

**VILLAGE OF ALSIP  
4500 WEST 123<sup>RD</sup> STREET  
ALSIP, ILLINOIS 60803**

**REQUEST FOR PROPOSALS FOR FRANCHISE AGREEMENT  
FOR SCAVENGER SERVICES**

The Village of Alsip has prepared a Request for Proposals for a Franchise Agreement for Scavenger Services (the “RFP”) for the five-year period of January 1, 2022 through December 31, 2026. Copies of the RFP are available by contacting Becky Smith at [bsmith@villageofalsip.org](mailto:bsmith@villageofalsip.org) or by calling (708) 385-6902, Ext. 317. The Franchise Agreement will provide the exclusive right to collect and dispose of municipal waste, recycling materials and landscape waste for approximately 5,017 residential dwelling units with monthly payments to be made by the Village. All proposals must be submitted to the Village no later than 11:00 a.m. on October 11, 2021.

**FRANCHISE AGREEMENT FOR SCAVENGER SERVICES BETWEEN THE VILLAGE OF ALSIP, COOK COUNTY, ILLINOIS, AND [NAME OF CONTRACTOR] FOR THE PERIOD OF JANUARY 1, 2021 THROUGH DECEMBER 31, 2026**

The Village of Alsip, an Illinois municipal corporation located at 4500 West 123<sup>rd</sup> Street, Alsip, Cook County, Illinois 60803 (the "Village") and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ (the "Contractor") (each a "Party" and collectively "Parties"), enter into this franchise agreement for scavenger services ("Agreement") as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), as follows:

1. **EXCLUSIVE AUTHORIZATION.** The Village grants exclusive authority and approval to the Contractor to collect and dispose of all garbage, landscape waste, and recyclables from all single-family and multi-family (four (4) units or less) dwellings (each a "dwelling unit") in the Village ("scavenger services") (current approximation is 5,017 serviceable dwelling units). The Contractor is not obligated to provide scavenger services on Saturdays, Sundays, or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. In the event a holiday occurs on a scavenger service day, scavenger services scheduled for that day, shall be delayed by one (1) business day. If necessary, scavenger services shall be provided on Saturday of such a holiday week. Unless specifically identified herein, the Contractor's obligations hereunder only extend to non-hazardous municipal solid waste, white goods, recycling materials, and landscape waste.

2. **TERM.** This Agreement shall be and remain in effect for an initial term commencing on January 1, 2022 and expiring on December 31, 2026 ("Initial Term"). The Agreement may be extended for an additional three-year term ("Additional Term") through December 31, 2029, upon the mutual written consent of the Parties to occur no later than September 1, 2026. The provisions of this Agreement governing the Initial Term shall remain in effect for the Additional Term unless modified by the Parties in writing. Each contract year under this Agreement shall be from January 1 through December 31.

3. **GARBAGE SERVICES.** Unless otherwise provided herein, the Contractor shall collect and dispose of garbage and other household refuse ("garbage") from all dwelling units without limitation as to amount weekly between 6:00 A.M. and 6:00 P.M. on Fridays. Contractor shall remove Christmas trees at no additional charge for a period of two (2) weeks each January, with the dates of such collection to be mutually determined by Village and Contractor. All garbage must be placed in a Garbage Toter (as defined below), garbage bag or can, except for bulk items or other white goods. All garbage shall be disposed of by Contractor at facilities approved or permitted by the Illinois Environmental Protection Agency, in compliance with the Illinois Environmental Protection Act, or in compliance with the laws of another state.

4. **LANDSCAPE WASTE SERVICES.** Contractor shall collect and dispose of landscape waste from all dwelling units without limitation as to amount weekly using the same service day as garbage, but only during the period from April 1 through November 30 of the

calendar year. Landscape waste (grass, leaves, branches, brush and other vegetative waste, excluding dirt, clay or other inorganic material) must not be mixed with garbage. Landscape waste shall be placed in an appropriately labeled container or bag, provided no single container or bag shall be in excess of a 33-gallon capacity or fifty (50) pounds. Tree and shrub trimmings shall be tied and in bundles not exceeding fifty (50) pounds and forty-one (41") inches in length. Landscape waste may not be placed in plastic bags, drums or fiber drums. All landscape waste shall be disposed of by Contractor at facilities approved or permitted by the Illinois Environmental Protection Agency, in compliance with the Illinois Environmental Protection Act, or in compliance with the laws of another state.

