

Village of Alsip Clarification As Of July 25, 2016

**1. Will The Contract Cover All Townhomes And Condos Of Buildings Up To And Including Four Units?**

Yes, the contract will include all residential buildings up to four units.

**2. Do Any Of The Townhomes Or Condos Require Containers Other Than The Normal Toters?**

Yes. Contact Finance Director Kent Oliven for the list.

**3. Do Any Non-Toter Locations Require Pickup More Than Once Per Week?**

Yes. Contact Finance Director Kent Oliven for the list.

**4. Are Locations Not Listed In The Attachment All Toter Locations With Once A Week Pickup?**

Yes.

**5. Do You Have A List Of The Buildings That We Are Being Billed For That Are Not Single Family Or Two-Unit Residences?**

Yes. Contact Finance Director Kent Oliven for the list.

**6. Does Our Current Contract Cover Any Businesses?**

No.

**7. How Many Tons Of Disposal, Recycling, And Yard Waste Are Currently Collected Annually?**

Trash: 6,123.53 tons;

Yard Waste: 1,135 tons; and

Recycle Waste: 900 tons.

**8. Televisions And Other Electronic Waste Banned From Landfills By PA 097-0287**

When the current Village contract was written it included televisions, computers (including desktop, notebook, tablet), monitors, printers, computer peripherals, VCRs/DVD players, gaming systems, MP3 players, scanners, fax machines and small scale servers. However, the State of Illinois banned such electronic products from landfills with Public Act 097-0287 effective January 1, 2012. **The RFP will NOT include such products. Should your company have a separate service to handle such waste, please include a separate proposal for the Board's consideration with your response the RFP.**

**9. Updated References Within Draft Contract Accompanying The RFP**

The Village did some updating to its prior contract and the following clarifications are needed to the draft contract, based upon the astute observations of one company:

Section 24.1 was accidentally duplicated as Section 24.2.

Section 21.7 refers to “Force Majeure” as 25.0, it should refer to section 22.0

Section 21.8 references the wrong section. It should be 23.0 not 26.0

Section 27.10 refers to section 31.10, it should refer to section 27.10

Section 28.2 refers to section 34.3, it should refer to section 28.3

Section 24.1 and Section 24.2 are identical, is there a reason for this?

**10. Is There A Specific Form That The Village Is Looking For Or Should Proposer Use Their Own Form?**

Because there are different ways to make proposals the Village is not supplying a standardized form.

**11. What Is The Deadline To Submit Questions To The Village For Clarification To The RFP?**

Questions can be submitted all the way up to the proposal deadline of 11:00 am, Monday, August 1<sup>st</sup>.

Further clarifications may be issued based upon questions submitted. At this time the Village does not plan on altering the submittal date and time, nor does it plan on issuing any addendums.

**12. Is There A Performance Bond?**

Section 14.1 and Section 21.10 both refer to a Performance Bond. The Village reserves the right to inquire about other residential refuse collection contracts and/or require such a bond. However, such a bond may not be necessary with proper residential refuse collection and good references.

**13. Do You Know How Many Alleys Are In The Village Of Alsip?**

There are only a few – probably under five.

**14. What Are The Designated Holidays That The Village Observes With Respect To Refuse Collection?**

Currently refuse is not collected on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Village would appreciate it if any proposal listed any holidays observed that differs from the list above.

**15. Are escalators allowed?**

Proposals can have escalators or not, as your company sees fit.

**16. How are disasters handled?**

Proposals should contain a cost structure for any disaster services described in Section 30.

**17. Is Friday pickup for all totter locations mandatory? Can other pickup days be proposed?**

The Village currently has all collections weekly on Fridays and, all things being equal, would like to continue that practice. Should, however, there be savings in having a different day or days (while still weekly pickup) the Board would like to know about those options as well, as shown in 3j of the RFP.

**18. Are all of the holidays listed in the draft contract used as stated in the contract?**

There are a lot of events listed here because the Board wants the flexibility to expand if it so desires. However, the reality is a lot less onerous. Here is the current situation: The street fair/summer fest has been held some years and not others. There will not be one this year and probably not one in the following year. National Night Out usually needs 10-20 cans, but no dumpster. The Village currently does not ask for dumpsters or cans for its Winter Carnival and, instead, handles it all in-house. Finally, the Village currently does not have a fourth event (listed here as Fun Fest), but, again, the draft contract reflects the flexibility to have one in the future.

**19. Is the contract awarded solely on the best price?**

No. This RFP has a number of items, some of which are listed above, that may make an apples to apples comparison across proposals difficult. The Finance Committee and later the full Village Board will, therefore, judge all aspects of a bid before making any decisions.

