

PUBLIC NOTICE

Request for Proposals (the “RFP” or the “Bid Package”)

BY THE
VILLAGE OF LAKE VILLA AND THE LAKE VILLA TOWNSHIP
FOR
RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

NOTICE IS HEREBY GIVEN that the Village of Lake Villa (the “Village”) and the Lake Villa Township (the “Township”) will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of residential waste, recyclable materials and landscape waste at all residential units (as that term is defined in the Bid Package) within the territory of the Village and of the Township and the collection of refuse and recyclable materials from designated municipal collection sites.

Proposals will be accepted until **Friday, October 27, 2023 at 4:00 p.m.**, at Village Hall, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 60046. Sealed proposals will be opened at the Village of Lake Villa Village Hall **at 10:00 a.m. on Monday, October 30, 2023**. An Evaluation Committee, comprised of Village of Lake Villa and Lake Villa Township staff members and consultants, and other persons selected by the Village of Lake Villa and Lake Villa Township, will review the proposals received in accordance with the evaluation criteria contained in the Bid Package and report their results to the corporate authorities of both the Village of Lake Villa and Lake Villa Township. As part of its review, the Evaluation Committee may request that one or more of the Bidders answer written questions or attend interviews to be conducted by the Evaluation Committee. The Village and the Township each presently intend to select a contractor to provide the Services on or before December 18, 2023.

SCOPE OF WORK (Brief Description): The Contractor will be responsible for providing solid waste, recycling, and landscape waste collection services to all residential units within the jurisdiction of either the Village or the Township (the “Services”) as detailed in the Agreement which is part of the Bid Package.

CONTRACT TERM: The Village and the Township propose to enter into separate multi-year contracts with the successful bidder. The term of the contract with the Village is proposed to begin on May 1, 2024 for a term of six (6) years ending April 30, 2030. The term of the contract with the Township is proposed to begin on May 1, 2025 for a term of five (5) years ending April 30, 2030. The Village and the Township may not select the same bidder to provide the Services for their respective jurisdictions and may award separate contracts to different bidders to provide the requested services for the Village and the Township. However, if the Village and the Township do select the same bidder to provide the Services for both jurisdictions, the bidder is requested to provide a price for the Services reflecting a savings, i.e., a rate reduction, for serving both the Village and the Township.

Copies of the RFP will be available for pick-up beginning **October 3, 2023**, at Village Hall, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 60046. Upon request, the RFP will be provided in electronic format.

A pre-proposal meeting will be held on **Thursday, October 12, 2023 at 10:00 a.m.** at Village Hall, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 60046, at which time the Bid Package will be discussed and questions from bidder’s can be answered. Attendance at the pre-proposal meeting is recommended but not mandatory, however, failure to attend the pre-proposal meeting shall not be an acceptable reason for future changes on the contract price or conditions.

After the pre-proposal meeting, questions regarding the RFP must be submitted in writing and sent to Jake Litz, Assistant to the Village Administrator, by **October 20, 2023 at 4:00 p.m.** at Village Hall, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 60046 or can be sent via email to jlitz@lake-villa.org.

Proposals are to be sealed and marked “Residential Solid Waste and Recycling Collection Services RFP”, and the envelope should bear on the outside the full, correct name of the contractor submitting the bid, and the contractor’s address, telephone number, and the name of their contact person and be delivered to:

Jacob Litz
Assistant to the Village Administrator
Village of Lake Villa
65 Cedar Ave
Lake Villa, IL 60046

No Bid Proposal shall be considered unless it is submitted on the Village's Bid Proposal form, which is contained in and part of the Bid Package (unless otherwise specified). The Bid Proposal form submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the respective signature of the person or persons signing the Bid Proposal. Bid prices shall be valid for at least sixty (60) days from the date of the bid opening or as otherwise specified on the Bid Proposal form.

Bidders may choose to bid on only the Village's request or only the Township's request, or bidders may bid separately on both requests. If bidding on both requests, bidders must include both bids in the same envelope submitted to the Village.

Bidders must submit four (4) complete, sealed, signed and attested hard copies of the Bid Proposal form. One (1) hard copy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) original bound hard copies shall be an original bound version, marked "Original" and must contain original signatures, and one (1) electronic copy. The final hard copy shall be a complete, identical, bound copy of the bid. Bid Proposals shall include all requested information, forms, affidavits and addendum acknowledgements (if applicable) in each copy in order to be considered responsive. As set forth in Section 3.5, "Submittal of Proposals", of the RFP, IF A Bid Proposal is signed by an agent of the Contractor, evidence of his or her authority to act as such agent shall accompany the Proposal.

ELIGIBILITY: All eligible proposed contractors shall have a minimum of five (5) years' experience with work of same or similar nature and size.

It is the intent of the Village and the Township to make contract award(s) to the lowest responsible bidder whose bid properly addresses and complies with this Request for Proposals and the related Contract Documents and is most advantageous to the Village and/or to the Township, price and other factors considered.

The Village and the Township both reserve the right to reject any or all proposals, or any portion thereof, and/or may reject any proposal for failure to comply with all requirements of this Notice or any of the Contract Documents; however, the Village and the Township may waive any minor defects or informalities at their respective discretion. The Village and the Township may each accept, in writing, one of the proposals or reject all of the proposals, within sixty (60) days from the opening of proposals or such longer time as stated in the proposal documents or such time as agreed to by the Village or the Township and one or more proposed contractor(s). The Village and the Township further reserve the right to award Contract(s) which, in the judgment of each entity, is in the best interest of the Village or the Township.

The respective corporate authorities of both the Village and the Township reserve the separate right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any Contract; or award a Contract deemed to be in the best interests of the Village of Lake Villa and Lake Villa Township, respectively.

Dated at Lake Villa, Illinois this 3rd day of October, 2023.

Michael Strong
Village Administrator
Village of Lake Villa

REQUEST FOR PROPOSALS
FOR
RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES
VILAGE OF LAKE VILLA & LAKE VILLA TOWNSHIP



October 3, 2023

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Jacob Litz
Assistant to the Village Administrator
Village of Lake Villa
65 Cedar Ave
Lake Villa, IL 60046

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ELIGIBILITY: All eligible proposed contractors shall have a minimum of five (5) years’ experience with work of same or similar nature and size.

It is the intent of the Village and the Township to make contract award(s) to the lowest responsible bidder whose bid properly addresses and complies with this Request for Proposals and the related Contract Documents and is most advantageous to the Village and/or to the Township, price and other factors considered.

The Village and the Township both reserve the right to reject any or all proposals, or any portion thereof, and/or may reject any proposal for failure to comply with all requirements of this Notice or any of the Contract Documents; however, the Village and the Township may waive any minor defects or informalities at their respective discretion. The Village and the Township may each accept, in writing, one of the proposals or reject all of the proposals, within sixty (60) days from the opening of proposals or such longer time as stated in the proposal documents or such time as agreed to by the Village or the Township and one or more proposed contractor(s). The Village and the Township further reserve the right to award Contract(s) which, in the judgment of each entity, is in the best interest of the Village or the Township.

The respective corporate authorities of both the Village and the Township reserve the separate right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any

Contract; or award a Contract deemed to be in the best interests of the Village of Lake Villa and Lake Villa Township, respectively.

Dated at Lake Villa, Illinois this 3rd day of October, 2023.

Michael Strong
Village Administrator
Village of Lake Villa

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ARTICLE I **INTRODUCTION**

The Village of Lake Villa (the “Village”) and the Lake Villa Township (the “Township”) (collectively, the “Village of Lake Villa and Lake Villa Township”) hereby invite firms to submit proposals (“Proposals”) in accordance with the requirements of this Request for Proposals (“RFP”).

The Village of Lake Villa and Lake Villa Township are seeking proposals for residential refuse and recycling services to be provided pursuant to the franchising authority granted to municipal government under Illinois law. Upon completion of the RFP process, it is the goal of the Village of Lake Villa and Lake Villa Township to each select one hauler (the “Contractor” or “Proposer”) for the collection, transportation, and disposal of Municipal Waste, Recyclable Materials and Landscape Waste from all residential units and designated municipal collection sites within the respective territories of the Village of Lake Villa and Lake Villa Township. The Village and the Township may each select the same Contractor or may each select a different Contractor to provide the Services which are the subject of this RFP. However, if the Village and the Township do select the same Contractor to provide the Services for both jurisdictions, the Contractor is requested to provide a price for the Services reflecting a savings, i.e., a rate reduction, for serving both the Village and the Township.

The anticipated start date of the agreement is May 1, 2024 for the Village of Lake Villa and May 1, 2025 for the Lake Villa Township. The term of both of the agreements will expire on April 30, 2030 for both entities. Other than the designated municipal collection sites, no collection services for commercial properties are covered by this RFP. The purpose of this RFP is to receive proposals from qualified Contractors to provide solid waste, recycling, and landscape waste collection services that meet the intent and objectives of the Village of Lake Villa and Lake Villa Township as further stated herein.

Proposals shall be submitted no later than **October 27, 2023 at 4:00 p.m.** The Village of Lake Villa and Lake Villa Township intend to complete the evaluation and selection process by **December 18, 2023**. The evaluation and selection process is described in more detail in Section 3.7, “Evaluation and Selection Process”, of this RFP.

The Village of Lake Villa and Lake Villa Township are requesting proposals under which the Contractor will commence performing services by the anticipated start dates for both the Village of Lake Villa and Lake Villa Township. See Article VI of this RFP for details on whom to contact for inquiries and submission of Proposals.

BID PROPOSAL: The Bid Proposal required to be completed by each Contractor consists of **Appendix B-1 (for the Village of Lake Villa) and Appendix B-2 (for Lake Villa Township). Appendix A-1 and Appendix A-2, the “MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT(S)” (sometimes referred to herein as the “Agreement”)**, one Agreement for the Village of Lake Villa, and one Agreement for Lake Villa Township, each contain specifications for the requested Services. The Village of Lake Villa and Lake Villa Township desire to obtain a Rate Proposal for each service outlined in **Appendix A-1 and A-2** along with a Savings Estimate to be realized by both the Village and the Township if one contractor serves both Village of Lake Villa and Lake Villa Township (compared to serving just one of the Village of Lake Villa and Lake Villa Township). It is the Proposer’s responsibility to understand the different service levels required by both the Village of Lake Villa and Lake Villa Township. The Village of Lake Villa and Lake Villa Township desire to obtain monthly fees for its residents

(for a given level of service) with no fuel surcharges, administrative fees or other costs included in the monthly fee.

