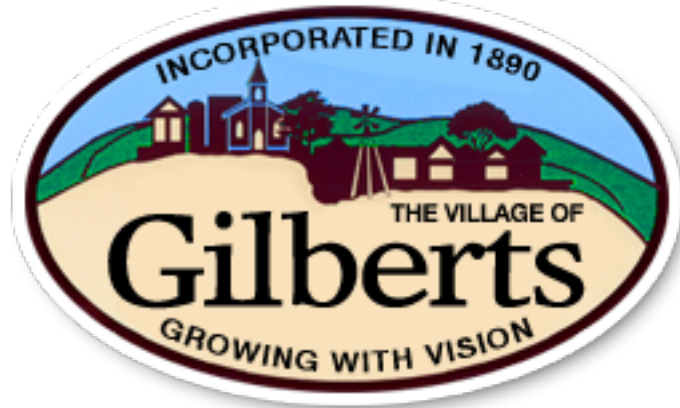


**RESIDENTIAL REFUSE, RECYCLING
AND YARD WASTE COLLECTION
REQUEST FOR PROPOSAL (RFP)**



VILLAGE OF GILBERTS

RFP Released: March 10, 2023

RFP Submission Deadline: 4:30 p.m., April 6, 2023

**Contact Information: Village Clerk Kelly Mastera,
kmastera@villageofgilberts.com, 847-428-2861 ext. 602**

87 Galligan Road

Gilberts, IL 60136

Phone: (847) 428-2861

www.villageofgilberts.com

Table of Contents

1)	Project Overview	1
	A) Exclusive Franchise Contract	1
	B) Exclusive Franchise Contract Exclusion.....	1
	C) Term of Contract.....	1
2)	Scope of Service	1
	A) Scope of Disposal.....	1
	B) Examination of Service Area.....	2
	C) Weekly Collection.....	2
	D) Point of Collection.....	2
	E) Collection Procedure.....	2-3
	F) Hours of Collection	3
	G) Holidays.....	3
3)	Refuse Collection	3
	A) General Service.....	3
	B) Refuse Receptacles	3
	C) Unlimited Pick-up.....	3
	D) Construction Material.....	3-4
	E) White Goods and Special Pickups.....	4
	F) Refuse Toters	4
	G) Additional Service.....	4
4)	Recycling Collection.....	4
	A) General Service	4
	B) Minimum Recyclable Materials to be Collected	4-5
	C) Recycling Receptacles	5
	D) Non-Conforming Recycling Receptacles.....	5
	E) Recyclable Material Disposition.....	5
5)	Yard Waste Collection.....	6
	A) Yard Waste Season.....	6
	B) General Service	6
	C) Yard Waste Receptacles	6

D)	Fall Leaf Pick-up	6
E)	Christmas Tree Recycling	6
F)	Yard Waste Disposal	6
6)	General Requirements.....	6
A)	Municipal Facilities	6-7
B)	Special Events	7-8
C)	No Strike Guarantee	8
D)	Disaster Clean-Up Services.....	9
E)	Vehicles	9
F)	Service Implementation.....	9
7)	Compensation.....	9
A)	Rates	9
B)	Billing.....	9
C)	Franchise Fee.....	10
D)	Recycling Revenue Sharing.....	10
E)	Senior/Disability Discount.....	10
F)	Price Change	10
G)	Change in Law	10-11
H)	Records.....	11
8)	Public Awareness	11
A)	Holiday Notification.....	11
B)	Maintain Schedule of Pick-up	11
C)	Informational Brochure.....	12
9)	Reporting & Customer Service.....	12
A)	Bi-Monthly Reporting Requirements	12
B)	Complaint Response	12
C)	Contact.....	12
10)	General Provisions.....	13
A)	Compliance with Laws	13
B)	Adherence to Schedule	13
C)	Default and Remedies.....	13-15
D)	Indemnification	15
E)	Performance Bond.....	16

F) Insurance.....	16-17
G) Equal Employment Opportunity	17
H) Independent Contractor Not Employed.....	17
I) Right of Inspection	17
J) Additional Requirements	18
K) Change in Service.....	18
L) Flow and Transportation of Refuse.....	18
M) Notice.....	18
N) Assignment of Duties.....	18
11) Contents of Proposals.....	19
A) Contractor Qualifications.....	19
B) Financial Proposal.....	19-20
C) Contractual Arrangements.....	20
D) Proposal Security.....	20
E) Proposal Deadline.....	21
12) Basis of Selection.....	21
Appendix A	22-24
Additional Toters.....	25
Optional Services.....	25
Appendix B	26
Appendix C	27
Appendix D.....	28
Appendix E.....	29
General Info.....	30

1) Project Overview

The Village of Gilberts (the "Village"), a community of 8,349 located in Kane County, Illinois is seeking one qualified and responsible company (the "Contractor") to provide refuse, recycling and yard waste collection services. The Contractor shall collect refuse, recyclable materials and yard waste once each week from every residence in the Village without regard to the number of refuse containers (with the exceptions listed in this RFP) and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this RFP.

