

## **Requests for Proposals**

### **Residential Refuse and Recycling**

The Village of Alsip invites qualified firms to submit proposals for the provision of residential refuse, and recycling, 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, and recyclables, from all Senior properties within the Village. Alsip Heritage 1 is located at 11949 S. Ridgeway. The second location is Heritage 2 located at 3715 W. 123<sup>rd</sup>.

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.

#### **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 you are currently servicing in the State of Illinois, along with a summary of charges per Building 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:**

Facilities Manager, Rodger Early, is available to provide additional information regarding the proposal process. She can be contacted at (708) 385-6902 x 328 or at [rearly@villageofalsip.org](mailto:rearly@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 December. The successful Company will be expected to initiate service on February 1<sup>st</sup>, 2020.

### **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:

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

All proposals must be received no later than 1:00 p.m., Monday, November 25th. 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 1:00 p.m. on November 25, 2019 will not be opened or considered. Proposals will then be reviewed by the Finance Committee, & Village Properties Committee which will make a recommendation to the full Village Board, which will award the contract on a Date To Be Determined.

## **WASTE COLLECTION SERVICES AGREEMENT BETWEEN THE VILLAGE OF ALSIP AND [TBD]**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the VILLAGE OF ALSIP, an Illinois home rule municipal corporation (“Village”), and TBD. (“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 container collection and disposal (see schedule below) and recycling on Fridays on a weekly basis of Waste Materials in enclosed trucks from Alsip Heritage I and Alsip Heritage II. “Waste Materials” means non-hazardous municipal solid waste, white goods, recycling materials and yard waste. Waste Materials do not include Unacceptable Waste. “Unacceptable Waste” means hazardous materials, wastes or substances; toxic substances, wastes or pollutants, contaminants; pollutants, infectious wastes, medical wastes, or radioactive wastes, each as defined by applicable federal, state or local laws, regulations or permits; a Covered Electronic Device or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server, as defined and prohibited by the Electronic Products Recycling and Refuse Act (415 ILCS 150/).

Contractor shall provide the following services to the Village of Alsip:

Village of Alsip Properties:

Alsip Heritage #1 located at 11949 S. Ridgeway: Scheduled pickup should be every Tuesday and Friday. It will need to either be the first pickup of the day or the truck must be completely empty to prevent damage to the asphalt. If scheduled pickups are missed due to a holiday it should be picked up the following day.

- 7 each 6 Yard Low Entry Dumpster
- 14 each 65 gallon Recycle Toter (See Section 5.1 for details)

Alsip Heritage #2 located at 3715 W. 123<sup>rd</sup> Place: Scheduled pickup should be every Monday, Wednesday, and Friday. It will either need to be the first pickup of the day or the truck must be completely empty to prevent damage to the asphalt. If scheduled pickups are missed due to a holiday it should be picked up the following day.

- 5 each 2 Yard Dumpster
- 4 each 4 Yard Low Entry Dumpster
- 2 each 6 Yard Low Entry Dumpster
- 2 each 8 Yard Low Entry Dumpster
- 26 each 65 gallon Recycle Toter (See Section 5.1 for details)

### **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:

On the table on the last page of this document list, for February 1, 2020 – January 31, 2025, plus the two subsequent option years, total prices for each year for all dumpsters and recycling totes listed in Section 2.1 above

3.2 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. The Village shall decide whether to pay by electronically, by check, or by credit card and all three (3) payment options shall be available to the Village without additional charges.

3.3 The Contractor shall furnish disposal service and dumpsters of specified size for both Alsip Heritage I and Alsip Heritage II buildings without any compensation thereof. If a dumpster needs to be replaced there is to be no additional charges for the replacement. There should be no additional surcharges.

3.4 Additional services requested by the Village of Alsip 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 February 1, 2020, and expiring at 12 a.m. on January 31, 2025, 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 ninety (90) days prior to the expiration of this agreement or any extension thereof. The prices during any such extension shall be as provided in Section 3.1 above.

