prices” unless otherwise provided in the RFP:

A. RESIDENTIAL WASTE AND RECYCLING PROGRAM

- 1) LIMITED SERVICE (65 Gallon Cart)
Street-side collection \$ _____
Per household per month
- 2) UNLIMITED SERVICE (95 Gallon or greater Cart)
Street-side collection \$ _____
Per household per month
- 3) Cost of Private Services.

\$ _____
Per cubic yard

B. LANDSCAPE WASTE COLLECTION PROGRAM (included in above rates)

C. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium (64 Gallon) Wheeled Cart \$ _____

Large (96 Gallon) Wheeled Cart \$ _____

D. EMERGENCY SERVICES

- 1) Rate for Equipment and Personnel if requested by the Village

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard

E. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning July 1, 2015 and on July 1st thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be increased or decreased as follows:

Annual Adjustment: On July 1, 2015 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Exhibit A shall increase by two (2%) percent over the prior period's charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Exhibit shall increase by the percentage increase in the CPI, up to a three (3%) percent increase in the CPI, and any percentage increase in the CPI over three (3%) percent shall be disregarded. That is, the charges identified in Exhibit A shall increase by a minimum of two (2%) and a maximum of three (3%) percent on each Adjustment Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from December preceding the Adjustment Date ("Most Recent CPI") to the CPI reported by the U.S. Department of Labor for December in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

The **CONTRACTOR** shall notify the Village in writing at least thirty (30) 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. CONTRACTOR's Representations and Warranties

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

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

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

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

D. CONTRACTOR has examined the RFP, including all of its Attachments, and will, if this CONTRACTOR'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 Contractor.

E. CONTRACTOR 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 CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. A certified check, cashier's check or bank draft in the amount of \$25,000 has been attached to this CONTRACTOR's Proposal.

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

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

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

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

DATED this _____ day of _____, 2015.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

CONTRACTOR'S SWORN STATEMENT

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

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

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

1. Sworn Acknowledgment

(Complete Applicable Section)

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

Pursuant to a Resolution of the corporation's Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the _____ of the corporation, is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

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

The stockholders of the corporation (other than a publicly owned corporation) who own 10% percent or more of its stock of any class are as follows:

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

B. *For Partnerships.* CONTRACTOR is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership, and all limited partners holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>

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

C. *For Limited Liability Companies.* CONTRACTOR is a limited liability company that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Operating Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The manager(s), and all members of the company holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>

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

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

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

E. *For Joint Ventures:* CONTRACTOR is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____. The signatories to the aforesaid Joint Venture Agreement are as follows:

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

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

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

2. **Nature of Business**

State the nature of CONTRACTOR's business:

3. Years in Business

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

4. Predecessor Organizations

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

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

5. Related Experience

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

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

6. Suggested Procedures for Termination/Reinstatement of Service

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

7. **Superintendents**

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

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YRS. IN CURRENT OCCUPATION</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

8. **Owned Equipment**

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

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

9. **Current Projects**

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

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

10. Contracts Abandoned

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

11. Contract Defaults

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

12. Litigation

CONTRACTOR is, or within the past 5 years has been, a party to the following litigation and none other:

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

13. Supervisory Oversight

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

DATED this _____ day of _____, 2015.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 20134.

My Commission Expires: _____

[SEAL]

Notary Public

APPENDIX B
VILLAGE OF ANTIOCH
SOLID WASTE COLLECTION SERVICES RFP
DRAFT AGREEMENT
[See Appendix B – separate attachment]

RESIDENTIAL SOLID WASTE & RECYCLING SERVICES AGREEMENT

BETWEEN

VILLAGE OF ANTIOCH

AND

DATED: _____

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This SOLID WASTE & RECYCLING SERVICES AGREEMENT ("Agreement") is made and entered into _____, 2015 by and between _____, (the "Contractor") and the Village of Antioch, 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) 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 enter into this 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 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, is 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:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

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

- a) "Agency" means the Solid Waste Agency of Lake County, known as SWALCO.
- b) "Breach" means a breach of this Agreement by either the Village or the Contractor, in a manner described in Article IX of this Agreement.
- c) "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.
- d) "Contractor" means _____, and its successors and assignees.
- e) "Customer" means the owner or occupant of a single family dwelling & multi-family dwellings of 4 units or less units to whom the Contractor furnishes services pursuant to the Agreement.

- f) "Designated Recycling Facility" means a materials recovery facility designated by the Village as a facility to which Recyclable Materials are transported for processing.
- g) "Event of Default" means a declaration of default by either the Village or the Contractor, as described in greater detail in Article IX of this Agreement.
- h) "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.
- i) "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.
- j) "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.
- k) "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, 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.
- l) "Residential Materials" means Residential Waste, Recyclable Materials, Landscape Waste, and any other similar materials.
- m) "Residential Service" has the meaning set forth in Section 2.1 of this Agreement.
- n) "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.
- o) "State" means the State of Illinois.
- p) "Street-side" means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.
- q) "Village" means the Village of Antioch, Illinois.
- r) "Village Container" means a front loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site, ranging in size between approximately 2 cubic yards and 4 cubic yards.
- s) "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 64 gallons. A Small Wheeled Cart shall have a capacity of approximately 35 gallons.

- t) “White goods” means the items so defined by section 22.28 of the Illinois Environmental Protection Act.

Section 1.2 Rules of Construction

- a) 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.
- b) 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.
- c) 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.
- d) No Franchise intended. It is the understanding and intention of the parties that this agreement shall constitute a contract for the services provided for herein; that it is not a franchise, nor shall it be decreed or construed as such. Should the words “Franchise” or “Franchisee” be used anywhere in this contract, or the in the RFP which preceded this Contract, it is the intention of the Parties hereto that the words “Franchise” or “Franchisee” shall be construed to respectively to mean “License” or “Licensee” and the context within which such words appear shall be construed accordingly.