As previously stated, it is the goal of the Village of Lake Villa and Lake Villa Township to select a single Contractor to provide the services outlined in **Appendix A-1 and A-2** for both of the Village of Lake Villa and Lake Villa Township. However, the Village of Lake Villa and Lake Villa Township reserve the right to each select their own Contractor to provide the services, which could result in both the Village of Lake Villa and Lake Villa Township selecting a different Contractor. A key factor in this decision will be the Savings Estimate to be provided on the forms in **Appendix B-1 and B-2**, by the Contractor, which indicates the rate reduction (in percent) the Contractor is willing to apply to the Contractor's proposed rates if that Contractor is awarded contracts for both the Village and the Township. Further, the Village of Lake Villa and Lake Villa Township have slightly different agreements, regardless of whether one single Contractor is selected or more than one is selected.

The Village of Lake Villa and Lake Villa Township seek a Contractor that can provide all the services in **Appendix A-1 and A-2** and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed. If the Proposer requires revision to either of the Agreements, written revisions must be included with the Proposal submission.

The Village of Lake Villa and Lake Villa Township will evaluate Proposals in accordance with the evaluation criteria set forth in Article IV (the "Evaluation Criteria") and the submittal requirements set forth in Article V (the "Submittal Requirements") of this RFP.

At the conclusion of this evaluation process, the Village of Lake Villa and Lake Villa Township anticipate that each will select one Contractor to provide the services for the Village of Lake Villa and Lake Villa Township. All Proposals submitted shall remain in full force and effect during the Village of Lake Villa and Lake Villa Township' evaluation and selection process.

ARTICLE II
DESCRIPTION OF SERVICES

Section 2.1 Defined Terms and Interpretation.

Please see **Appendix A-1 and A-2** for definitions of terms specific to both the Village of Lake Villa and Lake Villa Township.

Section 2.2 Scope of Services

The Village of Lake Villa and Lake Villa Township are seeking proposals for provision of the services for collection of residential waste, recyclable materials, and landscape waste at all residential units within the respective jurisdictions of the Village and the Township as respectively set forth in **Appendix A-1 and Appendix A-2** which Appendices are attached hereto and thereby made a part hereof (collectively, the “*Services*”).

Section 2.3 Equipment

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

ARTICLE III
INSTRUCTION TO PROPOSERS

Section 3.1 Introduction.

The Village of Lake Villa and Lake Villa Township desire to select the successful Proposer who, in the Village of Lake Villa and Lake Villa Township' opinion, will best be able to provide the Services described in the respective Agreement(s) contained in Appendix A-1 and A-2 of this RFP.

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

The Village of Lake Villa and Lake Villa Township may select one Proposer to provide all Services described in this RFP for both the Village and the Township, and reserve the right to each select a different Proposer to provide the Services for either the Village of Lake Villa or Lake Villa Township.

Section 3.2 Interpretation of Documents Included in Bid Package

3.2.1 Defined Terms. Please see **Appendix A-1 and A-2** for definitions of terms specific to both the Village of Lake Villa and Lake Villa Township.

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

Section 3.3 Pre-Proposal Meeting.

The Village of Lake Villa and Lake Villa Township will conduct a pre-proposal meeting on **October 12, 2023 at 10:00 a.m.** at Village Hall, Village of Lake Villa, 65 Cedar Avenue, Lake Villa, IL 60046, to explain and discuss all of the documents included with this RFP and to answer questions submitted by prospective Proposers. Nothing stated at the pre-proposal conference shall be deemed as a change to this RFP or any document included herewith, unless a written Addendum executed by either the Village or the Township is issued relative thereto pursuant to Section 3.4 of this RFP. Proposers are encouraged to submit any questions in writing to the Village of Lake Villa and Lake Villa Township sufficiently in advance of the scheduled pre-proposal meeting to ensure that all questions can be responded to at that time. **Attendance at the pre-proposal meeting is not mandatory**, however, failure to attend the pre-proposal meeting shall not be an acceptable reason for future changes on the contract price or conditions.

Section 3.4 Addenda and Interpretation.

3.4.1 Addenda. No interpretation of the RFP or Agreements will be made except by a written Addendum duly issued by the Village of Lake Villa and/or Lake Villa Township. No interpretation

not contained in an Addendum shall be valid or have any force or effect whatsoever. All duly-executed Addenda issued prior to the opening of Proposals shall become a part of, and shall be added to, each submitted Proposal.

3.4.2 Informal Responses. With the exception of the pre-proposal meeting to be conducted by the Village and the Township, at which time the RFP will be discussed and Proposers' questions will be answered, the Village of Lake Villa and Lake Villa Township will not give oral answers to any inquiries received after the pre-proposal meeting regarding the RFP or the Agreements, or oral instructions, prior to the award of the Agreements. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information does not entitle such Proposer to assert any claim or demand against the Village of Lake Villa and Lake Villa Township or its respective officers, employees, agents, or attorneys on account thereof.

3.4.3 Inquiries. Each prospective Proposer shall be responsible for inquiring from time to time as to the availability of Addenda. The Village of Lake Villa and Lake Villa Township shall use their best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted. If any prospective Proposer is in doubt as to the true meaning of any part of this RFP, such prospective Proposer shall submit a written request for an interpretation thereof, to the person identified in Article VI of this RFP, by **October 20, 2023 at 4:00 p.m.** Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Section 3.5 Submittal of Proposals.

Copies of each Proposal, properly signed, together *with all other required documents*, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in this RFP. All Proposals received after the time for the opening of bids specified in this RFP will be returned unopened.

Each sealed envelope or package containing a Proposal shall be identified as such and shall be visibly marked with the title of this RFP and Proposer's full legal name. All Addenda will be considered part of each Proposal whether attached or not.

In submitting a Proposal, each Proposer states and agrees that the Proposal is submitted in strict accordance and compliance with the requirements, scope, and intent set forth in this RFP.

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

Section 3.6 Modification and Withdrawal Prior to Opening.

Written modifications or requests for withdrawal of Proposals must be submitted to the Village in writing and sent by mail, facsimile or email, directed to the person identified in Article VI of this RFP. However, any such requests must be received prior to the time fixed for the Proposal opening; and provided

that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

No Proposal shall be withdrawn without the consent of the Village of Lake Villa and Lake Villa Township for a period of sixty (60) days after the opening of any Proposal, as may be extended pursuant to Section 3.7 of this RFP. Any Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, as may be extended pursuant to Section 3.7 of this RFP, provided that a request in writing for the withdrawal of such Proposal is filed with the person identified in Article VI to this RFP after said period. If no such request is filed, the date for acceptance of such Proposal shall be deemed to be extended until such a request is filed or until both the Village of Lake Villa and Lake Villa Township executes an Agreement pursuant to this RFP or until both Village of Lake Villa and Lake Villa Township affirmatively and in writing reject such Proposal.

Section 3.7 Bid Evaluation and Selection Process.

An Evaluation Committee, comprised of the Village of Lake Villa and Lake Villa Township' staff members and consultants and other persons selected by the Village of Lake Villa and Lake Villa Township, will review Proposals received in accordance with the Evaluation Criteria contained in the RFP and report their results to the corporate authorities of both the Village of Lake Villa and Lake Villa Township. As part of its review, the Evaluation Committee may request that one or more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee. The Village and the Township each presently intend to select a Contractor to provide the Services on or before December 18, 2023.

It is expected that the Evaluation Committee will then identify one or more Proposers who have each submitted a Proposal that best meets the objectives of the Village of Lake Villa and Lake Villa Township and are most advantageous to the Village of Lake Villa and Lake Villa Township.

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

At the completion of the bid evaluation process, the Evaluation Committee will recommend the selection of a successful Proposer to the corporate authorities of both the Village of Lake Villa and Lake Villa Township. The corporate authorities of both the Village of Lake Villa and Lake Villa Township intend to then select a successful Proposer who will be required to execute the respective Agreement and any related contract documents.

The Village of Lake Villa and Lake Villa Township may select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to execute the required Agreement and related contract documents within the required time period.

The Village of Lake Villa and Lake Villa Township intend to complete the evaluation and selection process by December 18, 2023 (which is the date of one of the Village's December Village Board meetings). However, the Village of Lake Villa and Lake Villa Township reserve the right to extend this

evaluation and selection process for up to two (2) months from this date, upon delivery of written notice to the Proposers.

Section 3.8 Rejection of Proposals; Waiver of Irregularities.

Both the Village of Lake Villa and Lake Villa Township reserve the right to accept the Proposal that is, in its judgment, the best and most favorable to the interests of the Village of Lake Villa, Lake Villa Township and the public; to reject the low price Proposal; to accept any item of any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Proposals when to do so would not, in the opinion of the Village and/or of the Township, prejudice the RFP process or create any improper advantage for any Proposer; and to waive irregularities and informalities in the request for proposal process or in any Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Proposers should not rely upon, or anticipate, such waivers in submitting their Proposals. Both the Village of Lake Villa and Lake Villa Township also reserve the right to choose separate and different Proposers that best serve the needs of either or both the Village of Lake Villa and Lake Villa Township.

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

Section 3.9 Ownership of Proposals.

The Village of Lake Villa and Lake Villa Township shall be considered and are the respective owner(s) of all submitted materials. Proposals received by the Village will not be returned to Proposers.

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Village of Lake Villa and Lake Villa Township of information submitted in the Proposal. The Proposer further agrees that the Village of Lake Villa and Lake Villa Township shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the successful Proposer with whom the Village of Lake Villa and Lake Villa Township enters into an Agreement.

Section 3.10 Costs.

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

Section 3.11 Proposal Security.

Each Proposer must submit proposal security, as set forth in ARTICLE V, "Submittal Requirements", hereof, as a guarantee that, if selected, it will enter into an Agreement with either or both the Village of Lake Villa and/or Lake Villa Township in substantial conformity with its Proposal. The proposal security of all unsuccessful Proposers will be released after the successful Proposer or Proposers have entered into the required Agreements with the Village of Lake Villa and Lake Villa Township.