# Requests for Proposals

## Residential Refuse, Recycling, and Yard Waste/Compost

The Village of Alsip invites qualified firms to submit proposals for the provision of residential refuse, recycling, and yard waste/compost collection and disposal for an initial term of five years, with the Village retaining the right for up to two (2) one year extensions of the contract.

### **Scope of Services:**

The Village of Alsip is seeking proposals for the collection and disposal of refuse, recyclables, and yard waste/compost from all residential properties in the Village. It is estimated that there are approximately 4600 housing units in the Village. While the majority of the housing is single family, there are several two flat residential units and some businesses that are currently with the Village refuse service. There are also several condo/townhouses units within the village under private refuse service.

The services to be provided shall be in accordance with the terms and conditions as provided in the attached "Collection Services Agreement". The Village intends to enter into an Agreement which shall include provisions, terms and conditions in substantially similar form to the attached Agreement with the successful firm whose proposal is accepted by the Village.

### **Community Profile:**

The Village of Alsip was incorporated in 1927 and is located in Cook County within Worth Township and is approximately 15 mile southwest of downtown Chicago. The Village is approximately 10 square miles in area and has a population of 19,300.

### **Submittal Requirements:**

All waste hauler providers must submit the following information:

- 1) Completed proposal form signed by an authorized representative.
- 2) List of any proposed changes to or questions regarding the proposed "Collection Services Agreement". Indicate if you will not be able to comply with any provision included in the proposed Agreement and why.
- 3) General information regarding the waste hauler provider that will demonstrate whether the Company has the capacity and ability to provide quality refuse, recycling, and yard waste/compost service to the Village of Alsip including:
  - a. Name of Firm;
  - b. Organization of firm (individual, corporation, partnership, joint venture);
  - c. Local Address;
  - d. Telephone Number;
  - e. Fax Number;
  - f. E-mail Address;
  - g. Name and title of contact person;
  - h. Location of branch office, if any;
  - i. Available methods of payment and any fees, if any, associated with each method;
  - j. Alternate collection day(s) to Friday, if any, and the savings should that alternative be selected by the Village;
  - k. Number of Employees; and
  - l. Number and type of refuse vehicles to be used for Alsip collection;

- 4) Name and Location of:
  - a. Refuse disposal site
  - b. Yard waste disposal site
  - c. Primary recycling site
- 5) List of at least five municipal clients currently being served in the State of Illinois, along with a summary of charges per household in those municipalities and a sample of a typical billing statement.
- 6) Attach samples of promotional/informational materials normally distributed to customers, including materials pertaining to recycling.

### **Contact Information:**

Village Clerk Deborah Venhuizen is available to provide additional information regarding the proposal process. She can be contacted at (708) 385-6902 or at [dvenhuizen@villageofalsip.org](mailto:dvenhuizen@villageofalsip.org).

Any request for interpretations should be submitted in writing. No oral interpretations will be provided. All interpretations will be summarized in the form of an addendum to the RFP, which will be mailed or emailed to each potential waste hauler provider.

The Village reserves the right to reject any and all proposals and the right in its sole discretion to accept the proposal it considers most favorable to the Village's interests. The Village further reserves the right to reject all proposals and seek new proposals when such procedure is deemed reasonable and in its best interests.

The Village shall not be liable for any expenses incurred by the waste hauler provider including, but not limited to, expenses associated with the preparation of the proposal, attendance at any presentation, or final contract negotiations.

### **Selection Process:**

All proposals will be submitted to the Village Clerk's Office and presented to the Village Board for a recommendation for approval or rejection. Companies may be requested to supply additional information if needed. Selection of a waste hauling company will be based upon price, ability to service the Village of Alsip, and acceptance of the terms and conditions included in the proposed agreement. It is anticipated the award of the contract will occur during the beginning of August 2016. The successful Company will be expected to initiate service on January 1<sup>st</sup>, 2017.

### **Submittal Instructions:**

Proposals must be submitted in a sealed envelope, plainly marked "Refuse Collection Proposal" with the Company's name and address on the front of the envelope, to:

Deborah Venhuizen, Village Clerk  
Village Of Alsip  
4500 W. 123<sup>rd</sup> Street  
Alsip, IL 60803

All proposals must be received no later than 11:00 am, Monday, August 1<sup>st</sup>. The proposals will then be opened that Monday night at 7:30 pm at the Board Meeting and publically read. Any Proposals received after the above time period will not be opened or considered. Proposals will then be reviewed by the Finance Committee, which will make a recommendation to the full Village Board, which will award the contract on August 15<sup>th</sup>, 2016, if the Finance Committee has made a recommendation to the Village Board by that time, or September 5<sup>th</sup>, 2016 if the Finance Committee had not made a recommendation to the Board by August 15<sup>th</sup>.