ARTICLE II SCOPE OF SERVICES

Section 2.1 General Services

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

- a) Residential Waste. Collection and transportation and disposal of Residential Waste as more particularly described in Section 4.1 of this Agreement.
- b) Landscape Waste. Collection, transportation and disposal of Landscape Waste as more particularly described Section 4.2 of this Agreement.
- c) Recyclable Materials. Collection, transportation and disposal of Recyclable Materials as more particularly described in Section 4.3 of this Agreement.
- d) 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 refuse, at the cost of the Contractor.
- (ii) For each Customer, the Contractor shall provide a Medium Wheeled Cart for Recyclable Materials, at the cost of the Contractor or a Large Wheeled Cart at the Customer request.

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 Licensee of the Village to provide the Residential Services.

e) 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 Exhibit C.

Section 2.2 Annual Bulk Item Collection Program

Also included under the Agreement, the Contractor, during May or June of each calendar year, on specific dates to be mutually determined by the Contractor and the Village, shall furnish unlimited Street-side collection from each Customer, and disposal, of Residential Waste and Bulk Items (including, without limitation, white goods). There shall be no additional expense to the Village for this service, rather it is to be included in Customer prices as set forth in **Appendix A**.

Section 2.3 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:

See Exhibit C

Section 2.4 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.

Section 2.5 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.

Section 2.6 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 and distributed every year during the term of this Agreement and any extensions. (Many towns go with brochures every other year, this is your call, but be sure to hold them to whatever you decide.)

ARTICLE III TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on July 1, 2015 ("Commencement Date"), and end on June 30, 2020. Upon the mutual written consent of both parties, this Agreement can be extended for one-year periods for up to five (5) additional calendar years.

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.

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 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 one Medium Wheeled Cart and for which the Customer shall pay to the Contractor a flat rate in accordance with Article V of this Agreement. . For Limited Service, the Customer shall pay Contractor a flat monthly rate. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum capacity of containers.
- (ii) Once-per-week subscription service ("Unlimited Service") which provides for collection by the Contractor of Residential Waste from an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate in accordance with 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 Limited 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 by 6:00 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) 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.

d) 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. 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 leased from the Contractor shall be owned and maintained by the Contractor.

e) 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.

f) 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.

Section 4.2 Landscape Waste

The Contractor shall collect, transport, and dispose of Landscape Waste from April 1 through October 31 of each year, in accordance with the following:

a) Landscape Waste Service. Each Customer shall have the right to Landscape Waste services listed below:

- (i) Each Customer shall have Landscape Waste collection service from the Contractor that covers metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 33 gallons. Landscape Waste Service. (i) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:
- (ii) Placed in biodegradable paper "kraft"-type bags of a capacity not to exceed 33 gallons;
- (iii) Placed in metal or plastic cans of a capacity not to exceed 33 gallons; or
- (iv) If the Landscape Waste 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.

b) Christmas Trees. For all residential Customers (whether or not subscribers for Landscape Waste collection services), the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer the first two weeks of January, at no cost to the Customer.

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

d) Time of Collection. Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste 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 October 31 of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.

e) Leaf Vacuuming. From November 1 to November 30 residents will be provided with leaf removal service.

f) Transport and Disposal. All Landscape Waste collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Section 4.6 of this Agreement.

Section 4.3 Recyclable Materials

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

a) Location of Collection from Customers. Each Customer shall place Recyclable Materials designated for collection at street-side in front of the Customer's property.

b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials 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 additional cost to the Customer, an acceptable container for Residential Waste, which shall be a Medium Wheeled Cart. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Appendix A. Once a year during the entire month of September, the resident will be allowed to upgrade the container from a Medium Wheeled Cart to a Large Wheeled Cart at no additional charge. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity or appearance. Wheeled Carts leased from the Contractor shall be owned and maintained by the Contractor.

d) 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.

e) 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.

Section 4.4 Vacation Stop; Private Services

a) 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 twenty (120) days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension.

b) 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.

c) 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.

d) 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.

e) 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.

f) The Contractor, upon receipt of a notice from the Village, shall provide any Customer 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 where 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**.

Section 4.5 Vacant Properties

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

Section 4.6 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 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, 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) Landscape Waste.

- i) All Landscape Waste shall be disposed of in a lawful manner, either: (A) at a properly permitted landscape waste composting facilities, at which Landscape Waste 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 Landscape Waste 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 Landscape Waste facility.
- iii) No Landscape Waste 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.

Section 4.7 Solid Waste Collection Data

- a) 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 collected within the Village, and (iii) Landscape Waste 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.
- b) 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.
- c) The Contractor acknowledges and agrees that the Village will provide program data and other public information to each Customer upon request.

ARTICLE V COMPENSATION

Section 5.1 Residential Service

- a) 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. [All rates shown in Exhibit A shall be discounted 10% for senior citizens who are 65 years of age or more to be verified by the Village of Antioch.]
- b) On July 1, 2016 and on each twelve month anniversary date thereafter (the “Adjustment Date”), the charges as identified in Exhibit A shall increase by two (2%) percent over the prior period’s charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Exhibit shall increase by the percentage increase in the CPI, up to a three (3%) percent increase in the CPI, and any percentage increase in the CPI over three (3%) percent shall be disregarded. That is, the charges identified in Exhibit A shall increase by a minimum of two (2%) and a maximum of three (3%) percent on each Adjustment Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from December preceding the Adjustment Date (“Most Recent CPI”) to the CPI reported by the U.S. Department of Labor for December in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Gary-Kenosha Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

ARTICLE VI

REVENUE COLLECTION

Section 6.2 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.

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 Customer pursuant to this Section 6.2. Alternatively, the Contractor may bill each Customer separately for Private Service.

ARTICLE VII

TITLE TO RESIDENTIAL MATERIALS

Section 7.1 Title to Residential Materials

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

ARTICLE VIII

RECYCLABLE MATERIALS

Section 8.1 Recyclable Materials Collection Service

- a) Residential Recycling Service. The Contractor shall collect and manage Recyclable Materials in accordance with Article IV of this Agreement.
- b) 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.
- c) 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 an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.
- d) 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.