5. **RECYCLABLE SERVICES.** The Contractor shall collect and dispose of recyclables from all dwelling units without limitation as to amount weekly during the same service day as garbage. All recyclables must be placed in Recycling Toters (as defined below), excepting excess recyclables. The recyclables placed in the Recycling Toters and other containers shall be limited to those materials enumerated in Exhibit "A." The types of recyclables to be collected and disposed of may be changed upon the mutual agreement of the Parties depending upon market conditions and all applicable laws. All proceeds from the sale of recyclables shall be the property of the Contractor.

6. **GOVERNMENTAL SERVICES.** The Contractor shall provide the following scavenger services to the Village at no charge:

Village of Alsip Properties:

Village Hall and Police Station, 4500 West 123<sup>rd</sup> Street, Alsip; provide one (1) six (6) cubic yard trash container; collection twice per week.

Public Works, 12221 South Orchard Avenue, Alsip; provide one (1) four (4) cubic yard trash container; collection once per week.

Pumping Station, 4121 West 117<sup>th</sup> Street, Alsip; provide one (1) one and one-half (1.5) cubic yard trash container; collection twice per week.

Fire Station No. 1, 12600 South Pulaski Avenue, Alsip; provide one (1) four (4) cubic yard trash container; collection once per week.

Fire Station No. 2, 11946 South Laramie Avenue, Alsip; provide one (1) four (4) cubic yard trash container; collection once per week.

Boat Launch, 5500 Platter, Alsip; provide one (1) four (4) cubic yard trash container; collection once per week.

Baseball Fields, 11740 South Karlov Avenue, Alsip; provide four (4) one and one-half (1.5) cubic yard trash containers; collection once per week.

Baseball Fields, 11900 South Keeler Avenue, Alsip; provide three (3) one and one-half (1.5) cubic yard trash containers; collection twice per week.

Special Events:

Summer Fest; provide three (3) thirty (30) cubic yard trash containers and twenty (20) carts.

National Night Out; provide two (2) thirty (30) cubic yard trash containers and twenty (20) carts.

Winter Carnival; provide two (2) thirty (30) cubic yard trash containers and twenty (20) carts.

Fun Fest; one (1) thirty (30) cubic yard trash containers and ten (10) carts.

The Village may deliver landscape waste, including wood chips, to the Contractor's facility for disposal at no charge.

7. **FREE BULK ITEM SERVICE.** The Contractor shall provide each dwelling unit receiving scavenger services with "Free Bulk Item Pickup," as hereinafter defined, on regularly scheduled garbage service days. "Free Bulk Item Pickup" means the free collection on each occasion of up to two (2) bulk items (including, without limitation, sofas or other pieces of furniture) and/or household appliances commonly referred to as "white goods" (including, without limitation, stoves and refrigerators), each such item being larger than one (1) cubic yard and/or weighing more than fifty (50) pounds. Except for the Free Bulk Item Pickups described herein, the Contractor shall collect and dispose of bulk materials and white goods in excess of one (1) cubic yard or fifty (50) pounds, which are not otherwise included in the weekly collection of garbage as a Free Bulk Item Pickup, at the request of a resident (upon such arrangements as may be agreed to by resident and Contractor), and shall invoice the resident according to the following rates:

INITIAL TERM

1/1/2022 - 12/31/2022: \$[Proposal]

1/1/2023 - 12/31/2023: \$[Proposal]

1/1/2024 - 12/31/2024: \$[Proposal]

1/1/2025 - 12/31/2025: \$[Proposal]

1/1/2026 - 12/31/2026: \$[Proposal]

ADDITIONAL TERM

1/1/2027 - 12/31/2027: \$[Proposal]

1/1/2028 - 12/31/2028: \$[Proposal]

1/1/2029 - 12/31/2029: \$[Proposal]

8. **GARBAGE AND RECYCLING TOTERS AND CONTAINERS.** The Contractor shall provide one 95-gallon wheeled-cart for garbage ("Garbage Toter") and one 65-gallon wheeled-cart for recyclables ("Recycling Toter") to each dwelling unit at no cost. The Contractor shall be responsible for the distribution, maintenance, replacement of Garbage and Recycling Toters. Toters shall be distributed by the Contractor to residents no later than December 30, 2021. Toters that are not in good working condition shall be repaired or replaced Contractor within forty-eight (48) hours of notification at no additional charge. Lost or stolen toters shall be replaced by Contractor at no additional charge. The make and model of all toters to be distributed and used shall be subject to the prior approval of the Village. All toters shall be and remain the property of Contractor. The Contractor shall provide additional toters to any resident who requests the same and shall invoice the resident for such equipment at a rate of \$[Proposal] per month per Garbage Toter and \$[Proposal] per Recycling Toter. Additionally, the Contractor shall supply the appropriate number and size containers to multi-family buildings to be serviced under this Agreement at no additional cost. Currently, Exhibit "B" identifies the multi-family buildings, the number and size of containers required to be supplied to each, and the number of times Contractor is required to empty those containers each week.