A) Exclusive Franchise Contract

It is the intent of the Village to award the Contractor the sole exclusive franchise contract, license, and privilege to collect refuse, recyclable material, and yard waste from every residence in the Village.

The Contractor shall be an independent contractor as to the work, notwithstanding that in certain respects the Contractor is required to follow the direction of the Village. The Contractor is in no respect an agent, servant or employee of the Village.

B) Exclusive Franchise Contract Exclusion

The exclusive franchise contract will exclude refuse, recycling, and yard waste collection for non-residential customers and any construction waste or recyclables, save for elsewhere specified in this RFP.

C) Term of Contract

The initial term of the franchise contract to collect refuse, recyclable material and yard waste from every residence in the Village shall be for an initial term of **five (5) years commencing on August 31, 2023 and ending August 31, 2028**. At the expiration of the Term of this Contract, the Village and Contractor may renegotiate a new agreement for a similar length of term. The Village shall be free to solicit requests for proposals from other contractors for a new exclusive franchise contract at the end of the term, and the Contractor shall be free to submit its proposal.

2) Scope of Service

A) Scope of Disposal

The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to provide an adequate, uninterrupted and sanitary scavenger and curbside recycling service for the removal and disposal of all refuse, recyclable materials and yard waste during the term of the franchise contract and in accordance with the methods and procedures specified herein.

B) Examination of Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this RFP.

As of February 2023, the Village has 2,705 active accounts. An estimated 900 additional accounts are expected to become active during the 5-year term.

C) Weekly Collection

The Village desires to establish a two-day schedule for the collection of refuse, recycling and yard waste from all residences. The Contractor shall provide waste collection services on Thursdays for Village residences South of Route 72. The Contractor shall provide collection services on Fridays for Village residences North of Route 72. The collection dates shall remain the same throughout the length of the contract. Written requests for a change of collection dates must be submitted for Village approval within sixty (60) days of the proposed change. The Village has sole discretion in the approval or disapproval of any proposed change. The Contractor shall publish a pending schedule at least once in a newspaper of general circulation within the Village and mail notification to each service address at a minimum of forty-five (45) days before any proposed change that is approved by the Village.

D) Point of Collection

Refuse, recyclable materials, and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served, or at other specific points as designated by the Village. Refuse and recyclable material from buildings owned or leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

E) Collection Procedure

The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter nor spread as a result of the scavenger's service provided within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. Containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of

like kind and quality as those damaged. Contractor shall not be responsible for plastic containers of insufficient strength that may crack from exposure to freezing temperatures.

F) Hours of Collection

No refuse, recyclable materials and yard waste pickups shall be collected prior to 7:00 a.m. or no later than 6:00 p.m. central time. Notice of expected delays due to inclement weather or heavy volumes such as during the leaf collection season shall be reported to the office of the Village Administrator in a timely manner prior to the anticipated delay. In those cases, all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

G) Holidays

Holidays to be observed by the Contractor are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that a holiday falls on a weekday, refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday that week and that week only. The Contractor shall assist the Village in notifying residents of changes in collection day schedules due to the holiday schedule for the duration of the contract.

3) Refuse Collection

A) General Service

The Contractor is required to provide refuse collection once each week from every household in the Village and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Contract (the "Service").

B) Refuse Receptacles

Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

C) Unlimited Pick-up

The customer shall be permitted to put an unlimited number of trash containers out for pick-up as long as this material is the result of weekly accumulation or weekend cleanup projects. Unlimited refuse collection shall include bulk items (e.g. discarded furniture) and small amounts of construction debris and materials that one person can load into the collection vehicle.

D) Construction Material

The Contractor shall pick up small amounts of construction materials as described above. In the event large amounts of construction materials are placed on the curb that exceed the

agreed upon weight/size limits, the customer shall be responsible for arranging special pickups for the removal and disposal of those materials. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

E) White Goods and Special Pickups

All other solid waste not otherwise specified, including white goods, shall be collected and disposed of in unlimited quantity as a special pick-up.

Special pick-ups shall be accomplished within one week after cost estimate is given, or as otherwise agreed to by the customer. The Contractor shall provide a customer with an estimate of the cost of a special pickup service, with the cost specified in writing prior to rendering the service. Special pickups are to be picked up within one week after a cost estimate is given, or otherwise agreed to by the customer.