- e) 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.
- f) 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.
- g) 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.

ARTICLE IX CUSTOMER SERVICE STANDARDS

Section 9.1 Service Options; Changes in Service; Annual 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 on an annual basis during the term of this Agreement and any extensions will be posted on the Village website.

Section 9.2 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.

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, shall entitle the Village to exercise the remedies provided to it pursuant to Section 9.3(h) and/or Article X of this Agreement.

- b) 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 agree 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.

- c) 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 Administrator or his or her designee shall arbitrate each such complaint, and the Village Administrator or their designee's decision concerning each such complaint shall be final and binding on the Contractor and the Customer.
- d) 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.
- e) Busy Signals. Customers placing calls to the customer service center shall receive a busy signal no more than five percent (5%) of the time.
- f) 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.
- g) Hang-ups. Incoming telephone calls from Customers shall not exceed an abandonment rate of five percent (5%).
- h) 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.

Section 9.4 Liaison

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

Section 9.5 Customer Service Survey

The Contractor will, during the second 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.

ARTICLE X BREACH; EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Breach by Contractor

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

- a) Repeated failure of the Contractor to comply with Section 9.3(h) of this Agreement;
- b) 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
- c) 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 Breach by Village

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

- a) 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;
- b) A bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Village under the laws of any jurisdiction;
- c) 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;
- d) Any action or answer by the Village approving of, consenting to or acquiescing in any bankruptcy, reorganization, insolvency, arrangement or similar proceeding; or
- e) 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.

Section 10.3 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 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.
- 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 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.
- c) 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 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.
- d) This Section 9.3 shall survive the termination of this Agreement.

Section 10.4 Events of Default and Remedies of Contractor

- a) If a Breach occurs under Section 9.2 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.
- b) This Section 9.4 shall survive termination of this Agreement.

ARTICLE XI 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.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the Village.

Section 11.2

Indemnification

Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the Village and the Village's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the Village may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Reuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village, and its former, current and future officials, trustees, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract. Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract.

ARTICLE XII MISCELLANEOUS

Section 12.1

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.

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:
 - (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.
- 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, 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.

Section 12.3 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 Five Hundred Thousand Dollars (\$500,000). 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 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. 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 Five Hundred Thousand Dollars (\$500,000) 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.

Section 12.4 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in Article V of this Agreement in fully enclosed, leak-proof, modern trucks and equipment. The contractor agrees to use to the extent possible, uniformly painted equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from leakage and objectionable odors. The vehicles/equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis. 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. 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.

- b) 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 or the customer. 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.
- c) 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.

Section 12.5 Compliance with Laws

- a) The Contractor shall comply at all times with all applicable federal, State and municipal laws, ordinances and regulations at any time applicable to the Contractor's operations under this Agreement, with no increase to the Contractor's compensation 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.
- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 12.6 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.

Section 12.7 No Alcohol or Drugs

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

Section 12.8 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 12.9 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 12.10 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.

Section 12.11 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 Antioch
874 Main Street
Antioch, Illinois 60002
Attention: Village Administrator

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

Section 12.12 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.

[CONTRACTOR]

VILLAGE OF ANTIOCH

By: _____

By: _____

Jim Keim

Its: _____

Village Administrator

ATTEST:

ATTEST:

By: _____

By: _____

Lori K. Folbrick

Its: _____

Village Clerk

EXHIBIT A

PRICING SHEET

A. **RESIDENTIAL WASTE AND RECYCLING PROGRAM**

- 1) LIMITED SERVICE (65 Gallon Cart)
Street-side collection \$ _____
Per household per month

- 2) UNLIMITED SERVICE (95 Gallon or greater Cart)
Street-side collection \$ _____
Per household per month

- 3) Cost of Private Services.

\$ _____
Per cubic yard

B. **LANDSCAPE WASTE COLLECTION PROGRAM (included in above rates)**

C. **MONTHLY RATE TO LEASE ADDITIONAL CARTS**

Medium (64 Gallon) Wheeled Cart \$ _____

Large (96 Gallon) Wheeled Cart \$ _____

D. **EMERGENCY SERVICES**

- 1) Rate for Equipment and Personnel if requested by the Village

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard

EXHIBIT B

ANTIOCH INSURANCE AND INDEMNITY REQUIREMENTS

DUTY TO PROVIDE INSURANCE: Every contract or subcontract entered into by the Village for demolition, grading, excavation, building, construction, re-roofing, opening up or covering streets or culverts, street repairs, repaving or reconstruction, utility installations, landscaping, tree removal, fence installation and any similar work or activity of any kind shall be deemed to incorporate the insurance coverages and endorsements set forth as if such provisions were set out verbatim in such contracts or subcontracts. Each party performing work for the Village under such contract or subcontract shall be referred to as a “contractor”. Each contractor shall have the duty to comply with the provisions of this chapter.

MINIMUM RATINGS OF INSURANCE COMPANIES: All insurance to be furnished pursuant to this chapter shall be obtained from responsible insurers licensed in the State of Illinois, rated at least A and Financial Size Category X or higher by A.M. Best Company, and otherwise acceptable to the Village. Any deductible and/or self-insured retention shall be the responsibility of the contractor, but the maximum self-insured retention shall be \$25,000.