Each Proposer acknowledges and agrees that, if selected as a successful Proposer, it shall provide the performance bond, as described in ARTICLE V, “Submittal Requirements”, to guarantee that it will perform the services described in this RFP.

Section 3.12 Compliance with Laws.

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

Section 3.13 Insurance.

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix D-1 and D-2** to this RFP during the entire term of the respective Agreement with either the Village or the Township. Each Proposal shall be accompanied by written evidence of such Proposer’s ability to procure all of the insurance in the amounts, coverages, scope and form specified therein.

Additional Insureds: The successful Proposer agrees that the respective Certificate(s) of Insurance provided to the Village of Lake Villa and to Lake Villa Township reflect that the “Village of Lake Villa, its elected and appointed officers, officials, employees, and agents” are named as additional insured, and that “Lake Villa Township, its elected and appointed officers, officials, employees, and agents” are named as additional insured on insurance coverage relative to each respective Agreement entered into with the successful Proposer.

Section 3.14 Taxes.

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

Section 3.15 Permits.

All Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Services which are the subject of this RFP. It shall be the sole responsibility of each prospective Contractor to determine the applicable licenses, permits, and other authorizations, and no extra compensation shall be paid by the Village of Lake Villa and Lake Villa Township for the successful Proposer’s failure to include these costs in its Proposal.

Section 3.16 Notice of Award.

If a Contract is awarded by either or both Village of Lake Villa and/or Lake Villa Township, such award shall be effective when a notice of award has been delivered to the successful Contractor (“Effective Date of Award”). The duly-authorized representative(s) of the Village of Lake Villa and/or Lake Villa

Township will execute four (4) copies of the Agreement submitted by and executed by the successful Contractor and will two (2) fully-executed copies of the respect Agreement(s) to the successful Contractor together with the respective notice of award.

Section 3.17 Execution of Agreement.

3.17.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor(s) shall satisfactorily complete all “Conditions Precedent to Closing” (as described herein), and the Agreements and all related Contract documents shall be executed, submitted and exchanged by the Village of Lake Villa and/or Lake Villa Township and the successful Contractor(s) (“Closing”) on or before the fifteenth (15th) day following the Effective Date of Award or within such extended period as the Village of Lake Villa and/or Lake Villa Township may, in the exercise of their respective sole discretion, authorize in writing after issuance of the notice of award (“Closing Date”).

3.17.2 Conditions Precedent to Closing. On or before the Closing Date, the respective successful Contractor(s) shall: (1) provide to the Village of Lake Villa and/or to Lake Villa Township four (4) fully executed copies of the respective Agreement(s) and all other required documentation related thereto; and (2) submit four (4) executed copies of the respective required Performance Bond(s) dated not later than as of the Closing Date and all required certificates and policies of insurance (“Conditions Precedent to Closing”). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.15 of this RFP. If the submitted documents fail to comply with this RFP or either of the respective Agreement(s) is not executed and submitted in a timely fashion, the Village of Lake Villa and/or Lake Villa Township may, in their sole discretion, annul the award or, at the sole discretion of either the Village of Lake Villa or Lake Villa Township, allow the successful Contractor an opportunity to correct the deficiencies. In no event will the Village of Lake Villa and Lake Villa Township execute the respective Agreement(s) until and unless any and all such deficiencies have been cured or until and unless the Village of Lake Villa and Lake Villa Township have received adequate assurances, as determined by the Village of Lake Villa and Lake Villa Township, of complete and prompt performance.

3.17.3 Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Village of Lake Villa and/or Lake Villa Township to be in compliance with this RFP and the respective Agreement(s), or assurances of complete and prompt performance satisfactory to the Village of Lake Villa and/or Lake Villa Township have been received, the Village of Lake Villa and/or Lake Villa Township shall execute all four (4) copies of the respective Agreement(s), retain two (2) copies of the completed Agreement, and tender two (2) copies of the respective Agreement(s) to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or companies. The successful Contractor or its agent shall be present at the Closing.

Section 3.18 Failure to Close.

3.18.1 Annulment of Award; Liquidated Damages. The failure or refusal of a successful Contractor to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5.2.15 of this RFP.

3.18.2 Subsequent Awards. Upon annulment of an award, the Village of Lake Villa and/or Lake Villa Township may accept, and award to a different Proposer a new Agreement based on any other Proposal as the Village of Lake Villa and Lake Villa Township, in their sole judgment, deems to be in the best interests of the Village and/or the Township and its respective residents. Alternatively, the Village of Lake Villa and Lake Villa Township may also invite new Proposals or may abandon the bidding process.

Section 3.19 Disqualification of Proposers.

3.19.1 More Than One Proposal. No more than one Proposal for the Services shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Proposal for the Services may cause the rejection of all Proposals in which such corporation, partnership, individual or joint venture is interested.

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

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction. Proposals received in response to this RFP will be evaluated by the Village of Lake Villa and/or Lake Villa Township for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this RFP. Where used below: (i) the term “quality” shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) the term “reasonableness” shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and an operational approach that are sensible and feasible and are within the capability of the Proposer.

Section 4.2 Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

Section 4.3 Adherence to the Requirements of this RFP.

1. Verification that the Proposer can provide the Services described in this RFP for the term of the agreement.
2. Compliance with all applicable local, state and federal laws.
3. Proposers must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use to provide the Services.

Section 4.4 Quality and Reasonableness of Proposal.

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach.
4. Quality control plan.
5. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.
6. References.

Section 4.5 Reasonableness of Cost Proposals.

Section 4.6 Quality and Reasonableness of Any Alternate Proposal.

Section 4.7 Quality and Reasonableness of Comments on Draft Agreement.

ARTICLE V
SUBMITTAL REQUIREMENTS

Section 5.1 Format.

A total of four (4) complete, sealed, signed and attested copies of the Proposal shall be submitted to the Village, consisting of two (2) original bound printed copies containing original signatures and marked “Original” (each such Proposal to be bound in a single volume), one (1) original unbound hard printed copy containing original signatures and marked “Original” (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM in a PDF format or compatible with “Microsoft Word” and all spreadsheets and related information shall be compatible with “Microsoft Excel”. Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included in within the one volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside of the sealed envelope: name of Proposer submitting the bid, name of their contact person, Proposer’s address and telephone number, and the sealed envelope must be marked as a “Residential Solid Waste and Recycling Collection Services RFP”.

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn as set forth in Section 3.6 of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal. The Village of Lake Villa and Lake Villa Township reserve the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

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

Section 5.2 Contents.

A list of the submittal requirements follows. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed requirements for each submittal requirement can be found in the respective sections of this RFP. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission

and such pertinent information as would enable the Village of Lake Villa and Lake Villa Township to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

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

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

5.2.3 Litigation. A disclosure by written statement as to: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against or concerning any facilities owned or operated by the Proposer.

5.2.4 Operational Approach. This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the Services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Rate Proposal and Savings Estimate set forth in **Appendix B-1 and B-2** is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this RFP.

5.2.6 Qualifications of Personnel. This section should specify those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a statement as to each individual's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Bid Proposal. The Contractor's Bid Proposal shall include a proposal for rate reductions if the Contractor is selected to provide the Services to both the Village and the Township. Savings Estimate shall be submitted by completing all blanks in **Appendix B-1 and B-2**, including

executing the Bid Proposal and the Sworn Statement attached thereto. Each Bid Proposal must include the cost information for all of the alternatives set forth in **Appendix B-1 and B-2**.

5.2.8 Appendix A-1 and A-2, Agreements. The two (2) Agreements which are attached hereto as **Appendix A-1 and A-2**, one on behalf of the Village of Lake Villa, and one on behalf of Lake Villa Township will be completed by the Village utilizing the respective prices provided by the Contractor selected by the Village and/or by the Township. Each Proposer may submit any written comments relative to the respective Agreements with Bid Proposal submitted to the Village. The Village of Lake Villa and/or Lake Villa Township will review all Bid Proposals received as well as any comments received from the Proposer.

5.2.9 Alternative Proposals. The Village of Lake Villa and Lake Villa Township will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this RFP. In particular, the Village of Lake Villa and Lake Villa Township encourage the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: (a) demonstrate the commitment of Proposer to provide the services required herein to the Village of Lake Villa and Lake Villa Township for five years; and (b) maintain the flexibility of the Village of Lake Villa and Lake Villa Township to obtain the range of service options and alternatives described in the Cost Proposal. In addition:

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

5.2.10 Alternative Fuels. Each Contractor should specifically describe its plan for using, or transitioning to the use of, refuse, recycling and landscape waste collection trucks in the Village of Lake Villa and Lake Villa Township that utilize alternative fuels in the course of providing the Services to the Village of Lake Villa and Lake Villa Township pursuant to the respective Agreements.

5.2.11 References. Submit at least three (3) governmental or large commercial references, which are located in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality or business responsible for monitoring its contract with the Proposer, and a brief description of the services performed thereunder.

5.2.12 Financial Capability. This section shall include the Proposer's financial statements for the three (3) most recent fiscal years, and written references from banking institutions and accounting firms representing or doing business with the Proposer.

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

5.2.14 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set forth in **Appendix D-1 and D-2**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Village of Lake Villa and Lake Villa Township, certifying that said insurer has read the requirements set forth in **Appendix D-1 and D-2** and will furnish endorsements or the required certificates of insurance upon award of the Agreements. With the exception of Workers' Compensation insurance, the respective Certificate(s) of Insurance provided to the Village of Lake Villa and to Lake Villa Township shall reflect that the "Village of Lake Villa, its elected and appointed officers, officials, employees, and agents" are named as additional insured, and that "Lake Villa Township, its elected and appointed officers, officials, employees, and agents" are named as additional insured on insurance coverage relative to each respective Agreement entered into with the successful Proposer

5.2.15 Proposal Security. To secure its Proposal as required in the submittal requirements, each Proposer must provide proposal security in the form of a certified check, cashier's check or bank draft drawn on a national bank payable to the Village of Lake Villa and the Lake Villa Township, in an amount equal to \$25,000.00, as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the respective Agreement(s) with the Village and/or with the Township at rates no greater than those stated in the respective Agreement(s).