**[DRAFT] COLLECTION SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Alsip, an Illinois home rule municipal corporation (“Village”), and \_\_\_\_\_ (“Contractor”).

**WHEREAS**, the Village seeks the services of a refuse and landscape waste collection and disposal contractor, and the Contractor is willing to provide throughout the term of this Agreement said services pursuant to the term set forth in this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained in this Agreement, the parties hereto agree as follows:

**1.0 RECITAL INCORPORATED.**

1.1 The foregoing recital is substantive and is hereby incorporated in this Section 1.1 as though fully set forth.

**2.0 CONTRACTOR'S OBLIGATIONS.**

2.1 In strict accordance with the terms of this Agreement and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal on a weekly basis of the following items in enclosed trucks from all single family residences within the corporate limits of the Village and any territory hereinafter annexed: garbage, rubbish, ashes, tin cans, bottles, glass, discarded furniture, appliances, bedsteads, bedsprings, mattresses, gas and electric stoves, refrigerators, washers, dryers, hot water tanks, chairs, tables, sofas, dressers, lamps, radios, televisions, other miscellaneous household items, spent Christmas trees, leaves, provided said leaves are contained in commercial 33 gallon garbage cans or Kraft paper yard waste, bags, and tree and shrub trimmings, provided said tree and shrub trimmings are tied and bundled in 50 lbs. or less in 41 inch lengths or less. Contractor shall also provide the following services to the Village of Alsip:

Village of Alsip Properties:

Events:

- City Hall & Police Station: 1-6yder twice a week service
- Public Works: 1-4yder once a week service
- 4121 W. 117th; 1-1.5yder twice a week service
- 5500 Platter; 1-4yder once a week service
- 12650 Pulaski 1-4yder; once a week service
- 11946 S. Laramie; 1-4yder once a week service
- 11800 Karlov 4-1.5yders’ once a week service
- 11900 Keeler 3-1.5yder twice a week service

- Summer Fest 3-30yder & 20 Carts
- National Night Out – 2-30yder & 20 Carts
- Winter Carnival – 2-30yder & 20 Carts
- Fun Fest – 1-30yder & 10 Carts

2.2 The collection of the items set forth in Section 2.1 above shall be made from the parkway in front of a single family residence or from alleys at the rear.

2.3 Any contracts between the Contractor and businesses, commercial operations, Condo\Townhome rental buildings in excess of four (4) units, institutions, schools, and units of government or agencies thereof, shall include a provision that such contract shall not interfere with the terms and conditions set forth under this Agreement.

2.4 The Contractor is strictly prohibited from mixing any waste from any Village route pursuant to this Agreement with any other waste.

2.5 The Contractor shall be solely responsible for all collection and transportation costs incurred to deliver refuse and landscape waste to a disposal site or transfer station and shall be responsible for the payment of all tipping fees for refuse and landscape waste.

2.6 The Contractor shall furnish to the Village facilities to dispose of all street sweeping debris, loose and chipped branches, logs, and miscellaneous collected debris. Compensation for dumping at said facilities shall be based on the then current tonnage rates and minimums.

### 3.0 RATES FOR SERVICES AND PAYMENT.

3.1 The Village shall pay for the Contractor's services as set forth herein pursuant to the following rate schedule:

<u>January 1, 2017 – December 31, 2021</u>	<u>Monthly Charge</u>
a) Scavenger service per residential unit	<b><i>[TBD by Bid]</i></b>
b) Scavenger service per condominium unit	<b><i>[TBD by Bid]</i></b>
c) All Village owned locations	No Charge
d) Village Events	No Charge
e) Pick-up of all white goods, as defined in Illinois Statutes, i.e. refrigerators etc.	No Charge
f) Garbage Cans (at least 85 Gal.)	No Charge
g) Recycle Cans (65 Gal.) for all single family homes	No Charge

3.2 Residents shall not be charged at any time for the collection of any refuse which is properly prepared in accordance with this Agreement.

3.3 Within thirty (30) days after receipt of the Contractor's monthly invoice, the Village shall pay the Contractor for all household refuse collection services provided pursuant to this Agreement.

3.4 The rates charged pursuant to Section 3.1 each succeeding year that this Agreement is in effect are ***[TBD by Bid]***.

3.5 The Contractor shall furnish disposal service and dumpsters of sufficient size for all Village owned buildings without any compensation thereof.