REQUIRED INSURANCE COVERAGES: The insurance coverages and endorsements described in this section, subject to the requirements noted in this chapter, shall generally follow the coverages developed for the insurance industry by such companies as the Insurance Services Organization, Inc. (ISO) and National Council on Compensation Insurance (NCCI). The Village retains the right at all times to approve, approve with modifications or reject any policy or endorsement modifications, manuscript endorsements, or non-equivalent or subsequent versions of such policy forms and endorsements as from time to time may be issued by any insurance company, if the Village determines that any such modifications, endorsements or non-equivalent forms would not provide the coverage that is intended to be provided pursuant to this chapter. Each contractor shall maintain the following minimum insurance coverages prior to entering or commencing work on site, and throughout all periods that work is being performed and for any continuation period as may herein be required:

A. Commercial General Liability Insurance

Commercial general liability insurance, equivalent in coverage to the ISO Form CG 00 01 (2001 edition, or its equivalent or successor document acceptable to the Village) with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment. An endorsement (ISO Form Endorsement CG 20 37, 2001 edition, or an equivalent or successor document acceptable to the Village) shall be attached to the policy to evidence that completed operations coverage is provided. The property damage coverage shall

include explosion, collapse, and underground hazard coverage (commonly referred to as “X”, “C” and “U” coverages). Personal injury coverage shall be endorsed to include coverage for “Fellow Employees”. The policy shall be issued in the contractor’s name as appears in the permit. Such insurance shall be primary and non-contributory, notwithstanding the fact that the Village maintains liability insurance, and shall be endorsed if necessary to evidence that such coverage is primary, non-contributing. Such insurance shall contain the standard cross-liability coverage as provided under the standard ISO “separation of insureds” condition.

B. Workers Compensation & Employer’s Liability

Workers Compensation Coverage	IL statutory requirements
--------------------------------------	----------------------------------

Employer’s Liability Insurance Coverage	Limits of Liability
--	----------------------------

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

C. Business Auto Insurance:

<u>Coverage</u>	<u>Limit of Liability</u>
All Owned, Hired, and Non Owned Autos	\$1,000,000

D. Pollution Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Each Occurrence/General Aggregate	\$5,000,000

Pollution liability insurance limits may be modified by the Village, if deemed necessary.

E. Umbrella Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Excess over all primary policies	\$5,000,000

Umbrella liability insurance may be waived by the Village for projects of limited scope.

REQUIRED ENDORSEMENTS:

- A. **Notice of Cancellation Endorsement:** All of the policies of insurance required of contractors by this chapter shall be endorsed with a notice of cancellation endorsement containing the following language or similar provisions acceptable to the Village:

"This policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent by registered mail or certified mail, return receipt requested, addressed to: Village of Antioch, 874 Main Street, Antioch, Illinois, 60002, Attn: Village Clerk."

- B. **Additional Insured Endorsements:** The Commercial General Liability and Business Auto policies shall be endorsed to list the following parties as additional insureds:

"The Village of Antioch and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants."

In the case of the General Commercial Liability Policy, the additional insured endorsement shall be the ISO Form CG 20 26 Additional Insured-Designated Person or Organization, latest edition, or an equivalent or successor document acceptable to the Village. The additional insured endorsement shall not limit the Village's protection by excluding from coverage any liabilities arising out of any negligent acts committed by any of the additional insured parties.

- C. **Waiver of Subrogation Endorsements:** Each insurance policy required in this chapter shall be endorsed to provide that the insurance company waives all rights of subrogation against the Village and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants. In the case of a Commercial General Liability Policy, the waiver of subrogation endorsement shall be the ISO Form CG 2404 1093 "Waiver of Transfer of Rights of Recovery Against Others To Us", latest edition, or an equivalent or successor document acceptable to the Village. In the case of the Workers Compensation Policy, the waiver of subrogation endorsement shall be NCCI Form WC 00 03 13, latest edition, or an equivalent or successor document acceptable to the Village.

CERTIFICATES OF INSURANCE:

- A. **Form of Certificates:** Original, executed certificates of insurance, naming the Village as certificate holder shall be filed with the Village prior to the issuance of a work permit and prior to entering or commencing work on any site. If requested by the Village, all certificates of insurance must have attached thereto or be accompanied by the actual, signed endorsements to the underlying policies or copies of the policies so as to demonstrate, in a manner acceptable to the Village, that the required endorsements have been bound by the insurance company. All additional insureds must be listed on the certificate of insurance. An example may include, but not be limited to, being signed by an officer of the insurance company issuing the policy or by an authorized designated agent of that insurance company.
- B. **Continuation Certificates:** Insurance coverages that are to remain in force and effect upon completion of the construction or work will require an additional certificate of insurance evidencing continuation of such coverage. Such additional certificates shall be submitted upon completion and acceptance of the construction improvements and upon one year thereafter.

- C. **Village Not Bound By Certificates:** Any acceptance of insurance certificates by the Village shall in no way limit or relieve the contractor of its duties and responsibilities assumed or imposed under applicable Village ordinances. Acceptance of insurance certificates not in compliance with the provisions of these requirements by the Village shall not constitute a waiver of these requirements.

INDEMNITY AGREEMENT:

- A. **Indemnity Given to the Village:** Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the Village and the Village's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the Village may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Reuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village, and its former, current and future officials, trustees, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract, Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract.
- B. **Defense Of Claim:** If any Claim is asserted against an Indemnified Party, the Indemnified Party (or the Village on his or her behalf) shall promptly tender defense of the Claim to the contractor. If, within twenty (20) days after the date on which Claim is tendered to the contractor, the contractor shall give notice to the Village and the Indemnified Party acknowledging without qualification the contractor's indemnification obligations pursuant to these insurance requirements, then the contractor shall have the duty, at its sole expense, in good faith and upon the advice of counsel, to contest, defend, litigate and settle the Claim either before or after the commencement of litigation, at such time and upon such terms as it deems fair and reasonable, provided, that at least ten (10) days prior to any settlement, it gives written notice to the Village

and the Indemnified Party of its intention to settle. The contractor shall pay all costs it incurs in connection with the defense of the Claim and shall not be entitled to require that any action be brought against any other party before the Indemnified Party tenders defense of the Claim. Notwithstanding the foregoing provisions, the Indemnified Party (or Village on behalf of the Indemnified Party) shall have the right to participate in the defense of such Claim, and, in such event, the parties shall cooperate in the defense of such Claim.