The proposal security of all unsuccessful Proposers will be released after the successful Proposer(s) has been approved by the corporate authorities of the Village of Lake Villa and/or Lake Villa Township, and has executed the required written agreements with the Village of Lake Villa and/or Lake Villa Township. The proposal security of the successful Proposer will be returned upon execution of the respective Agreements and submittal of the performance bond required by the respective Agreements.

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

5.2.16 Performance Bond. At or prior to commencing service under the respective Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy of facsimile), substantially in the form respectively set forth as **Appendix C-1 and C-2**, as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the respective Agreement. Premiums for the performance bond shall be paid by the successful Proposer. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the Contractor shall

fail to fulfill the respective Agreement, the performance bond shall become payable respectively to the Village of Lake Villa or to Lake Villa Township as liquidated damages.

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

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Village of Lake Villa and Lake Villa Township, in the respective amount of set forth in **Appendix C-1 or Appendix C-2**, drawn on a national or state chartered bank acceptable to the Village of Lake Villa and/or Lake Villa Township and in such form and with such provisions as are acceptable to the Village of Lake Villa and/or Lake Villa Township, in the sole discretion of the Village of Lake Villa and/or Lake Villa Township.

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

ARTICLE VI
INQUIRIES AND SUBMISSION OF PROPOSALS

Inquiries Concerning this RFP should be submitted in writing (or by email)
by **October 20, 2023 at 4:00 p.m.** to:

Jake Litz
Assistant to the Village Administrator
Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046
jlitz@lake-villa.org

Proposals should be submitted by Friday, **October 27, 2023 at 4:00 p.m.** to:

Jake Litz
Assistant to the Village Administrator
Village of Lake Villa
65 Cedar Avenue
Lake Villa, IL 60046

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

APPENDIX A-1

**AGREEMENT WITH VILLAGE OF LAKE VILLA
MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT**

(See Attached)

APPENDIX A-2

**AGREEMENT WITH
LAKE VILLA TOWNSHIP**

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

(See Attached)

**APPENDIX B-1
RATE PROPOSALS AND SAVINGS ESTIMATE
VILLAGE OF LAKE VILLA**

**BID PROPOSAL
SCHEDULE OF PRICES
RESIDENTIAL WASTE AND RECYCLING**

A. RESIDENTIAL WASTE AND RECYCLING PROGRAM

- | | | |
|----|---|-------------------------------------|
| 1) | Limited Service, 95 Gallon Wheeled
Cart, Street-side Collection | \$ _____
Per household per month |
| 2) | Limited Service, 65 Gallon Wheeled
Cart, Street-side Collection | \$ _____
Per household per month |
| 3) | Excess Container Charge
(Waste that will not fit into limited
Wheeled Cart) | \$ _____
Per sticker |
| 4) | Cost of Private Services. | \$ _____
Per cubic yard |
| | | \$ _____
Per Appliance |

B. YARD WASTE COLLECTION PROGRAM

- | | | |
|----|---|------------------------------------|
| 1) | Customer Subscription for monthly flat rate.

The flat rate over an eight month period from
April 1 to November 30, limited to six (6)
thirty-three gallon containers or bags | \$ _____
Per household per Year |
| 2) | Pay per Bag/Sticker System;
and Excess Container charge for
more than 6 containers | \$ _____
Per sticker |
| 3) | Fall Leaf Vacuum Collection (Street-side) | \$ _____
Per Household/month |

C. MISCELLANEOUS

1) State the monthly increase, if any, to rates quoted in options #1-3, if the Village elects to have the Contractor do all billing of Customer accounts.

\$ _____
Added per household per month

2) State the cost for a change of service.

\$ _____
Per change of service

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart \$ _____

Large Wheeled Cart \$ _____

E. EMERGENCY SERVICES

Rate for Equipment and Personnel if requested by the Village

\$ _____
Per hour per worker

\$ _____
Per hour per vehicle

\$ _____
Per cubic yard

F. IF BOTH CONTRACTS ARE AWARDED TO YOUR COMPANY, WHAT SAVINGS WOULD BE REALIZED

G. CONTRACTOR's Representations and Warranties

To induce the Village to accept this Bid Proposal, CONTRACTOR hereby represents, warrants, and certifies as follows:

1. CONTRACTOR is of lawful age and the only persons interested in this Bid Proposal as principals are those named in the completed Sworn Statement attached hereto and this Bid Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.
2. CONTRACTOR is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.
3. No officer, employee, or person who receives salary in whole or part from the Village is directly or indirectly interested in this Bid Proposal or in the services to which it relates or in any portion of the profits thereof.
4. CONTRACTOR has examined the RFP, including all its Attachments, and will, if this CONTRACTOR's Proposal is accepted, enter into the Agreement in the form attached to the RFP as Appendix A-1, unless changes to such Agreement are mutually agreed upon by the Village and the CONTRACTOR.
5. CONTRACTOR does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.
6. A certified check, cashier's check, bank draft or bid bond in the amount of \$25,000 has been attached to this CONTRACTOR's Proposal.
7. The surety and insurance commitment letters required by the RFP have been attached to this CONTRACTOR's Bid Proposal.
8. CONTRACTOR understands and agrees that the Village reserves the right to reject all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the RFP.
9. CONTRACTOR understands and agrees that, if this CONTRACTOR's Bid Proposal is accepted, CONTRACTOR shall be bound by each and every term, condition, or provision contained in this CONTRACTOR's Bid Proposal and in the RFP and the related Agreement to be entered into in the form referenced in the RFP.

10. The persons signing this CONTRACTOR's Bid Proposal possess full authority to submit this CONTRACTOR's Bid Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Bid Proposal, CONTRACTOR shall be conclusively deemed to have evidenced an intention to be bound hereby whether the requirements for signing CONTRACTOR's Bid Proposal found in the RFP are satisfied.

The undersigned represents and warrants to the Village that the undersigned is a duly authorized agent of the CONTRACTOR and is authorized to execute this Bid Proposal and submit same to the Village.

DATED this _____ day of _____, 2023.

CONTRACTOR:

[Print Name of Company]

Address of Contractor: _____

By: _____
[Signature]

Print Name: _____

Title: _____

Email Address of Contractor: _____

Attest/Witness:

By: _____

Title: _____

**APPENDIX B-2
RATE PROPOSALS AND SAVINGS ESTIMATE
LAKE VILLA TOWNSHIP**

**BID PROPOSAL
SCHEDULE OF PRICES**

A. RESIDENTIAL WASTE AND RECYCLING PROGRAM

- | | | |
|----|---|-------------------------------------|
| 1) | Limited Service, 95 Gallon Wheeled
Cart, Street-side Collection | \$ _____
Per household per month |
| 2) | Limited Service, 65 Gallon Wheeled
Cart, Street-side Collection | \$ _____
Per household per month |
| 3) | Excess Container Charge
(Waste that will not fit into limited
Wheeled Cart) | \$ _____
Per sticker |
| 4) | Cost of Private Services. | \$ _____
Per cubic yard |
| | | \$ _____
Per appliance |

B. MISCELLANEOUS

- | | | |
|----|--|-------------------------------------|
| 1) | State the cost for a change of service. | \$ _____
Per change of service |
| 2) | Cost for At Your Door Service or Similar
Service (See Exhibit C of attached draft
Agreement) | \$ _____
Per household per month |

C. LANDSCAPE WASTE COLLECTION PROGRAM

- 1) Customer Subscription for monthly flat rate.
The flat rate over an eight month period from April 1 to November 30, limited to six (6) thirty-three gallon containers or bags \$ _____
Per household per Year
- 2) Pay per Bag/Sticker System; and Excess Container charge for more than six (6) containers \$ _____
Per sticker
- 3) Fall Leaf Vacuum Collection (Street-side) \$ _____
Per Household/month

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

- 65 Gallon Wheeled Cart \$ _____
Per month
- 96 Gallon Wheeled Cart \$ _____
Per month

E. EMERGENCY SERVICES

- 1) Rate for Equipment, Personnel and Disposal if requested by the Village
\$ _____ \$ _____ \$ _____
Per hour per worker Per hour per vehicle Per cubic yard

F. IF BOTH CONTRACTS ARE AWARDED TO YOUR COMPANY, WHAT SAVINGS WOULD BE REALIZED

G. CONTRACTOR's Representations and Warranties

To induce Lake Villa Township to accept this Bid Proposal, CONTRACTOR hereby represents, warrants, and certifies as follows:

1. CONTRACTOR is of lawful age and the only persons interested in this Bid Proposal as principals are those named in the completed Sworn Statement attached hereto and this Bid Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.
2. CONTRACTOR is not barred by law from contracting with Lake Villa Township or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq.
3. No officer, employee, or person who receives salary in whole or part from Lake Villa Township is directly or indirectly interested in this Bid Proposal or in the services to which it relates or in any portion of the profits thereof.
4. CONTRACTOR has examined the RFP, including all its Attachments, and will, if this CONTRACTOR's Proposal is accepted, enter into the Agreement in the form attached to the RFP as Appendix A-2, unless changes to such Agreement are mutually agreed upon by Lake Villa Township and the CONTRACTOR.
5. CONTRACTOR does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.
6. A certified check, cashier's check, bank draft or bid bond in the amount of \$25,000 has been attached to this CONTRACTOR's Proposal.
7. The surety and insurance commitment letters required by the RFP have been attached to this CONTRACTOR's Bid Proposal.
8. CONTRACTOR understands and agrees that Lake Villa Township reserves the right to reject all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the RFP.
9. CONTRACTOR understands and agrees that, if this CONTRACTOR's Bid Proposal is accepted, CONTRACTOR shall be bound by each and every term, condition, or provision contained in this CONTRACTOR's Bid Proposal and in the RFP and the related Agreement to be entered into in the form referenced in the RFP.

10. The persons signing this CONTRACTOR's Bid Proposal possess full authority to submit this CONTRACTOR's Bid Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Bid Proposal, CONTRACTOR shall be conclusively deemed to have evidenced an intention to be bound hereby whether the requirements for signing CONTRACTOR's Bid Proposal found in the RFP are satisfied.

The undersigned represents and warrants to Lake Villa Township that the undersigned is a duly authorized agent of the CONTRACTOR and is authorized to execute this Bid Proposal and submit same to the Village.

DATED this _____ day of _____, 2023.