9. **CONSTRUCTION DEBRIS.** Contractor shall arrange for, remove and dispose of garbage from dwelling units that is generated by resident construction/demolition or other home improvement activities, which does not otherwise qualify for a Free Bulk Item Pickup. Contractor shall invoice any resident requesting such service according to the following rates per cubic yard:

INITIAL TERM

1/1/2022 - 12/31/2022: \$[Proposal]

1/1/2023 - 12/31/2023: \$[Proposal]

1/1/2024 - 12/31/2024: \$[Proposal]

1/1/2025 - 12/31/2025: \$[Proposal]

1/1/2026 - 12/31/2026: \$[Proposal]

ADDITIONAL TERM

1/1/2027 - 12/31/2027: \$[Proposal]

1/1/2028 - 12/31/2028: \$[Proposal]

1/1/2029 - 12/31/2029: \$[Proposal]

At the request of a resident, Contractor shall arrange and provide roll-off dumpsters for any dwelling unit for garbage generated by resident construction/demolition or other home improvement activities. Contractor shall charge any resident requesting roll-off dumpsters according to the specific rates per type, per pull, plus weight overage, as set forth in Exhibit "C." Notwithstanding anything herein to the contrary, the Contractor shall not provide the service or

equipment contemplated under this section unless the resident of the dwelling unit has provided Contractor with a copy of his/her current Village-issued building permit for the work. Contractor shall give notice to Village of any dwelling unit that has garbage curbside for general monthly service which appears to have been generated by construction/demolition or other home improvement activity.

10. **GENERAL MONTHLY SERVICE CHARGE.** The Village shall pay the Contractor an amount as invoiced, no later than thirty (30) days after receipt of the Contractor's monthly invoice, based on the following rates per month per dwelling unit for general scavenger services:

INITIAL TERM

1/1/2022 - 12/31/2022: \$[Proposal]  
1/1/2023 - 12/31/2023: \$[Proposal]  
1/1/2024 - 12/31/2024: \$[Proposal]  
1/1/2025 - 12/31/2025: \$[Proposal]  
1/1/2026 - 12/31/2026: \$[Proposal]

ADDITIONAL TERM

1/1/2027 - 12/31/2027: \$[Proposal]  
1/1/2028 - 12/31/2028: \$[Proposal]  
1/1/2029 - 12/31/2029: \$[Proposal]

In the event of a change in law that increases any tax or fee paid with respect to the collection or disposal of waste, landscape waste or recyclables, which tax or fee is imposed upon the Contractor with respect to collections or disposal under this Agreement, then the amount of such increase shall be passed through and billed to the Village in addition to the above monthly rates. To the extent appropriate, the Village will provide Contractor with its sales tax exemption number.

11. **E-WASTE COLLECTION.** At the request by a resident, the Contractor shall provide e-waste collection services for "covered electronic device(s)," as defined in Section 10 of the Electronic Products Recycling and Reuse Act, 415 ILCS 150/10, no more frequently than one (1) time per month at a date and time scheduled by the resident through the Contractor. E-waste collection shall only be a part of this Agreement if this paragraph is initialed by the Village and Contractor. If initialed, the Contractor shall invoice the Village an additional \$[Proposal] per month per dwelling unit for providing e-waste collection services whether or whether not utilized by residents. The amount to be invoiced to the Village shall be increased annually by [Proposal]% after the first year of the initial term. Only items originating from households are eligible. No business items are eligible.

Contractor: \_\_\_\_\_

Village: \_\_\_\_\_

12. **TITLE TO GARBAGE, LANDSCAPE WASTE, AND RECYCLABLES.** Title to all garbage, landscape waste, and recyclables and all other incidents of ownership of the waste materials picked up by Contractor shall pass and transfer to Contractor when such materials are placed into the collection vehicle.

13. **CHANGE TO SCAVENGER SERVICE.** If the Village determines that a change in the type or method of scavenger services provided by the Contractor is necessary or desirable, the Village shall notify the Contractor of such request in writing at least thirty (30) days prior to the date of the desired commencement, and the Village and the Contractor shall negotiate the terms and price for such changes to be provided under this Agreement. The original terms of this Agreement shall govern in the event the Village and Contractor cannot agree as to the terms or pricing of such changes.

14. **INVOICING ADDITIONAL CHARGES.** The Village's responsibility to pay Contractor for scavenger services is limited to monthly service charges for general scavenger services. Any additional charges for equipment or services provided to residents shall be arranged by the Contractor and resident, invoiced by Contractor to the resident, and collected by Contractor from the resident.