- C. Forfeiture Of Right To Defend Claim:** If the contractor fails either to acknowledge its indemnification obligations hereunder or diligently to contest the Claim, once such Claim has been tendered by the Village or Indemnified Party, then the contractor shall forfeit its right to contest, defend, litigate and settle the Claim. In such event, the Indemnified Party shall have the right, without prejudice to any right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to defend against and settle any such Claim, either before or after the commencement of litigation and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement it gives written notice to the contractor of its intention to settle. The Village and Indemnified Party shall be reimbursed by the contractor for the attorneys' fees, expert fees, the reasonable value of any services rendered by any employee of the Village and other expenses of defending the Claim which are incurred by them from time to time, forthwith following presentation to the contractor of itemized bills for said attorneys' fees and other expenses. No failure of the contractor to acknowledge its indemnification obligations hereunder shall relieve the contractor of such obligations to the extent they exist.

EXHIBIT C

MUNICIPAL COLLECTION SITES/SPECIAL EVENTS

Park	Address	Account #	Port A Potti	Schedule Pickup	Install Date
Williams	741 Williams St.	425-57082	2		4/1/15
North Park	339 Donin Dr.				
Centennial Park	601 Anita St.	899-106067	1 Handicap	1x a week on toilet	4/1/15
Tim Osmond Sports	96 E. Depot St.	899-1779469	3+1 handi	2x on toilet	4/1/15
Pedersen Park	680 W Hwy 173	899-106059	2 (1 handicap)	1x a week on toilet	4/1/15
Trevor Creek	358 Kennedy Dr.				
Jensen Park	611 Alima Terr.	899-46449	1 Handicap	1x a week	4/1/15
Osmond Park	579 Valleyview Court				
Wm E. Brooks Ent	902 Skidmore Dr.				
Hiram Sawmill	770 Cunningham Dr.				
Scout House	770 Cunningham Dr.				
Sprenger Park	1197 Deercrest Dr.	899-1798671	1 Handicap	1x a week	4/1/15
Windmill Creek *					
Woods of Antioch *	620 Woodcreek Dr.				
Redwing View *					
Tiffany Farms *	801 Highview Dr.				

*Undeveloped Parks

Events

Farmers Market	854 Main Street	899-1792933	2 porta lets	1x a week	Starting June 11 each Thursday
Fireman's Dance	Toft Avenue		30 Porta Lets a couple should be handicaped		September (2nd Week)
4th of July		899-179652	17 Reg + 1 Handicap		

Park	Address	Account #	Dumpster	Schedule Pickup	Day	Install by
Williams	741 Williams St.	185-1015	2		T, F	4/1/15
North Park	339 Donin Dr.					
Centennial Park	601 Anita St.	185-48515	1	1x a week on trash	M	4/1/15
Tim Osmond Sports	96 E. Depot St.	185-193264	1	3x a week on Trash	M, W, F	4/1/15
Pedersen Park	680 W Hwy 173	185-183293	1	1x a week on trash	Twice A week	4/1/15
Trevor Creek	358 Kennedy Dr.					
Jensen Park	611 Alima Terr.	185-208307	1	1x a week	F	4/1/15
Osmond Park	579 Valleyview Court					
Wm E. Brooks Ent	902 Skidmore Dr.	185-182293	1		W	5/1/15
Hiram Sawmill	770 Cunningham Dr.					
Scout House	770 Cunningham Dr.	185-124801	1	1x a week	T	4/1/15
Sprenger Park	1197 Deercrest Dr	185-208025	1	1x a week	T	4/1/15
Windmill Creek *						
Woods of Antioch *	620 Woodcreek Dr.					
Redwing View *						
Tiffany Farms *	801 Highview Dr.					