CONTRACTOR:

[Print Name of Company]

Address of Contractor: _____

By: _____
[Signature]

Print Name: _____

Title: _____

Email Address of Contractor: _____

Attest/Witness:

By: _____

Title: _____

**APPENDIX C-1
FORM OF PERFORMANCE BOND
VILLAGE OF LAKE VILLA**

KNOW ALL MEN BY THESE PRESENTS: that

_____,
(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

_____,
(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Lake Villa, IL as Obligee, hereinafter called the “Village”, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2023, with the Village entitled “MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT” (the “Contract”), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Village in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Village, its elected and appointed officers, officials, employees, and agents, against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2023.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX C-2
FORM OF PERFORMANCE BOND
LAKE VILLA TOWNSHIP**

KNOW ALL MEN BY THESE PRESENTS: that

_____,
(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

_____,
(Here insert full name and address of Surety)

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

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2023, with Lake Villa Township entitled "MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

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

as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

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

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

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

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

Signed and sealed this _____ day of _____, 2023.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX D-1
INSURANCE AND INDEMNITY REQUIREMENTS
VILLAGE OF LAKE VILLA**

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the Agreement. With the exception of “Workers’ Compensation”, the respective Certificate(s) of Insurance provided to the Village of Lake Villa shall reflect that the “Village of Lake Villa, its elected and appointed officers, officials, employees, and agents” are named as additional insured on insurance coverage relative to the respective Agreement entered into with the successful Proposer:

<u>Type of Insurance</u>	<u>Required Limited of Liability</u>
1. Workers’ Compensation	Statutory
2. Employers’ Liability	\$500,000
3. Commercial General Liability, including “occurrence” coverage for:	\$500,000 per occurrence, \$1,000,000 aggregate
4. Business Auto Liability (including owned, and non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 per accident for bodily injury \$500,000 property damage
5. Umbrella/Excess Liability (to apply as excess Over 2, 3, and 4 above)	\$500,000

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Appendix shall continue to be maintained for a period of two (2) years following the termination of the proposed Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Village and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the RFP, 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 10 days prior to the effective date of each renewal or replacement policy or coverage.

6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least 30 days' prior written notice has been given to the Village by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Appendix shall be endorsed to include the Village, its elected and appointed officers, officials, employees, and agents, as additional insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

**APPENDIX D-2
INSURANCE AND INDEMNITY REQUIREMENTS
LAKE VILLA TOWNSHIP**

The Contractor shall procure and maintain the following insurance during the entire term of the agreement described in Section 3.1. With the exception of “Workers’ Compensation”, the respective Certificate(s) of Insurance provided to Lake Villa Township shall reflect that “Lake Villa Township, its elected and appointed officers, officials, employees, and agents” are named as additional insured on insurance coverage relative to the respective Agreement entered into with the successful Proposer:

<u>Type of Insurance</u>	<u>Required Limited of Liability</u>
1. Workers’ Compensation	Statutory
2. Employers’ Liability	\$500,000
3. Commercial General Liability, including “occurrence” coverage for:	\$500,000 per occurrence, \$1,000,000 aggregate
4. Business Auto Liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 per accident for bodily injury and \$500,000 property damage
5. Umbrella/Excess Liability (to apply as excess Over 2, 3, and 4 above)	\$500,000

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Appendix shall continue to be maintained for a period of two (2) years following the termination of the proposed Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to Lake Villa Township and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Illinois.
4. All liability coverages shall be written on an occurrence basis.

Miscellaneous Provisions:

1. The insurance policies set forth in this Appendix shall continue to be maintained during the duration of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the Village and may include self-

insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VII" and a license to do business in the State of Illinois.

4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the agreements, the Contractor shall deliver, or cause to be delivered, to Lake Villa Township certificates of insurance (and other evidence of insurance requested by Lake Villa Township) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance certificates required by Lake Villa Township 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 Lake Villa Township by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the Village and the additional insureds set forth below.

The insurance policies set forth in this Appendix shall be endorsed to include Lake Villa Township, the directors, officers, employees, agents and members of the Village, SWALCO and the directors, officers, employees, agents and members of SWALCO as additional insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

APPENDIX A-1

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Solid Waste, Recycling and Yard Waste Agreement (the "Agreement") is entered into on _____, 2023 (the "Effective Date"), by and between the **Village of Lake Villa**, an Illinois municipal corporation ("Village"), and _____, a _____ corporation, whose address is: _____ ("Contractor").

RECITALS

- A. The Village desires to provide the residents of the Village with environmentally sound solid waste collection and disposal, recyclable materials collection and yard waste collection;
- B. The Contractor hereby represents to the Village that it has extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The Village has determined that it would be in the best interests of its residents to contract with the Contractor for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

AGREEMENTS

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Residential Waste shall be considered "Acceptable Waste" only if properly contained in a Cart provided by the Contractor and placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to the Contractor upon collection in the Contractor's vehicles.
- b. "Designated Recycling Facility" means a materials recovery facility designated by the Village as a facility to which Recyclable Materials are transported by the Contractor for processing.
- c. Excluded Waste – shall mean, without limitation, any regulated quantity of Electronic Waste, a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart, not including Bulk Items. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- d. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to the Contractor upon placement by residents at the curb or edge of pavement for collection in the Contractor's vehicles.

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

- e. Yard Waste – shall mean waste material typically derived from landscaping (Landscape Waste); including but not limited to: grass clippings, leaves, shrubbery and similar garden waste. Branches and brush must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. This material must be placed at the curb in biodegradable Kraft paper bags or 32-gallon cans. The bags or cans must not weigh more than 50 lbs. and be clearly identified as yard waste. Twigs and branches can be bundled in four-foot-long by two-foot diameter bundles, tied and left at the curb for pick-up.
- f. Bulk Items – bulk items shall mean large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than four (4) feet long and each bundled weighing no more than 50 pounds. Bulk Items do not include White Goods or electronic wastes.
- g. Residential Unit – shall mean a dwelling within the corporate limits of the Village occupied by one (1) or more persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium units in buildings which have more than four (4) individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement. Please refer to Section 3-15-1, "Definitions", of the Lake Villa Village Code.

II. TERM

The initial term of this Agreement shall be for six (6) years commencing on May 1, 2024, and expiring April 30, 2030. This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties.

III. SERVICES

- a. The Contractor shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials, and Yard Waste collection to all Residential Units of the Village, which currently consists of approximately 2,521 Residential Units (the "Service"). As part of the Service, the Contractor shall:
 - i. Cart Supply. Each Residential Unit will be provided or has already been provided a 64-gallon or 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials. Residents have the opportunity to upgrade their Cart for Recyclable Materials to a 96 -gallon annually during the month of June for no additional charge. Residents upgrading their Carts for Recyclable Materials at any other time will be charged a one-time \$25.00 fee by the Contractor. New Residential Units will be provided a 64-gallon or 96-gallon Cart for Acceptable Waste and a separate 64-gallon or 96-gallon Cart for Recyclable Materials as the Units are added to the Village. The Carts and equipment furnished by the Contractor to Residents and the Village shall remain the Contractor's property. Residents are expected to

provide their own cans with handles or biodegradable bags for Yard Waste, as discussed further below in subsection (iv).

- ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed upon between the Contractor and the Village. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 7:00 a.m. on the scheduled day of collection. All acceptable waste, recyclable materials and yard waste shall be picked up by the Contractor on the same day.
- iii. Recyclable Materials Collection Frequency, Days and Times. The Contractor shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The Village and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. The Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- iv. Yard Waste Collection Frequency, Days and Times. The Contractor shall provide Yard Waste collection services to Residents of the Village on a weekly basis from April 1, to November 30 of each year. Yard Waste must be placed in 32-gallon containers or biodegradable Kraft paper bags. The containers and bags must not weigh more than 50 pounds each. The Contractor will collect all branch/brush bundles that are placed at the curb. All branches must be tied with string or twine into bundles not exceeding two (2) feet in diameter and four (4) feet in length and must weigh less than fifty (50) pounds each. There is no limit to the quantity of branch/brush bundles that Residents can place at the curb for collection; however, this service is not intended nor will the Contractor collect trees that have been cut down.
 - Tag Option. The Contractor will make readily available to residents for purchase a tag to be applied to a 30-gallon or 32-gallon container or paper bag other than the kraft bag. The cost of the tag will include pickup and disposal. See Exhibit B for pricing.
 - Subscription Option. The Contractor shall provide upon request the subscription service from April thru November. The Residential Unit shall be allowed up to four (4) cans or bags each week. The cost shall be billed directly to the respective Residential Unit once to cover the entire Yard Waste season. See Exhibit B for pricing.
- v. Leaf Vacuuming. The Contractor shall provide a leaf collection program during the fall throughout the Village. The collection will involve the Residents raking their leaves out to the ditch/curb line. Leaves will then be collected by the Contractor using a mechanical process. The Contractor will provide no less than _____ (___) curbside (edge of road) leaf collections per year. The schedule will be determined by mutual agreement between the Village and the Contractor.
- vi. Christmas Tree Collection. Residents may set out one (1) Christmas Tree per Residential Unit to be collected on the designated collection day during the first two weeks of January. Christmas trees must be clean (e.g., no ornaments, lights or tinsel) unbagged and under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- vii. Exclusions from the Service – Notwithstanding anything contained in this Agreement to the contrary, the Service shall not include white goods collection, construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement.

viii. Disposal –

a) Residential Waste.

- (i) Residential Waste shall be removed from the Village at the close of each day of collection, and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
- (ii) Notwithstanding the foregoing, the Village reserves the right to direct the location of disposal to another pollution control facility.

b) Landscape Waste.

- i) All Landscape Waste shall be disposed of in a lawful manner at a properly permitted landscape waste composting facility.
- ii) Not less than sixty (60) days prior to the date on which the Contractor commences disposal of Landscape Waste at a particular location, the Contractor shall notify the Village in writing of the designation of such location. Notwithstanding the foregoing, the Village reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.
- iii) No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Village.

c) Recyclable Materials.

- i) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
- ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the "Designated Facility"), which is currently the Waste Management/Recycle America LLC Intermediate Processing Facility located in Grayslake, Illinois. Notwithstanding the foregoing, the Village reserves the right to designate an alternate Designated Facility.
- iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Village may terminate this Agreement if the Contractor fails to abide

by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.