15. **LOCATION OF COLLECTION.** Unless special arrangements are made, residents shall place for pick up all garbage, recyclables and landscape waste either curbside in front of their dwelling unit or in the alley behind their dwelling unit, as appropriate, no sooner than 5:00 P.M. on day before the scheduled service day. Contractor shall not be required to pick-up garbage, recyclables and landscape waste that is not placed at appropriate locations. Contractor shall return emptied scavenger containers neatly to a location in close proximity where originally found.

16. **DEVELOPMENT/ANNEXATION.** Contractor shall provide scavenger services to any newly developed/constructed dwelling unit or to any dwelling unit in an area annexed into the corporate limits of the Village during the term of this Agreement under the same terms and conditions as are set forth herein.

17. **CONTRACTOR PERSONNEL, SERVICES, VEHICLES, AND EQUIPMENT.** Contractor shall provide such personnel, vehicles and equipment sufficient to perform its responsibilities in the manner that is consistent with industry standards, as prescribed under this Agreement, and otherwise in accordance with applicable laws. All vehicles shall maintained in a good and operable condition, clean, and otherwise free of leaks or spills. 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.

18. **CONTRACTOR OPERATIONS.** The Contractor shall comply with all applicable federal, state, and local laws, regulations and rules now or hereinafter put in place governing its operations including the collection, disposal, and processing of refuse, recyclables, landscape waste, and other items collected in the performance of this Agreement. The Contractor shall exercise precaution at all times to avoid injury or damage to persons and

property. Contractor shall immediately notify the Village in the event that it is involved in an accident involving injury or damage to persons or property during the performance of this Agreement. The Contractor shall promptly repair or replace any property damaged by its employees or agents at no charge to the property owner. In the event Contractor fails to repair or replace such damaged property within ten (10) days from the date of occurrence, the Village shall be authorized to repair/replace the same and deduct the costs therefor from the amount owed to Contractor under a future monthly invoice.

19. **CUSTOMER SERVICE.** The Contractor shall establish and maintain a Customer Service Office for calls, inquiries and complaints. The Contractor shall equip the Customer Service Office with a sufficient number of telephones and personnel to accommodate such inquires and shall provide management personnel to supervise such office during collection hours. Except as otherwise directed by the Village, customer service personnel shall be available at least between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except during holidays when scavenger services are not provided. The Contractor shall resolve all complaints, and provide notice to the Village of such resolution, concerning services under this Agreement within twenty-four (24) hours after notice of such complaint. Additionally, the Contractor shall provide the Village with at least one (1) telephone number that may be used by Village personnel to communicate with the Contractor after regular business hours or during an emergency.

20. **SEMI-ANNUAL MEETING.** Contractor shall, at the request of the Village, meet with Village representatives for the purpose of reviewing and discussing the Contractor's performance under this Agreement. The Contractor shall submit to the Village a report at least seven (7) days prior to such meeting which shall include, at a minimum, garbage and recycling volume, as well as customer service reports.

21. **INSURANCE.** Contractor shall procure and maintain during the term of this Agreement, the following minimum insurance coverage:

**Workers' Compensation**

Coverage A – Statutory

Coverage B – Employers Liability

\$1,000,000 each bodily injury by accident

\$1,000,000 policy limit bodily injury by disease

\$1,000,000 each occurrence bodily injury by disease

**Commercial General Liability,  
including “occurrence” coverage for:**

Premises and operations, independent  
Contractors protective, contractual  
Liability, broad form property damage  
and XCU hazards combined

\$5,000,000 each bodily injury and property damage  
combined



	\$5,000,000 annual aggregate per location for bodily injury and property damage combined
Products and completed operations (including brad form property damage	\$5,000,000 per occurrence for bodily injury and property damage combined
	\$5,000,000 annual aggregate per location for bodily and property damage combined
Personal injury liability	\$5,000,000 per occurrence \$5,000,000 aggregate
<b><u>Business Auto Liability (including owned, non-owned and hired vehicles and coverage for environmental liability)</u></b>	\$5,000,000 each accident for bodily injury and \$5,000,000 for property damage
<b>Pollution Liability</b>	\$5,000,000 per occurrence \$5,000,000 aggregate
<b>Excess Liability (umbrella)</b>	\$5,000,000