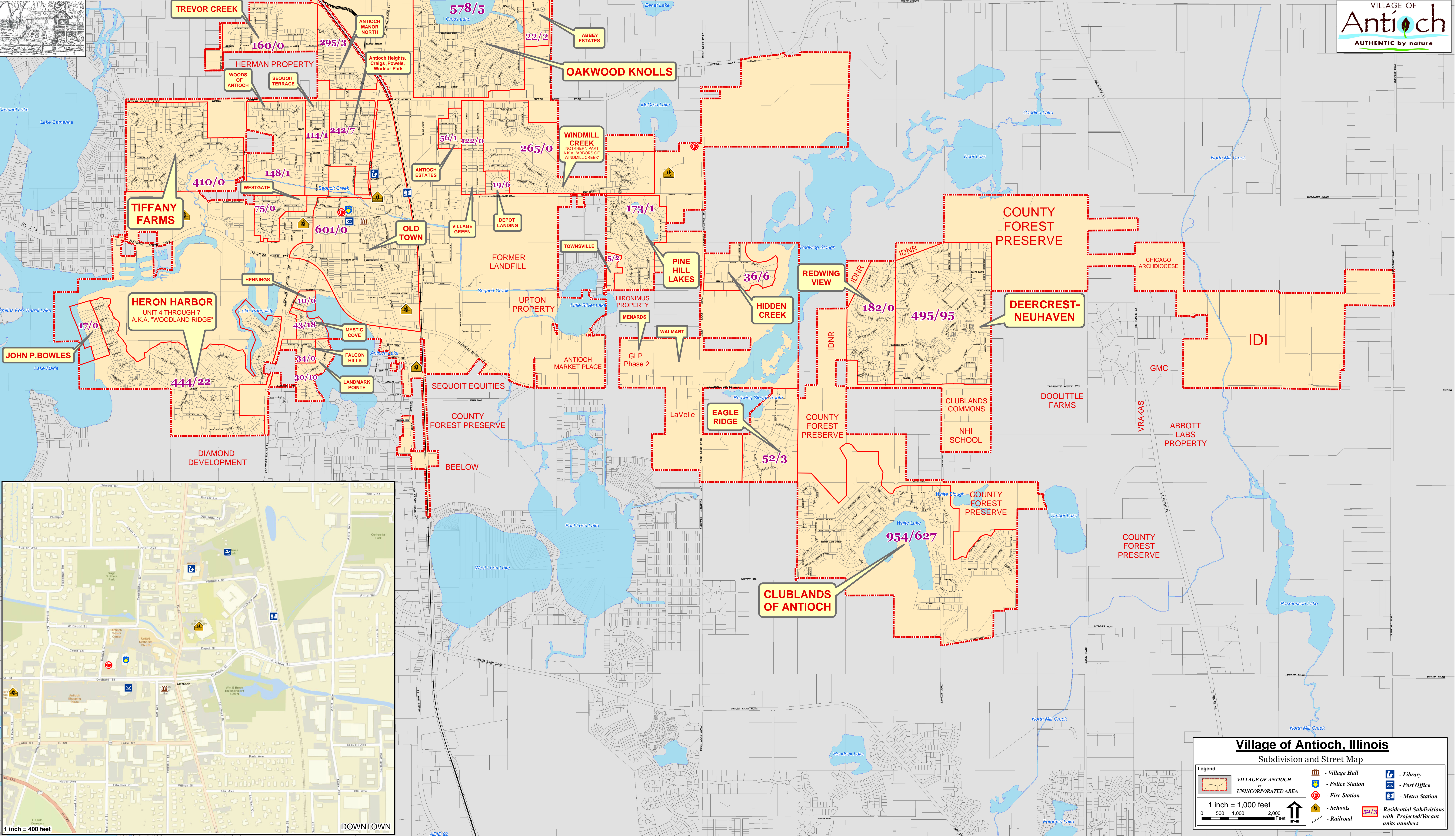
***Undeveloped Parks**

Events

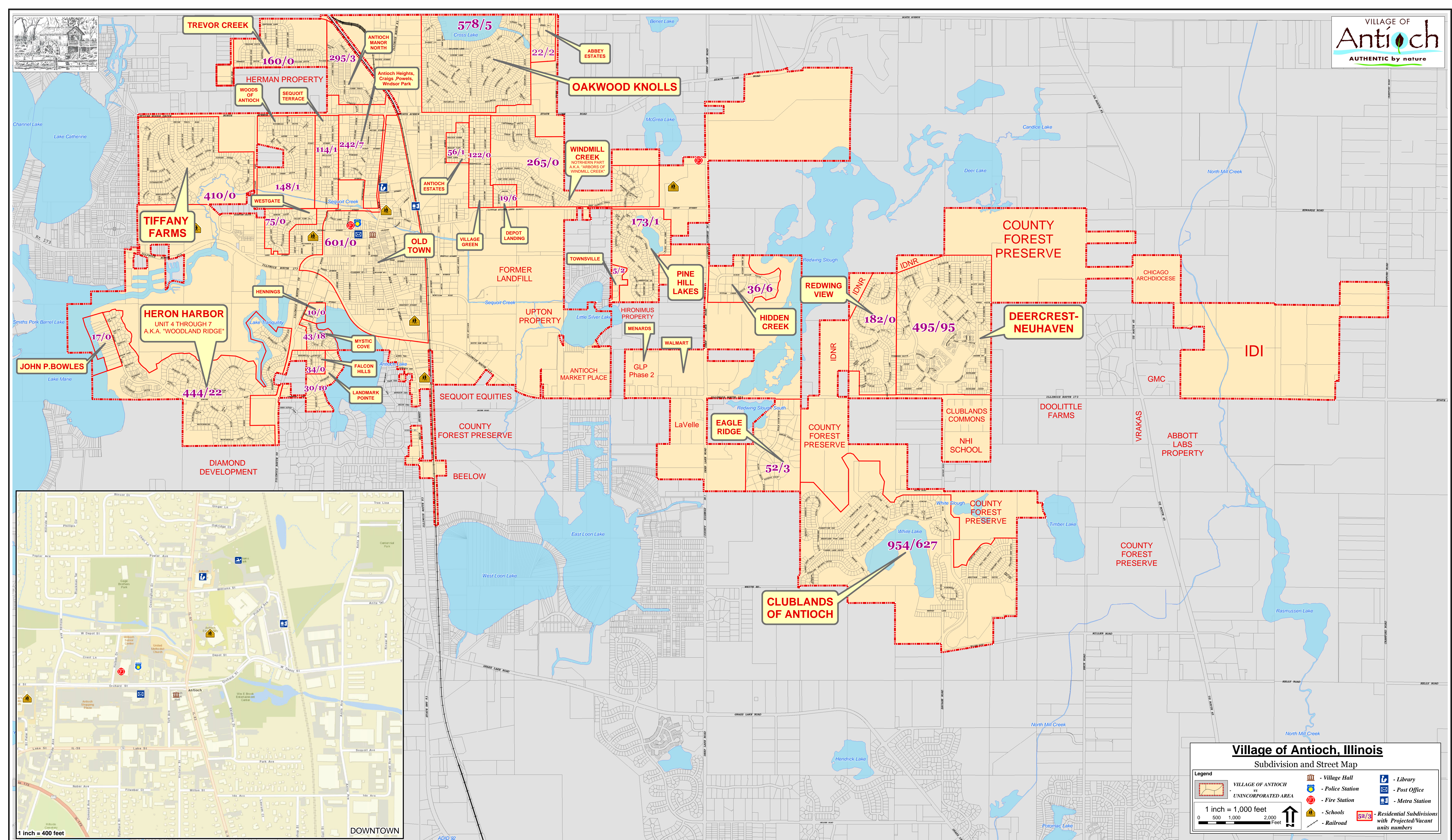
4th of July	Poplar and Cunningham	899-179652	Porta lets and dumpsters		7/7/15
Firemans Dance	Toft Avenue		2-3 Big dumpsters		September (2nd Week)

EXHIBIT D

MAP OF VILLAGE STREETS



APPENDIX C
VILLAGE OF ANTIOCH CORPORATE LIMITS



**APPENDIX D
VILLAGE OF ANTIOCH**

SOLID WASTE COLLECTION SERVICES RFP

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Antioch, IL as Obligee, hereinafter called the Village, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), 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 _____, 2013, with the Village entitled "RESIDENTIAL SOLID WASTE AND RECYCLING 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 solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2014.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

APPENDIX E
VILLAGE OF ANTIOCH
SOLID WASTE COLLECTION SERVICES RFP

ANTIOCH INSURANCE AND INDEMNITY REQUIREMENTS

DUTY TO PROVIDE INSURANCE: Every contract or subcontract entered into by the Village for demolition, grading, excavation, building, construction, re-roofing, opening up or covering streets or culverts, street repairs, repaving or reconstruction, utility installations, landscaping, tree removal, fence installation and any similar work or activity of any kind shall be deemed to incorporate the insurance coverages and endorsements set forth as if such provisions were set out verbatim in such contracts or subcontracts. Each party performing work for the Village under such contract or subcontract shall be referred to as a “contractor”. Each contractor shall have the duty to comply with the provisions of this chapter.