F) Refuse Toters

The Contractor will provide each customer with a 96- gallon refuse toter (receptacle with a lid and wheels) and a 65-gallon recycling toter. Residents may supplement the 65-gallon recycling toter with another generic container for recyclable materials if the 65-gallon toter is not large enough to accommodate residents' needs at no extra cost to the resident. The Contractor shall repair or replace damaged toters due to ordinary wear and tear or damaged by the Contractor's employees.

G) Additional Service

On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction contractors.

4) Recycling Collection

A) General Service

The Contractor is required to provide comingled recycling collection once each week from every residence in the Village to coincide with refuse/landscaping waste pickups.

B) Minimum Recyclable Materials to be Collected

- 1) PAPER ITEMS
 - a) Magazines and Catalogs

- b) Generic Brown Paper Bags
 - c) Junk Mail
 - d) Mix Papers
 - f) Paperboard (Chipboard)
 - g) Wet Strength Carrier Stock
- 2) ASEPTIC PACKAGING
- a) Milk Cartons
 - b) Juice Boxes
- 3) PLASTIC
- a) PET (#1) Plastic Bottles and Containers
 - b) HDPE (#2) Plastic Bottles and Containers
 - c) Plastic 6 & 12 Pack Rings
- 4) METAL
- a) Aluminum Cans, Foil, Baking Trays/Pie Plates
 - b) Steel or Tin Cans
- 5) GLASS
- a) Bottles and Jars
 - b) Brown, Green, Blue and Clear Glass

C) Recycling Receptacles

The Contractor will provide each customer a 65-gallon recycling toter (receptacle with a lid and wheels).

D) Non-Conforming Recycling Receptacles

Ordinarily there will be no more than one recyclable material container placed at the curb by the occupants of each residence. However, residents will be allowed to supplement the single container with a generic container if the recycle toter is not large enough to accommodate a resident's needs. Recyclable material packed in such generic containers shall be collected by the Contractor with all other recyclable material.

E) Recyclable Material Disposition

The Contractor shall, at least once a month, transport all recyclable material to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

5) Yard Waste Collection

A) Yard Waste Season

Yard Waste will be collected during the designated yard waste season, beginning April 1st and ending between December 1st and December 15th, to be specified by the Contractor in the proposal.

B) General Service

The Contractor is required to provide yard waste collection once each week to each household to coincide with refuse collection service. Yard waste collection and disposal services shall be provided at no additional charge to Village residents.

C) Yard Waste Receptacles

All yard waste shall be placed in waterproof plastic or metal container with a tight-fitting cover, or a biodegradable Kraft bag, of a size no larger than 34 gallons and not exceeding 50 pounds in weight.

D) Fall Leaf Pick-up

The Contractor will provide fall leaf pick-up from October 1st through December 15th, or as determined by the Contractor, each year at no additional charge to Village residents. The leaves need to be contained in permitted yard waste bags or a container. There will be no limit in the number of bags.

E) Christmas Tree Recycling

The Contractor shall pickup discarded Christmas trees placed curbside after the Christmas holidays until January 31, or as determined by the Contractor. Discarded Christmas trees shall be picked up at no additional charge to the customer and shall be considered included in the refuse collection and recycling program.

F) Yard Waste Disposal

The Contractor shall transport all yard waste materials to a yard waste composting site which meets the requirements of the specifications and provisions of all applicable laws.

6) General Requirements

A) Municipal and Governmental Facilities

The Contractor will provide the services hereinabove described, at all Village facilities, including the collection and recycling of mixed office paper and other recyclables, together with the collection and disposal of bar screen and grit chamber wastes generated by the Village sewage treatment plants, as well as roll-off containers for yard waste collected at

Public Works at no charge to the Village. Below is a list of Village and Governmental facilities to be served:

- 1) Village Hall 87 Galligan Road- 1 x 96-gallon garbage toter, 2 x 96-gallon recycling toters
- 2) Public Works, 73 Industrial Drive- 1 x 6-yard garbage container, 1 x 96- gallon recycling toter
- 3) Old Public Works Building, 84 Tower Hill Road- 1 x 2-yard garbage toter, 2 x 96-gallon garbage taters
- 4) Water Building, 320 Raymond Drive- 1 x 96-gallon garbage toter, 1 x 2-yard garbage container, 2 x 20-yard dumpsters
- 5) Police Department, 86 Railroad St.- 1 x 2-yard garbage container, 1 x 96-gallon recycling toter
- 6) Town Center Park, 301 Columbia Lane- 4 x 96- gallon garbage toters, 2 x 96-gallon recycling toters, 1 x 2-yard garbage container
- 7) Memorial Park, 355 Tyrrell Road- 6 x 96- gallon garbage toters, 1 x 96- gallon recycling toter
- 8) Waitcus Park, 16 Higgins Road- 2 x 96- gallon garbage toters, 1 x 96- gallon recycling toter
- 9) Conservancy Public Park- 2 x 96-gallon garbage toters, 2 x 96-gallon recycling toters
- 10) Rutland Dundee Fire Protection District Station 1, 11 E Higgins Road- 1 x 2-yard garbage container, 1 x 96-gallon recycling toter