- d) In the event that the Village directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section, the Village and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.
- b. Solid Waste Data Reporting. The Contractor shall provide to the Village and the Solid Waste Agency of Lake County, on a quarterly basis, a report on the quantity, in tons, of: (i) Residential Waste collected within the Village, (ii) Recyclable Materials collected within the Village, and (iii) Landscape Waste collected within the Village. The Contractor shall prepare and deliver to the Village, at least once every twelve (12) calendar months, a breakdown, by number and type, of the residential service levels chosen by the customers in the Village. The Contractor acknowledges and agrees that the Village will provide program data and other public information to each Customer upon request.
- c. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.
- d. Cart Replacement. The Contractor shall replace at no charge to the Village or to the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of the Contractor, the occupant of the Residential Unit shall be responsible to compensate the Contractor the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- e. Bulk Items. The Contractor shall pick up one (1) Bulk Item per week per Residential Unit at no additional cost. Residential Units requesting this service will be responsible to contact the Contractor directly and make arrangements for collection of additional Bulk Items on an individual basis.
- f. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.
- g. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel employed by the Contractor in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
- h. Complaints and Missed Pick-Ups. All complaints as to the Contractor's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. The Contractor shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting.

- i. Anti-Discrimination. In performing the Service, the Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- j. Exclusive. The Village grants to the Contractor the exclusive right to perform the Services set forth in this Agreement. The Village agrees that it will not allow any other person and/or entity to lease carts to residents or engage in the collection of residential waste, within the Village.

IV. MUNICIPAL LOCATIONS AND SPECIAL EVENTS

The Contractor shall provide the Village with the following services up to the levels stated below at no additional charge:

- a. Municipal Locations
 - i. Public Works 222 Oak Knoll Dr. 1-8yd-3x per week trash, 1-4yd-2x Recycle
 - ii. Village Hall 1-4yd-2x Trash per week
 - iii. Fire Protection – Grand/Cedar 1-4 yards-x per week
 - iv. Fire Protection – Grand/Deep Lake 1-4 yards-x per week
 - v. Lake Villa Museum 130 Cedar Ave – 1-2yd-2x per week
 - vi. Baseball Field – Grass Lake Rd 1-8yd-3x per week
 - vii. Lehmann Mansion- 485 N. Milwaukee. 1-6yd-2x trash per week, 1-2yd-1x per week Recycle
 - viii. 3 Roll off boxes
- b. Special Events
 - i. Celebration of Summer (or of Fall) –
 - a) 6 standard port-a-lets
 - b) 2 handicap port-a-lets
 - c) 2 hand washing sinks
 - d) 40 event boxes
 - e) 1 - 30-yard dumpster serviced 2x
 - ii. Holiday Lighting Event and St. Patrick’s Day Parade (each event)
 - a) 8 standard port-a-lets
 - b) 2 handicap port-a-lets
 - c) 2 hand washing sinks
 - iii. Summer Concerts, four times per year –
 - a) 3 standard port-a-lets
 - b) 1 handicap port-a-lets
 - c) 1 hand washing sinks

V. ADDITIONAL SERVICES

The Contractor will provide the following programs at no cost to the Village:

- a. Fluorescent Bulb Recycling Kits. The Contractor will supply the Village with containers at no cost, for the Village to dispose of their light bulbs for proper recycling. Each box holds approximately 125 bulbs, which would accommodate the estimated 600 bulbs the Village produces each year.

- b. Battery Tracker Recycling Buckets. The Contractor will supply the Village with two (2) Waste Management Battery Tracker 3 ½ gallon Battery Recycling Kits per year, at no cost, for the Village to house at a public location (e.g., Village Hall), to promote environmental awareness allowing residents to bring their household-use dry cell batteries to the Village for proper recycling.
- c. Sharps Kiosk. The Contractor will continue to supply the Village with one pharmaceutical return kiosk for sharps at no cost. The Contractor will also supply the Village with seven (7) cases of sharps containers per year for residential use and the service of the unit. Each case holds 36 boxes of sharps containers.

The materials set forth in subsections a and b in this section are each part of a mail-back program. The Contractor will pick up the materials set forth in subsection c (i.e., Sharps Kiosk) as part of a regular schedule to be mutually agreed by the parties, or within a reasonable time after receiving notice from the Village that a pickup is needed.

VI. HOUSE COUNTY AND ADJUSTMENTS

The estimated number of Residential Units at the commencement of the term of this Agreement hereunder shall be 2,521 Residential Units (the “count”); however, the Parties shall verify the count prior to the initial billing under this Agreement and shall adjust the count for billing purposes accordingly. Either Party may propose a prospective adjustment to the count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new count to apply thereafter. The Contractor shall keep accurate route sheets and/or a Residential Unit database that shall be provided to Village promptly upon its request.

VII. FEES AND PAYMENTS

- a. Service Fee per Residential Unit. The per Residential Unit monthly fee to be paid by the Village to the Contractor is for the collection of unlimited Acceptable Waste, Recyclables, Yard Waste and Leaf Vacuuming per Residential Unit, placed at the curbside by the Resident by 7:00 a.m. the morning of pickup, at the frequency identified in this Agreement. The fee per Residential Unit, per month, is listed on the pricing schedule, Exhibit B. The monthly fee paid to the Contractor shall be calculated based upon the count available at the time each invoice is generated, times the fee per Residential Unit [e.g., Current Count of Residential Units x Fee = Monthly Invoice Amount].
- b. Annual Increase. Beginning November 1, _____, and each November 1st thereafter, the monthly fee per Residential Unit shall be adjusted by the Waste/Sewage/Trash Consumer Price Index (CPI) with a minimum 2.25% and maximum 4.25% adjustment each year.
- c. Invoices and Payment. The Contractor and the Village acknowledge, understand, and agree that the Village complies with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the “Act”) relative to the payment of invoices. The Contractor will submit monthly invoices to the Village and, in compliance with the Act, the Village shall have thirty (30) days from Village approval of the invoice to remit payment in full. Payment by Village shall be made by check or wire transfer or ACH debit. There shall be not interest charged for all payments made in compliance with the Illinois Prompt Payment Act. The maximum interest permitted by law shall be applied to balances due and unpaid, that are not in compliance with the Illinois Prompt Payment Act.

- d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, the Contractor shall be entitled to pass through to, and collect from, the Residential Units any additional collection or disposal costs, taxes, or surcharges incurred by the Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

VIII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

IX. FORCE MAJEURE

Performance of the Service by the Contractor may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, the Contractor shall notify the Village immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased. In the event of a strike that renders the Contractor unable to provide the Services as required pursuant to this Agreement, the Contractor shall cooperate in good faith with the Village to establish a location or locations for centralized drop-off, and the collection by the Contractor, of Acceptable Waste, Recyclable Materials and Yard Waste.

X. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Village agrees to indemnify, defend, and hold the Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Village's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Village, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. The Contractor agrees to indemnify, defend, and hold the Village, its elected and appointed officers, officials, employees and agents harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out

of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the intentional acts, negligent acts or omissions of the Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

- c. Notwithstanding any provisions contained herein to the contrary, the Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XI. INSURANCE

The Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker’s Compensation	Statutory
B. Employer’s Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The Village, and its elected and appointed officials and employees, shall be included as named additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, the Contractor shall deliver to the Village Administrator, or his designee, a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days’ written notice of cancellation is provided to the Village.

XII. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. The Contractor shall perform the Service as an independent contractor. The Contractor, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Village for any purpose whatsoever under this Agreement or otherwise. The Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Village any right or duty to supervise or control The Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which the Contractor shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

IN WITNESS THEREOF, the undersigned each represent to the other that the undersigned are agents of the respective parties hereto duly authorized to execute this Agreement on behalf of each respective party, and the parties have executed this Municipal Solid Waste, Recycling and Yard Waste Agreement as of the Effective Date set forth above.

CONTRACTOR:

VILLAGE:

Village of Lake Villa

Signature:

Signature:

Printed
Name:

Printed
Name:

Title:

Title:

EXHIBIT A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by the Contractor as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

I. Additional Specifications

- a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
- b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
- c. All aerosol cans must be empty with less than 5% content
- d. All plastic containers must be empty, caps removed; less than 5% food debris.
- e. All Fiber must be dry and free of food debris and other contaminating material.
- f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:

- a. Materially impair the strength or the durability of the Contractor's structures or equipment;
- b. Create flammable or explosive conditions in the Contractor's facilities;
- c. Contain dry cell batteries or lead acid batteries;
- d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the Contractor's property, its personnel or the public; or,
- e. Contain Excluded Waste as defined in the Agreement.

III. If loads of the mixed recyclables materials do not meet the Contractor's specifications for acceptable recyclables or are otherwise not properly segregated from the waste, the Contractor shall have the right to reject the load in whole or in part.

- iv. With the prior written consent of the Village, the Contractor may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials. If such mutual agreement is reached by the Village and the Contractor to discontinue acceptance of a recyclable material the Contractor shall provide written notice to the residents.

EXHIBIT B
PRICING

The fees to be paid by the Village residents to the Contractor hereunder are based on the collection of one (1) Acceptable Waste Cart and one (1) Recyclable Materials Cart per Residential Unit, placed at the curbside, at the frequency identified in this Agreement for each Residential Unit.

95-gallon Cart Per Residential Unit

- The fee for 95-gallon Carts per Residential Unit, per month, shall be \$_____ on May 1, 2024.
- This rate will then increase by \$_____ for weekly brush pickup and \$_____ for leaf vac services.
- If all these services are provided, the Monthly Unit Rate fee for a 95-gallon cart per Residential Unit shall be \$_____.

64-gallon Cart Per Residential Unit

- The fee for 64 gallon Carts per Residential Unit, per month, shall be \$_____ on May 1, 2024.
- This rate will then increase by \$_____ for weekly brush pickup and \$_____ for leaf vac services.
- If all these services are provided, the Monthly Unit Rate fee for a 64-gallon cart per Residential Unit shall be \$_____.