All liability coverages shall be written on an occurrence basis. All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by the Village. All policies shall be in such form and issued by such companies carrying an A.M. Best's financial rating of at least A, and a FSC of X. Contractor shall furnish the Village with certificates of insurance, evidencing that such coverage is in effect. Such certificates shall: (a) provide for thirty (30) days prior written notice to Village of cancellation or reduction in coverage; (b) show Village as an additional insured; and (c) contain waivers of subrogation in favor of Village (excluding Workers' Compensation policy). In addition, the following requirements apply: (a) the Commercial General Liability policy shall include a contractual liability endorsement covering Contractor's contractual indemnification as set forth in Section 22 of this Agreement; and (b) the policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

22. **INDEMNIFICATION.** The Contractor hereby agrees to indemnify, defend, and hold harmless the Village, its officers and employees, from all claims, liabilities, penalties, fines and expenses (including reasonable attorney's fees) of any kind related to: (a) the acts or omissions of the Contractor, its employees, agents, or assigns; (b) the breach of any material obligation under this Agreement by the Contractor, its employees, agents, or assigns; (c) the costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorney's fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, as amended from time to time; (d) violations of any and all

other applicable statutes, regulations, rules, ordinances, and under common law, including, but not limited to, those governing any release or threatened release of any hazardous substance or materials collected by Contractor before or after its disposal; and (e) any assertion of claims under the Illinois Worker's Compensation Act or similar acts made by persons furnished by the Contractor.

23. **PERFORMANCE BOND.** Upon the execution of this Agreement, Contractor shall furnish to the Village, for the Village's benefit, a copy of a performance bond from a bond surety company carrying an A.M. Best's financial rating of at least A, and a FSC of X, in the penal amount Fifty Thousand Dollars and No/100 (\$50,000). The Contractor shall require the attorney in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The performance bonds shall specify that the surety agrees that all undertakings, covenants, terms, conditions and understandings of this Agreement will be performed and fulfilled upon an Event of Default by Contractor. The bond shall be maintained by the Contractor and shall remain in full force and effect throughout the term of this Agreement. If at any time the Village becomes dissatisfied with any surety then upon the bond, or for any other reason such bond shall cease to be adequate security, the Village shall provide notice to the Contractor, and no later than five (5) days after notice to do so, Contractor shall substitute acceptable bonds in such forms and sum and signed by such other sureties, as may be satisfactory to the Village. In the event the surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or if it shall be declared bankrupt or if it shall file a voluntary petition in bankruptcy or shall become in the opinion of the Village insolvent, the Contractor shall agree forthwith upon the request of the Village to furnish and maintain other corporate surety with respect to such bond satisfactory to the Village.

24. **DEFAULT.** Failure on the part of either Party to comply with any material term, representation, warranty, covenant, agreement, or condition of this Agreement within five (5) days after written notice thereof shall constitute an "Event of Default." Monetary defaults shall be governed by a thirty (30) day cure/notice period. A non-defaulting Party may terminate this Agreement upon an Event of Default by notice to the other Party. No failure by Village or Contractor shall be actionable or be of other consequence unless and until it shall constitute an Event of Default. In the Event of Default by the Village in the performance of any of its obligations under this Agreement, Contractor's sole remedy shall be specific performance of the Agreement (which may include payment of money, whether or not denoted as damages). In the Event of Default by the Contractor in the performance of any of its obligations under this Agreement, the Village's remedies shall be specific performance (including payment of money, whether or not denoted as damages), damages, such other rights or remedies as it may be entitled to under the law. The Village shall not be liable to Contractor for consequential damages or lost profits.

25. **PREVAILING PARTY.** In the event that either Party hereto institutes legal proceedings against the other for a violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the losing Party all expenses of such legal proceedings incurred by the prevailing Party, including, but not limited to, court costs, attorneys' fees and witnesses' fees incurred by the prevailing Party in connection therewith.

26. **COMPLIANCE WITH LAWS.** The Contractor agrees to operate in strict compliance with all federal and state laws, including but not limited to the Environmental Protection Act.

27. **ASSIGNMENT/SUBCONTRACTING.** This Agreement may not be assigned or subcontracted in whole or in part without the written consent of the Village.

28. **RECORDS AND AUDIT.** The Village has the right to review and audit all records of the Contractor as such records relate to Contractor's obligations under this Agreement. The Contractor shall keep its financial books and records in such a state that will readily facilitate the review of the Contractor's billing and scavenger services.

29. **REPORTS.** Contractor shall provide to the Village information detailing the amount of garbage, landscape waste and recyclables collected and disposed of each year no later than thirty (30) days after August 30 of each calendar year this Agreement is in effect.

30. **INDEPENDENT CONTRACTOR.** The Contractor is not an agent of the Village and shall at all times perform the work and services hereunder as an independent contractor. The Contractor shall have the exclusive right and control over the manner of performance of its employees. The Contractor shall at its sole cost and expense, furnish all labor, equipment, materials and supplies to accomplish the services provided for herein except as specifically designated as a responsibility of the Village.