3.6 Additional services requested by the Village shall be billed at the rates set forth in Section 3.1 above.

#### **4.0 TERM OF AGREEMENT.**

4.1 This agreement shall be in force beginning on January 1, 2017, and expiring at 12 a.m. on December 31, 2021, unless terminated earlier in accordance with the terms hereof. The Village has the right to up to two (2) one year extensions of the contract by providing written notice to the Contractor at least one hundred twenty (120) days prior to the expiration of this agreement or any extension thereof. The prices during any such extension shall be as provided in Section 3.4 above.

#### **5.0 COLLECTION CARTS.**

5.1 The Contractor shall make available to all single family units, from the onset of this contract, two wheeled semi-automated refuse collection Carts to be used by residents to store trash for weekly collection. This cart must be of at least 85 gallon capacity with construction compatible or equal to "Rubbermaid Mobile Toters" currently in use. All makes and models of collections carts must be approved by the Village before distribution. These refuse collection carts shall remain the property of the Contractor, and the Contractor shall be fully responsible for repair and" maintenance, collection, distribution, promotion, and legal liability for the collection cars.

5.2 During the period of this contract, the Contractor shall make the collection carts set forth in Section 5.1 available. All billing and collection procedures shall be carried out by the Contractor and normal weekly refuse pick-up shall not be interrupted because of a late payment or non-payment of cart rental charges. The Contractor shall stock or have available at all times, sufficient carts to provide this service to all Village property owners eligible for refuse collection pursuant to this Agreement. Further, the Contractor shall keep all carts in good working condition and all carts reported to be in need of service must be repaired or replaced within forty-eight (48) hours of notification.

5.3 The Contractor shall make available to all single family units beginning on the effective date of this Agreement two wheeled semi-automated recycling collection carts to be used by residents to store recycling for weekly collection. This cart must be an Evolution or 65 model as provided by Otto Environmental Systems or comparable. All makes and models of recycling collections carts must be approved by the Village before distribution. These recycling collection carts shall remain the property of the Contractor, and the Contractor shall be fully responsible for repair and maintenance, collection, distribution, promotion, and legal liability. The cost of these recycling carts is included in the monthly charges set forth in Section 3.0 above and there shall be no additional charges to the Village or residents for these carts.

#### **6.0 CONTRACTOR'S ACCIDENT PREVENTION AND NOTIFICATION**

6.1 The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

6.2 The Contractor shall exercise precaution at all times to protect the safety of persons and property.

6.3 The Contractor shall immediately notify the Village of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.

## **7.0 DAMAGE TO PROPERTY.**

7.1 The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement.

7.2 Except for reasonable wear and tear, the Contractor shall repair or replace waste receptacles that are damaged by the contractor.

7.3 The Contractor shall promptly repair or replace any private or public property, including, but not limited to sod and mailboxes, which are damaged by the Contractor, at no charge to the property owner.

7.4 If the Contractor fails to repair or replace damaged property within ten (10) days, the Village may repair or replace such damaged property and deduct its costs from the monthly invoice.

## **8.0 COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, AND REGULATIONS.**

8.1 The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, currently in effect or amended from time to time, governing the collection, disposal, and processing of refuse and landscape waste in the performance of this Agreement and during the term of this Agreement.

## **9.0 TAXES, LICENSES, PERMITS, AND CERTIFICATES.**

9.1 The Contractor shall pay all sales, use, property, income, and other taxes that may be lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the performance of this Agreement.

9.2 The Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.

9.3 At its sole cost and expense, the Contractor shall secure all necessary permits, licenses, and certificates of authority required to perform the services which are the subject of this Agreement, and shall comply with all requirements of such permits, licenses, and certificates of authority.

9.4 The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

## **10.0 INDEPENDENT CONTRACTOR.**

10.1 The Contractor is, and shall remain for all purposes related to this Agreement, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the Village, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the Village;

10.2 The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation and worker's compensation which it may obligate itself to pay to any of its employees or consultants.

10.3 The Contractor shall pay its employees the prevailing wage and benefits for the waste service industry in the Alsip area.

#### **11.0 NON-ASSIGNMENT.**

11.1 The Contractor shall not assign or subcontract this Agreement or the work hereunder, or any part thereof, to any other person, firm, or corporation without prior written consent of the Village, which shall not be unreasonably withheld.

11.2 The Contractor may, however, perform its obligations under this Agreement through its subsidiaries or divisions, which shall not relieve the Contractor from its obligations or change the terms of this Agreement.

#### **12.0 TITLE TO REFUSE AND LANDSCAPE WASTE.**

12.1 Title to all refuse and landscape waste and all other incidents of ownership of the waste materials shall pass to the Contractor when such materials are placed into the collection vehicle.