MINIMUM RATINGS OF INSURANCE COMPANIES: All insurance to be furnished pursuant to this chapter shall be obtained from responsible insurers licensed in the State of Illinois, rated at least A and Financial Size Category X or higher by A.M. Best Company, and otherwise acceptable to the Village. Any deductible and/or self-insured retention shall be the responsibility of the contractor, but the maximum self-insured retention shall be \$25,000.

REQUIRED INSURANCE COVERAGES: The insurance coverages and endorsements described in this section, subject to the requirements noted in this chapter, shall generally follow the coverages developed for the insurance industry by such companies as the Insurance Services Organization, Inc. (ISO) and National Council on Compensation Insurance (NCCI). The Village retains the right at all times to approve, approve with modifications or reject any policy or endorsement modifications, manuscript endorsements, or non-equivalent or subsequent versions of such policy forms and endorsements as from time to time may be issued by any insurance company, if the Village determines that any such modifications, endorsements or non-equivalent forms would not provide the coverage that is intended to be provided pursuant to this chapter. Each contractor shall maintain the following minimum insurance coverages prior to entering or commencing work on site, and throughout all periods that work is being performed and for any continuation period as may herein be required:

A. Commercial General Liability Insurance

Commercial general liability insurance, equivalent in coverage to the ISO Form CG 00 01 (2001 edition, or its equivalent or successor document acceptable to the Village) with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment. An endorsement (ISO Form Endorsement CG 20 37, 2001 edition, or an equivalent or successor document acceptable to the Village) shall be attached to the policy

to evidence that completed operations coverage is provided. The property damage coverage shall include explosion, collapse, and underground hazard coverage (commonly referred to as “X”, “C” and “U” coverages). Personal injury coverage shall be endorsed to include coverage for “Fellow Employees”. The policy shall be issued in the contractor’s name as appears in the permit. Such insurance shall be primary and non-contributory, notwithstanding the fact that the Village maintains liability insurance, and shall be endorsed if necessary to evidence that such coverage is primary, non-contributing. Such insurance shall contain the standard cross-liability coverage as provided under the standard ISO “separation of insureds” condition.

B. Workers Compensation & Employer’s Liability

Workers Compensation Coverage	IL statutory requirements
--------------------------------------	----------------------------------

Employer’s Liability Insurance Coverage	Limits of Liability
--	----------------------------

Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

C. Business Auto Insurance:

<u>Coverage</u>	<u>Limit of Liability</u>
All Owned, Hired, and Non Owned Autos	\$1,000,000

D. Pollution Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Each Occurrence/General Aggregate	\$5,000,000

Pollution liability insurance limits may be modified by the Village, if deemed necessary.

E. Umbrella Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Excess over all primary policies	\$5,000,000

Umbrella liability insurance may be waived by the Village for projects of limited scope.

REQUIRED ENDORSEMENTS:

- A. **Notice of Cancellation Endorsement:** All of the policies of insurance required of contractors by this chapter shall be endorsed with a notice of cancellation endorsement containing the following language or similar provisions acceptable to the Village:

"This policy shall not be canceled, terminated, modified or changed by the Company unless thirty (30) days' prior written notice is sent by registered mail or certified mail, return receipt requested, addressed to: Village of Antioch, 874 Main Street, Antioch, Illinois, 60002, Attn: Village Clerk."

- B. **Additional Insured Endorsements:** The Commercial General Liability and Business Auto policies shall be endorsed to list the following parties as additional insureds:

"The Village of Antioch and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants."

In the case of the General Commercial Liability Policy, the additional insured endorsement shall be the ISO Form CG 20 26 Additional Insured-Designated Person or Organization, latest edition, or an equivalent or successor document acceptable to the Village. The additional insured endorsement shall not limit the Village's protection by excluding from coverage any liabilities arising out of any negligent acts committed by any of the additional insured parties.

- C. **Waiver of Subrogation Endorsements:** Each insurance policy required in this chapter shall be endorsed to provide that the insurance company waives all rights of subrogation against the Village and its elected and appointed officials and officers, employees, agents, volunteers and representatives, including any of the foregoing who shall resign, and its engineers, foresters, attorneys and other consultants. In the case of a Commercial General Liability Policy, the waiver of subrogation endorsement shall be the ISO Form CG 2404 1093 "Waiver of Transfer of Rights of Recovery Against Others To Us", latest edition, or an equivalent or successor document acceptable to the Village. In the case of the Workers Compensation Policy, the waiver of subrogation endorsement shall be NCCI Form WC 00 03 13, latest edition, or an equivalent or successor document acceptable to the Village.

CERTIFICATES OF INSURANCE:

- A. **Form of Certificates:** Original, executed certificates of insurance, naming the Village as certificate holder shall be filed with the Village prior to the issuance of a work permit and prior to entering or commencing work on any site. If requested by the Village, all certificates of insurance must have attached thereto or be accompanied by the actual, signed endorsements to the underlying policies or copies of the policies so as to demonstrate, in a manner acceptable to the Village, that the required endorsements have been bound by the insurance company. All additional insureds must be listed on the certificate of insurance. An example may include, but not be limited to, being signed by an officer of the insurance company issuing the policy or by an authorized designated agent of that insurance company.
- B. **Continuation Certificates:** Insurance coverages that are to remain in force and effect upon completion of the construction or work will require an additional certificate of insurance evidencing continuation of such coverage. Such additional certificates shall be submitted upon completion and acceptance of the construction improvements and upon one year thereafter.