31. **NOTICE.** All notices, demands, requests or other communications under or in respect of this Agreement, shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to Village and Contractor at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) if to Village: Village of Alsip  
Attn: Mayor  
4500 West 123<sup>rd</sup> Street  
Alsip, Illinois 60803  
708-385-6902
- (2) copy to: Joseph Cainkar  
Louis F. Cainkar, Ltd.  
30 North LaSalle, Suite 3430  
Chicago, IL 60602  
312-236-3985  
joe@lfltd.net
- (3) if to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) copy to:

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Whenever any Party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such Party shall do so in such number of copies as shall be reasonably specified.

32. **BINDING EFFECT.** The Agreement shall binding upon and inure to the benefit of the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, and executors.

33. **RIGHTS CUMULATIVE.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

34. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be deemed an agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois. The jurisdiction and venue for any proceedings relative to this Agreement shall be in the Circuit Court of Cook County, Illinois.

35. **WRITTEN MODIFICATION.** Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by the Parties.

36. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

37. **NON-WAIVER.** The Parties shall be under no obligation to exercise any of the rights granted to them in this Agreement. The failure of the Parties to exercise at any time any right granted to them shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the right to enforce that right or any other right.

38. **SEVERABILITY.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced

so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

39. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties on the subject matter hereof. The Parties represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other Party unless expressed in writing herein or by written modification pursuant to Section 35 hereof.

40. **INTERPRETATION.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

41. **PERSONAL LIABILITY.** No covenant or agreement contained in this Agreement shall be deemed to be the agreement of any official, officer, partner, member, director, agent, employee, planning consultant or attorney of the Village or Contractor, in his or her individual capacity, and no official, officer, partner, member, manager, director, agent, employee or attorney of the Village or Contractor shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery, and performance of this Agreement, or any failure in connection therewith.

42. **FORCE MAJEURE.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by an act of God, fire, flood, explosion, riot, war, sabotage, terrorism, vandalism, restraint of government, labor strikes other than those of the Parties hereto, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which acts, events or occurrences are not caused or attributable to the Party relying thereupon.

43. **WARRANTIES.** The Village hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities. The Contractor hereby warrants and represents to the Village that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and that neither the execution of this Agreement nor the performance of the obligations assumed by Contractor will: (a) result in a breach or default under any agreement to which Contractor is a party or to which its property is bound; or (b) violate any statute, law, restriction, court order, or agreement to which the Contractor is subject.

44. **OTHER WASTE.** This Agreement is not intended govern, apply, or require Contractor to collect and dispose of hazardous waste, as defined by the Illinois Environmental Protection Act, or other unacceptable waste.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed on the Effective Date.

\_\_\_\_\_, a  
\_\_\_\_\_ corporation,

THE VILLAGE OF ALSIP, an  
Illinois municipal corporation,

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

\_\_\_\_\_  
John D. Ryan, Mayor

( CORPORATE )  
( SEAL )

## **EXHIBIT A**

### LIST OF RECYCLABLES

#### ACCEPTABLE MATERIALS

- Glass bottles or jars (all colors)
- Aluminum cans
- Clean tin foil
- Plastic bottles and containers with the following numbers:
  - #1 PET
  - #2 HDPE
  - #3 PVC Bottles
  - #4 LDPE
  - #5 pp
  - #7 Narrow neck grocery containers
- Six and twelve pack rings
- Newspaper
- Direct mail, bills, envelopes
- Magazines and catalogs
- Telephone directories
- Office and school paper
- Brown paper bags
- Paperboard and chipboard (cereal boxes)
- Wet strength cardboard (beverage cartons)
- Corrugated cardboard (pieces < 3'x3')

#### UNACCEPTABLE MATERIALS

- Plastic bags and wrap
- Motor oil, antifreeze, pool chemical containers
- Pesticide and herbicide containers
- Window glass and mirrors
- Food contaminated paper and cardboard
- Diapers
- Tissue paper
- Automobile parts
- Carpeting, roofing and siding
- Toys
- Buckets and gasoline cans
- Hoses and pipes
- Clothes hangars