Yard Waste

- The seasonal collection charge for Yard Waste subscription service shall be \$_____ plus the May 1, 2024 CPI-U Chicago Index (at least two and a quarter percent (2.25%) and no more than four and one-half percent (4.5%) per Residential Unit.
- The price for individual pre-paid stickers or bags will be \$_____ plus the May 1, 2024 CPI-U Chicago (at least two and a quarter percent (2.25%) and no more than four and one-half percent (4.5%) for each sticker.

Annual Adjustments

- Beginning on May 1, 2025 and each May 1st thereafter, the Monthly Unit Rate fee per Residential Unit shall be adjusted by the Waste/Sewage/Trash Consumer Price Index (CPI) with a minimum 2.25% and maximum 4.25% adjustment each year. The annual increase shall apply to the 95 and 64-gallon Cart service, leaf vac services and branch collection services.

Other Terms

- There will be no fuel or environmental fees or surcharges during the entire term of the Agreement.
- Should the Village elect not to have the Contractor perform branch collection or leaf vac services, the Monthly Unit Rate fee per Residential Unit shall be adjusted by the fee listed in Exhibit B, which shall be adjusted annually pursuant to Section VII.b of the Agreement. The Village shall notify the Contractor by January 31 of each year that they wish to not have one or both of these services performed and the rate shall be adjusted on the next bill.
- Should the Village elect to have the Contractor perform billing, \$_____ shall be added to the Monthly Unit Rate fee per Residential Unit, which shall be adjusted annually pursuant to Section VII.b of the Agreement. Notwithstanding the foregoing, the Village may elect to switch and have the Contractor

perform the billing only once during the Term of this Agreement. The Village shall provide the Contractor with at least ninety (90) days advance written notice of its decision to have the Contractor perform the billing and the Village agrees to provide the Contractor with a list of names and addresses of the Village's residents and other information requested by the Contractor for billing purposes.

APPENDIX A-2

MUNICIPAL SOLID WASTE, RECYCLING AND YARD WASTE AGREEMENT

This Municipal Solid Waste, Recycling and Yard Waste Agreement (the "Agreement") is entered into on _____, 2023 (the "Effective Date"), by and between the **Lake Villa Township**, an Illinois municipal corporation ("Township"), and _____, a _____ corporation, whose address is: _____ ("Contractor").

RECITALS

- A. The Township desires to provide the residents of the Township with environmentally sound solid waste collection and disposal, recyclable materials collection and yard waste collection;
- B. The Contractor hereby represents to the Township that it has extensive experience in providing solid waste, yard waste and recyclable materials collection, disposal and processing; and
- C. The Township has determined that it would be in the best interests of its residents to contract with the Contractor for the collection of its residential solid waste, recyclable materials and yard waste according to the terms and conditions contained herein.

AGREEMENTS

I. DEFINITIONS

- a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Residential Waste shall be considered "Acceptable Waste" only if properly contained in a Cart provided by the Contractor and placed at the curbside on the proper weekly collection day. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to the Contractor upon collection in the Contractor's vehicles.
- b. "Designated Recycling Facility" means a materials recovery facility designated by the Township as a facility to which Recyclable Materials are transported by the Contractor for processing.
- c. Excluded Waste – shall mean, without limitation, any regulated quantity of Electronic Waste, a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; waste tires; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, tree branches and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart, not including Bulk Items. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.
- d. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to the Contractor upon placement by residents at the curb or edge of pavement for collection in the Contractor's vehicles.

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

- e. Yard Waste – shall mean waste material typically derived from landscaping (Landscape Waste); including but not limited to: grass clippings, leaves, shrubbery and similar garden waste. Branches and brush must be cut into lengths of 4 feet or less, and each branch should be no larger than 4 inches in diameter. This material must be placed at the curb in biodegradable Kraft paper bags or 32-gallon cans. The bags or cans must not weigh more than 50 lbs. and be clearly identified as yard waste. Twigs and branches can be bundled in four-foot-long by two-foot diameter bundles, tied and left at the curb for pick-up.
- f. Bulk Items – bulk items shall mean large furniture-type items such as couches, chairs, mattresses, tables and other furniture pieces including carpeting that has been cut, tied and bundled into rolls no larger than four (4) feet long and each bundled weighing no more than 50 pounds. Bulk Items do not include White Goods or electronic wastes.

g. Residential Unit – Residential Unit – shall mean a dwelling within the corporate limits of the Township occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with four (4) or more individual dwellings shall not be considered Residential Units and are, therefore, not covered by this Agreement.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on May 1, 2025, and expiring April 30, 2030. This Agreement may be extended by mutual agreement of the rates, terms and conditions set forth in writing and signed by both parties.

III. SERVICES

a. The Contractor shall furnish the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste, Recyclable Materials, and Yard Waste collection to all Residential Units of the Township, which currently consists of approximately 3,611 Residential Units (the "Service"). As part of the Service, the Contractor shall:

- i. Cart Supply. Each Residential Unit will be provided or has already been provided a 64-gallon or 96-gallon Cart for Acceptable Waste and a separate 64-gallon Cart for Recyclable Materials. Residents have the opportunity to upgrade their Cart for Recyclable Materials to a 96 -gallon annually during the month of June for no additional charge. Residents upgrading their Carts for Recyclable Materials at any other time will be charged a one-time \$25.00 fee by the Contractor. New Residential Units will be provided a 64-gallon or 96-gallon Cart for Acceptable Waste and a separate 64-gallon or 96-gallon Cart for Recyclable Materials as the Units are added to the Township. The Carts and equipment furnished by the Contractor to Residents and the Township shall remain the Contractor's property. Residents are expected

to provide their own cans with handles or biodegradable bags for Yard Waste, as discussed further below in subsection (iv).

- ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed upon between the Contractor and the Township. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. All Acceptable Waste must be placed at the curb for collection no later than 7:00 a.m. on the scheduled day of collection. All acceptable waste, recyclable materials and yard waste shall be picked up by the Contractor on the same day.
- iii. Recyclable Materials Collection Frequency, Days and Times. The Contractor shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The Township and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. The Contractor reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material.
- iv. Yard Waste Collection Frequency, Days and Times. The Contractor shall provide Yard Waste collection services to Residents of the Township on a weekly basis from April 1, to November 30 of each year. Yard Waste must be placed in 32-gallon containers or biodegradable Kraft paper bags. The containers and bags must not weigh more than 50 pounds each. The Contractor will collect all branch/brush bundles that are placed at the curb. All branches must be tied with string or twine into bundles not exceeding two (2) feet in diameter and four (4) feet in length and must weigh less than fifty (50) pounds each. There is no limit to the quantity of branch/brush bundles that Residents can place at the curb for collection; however, this service is not intended nor will the Contractor collect trees that have been cut down.
 - Tag Option. The Contractor will make readily available to residents for purchase a tag to be applied to a 30-gallon or 32-gallon container or paper bag other than the kraft bag. The cost of the tag will include pickup and disposal. See Exhibit B for pricing.
 - Subscription Option. The Contractor shall provide upon request the subscription service from April thru November. The Residential Unit shall be allowed up to four (4) cans or bags each week. The cost shall be billed directly to the respective Residential Unit once to cover the entire Yard Waste season. See Exhibit B for pricing.
- v. Leaf Vacuuming. The Contractor shall provide a leaf collection program during the fall throughout the Township. The collection will involve the Residents raking their leaves out to the ditch/curb line. Leaves will then be collected by the Contractor using a mechanical process. The Contractor will provide no less than _____ (___) curbside (edge of road) leaf collections per year. The schedule will be determined by mutual agreement between the Township and the Contractor.
- vi. Christmas Tree Collection. Residents may set out one (1) Christmas Tree per Residential Unit to be collected on the designated collection day during the first two weeks of January. Christmas trees must be clean (e.g., no ornaments, lights or tinsel) unbagged and under 6 feet in length (or cut into 2 pieces, each under 6 feet in length, if tree is greater than 6 feet tall).
- vii. Exclusions from the Service – Notwithstanding anything contained in this Agreement to the contrary, the Service shall not include white goods collection, construction or demolition waste collection. Services to commercial establishments are not covered by this Agreement.

viii. Disposal –

a) Residential Waste.

- (i) Residential Waste shall be removed from the Township at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
- (ii) Notwithstanding the foregoing, the Township reserves the right to direct the location of disposal to another pollution control facility.

b) Landscape Waste.

- i) All Landscape Waste shall be disposed of in a lawful manner at a properly permitted landscape waste composting facility.
- ii) Not less than sixty (60) days prior to the date on which the Contractor commences disposal of Landscape Waste at a particular location, the Contractor shall notify the Township in writing of the designation of such location. Notwithstanding the foregoing, the Township reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.
- iii) No Landscape Waste may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and approved in advance and in writing by the Township.

c) Recyclable Materials.

- i) All Recyclable Materials shall be collected, separated and otherwise treated so as to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
- ii) The Contractor shall deliver all collected Recyclable Materials to the SWALCO-designated recycling facility (the "Designated Facility"), which is currently the Waste Management/Recycle America LLC Intermediate Processing Facility located in Grayslake, Illinois. Notwithstanding the foregoing, the Township reserves the right to designate an alternate Designated Facility.
- iii) No Recyclable Materials may be deposited in a landfill or waste incinerator. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Township may terminate this Agreement if the Contractor fails to

abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.

- d) In the event that the Township directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility pursuant to this Section, the Township and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement as a result of an increase or decrease in realized costs.
- b. Solid Waste Data Reporting. The Contractor shall provide to the Township and the Solid Waste Agency of Lake County, on a quarterly basis, a report on the quantity, in tons, of: (i) Residential Waste collected within the Township, (ii) Recyclable Materials collected within the Township, and (iii) Landscape Waste collected within the Township. The Contractor shall prepare and deliver to the Township, at least once every twelve (12) calendar months, a breakdown, by number and type, of the residential service levels chosen by the customers in the Township. The Contractor acknowledges and agrees that the Township will provide program data and other public information to each Customer upon request.
- c. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the succeeding Friday, Christmas Eve, Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday.
- d. Cart Replacement. The Contractor shall replace at no charge to the Township or to the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of the Contractor, the occupant of the Residential Unit shall be responsible to compensate the Contractor the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- e. Bulk Items. The Contractor shall pick up one (1) Bulk Item per week per Residential Unit at no additional cost. Residential Units requesting this service will be responsible to contact the Contractor directly and make arrangements for collection of additional Bulk Items on an individual basis.
- f. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances.
- g. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel employed by the Contractor in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner.
- h. Complaints and Missed Pick-Ups. All complaints as to the Contractor's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. The Contractor shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) weekday, conditions permitting.