### **5.0 COLLECTION CARTS.**

5.1 The Contractor shall make available to Alsip Heritage residents, from the onset of this contract, two (2) wheeled semi-automated recyclable collection carts to be used by residents to store recyclable for weekly collection. This cart must be of at least sixty-five (65) 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 buildings 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 sixty-five (65) gallon 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 comply with the applicable provisions of the Prevailing Wage Act (820 ILCS 130/) and all applicable state regulations relating thereto.

## **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.

12.2 The Waste Materials shall not contain any Unacceptable Waste. Notwithstanding any other provision of this Agreement, ownership of Unacceptable Waste shall not pass to Contractor. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered, Contractor may, in its sole discretion, remove, transport, and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The Village shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the depositor or generator the costs incurred by Contractor in connection with the Unacceptable Waste. Subject to the Village providing reasonable assistance to Contractor as set forth herein, Contractor shall release the Village from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributable to the Village.

## **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 negligence or willful misconduct in the 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.

14.8 The Contractor shall be responsible for any damage to the Village's pavement, curbing or other driving surfaces resulting from Contractor's provision of services under this contract, except to the extent caused by Contractor's negligent acts or willful misconduct.



## 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 combined.	\$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 annual aggregate.	\$5,000,000 per occurrence.
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, including sealcoating, or permit construction on any street, driveways, or parking lots, 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 22.0 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 23.0 hereof.

21.9 In addition to damages otherwise available by law, the Village may seek liquidated 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 \$100.00 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.

## **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 21.0 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 establish and maintain an office to which the public and Village personnel may call or send inquiries and complaints, and from which the public and Village personnel may receive instructions.

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 consisting of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, and such other holidays as may be agreed to in writing by the Parties.

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 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.

24.9 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 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.

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 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.

27.5 The Contractor shall be responsible for collecting or cleaning up refuse, recyclables, or litter that has blown, fallen, leaked or been scattered from bags, cans, bins, or other containers through the inherent fault of the contractor.

## **28.0 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 28.3 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:  
Michael Cainkar  
Louis F. Cainkar, Ltd.  
30 North LaSalle Street – Suite 3430  
Chicago, IL 60602-3337

If to the Contractor:  
TBD

With copies to:  
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

[TBD]

\_\_\_\_\_  
Village President

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

Attest:

\_\_\_\_\_  
Village Clerk

Name of Contractor Providing Proposal: \_\_\_\_\_

	Prices per month		Price per year
2020		2020	
2021		2021	
2022		2022	
2023		2023	
2024		2024	
2025		2025	
2026 (optional)		2026 (optional)	
2027 (optional)		2027 (optional)	

*The Mayor and Board of Trustees of the Village of Alsip reserve the right to select any proposal, based upon rates, qualifications, recommendations, or any other criteria. The Village may reject any and all proposals, waive any technicalities, and make any necessary decisions that the Village Board decides are in the best interest of the Village of Alsip.*

Possible Deviations from the Draft Contract

Without the Refuse Contractor stating otherwise below on this page, the prices submitted above are expected to be in full the agreement to the proposed contract that it was attached to. However, if the Refuse Contractor wants to propose alternate terms as part of the proposal then please list those changes below so that they will be considered in conjunction with the proposed rates above.

1. Payment Terms: If this proposal does not agree to the full terms of payment options stated in Section 3.2, please disclose proposed changes to that section in the lines immediately below.

---



---

2. Dumpsters or Tote Changes: Section 2.1 and Section 5.5 outline specific dumpster and tote requirements. If the bid contains similar, but different, containers, then list those containers in the lines immediately below.

---



---

3. Collection Days: Section 2.1 outlines specific collection days. If the bid contains different collection days, then list the collection schedule immediately below.

---



---

4. Other: If there are any other changes that are needed with respect to the proposed rates above, please list that (those) change(s) immediately below.

---



---