**EXHIBIT B****CONTAINER LOCATION LISTING**

<b>Condo/Townhome</b>	<b>Address</b>	<b>Number</b>	<b>Size (cy)</b>	<b>Frequency (pw)</b>
Hamlin Downs	3705-09 W. 119 <sup>th</sup> St.	2	1.5	2
Hamlin Downs	3715-19 W. 119 <sup>th</sup> St.	2	1.5	2
Fontana Condos	3819 W. 123 <sup>rd</sup> St.	2	2	2
Alsip Condos	3821 W. 123 <sup>rd</sup> St.	1	6	2
Alsip Condos	4564-459 W. 131 <sup>st</sup> St	10	2	1
Alsip Condos	4626-466 W. 131 <sup>st</sup> St.	8	2	1
Alsip Condos	4812-66 W. 131 <sup>st</sup> St.	10	2	2
Alsip Condos	5000-5134 W. 122 <sup>nd</sup> St.	2	1.5	2
Alsip Condos	11800 S. Komensky	1	4	1
Alsip Condos	11801 S. Karlov	1	4	1
Alsip Condos	11810 S. Komensky	1	4	1
Alsip Condos	11818 S. Komensky	1	4	1
Alsip Condos	11857 S. Karlov	1	2	1
Alsip Condos	11901 S. Lawndale	5	1.5	3
Hamlin Downs	11919-23 S. Hamlin	2	1.5	2
Alsip Condos	12024 S. Kildare	1	6	1
Alsip Condos	12026 S. Kildare	1	6	2
Alsip Condos	12101-25 S. Laramie	11	1.5	1
Alsip Condos	12635 S. Kostner	1	2	1
Alsip Condos	12736-38 S. Kenneth	2	2	2
Alsip Condos	12739 S. Kenneth	1	2	1
Alsip Condos	12739-41 S. Kenneth	1	2	2
Alsip Condos	12744-46 S. Kenneth	1	4	2
Alsip Condos	12749-55 S. Kenneth	1	2	2
Alsip Condos	12750-54 S. Kenneth	1	2	2
Alsip Condos	12760-62 S. Kenneth	1	4	2
Alsip Condos	12805 S. Kenneth	1	4	2
Alsip Condos	12808-10 S. Kenneth	2	2	2
Alsip Condos	12815 S. Kenneth	1	2	2
Alsip Condos	12819-21 S. Kenneth	2	2	2
Alsip Condos	12820-22 S. Kenneth	2	2	2
Alsip Condos	12823-25 S. Kenneth	2	2	2
Alsip Condos	12824-26 S. Kenneth	2	2	2
Alsip Condos	13015 S. Loveland	1	2	1



**EXHIBIT C**

CONSTRUCTION AND DEMOLITION WASTE COLLECTION AND DISPOSAL

<b>CONTAINER SIZE (CY)</b>	<b>YEAR 1</b>	<b>YEARS 2-5</b>	<b>YEARS 6-8 &amp; ADDITIONAL TERM</b>
10 Yard – General Construction Debris	$\frac{\$[\text{Proposal}]}{4}$ ton limit (\$[Proposal] per ton over)	Prior Year + [Proposal]%	Prior Year + [Proposal]%
10 Yard – Bulk (brick, concrete, dirt only)	$\frac{\$[\text{Proposal}]}{10}$ ton limit (\$[Proposal] per ton over)	Prior Year + [Proposal]%	Prior Year + [Proposal]%
20 Yard – General Construction Debris	$\frac{\$[\text{Proposal}]}{4}$ ton limit (\$[Proposal] per ton over)	Prior Year + [Proposal]%	Prior Year + [Proposal]%
20 Yard – Roofing	$\frac{\$[\text{Proposal}]}{6}$ ton limit	Prior Year + [Proposal]%	Prior Year + [Proposal]%
30 Yard – General Construction Debris	$\frac{\$[\text{Proposal}]}{7}$ ton limit	Prior Year + [Proposal]%	Prior Year + [Proposal]%

**REQUEST FOR PROPOSAL**

**BY THE**

**VILLAGE OF ALSIP**

**FOR**

**FRANCHISE AGREEMENT FOR SCAVENGER SERVICES**

Village of Alsip  
4500 West 123<sup>rd</sup> Street  
Alsip, IL 60803

September, 2021

## **SPECIFICATIONS AND PROPOSAL**

The Village of Alsip (“Village”) invites qualified firms to submit proposals to enter into a Franchise Agreement for Scavenger Services (the “Agreement”) for the exclusive right to collect and dispose all municipal waste (including white goods), recycling materials, and landscape waste for a 5-year period commencing January 1, 2021 and ending December 31, 2026 from single-family residences, and townhomes and multi-family buildings containing four (4) units or less.

### SCOPE OF SERVICES:

The Village of Alsip is seeking proposals for the collection and disposal all municipal waste (including white goods), recycling materials, and landscape waste from all residential properties in the Village. It is estimated that there are approximately 5,017 residential units to be serviced under the Agreement. While the vast majority of services will be directed at single-family homes, there are several two-flats and condo/townhouse buildings having four (4) or less units that will be serviced by the Contractor. The services to be provided shall be in accordance with the terms and conditions of the Agreement attached hereto. The Village intends to enter into a contract with the firm whose proposal is accepted, which shall be in substantially the same form as the Agreement.