- i. Anti-Discrimination. In performing the Service, the Contractor shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.
- j. Exclusive. The Township grants to the Contractor the exclusive right to perform the Services set forth in this Agreement. The Township agrees that it will not allow any other person and/or entity to lease carts to residents or engage in the collection of residential waste, within the Township. Township shall have the right to exclude residential customers so long as they do not use another waste service provider.

IV. MUNICIPAL LOCATIONS AND SPECIAL EVENTS

The Contractor shall provide the Township with the following services up to the levels stated below at no additional charge:

Township locations

- i. Lake Villa Township 38707 Deep Lake Rd 1-4yd-2x per week
- ii. Lake Villa Township Center 1-8yd-3x per week T, 1-4yd-2x Rec
- iii. Lake Villa fire Protection State Route 59 1-4yd-1x per week T, 1-4yd-1x Rec
- iv. Peacock Camp 21777 W Edgewood Ave – 1-2yd-2x per week
- v. Venetian Village 4-96g carts 2x
- vi. Fox Lake Hills Property Owners Association at Glade & Chesney – 2-96g-1x
- vii. Chesney Park Boat Launch on Peninsula, – 2-96g-1x
- viii. Bayview Boat Launch on Lakeshore Drive – 2-96g-1x
- ix. Bayview Park on Hillside & Lakeshore – 2-96g-1x
- x. Orchard Gardens on Carson & Woodland – 2-96g-1x
- xi. Amber Shores Park 2-96g 1X

Summer Concerts, once per year

- a) 3 standard port-a-lets
- b) 1 handicap port-a-lets
- c) 1 hand washing sinks

Special Events mutually agreed to by the Township and Contractor

V. ADDITIONAL SERVICES

The Contractor will provide the following programs at no cost to the Township:

- a. Fluorescent Bulb Recycling Kits. The Contractor will supply the Township with containers at no cost, for the Township to dispose of their light bulbs for proper recycling. Each box holds approximately 125 bulbs, which would accommodate the estimated 600 bulbs the Township produces each year.
- b. Battery Tracker Recycling Buckets. The Contractor will supply the Township with two (2) Waste Management Battery Tracker 3 ½ gallon Battery Recycling Kits per year, at no cost, for the Township to house at a public location (e.g., Township Hall), to promote environmental awareness allowing residents to bring their household-use dry cell batteries to the Township for proper recycling.

- c. Sharps Kiosk. The Contractor will continue to supply the Township with one pharmaceutical return kiosk for sharps at no cost. The Contractor will also supply the Township with seven (7) cases of sharps containers per year for residential use and the service of the unit. Each case holds 36 boxes of sharps containers.

The materials set forth in subsections a and b in this section are each part of a mail-back program. The Contractor will pick up the materials set forth in subsection c (i.e., Sharps Kiosk) as part of a regular schedule to be mutually agreed by the parties, or within a reasonable time after receiving notice from the Township that a pickup is needed.

VI. HOUSE COUNTY AND ADJUSTMENTS

The estimated number of Residential Units at the commencement of the term of this Agreement hereunder shall be 3,611 Residential Units (the "count"); however, the Parties shall verify the count prior to the initial billing under this Agreement and shall adjust the count for billing purposes accordingly. Either Party may propose a prospective adjustment to the count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new count to apply thereafter. The Contractor shall keep accurate route sheets and/or a Residential Unit database that shall be provided to Township promptly upon its request.

VII. FEES AND PAYMENTS

- a. Service Fee per Residential Unit. The fees to be paid by each Residential Unit to Contractor for service are listed on the pricing schedule, Exhibit B.
- b. Annual Increase. Beginning November 1, _____, and each November 1st thereafter, the monthly fee per Residential Unit shall be adjusted by the Waste/Sewage/Trash Consumer Price Index (CPI) with a minimum 2.25% and maximum 4.25% adjustment each year.
- c. Invoices and Payment. Contractor will perform the billing and collection of fees from each Residential Unit within the Township. Contractor will individually invoice each Residential Unit within the Township on a quarterly basis for the services provided herein. The Township agrees to cooperate and assist Contractor by any means permissible to insure the collection of all funds due for the services performed, either on a current or delinquent basis. Payments shall be due within thirty (30) days of billing. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.
- d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, the Contractor shall be entitled to pass through to, and collect from, the Residential Units any additional collection or disposal costs, taxes, or surcharges incurred by the Contractor as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

VIII. DEFAULT AND TERMINATION

The failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10)

days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

IX. FORCE MAJEURE

Performance of the Service by the Contractor may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, the Contractor shall notify the Township immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased. In the event of a strike that renders the Contractor unable to provide the Services as required pursuant to this Agreement, the Contractor shall cooperate in good faith with the Township to establish a location or locations for centralized drop-off, and the collection by the Contractor, of Acceptable Waste, Recyclable Materials and Yard Waste.

X. INDEMNIFICATION

- a. To the fullest extent permitted by law, the Township agrees to indemnify, defend, and hold the Contractor harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the Township's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the Township, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- b. The Contractor agrees to indemnify, defend, and hold the Township, its elected and appointed officers, officials, employees and agents harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the intentional acts, negligent acts or omissions of the Contractor, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.
- c. Notwithstanding any provisions contained herein to the contrary, the Contractor shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.
- d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

XI. INSURANCE

The Contractor shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker’s Compensation	Statutory
B. Employer’s Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The Township, and its elected and appointed officials and employees, shall be included as named additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, the Contractor shall deliver to the Township Administrator, or his designee, a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days’ written notice of cancellation is provided to the Township.

XII. MISCELLANEOUS PROVISIONS

- a. Independent Contractor. The Contractor shall perform the Service as an independent contractor. The Contractor, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the Township for any purpose whatsoever under this Agreement or otherwise. The Contractor at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the Township any right or duty to supervise or control The Contractor, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which the Contractor shall perform its obligations under the Agreement.
- b. Amendments. No amendment to this Agreement shall be made except upon the written consent of both Parties.
- c. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.
- d. Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

Printed
Name:
Title:

Printed
Name:
Title:

EXHIBIT A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by the Contractor as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables ("Recyclables")	Unacceptable Materials
Aluminum food and beverage containers	Microwave trays
Glass food and beverage containers – brown, clear, or green	Mirrors Window or auto glass
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All glass containers must be empty and free of metal caps and rings and contain less than 5% food debris.
 - b. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - c. All aerosol cans must be empty with less than 5% content
 - d. All plastic containers must be empty, caps removed; less than 5% food debris.
 - e. All Fiber must be dry and free of food debris and other contaminating material.
 - f. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the the Contractor’s structures or equipment;
 - b. Create flammable or explosive conditions in the Contractor’s facilities;
 - c. Contain dry cell batteries or lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the Contractor’s property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet the Contractor’s specifications for acceptable recyclables or are otherwise not properly segregated from the waste, the Contractor shall have the right to reject the load in whole or in part.

- iv. With the prior written consent of the Township, the Contractor may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials. If such mutual agreement is reached by the Township and the Contractor to discontinue acceptance of a recyclable material the Contractor shall provide written notice to the residents.

EXHIBIT B
PRICING

The fees to be paid by the Township residents to the Contractor hereunder are based on the collection of one (1) Acceptable Waste Cart and one (1) Recyclable Materials Cart per Residential Unit, placed at the curbside, at the frequency identified in this Agreement for each Residential Unit.

95-gallon Cart Per Residential Unit

- The fee for 95-gallon Carts per Residential Unit, per month, shall be \$_____ on May 1, 2024.
- This rate will then increase by \$_____ for weekly brush pickup and \$_____ for leaf vac services.
- If all these services are provided, the Monthly Unit Rate fee for a 95-gallon cart per Residential Unit shall be \$_____.

64-gallon Cart Per Residential Unit

- The fee for 64 gallon Carts per Residential Unit, per month, shall be \$_____ on May 1, 2024.
- This rate will then increase by \$_____ for weekly brush pickup and \$_____ for leaf vac services.
- If all these services are provided, the Monthly Unit Rate fee for a 64-gallon cart per Residential Unit shall be \$_____.

Yard Waste

- The seasonal collection charge for Yard Waste subscription service shall be \$_____ plus the May 1, 2024 CPI-U Chicago Index (at least two and a quarter percent (2.25%) and no more than four and one-half percent (4.5%) per Residential Unit.
- The price for individual pre-paid stickers or bags will be \$_____ plus the May 1, 2024 CPI-U Chicago (at least two and a quarter percent (2.25%) and no more than four and one-half percent (4.5%) for each sticker.

Annual Adjustments

- Beginning on May 1, 2025 and each May 1st thereafter, the Monthly Unit Rate fee per Residential Unit shall be adjusted by the Waste/Sewage/Trash Consumer Price Index (CPI) with a minimum 2.25% and maximum 4.25% adjustment each year. The annual increase shall apply to the 95 and 64-gallon Cart service, leaf vac services and branch collection services.

Other Terms

- There will be no fuel or environmental fees or surcharges during the entire term of the Agreement.
- Should the Township elect not to have the Contractor perform branch collection or leaf vac services, the Monthly Unit Rate fee per Residential Unit shall be adjusted by the fee listed in Exhibit B, which shall be adjusted annually pursuant to Section VII.b of the Agreement. The Township shall notify the Contractor by January 31 of each year that they wish to not have one or both of these services performed and the rate shall be adjusted on the next bill.
- Should the Township elect to have the Contractor perform billing, \$_____ shall be added to the Monthly Unit Rate fee per Residential Unit, which shall be adjusted annually pursuant to Section VII.b of the Agreement. Notwithstanding the foregoing, the Township may elect to switch and have the Contractor

perform the billing only once during the Term of this Agreement. The Township shall provide the Contractor with at least ninety (90) days advance written notice of its decision to have the Contractor perform the billing and the Township agrees to provide the Contractor with a list of names and addresses of the Township's residents and other information requested by the Contractor for billing purposes.