#### **13.0 CERCLA INDEMNIFICATION.**

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

## 14.0 INDEMNIFICATION.

14.1 The Contractor shall at its sole cost and expense indemnify, defend, keep and save harmless the Village, its officials, employees, agents and consultants and its officials, employees, agents and consultants (individually, an "Indemnified Party" and collectively, the "Indemnified Parties") against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against any such Indemnified Party (collectively referred to as the "Loss") arising out of or in connection with Contractor's performance of or failure to perform this Agreement. The Contractor shall, at its sole cost and expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, regardless of the merit of such claim. If any judgment shall be rendered against such Indemnified Party in any such action, the Contractor shall, at its sole cost and expense, satisfy and discharge the same. The Contractor expressly understands and agrees that the performance and payment bond and insurance required by this Agreement or otherwise provided by the Contractor or such Indemnified Party shall in no way limit the responsibility to indemnify, keep and same harmless and defend the Indemnified Parties as herein provided.

14.2 The indemnification obligations set forth in this Section 14.0 shall include indemnification for losses resulting from claims made by third parties against any Indemnified Party. The provisions of this Section shall not apply to a Loss which arises solely out of intentional misconduct on the part of the Indemnified Party seeking indemnification, or to a Loss or portion thereof, which arises, in whole or in part, out of negligence on the part of such Indemnified Party, but only to the extent that such Indemnified Party's negligence contributed to the Loss, or that the Loss is attributable to such Indemnified Party's negligence.

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

14.4 Nothing in this Section 14.0 shall apply to suits or actions which are barred by the applicable statute of limitations.

14.5 This Section 14.0 shall survive the termination of this Agreement.

14.6 The indemnification obligations set forth in this Section 14.0 shall not be limited by reason of the enumeration of any insurance coverage herein provided.

14.7 This Agreement is not intended to benefit any third parties.

**15.0 INSURANCE**

15.1 The Contractor agrees to carry insurance relating to this agreement in the following amounts and coverages:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000 per accident \$500,000 disease (policy limit) \$500,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
A. Premises and operations, independent contractors protective, contractual liability, broad form property damage and XCU hazards	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate per location for bodily injury and property damage combined.
B. Products and completed operations (including broad form property damage)	\$5,000,000 per occurrence for bodily injury and property damage combined. \$5,000,000 annual aggregate for bodily Injury and property damage combined.
C. Personal injury liability	\$5,000,000 per occurrence \$5,000,000 annual aggregate
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$5,000,000 per accident for bodily injury and \$5,000,000 for property damage.
5. Pollution Liability	\$5,000,000 per occurrence. \$5,000,000 annual aggregate.
6. Excess liability (umbrella)	\$5,000,000

15.2 The insurance policies set forth in Section 15.1 above shall continue to be maintained for a period of two (2) years following the termination of the Agreement.

15.3 Equivalent insurance as set forth in Section 15.1 must be maintained by each subcontractor of the Contractor.

15.4 All insurance companies must be reasonably acceptable to the Village. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.

15.5 All liability coverages shall be written on an occurrence basis.

15.6 Prior to commencing Services under the agreements, the contractor shall deliver, or cause to be delivered, to the Village certificates of insurance (and other evidence of insurance requested by the Village) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.

15.7 All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the Village by certified mail.

15.8 The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth below.

15.9 The insurance policies required pursuant to this Section 15.0 shall be endorsed to include the Village, its officials, employees, and agents as additional insureds, except for Workers' Compensation coverage and Employer's Liability coverage. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds. The Contractor shall provide certificates of insurance naming the Village, its officials, employees, and agents as additional insureds immediately upon execution of this Agreement. Any insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of the Village.

## **16.0 LOCAL IMPROVEMENTS.**

16.1 The Village may from time to time, construct any improvement or permit construction on any street, which may have the effect of temporarily preventing the Contractor from traveling its accustomed route or routes for collection.

16.2 In such an instance, the Village shall communicate in advance with the Contractor, and without extra cost to the Village or residents, the Contractor shall continue to collect the refuse and landscape waste to the same extent as though no interference existed upon such routes.

16.3 The Village shall use its best efforts to assist the Contractor to resolve any problems due to construction activity.

## **17.0 SEVERABILITY.**

17.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid so long as the material purposes of this Agreement can be determined and effectuated.

**18.0 GOVERNING LAW AND VENUE.**

18.1 This Agreement shall be governed by the laws of the State of Illinois.

18.2 Venue for any action taken by either the Village or the Contractor, whether in law or in equity, to enforce the terms of this Agreement shall be in the Circuit Court of the Cook County, Illinois, and the Contractor hereby waives whatever rights it may have in the selection of venue.

18.3 All terms contained herein shall have the meaning as defined by the Environmental Protection Act. (415 ILCS 5/).

**19.0 NUMBER OF COPIES.**

19.1 This Agreement may be executed in any number of photocopied counterparts, all of which shall be considered an original for all purposes.