### COMMUNITY PROFILE:

The Village of Alsip is a home rule unit of local government under the Illinois Constitution and was incorporated in 1927. The Village has an approximate population of 19,300, and is located in southern Cook County, approximately 19 miles southwest of downtown Chicago. The Village encompasses approximately eight square miles and is bordered by Oak Lawn and Chicago to the north, Blue Island and Merrionette Park to the east, Crestwood, Robbins and the Calumet Sag Channel to the south, and Worth and Palos Heights to the west.

### SUBMITTAL REQUIREMENTS:

Each contractor submitting a proposal to the Village shall provide the following information:

- (1) Completed proposal signed by an authorized representative of the Contractor. A proposal should, at a minimum, provide pricing and other information left blank in the Agreement. Specific reference is made to Paragraphs 7, 8, 9, 10, and 11 of the Agreement and Exhibit “C” thereto.
- (2) Listing of any changes Contractor proposes to make to the Agreement. Such a submission should only be made if the Contractor is unwilling or unable to comply with a provision of the Agreement.
- (3) General information regarding the Contractor to demonstrate that it is qualified to provide refuse, recycling, and landscape waste disposal services, including:

- (a) Name of entity;
  - (b) Form of organization (corporation, partnership, joint venture);
  - (c) Corporate address, telephone number, and fax number;
  - (d) Name, title, telephone number and e-mail address for contact person;
  - (e) Location of local branch office, if any;
  - (f) History of entity in scavenger business;
  - (g) Available methods of payment for invoices and any fees associated with each method;
  - (h) Alternate collection day(s) to Friday, or proposals for multiple collection days, if any, and the savings should that would be realized by the Village if selected;
  - (i) Number of employees to be allocated to Village collections; and
  - (j) Number and type of vehicles to be allocated to Village.
- (4) Name and Location of:
- (a) Refuse disposal site(s);
  - (b) Landscape waste disposal site(s); and,
  - (c) Recycling site (primary)
- (5) List of not less than five (5) municipal clients currently being served by Contractor in the State of Illinois, along with reference contact information for each of them.
- (6) A copy of a typical billing statement.
- (6) Samples of promotional/informational materials normally distributed to customers, including materials pertaining to recycling.

CONTACT INFORMATION:

Administrative Assistant Becky Smith is available to provide additional information regarding the proposal process. She can be contacted at (708) 385-6902 or at [bsmith@villageofalsip.org](mailto:bsmith@villageofalsip.org). Any questions or requests shall be submitted in writing. Any response will be summarized in the form of an addendum to the Request for Proposals, which will be posted on the Village's website.

This request shall not create any legal obligation on behalf of the Village to evaluate any proposal that is submitted by a Contractor, or to enter into any contract with a Contractor submitting a proposal. The Village reserves the right to (1) cancel or modify this request or the accompanying documents in whole or in part; (2) reject any or all proposals submitted; (3) waive non-material formalities and technicalities deemed appropriate; and/or (4) postpone proposal opening; (5) issue a request for new proposals . The Village shall not be liable for any expenses

incurred by any Contractor associated with the preparation of the proposal, attendance at any presentation, or final contract negotiations.

SELECTION PROCESS:

Proposals will be opened in the Board Room of Village Hall, 4500 West 123<sup>rd</sup> Street, Alsip, during the Village of Alsip Committee of the Whole Meeting scheduled for October 11, 2021 at 7:30 p.m. Proposals will be reviewed by the Finance Committee, which will make a recommendation to the Board of Trustees, which will award the franchise on October 18, 2021. In the event the Finance Committee has not made a recommendation by October 18, 2021, the Board of Trustees shall award the franchise at its regular board meeting scheduled for November 1, 2021. Contractors may be requested to supply additional information. Selection of a Contractor will be based upon price, qualifications, experience, references, financial capability, equipment, and acceptance of the terms and conditions included in the Agreement.

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted to the Village in a sealed envelope marked “Franchise Agreement for Scavenger Services Proposal” no later than 11:00 a.m. on Monday, October 11, 2021. Proposals should be mailed or hand-delivered to the Village Clerk’s Office, 4500 West 123<sup>rd</sup> Street, Alsip, Illinois, 60803. Proposals must be complete and may not be amended or supplemented after the proposal deadline. Proposals may include alternates which increase or decrease the scope of services to be provided, and an alternate price for such change in the scope of services.