- C. **Village Not Bound By Certificates:** Any acceptance of insurance certificates by the Village shall in no way limit or relive the contractor of its duties and responsibilities assumed or imposed under applicable Village ordinances. Acceptance of insurance certificates not in compliance with the provisions of these requirements by the Village shall not constitute a waiver of these requirements.

INDEMNITY AGREEMENT:

- A. **Indemnity Given to the Village:** Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the Village and the Village's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the Village may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Village, and/or the Village's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of contaminants (which shall include but not limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Reuse, Yard Waste and Recyclables and/or from or on the site(s) or facility(ies) utilized for disposal of the Refuse, Yard Waste and/or Recyclables. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Village, and its former, current and future officials, trustees, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Village or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract, Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract.
- B. **Defense Of Claim:** If any Claim is asserted against an Indemnified Party, the Indemnified Party (or the Village on his or her behalf) shall promptly tender defense of the Claim to the contractor. If, within twenty (20) days after the date on which Claim is tendered to the contractor, the contractor shall give notice to the Village and the Indemnified Party acknowledging without qualification the contractor's indemnification obligations pursuant to these insurance requirements, then the contractor shall have the duty, at its sole expense, in good faith and upon the advice of counsel, to contest, defend, litigate and settle the Claim either before or after the commencement of litigation, at such time and upon such terms as it deems fair and reasonable,

provided, that at least ten (10) days prior to any settlement, it gives written notice to the Village and the Indemnified Party of its intention to settle. The contractor shall pay all costs it incurs in connection with the defense of the Claim and shall not be entitled to require that any action be brought against any other party before the Indemnified Party tenders defense of the Claim. Notwithstanding the foregoing provisions, the Indemnified Party (or Village on behalf of the Indemnified Party) shall have the right to participate in the defense of such Claim, and, in such event, the parties shall cooperate in the defense of such Claim.

- C. Forfeiture Of Right To Defend Claim:** If the contractor fails either to acknowledge its indemnification obligations hereunder or diligently to contest the Claim, once such Claim has been tendered by the Village or Indemnified Party, then the contractor shall forfeit its right to contest, defend, litigate and settle the Claim. In such event, the Indemnified Party shall have the right, without prejudice to any right of indemnification hereunder, in its discretion exercised in good faith and upon the advice of counsel, to defend against and settle any such Claim, either before or after the commencement of litigation and upon such terms as the Indemnified Party deems fair and reasonable, provided that at least ten (10) days prior to any such settlement it gives written notice to the contractor of its intention to settle. The Village and Indemnified Party shall be reimbursed by the contractor for the attorneys' fees, expert fees, the reasonable value of any services rendered by any employee of the Village and other expenses of defending the Claim which are incurred by them from time to time, forthwith following presentation to the contractor of itemized bills for said attorneys' fees and other expenses. No failure of the contractor to acknowledge its indemnification obligations hereunder shall relieve the contractor of such obligations to the extent they exist.

Park	Address	Account #	Dumpster	Schedule Pickup	Day	Install by
Williams	741 Williams St.	185-1015	2		T, F	4/1/15
North Park	339 Donin Dr.					
Centennial Park	601 Anita St.	185-48515	1	1x a week on trash	M	4/1/15
Tim Osmond Sports	96 E. Depot St.	185-193264	1	3x a week on Trash	M, W, F	4/1/15
Pedersen Park	680 W Hwy 173	185-183293	1	1x a week on trash	Twice A week	4/1/15
Trevor Creek	358 Kennedy Dr.					
Jensen Park	611 Alima Terr.	185-208307	1	1x a week	F	4/1/15
Osmond Park	579 Valleyview Court					
Wm E. Brooks Ent	902 Skidmore Dr.	185-182293	1		W	5/1/15
Hiram Sawmill	770 Cunningham Dr.					
Scout House	770 Cunningham Dr.	185-124801	1	1x a week	T	4/1/15
Sprenger Park	1197 Deercrest Dr	185-208025	1	1x a week	T	4/1/15
Windmill Creek *						
Woods of Antioch *	620 Woodcreek Dr.					
Redwing View *						
Tiffany Farms *	801 Highview Dr.					

***Undeveloped Parks**

Events

4th of July	Poplar and Cunningham	899-179652	Porta lets and dumpsters		7/7/15
Firemans Dance	Toft Avenue		2-3 Big dumpsters		September (2nd Week)

Park	Address	Account #	Port A Potti	Schedule Pickup	Install Date
Williams	741 Williams St.	425-57082	2		4/1/15
North Park	339 Donin Dr.				
Centennial Park	601 Anita St.	899-106067	1 Handicap	1x a week on toilet	4/1/15
Tim Osmond Sports	96 E. Depot St.	899-1779469	3+1 handi	2x on toilet	4/1/15
Pedersen Park	680 W Hwy 173	899-106059	2 (1 handicap)	1x a week on toilet	4/1/15
Trevor Creek	358 Kennedy Dr.				
Jensen Park	611 Alima Terr.	899-46449	1 Handicap	1x a week	4/1/15
Osmond Park	579 Valleyview Court				
Wm E. Brooks Ent	902 Skidmore Dr.				
Hiram Sawmill	770 Cunningham Dr.				
Scout House	770 Cunningham Dr.				
Sprenger Park	1197 Deercrest Dr.	899-1798671	1 Handicap	1x a week	4/1/15
Windmill Creek *					
Woods of Antioch *	620 Woodcreek Dr.				
Redwing View *					
Tiffany Farms *	801 Highview Dr.				

***Undeveloped Parks**

Events

Farmers Market	854 Main Street	899-1792933	2 porta lets	1x a week	Starting June 11 each Thursday
Fireman's Dance	Toft Avenue		30 Porta Lets a couple should be handicaped		September (2nd Week)
4th of July		899-179652	17 Reg + 1 Handicap		