**20.0 RIGHT TO REQUIRE PERFORMANCE.**

20.1 The Village's failure at any time to require performance by the Contractor of any of the specifications in this Agreement shall in no way affect the right of the Village thereafter to enforce same.

20.2 No waiver by the Village of any breach of specifications in this Agreement shall be taken or held to be a waiver of any succeeding breach of such specifications in this Agreement, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself.

**21.0 NON-PERFORMANCE; DEFAULT.**

21.1 The Contractor shall be in default if it is in violation of any of the terms and conditions contained in this contract.

21.2 The Contractor shall be in substantial default of the terms of this Agreement if it fails to collect and dispose of refuse and landscape waste in accordance with the schedule of service established by this Agreement for more than two (2) consecutive working days.

21.3 When a default occurs, the Village shall evaluate any extenuating circumstances offered by the Contractor, and shall determine whether any such extenuating circumstances excuse the Contractor's failure to perform as required. Extenuating circumstances do not include, economic hardship and strikes or labor disputes affecting the work force of the contractor or the disposal facility,

21.4 If in the Village's sole judgment, sufficient extenuating circumstances have not been demonstrated, then the Village shall serve notice to the Contractor in accordance with Section 36.0 of this Agreement stating that the Contractor will be in substantial default if the Contractor does not take action to remedy the violation or re-establish the schedule within twenty-four (24) hours of said notice.

21.5 If at the end of such twenty-four (24) hour period, the Contractor has not remedied the violation or reestablished service in accordance with a Village-approved schedule, the Village shall take whatever action is necessary to remedy the violation or furnish refuse waste collection

services required by this Agreement.

21.6 The Contractor shall fully reimburse the Village for any expenses incurred to provide substituted refuse and landscape waste collection services from the date of the notice of default.

21.7 If the Contractor fails to provide any service required under this Agreement even if such failure is caused by events or occurrences of a nature described as "force majeure", under Section 25.0 of this Agreement, the Village shall pay the Contractor only for services actually provided.

21.8 In the event of a default under this Section, the Village shall have the right, but not the obligation, to terminate this Agreement in accordance with section 26.0 hereof.

21.9 In addition to damages otherwise available by law, the Village may seek liquated damages if the Contractor fails to collect and dispose of refuse waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquidated damages from the monthly payment, in addition to deduction of the regular collection rate. If litigation becomes necessary, the Village shall be entitled to all reasonable costs including attorney's fees.

21.10 In the event the Contractor fails to fulfill any of the provisions of this Agreement, the Board of Trustees of the Village are hereby irrevocably authorized to deduct the sums of money so expended from any monies that may be due and owing to the Contractor and/or may execute the Performance Bond, attached as Exhibit A.

## **22.0 FORCE MAJEURE.**

22.1 Whenever a period of time is provided for in this Agreement for either the Village or the Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel materials or equipment, fire, flood, storm, earthquake, tornado or any act of nature, but not strikes, lockouts, or adverse weather conditions or due to inoperable equipment or the breakdown of equipment. Said time period shall be extended for only the actual amount of time said party is so delayed.

## **23.0 TERMINATION.**

23.1 The Village may terminate this Agreement if the Contractor defaults in performance and fails to cure such default under the terms of Section 24.0 of this Agreement.

23.2 Except for a bonafide dispute, the Contractor may terminate this Agreement if any of the Contractor's proper invoices to the Village remain unpaid for more than one hundred eighty (180) days from the date received by the Village.

## **24.0 CUSTOMER SERVICE.**

24.1 The Contractor shall provide Village personnel with information concerning the location, telephone number(s), and mailing address of the local Customer Service Office, the garage area, and any other facility, that will be used to provide collection services within the Village.

24.2 The Contractor shall provide Village personnel with information concerning the location, telephone number(s), and mailing address of the local Customer Service Office, the garage area, and any other facility, that will be used to provide collection services within the Village.

24.3 The Contractor shall provide Village personnel with information concerning the Contractor's designated person(s) for the purposes of obtaining, instructions, answering inquiries, and resolving complaints. Such person(s) shall be available to discuss, and if necessary, meet with Village personnel to resolve problems.

24.4 The Contractor shall provide the Village with at least one telephone number which may be used by Village personnel to communicate with the Contractor after regular business hours or during an emergency.

24.5 The Contractor shall equip the Customer Service Office with a sufficient number of telephones and personnel to accommodate resident inquires, and shall provide management personnel to supervise such office during collection hours.

24.6 Except as otherwise directed by the Village, customer service shall be available at least between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except during holidays as defined in Section 2.0.

24.7 The Contractor shall resolve all complaints concerning household refuse or landscape waste collection within twenty-four (24) hours after it receives notice of such complaint.

24.8 Where the Contractor determines that collection from a household was missed, even though the waste material was properly prepared, the Contractor shall provide for collection from such a household within twenty-four (24) hours after a complaint or notification is received.

24.9 Where the collection from a household is inadvertently missed on a day preceding a holiday or weekend, the complaint shall be resolved and collection service shall be provided on the next working day.

24.10 The Contractor shall provide the Village with its resolution of a complaint in person at the Village Hall of the Village of Alsip, 3500 West 123rd Street, Alsip, Illinois, within twenty-four (24) hours, as to the nature and the action taken on any complaint.

## **25.0 EMPLOYEES AND CONDUCT.**

25.1 The Contractor shall use care and diligence in the performance of this Agreement and shall perform all collection and disposal services required by this Agreement in a neat, orderly, and efficient manner.

25.2 All of the Contractor's vehicle operators working within the Village shall carry valid Illinois state driver's licenses for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

## **26.0 ROUTINE COLLECTION SCHEDULE.**

26.1 All garbage, rubbish and refuse required to be collected pursuant to this Agreement must be collected by the Contractor each week on the designated day as agreed upon in writing by the Village and the Contractor. Collection of two days routes in one work day shall be performed by the Contractor when a holiday falls on a Monday through Thursday.

26.2 No residential collection shall be allowed on a Sunday unless specifically directed by the Village.

## **27.0 HOURS AND STANDARDS OF COLLECTION.**

27.1 The Contractor shall not begin its collection operations within the Village before 6:00 a.m., and shall cease collection by 6:00 p.m.

27.2 The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this Agreement without respect to adverse conditions, breakdowns, strikes, or similar hindrances.

27.3 The Contractor's crews shall perform collection services with as little noise, disturbance, and disruption to the Village's residents as possible.

27.4 The Contractor shall collect all properly prepared (as defined in Section 2.1) refuse and landscape waste from the curbside from April 1 through November 30 of each collection year.

27.5 Residents shall place disposal units close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor. Containers are to be handled with reasonable care to avoid damage and are to be placed on the parkway or in the alley out of the traveled street right-of-way in an upright position at the general location at which they were found. Any contents which may be spilled on the parkway or street are to be cleaned up and disposed of immediately in a workmanlike manner, as the collection and disposal of garbage, rubbish, and refuse is a service which seriously affects the general health and safety of the public.

27.6 Empty containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty container will block a sidewalk or fall or roll into the street.

27.7 The Contractor shall handle all containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the debris in a workmanlike manner. A broom and shovel shall be required as standard equipment on each vehicle.

27.8 The Contractor shall not be responsible for collecting or cleaning up refuse, recyclables, or landscape waste litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers through no fault of the contractor.

27.9 All garbage, refuse, rubbish and all other loose materials must be placed in containers of galvanized metal or other non-corrodible material or suitable three mill "poly" bags, water tight with handles and lids to be rodent proof, commonly sold as a garbage can, or a container of suitable gauge and construction to insure durability, and of a capacity of not less than 10 gallons and not to exceed thirty gallons, with the exception of carts provided by the Contractor pursuant to this Agreement. Any wet garbage must be wrapped. Newspapers, if not placed in containers, must be tied and bundled. Fiber drums, oil drums, cylindrical metal barrels, and cardboard containers, all of which present difficulties in rain and freezing conditions, shall not be permitted.

27.10 The Contractor shall not be responsible to collect un-bagged leaves, trees, branches shrubs and bushes, house construction materials from either new construction, remodeling and/or repairs, whether interior or exterior, furnaces, bath tubs, shower stalls and other large plumbing fixtures, doors and windows, and other items that are attached to and considered as part of a home or residence. The items set forth in this Section 31.10 are non-household refuse and are subject to private contractor commercial collections and disposal arrangements by a property owner.

27.11 Residents may place an unlimited number of properly prepared disposal units at the curb for collection each week, and the Contractor shall collect all properly prepared disposal units.

## **27.1 VEHICLES AND EQUIPMENT.**

28.1 All vehicles shall clearly display on both sides of each vehicle, the name of the Contractor, a local or toll free telephone number, and a vehicle identification number.

28.2 In the event that any vehicle is not properly operable, a substitute vehicle which meets the operating standards specified in this subsection and in subsection 34.3 hereof shall be immediately be provided.

28.3 All of the Contractor's vehicles operated within the Village shall be fully enclosed, leak-proof vehicles, operated so that no refuse or landscape waste leaks, spills, or blows off the vehicles. Drain plugs, if available, shall be kept sealed, except during collections in rainy weather.

28.4 The Contractor shall be solely responsible for collecting or cleaning up any litter, fluids, refuse, or landscape waste which may leak, spill, or blow off a vehicle due to the vehicle operator's failure to properly monitor the load, to operate the vehicle, or due to failure of any mechanism.

28.5 If such litter or fluids are not cleaned up after verbal or written notice from the Village, the Village may, but shall not be obligated to, clean up such litter or fluids. In such an event, the Contractor shall fully reimburse the Village for any costs incurred for cleanup.

28.6 Upon the Village's request, the Contractor shall make all vehicles available for an annual inspection during regular business hours.

28.7 The Contractor shall keep all of the equipment used in performance of the work aforesaid in a clean, sanitary condition and will thoroughly disinfect each vehicle at least once each week unless the same has not been used since the last disinfection thereof. All refuse trucks shall be covered, all metal type and no garbage or refuse shall be permitted to leak from, fall or blow from such vehicle. All trucks must be operable from both sides of the cab, providing the driver safe entrance and exit, out of the flow of the traffic. Where possible, all refuse must be collected from one side of the street at a time with the truck moving with the flow of traffic, so as not to create any type of street blockage or related hazard to other-drivers or pedestrians.

## **29.0 PROPER DISPOSAL OR PROCESSING.**

### 29.1 General Requirements:

- a) The Contractor shall remove all collected refuse and landscape waste from the Village as soon as the materials are collected, but in any event no later than 6:00 p.m. on the day of collection.
- b) The Contractor shall dispose of all refuse and landscape waste before the vehicle returns to the Village the following service day.

### 29.2 Refuse Requirements:

- a) The Contractor shall own, co-own, rent, lease, control, or otherwise have access to transfer stations, landfills, or waste-to-energy incinerators with sufficient capacity to dispose of all collected refuse within the Village under all circumstances.
- b) The contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time, to time, governing the disposal of refuse at said facility.
- c) Upon the Village's request, Contractor shall provide to the Village the name and location of the any disposal facility it intends to use during the term of this Agreement.
- d) Upon the Village's request, the Contractor shall provide the Village with proof that such facility complies with all laws and regulations governing such facilities.
- e) Upon reasonable notice, the Village shall have the right to visit and inspect such facilities during regular business hours.
- f) The Contractor shall notify the Village of any changes in the refuse disposal facilities.
- g) Within seven (7) days of the Village's written request, the Contractor shall furnish the Village with reasonable assurances concerning the availability of adequate facility capacity for disposal of refuse collected under this Agreement.

**30.0 DECLARATION OF DISASTER AND REQUEST FOR ADDITIONAL SERVICES.**

30.1 Upon the Village President's declaration of a disaster and the Contractor's receipt of the Village's written request for additional refuse service, the Contractor shall provide, in a timely manner, all additional service requested to collect and dispose of all additional refuse that may be generated as a result of such disaster. The charge for such services shall be [TBD by Bid].

30.2 In the event of a regional disaster, including one or more communities within twenty (20) miles of the Village's corporate limits, the Contractor shall not give preference to providing disaster services to any other community.

**31.0 NOTICES.**

31.1 Any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by facsimile, e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to the Village:

Village President  
Village of Alsip  
4500 West 123rd Street  
Alsip, Illinois 60803  
Fax: 708-385-5961

with copies to:

Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.  
631 E. Boughton Rd, Suite 200  
Bolingbrook, IL 60440-3098

If to the Contractor:

[TBD]

31.2 Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

31.3 Notice delivered by messenger, overnight delivery, facsimile, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

**32.0 EFFECTIVE DATE.**

32.1 The effective date of this Agreement shall be the date that the Village Clerk for the Village attests the signature of the Village President as set forth below.

**33.0 ENTIRE AGREEMENT**

33.1 This Agreement contains the entire agreement between the Parties respecting the matters herein set forth, except where specifically noted otherwise, and supersedes all prior agreements among the Parties hereto respecting such matters, if any, there being no other oral or written promises, conditions, representations, understandings, warranties or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either Party.

33.2 No agreement, amendment, modification, understanding or waiver of or with respect to this Agreement or any term, provision, covenant or condition hereof, nor any approval or consent given under or with respect to this Agreement, shall be effective for any purpose unless contained in writing signed by the Party against which such agreement, amendment, modification, understanding, waiver, approval or consent is asserted.

**34.0 BINDING AUTHORITY.**

34.1 The individuals executing this Agreement on behalf of the Village and the Contractor represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**35.0 CAPTIONS AND SECTION HEADINGS.**

35.1 Captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**THE PARTIES TO THIS AGREEMENT** by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms.

**VILLAGE OF ALSIP**

**[Contractor TBD]**