B) Special Events

The Contractor will provide the necessary services to Gilberts Community Days, Easter Egg Hunt, Fall Bonfire, and spring/summer/fall seasons at Waitcus, Memorial, Town Center, and Conservancy Public Parks. These services would include refuse and recycling services as well as portable rest room facilities along with hand washing stations and ADA accessible rest rooms, as needed. These services will be provided at no extra charge to the Village. The minimum number of portable toilets, hand washing stations and dumpsters for said events shall be as follows, unless otherwise specified in advance by the Village:

- 1) Gilberts Community Days – Town Square Park (Late May/Early June- 4 days)
 - a. 25 total portable toilets (20 x regular, 5 x ADA)
 - b. 10 x hand wash stations
 - c. 45 x 96- gallon wheeled toters
 - d. 15 x 65-gallon recycling toters

- e. 1 x roll-off dumpster
- 2) Easter Egg Hunt – Near Eagles Club, 325 Raymond Dr (March/April – 1 day)
 - a. 3 total portable toilets (2 x regular, 1 x ADA)
 - b. 1 x hand wash station
 - c. 5 x 96-gallon wheeled toters (3 x garbage, 2 x recycle)
- 3) Fall Bonfire – Memorial Park (October – 1 day)
 - a. 6 total portable toilets (4 x regular, 2 x ADA)
 - b. 2 x hand wash stations
 - c. 8 total x 96 gal wheeled toter (6 x garbage, 2 x recycle)
- 4) Sports seasons – The minimum number of portable toilets, hand wash stations, and dumpsters for sports season (April 1 through October 31) shall be as follows unless otherwise specified in advance by the Village:
 - a. Waitcus Park – Higgins Road, West of UP Railroad Tracks
 - 2 total portable toilets (1 x regular, 1 x ADA)
 - 1 hand wash station
 - 3 x 96-gallon garbage toters
 - 1 x 96-gallon recycling toter
 - b. Memorial Park – 355 Tyrrell Road
 - 3 total portable toilets (2 x regular, 1 x ADA),
 - 1 hand wash station
 - 3 x 96-gallon garbage toters
 - 1 x 96-gallon recycling toter
 - c. Town Center Park – 301 Columbia Lane
 - 4 total portable toilets (3 x regular, 1 x ADA)
 - 1 hand wash station
 - 4 x 96-gallon garbage toters
 - 2 x 96-gallon recycling toters
 - d. Town Square Park – 195 Jackson Street
 - 3 total portable toilets (2 x regular, 1 x ADA)
 - 1 x hand wash station
 - 2 x 96-gallon garbage toters
 - 1 x 96-gallon recycling toter
 - e. Conservancy Public Park – Address Pending
 - 2 total portable toilets (1 x regular, 1 x ADA)
 - 1 x handwash station
 - 2 x 96-gallon garbage toters
 - 2 x 96-gallon recycling toters

C) No Strike Guarantee

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract.

D) Disaster Clean-Up Services

In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner.

In addition, the Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. If an agreement cannot be reached between the Contractor and the Village, the Village will be able to pursue the necessary services from another company.

E) Vehicles

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and clean-up of any litter that is caused by the failure to properly secure materials.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the franchise contract. A list of the necessary vehicles to complete the services as specified in the RFP must be provided by completing Appendix C.

F) Service Implementation

All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented by August 31, 2023.

7) Compensation

A) Rates

The Contractor agrees to provide, for the term of the contract, once-a-week per household, for a total of two collections per week in the Village for residential refuse, recycling and yard waste collection as provided in the specifications of this RFP. The Contractor will provide their proposed rates, as summarized on the form in Appendix A.

B) Billing

Contractor shall invoice the Village on a monthly basis for the Waste Collection Services described herein. All invoices will be paid in accordance with the Local Government Prompt Payment Act 50 ILCS/505.

C) Franchise Fee

The Contractor will pay the Village a franchise fee in an amount equal to five percent (5%) of the Contractor's base billings for the service for refuse, recycling and yard waste collection, payable on a quarterly basis. The Contractor shall be responsible for maintaining records of the base billings for purposes of remitting the 5% to the Village. The Village does not charge a license fee to the Contractor for Waste Collection Services.

D) Recycling Revenue Sharing

The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village. Gross profit is defined as the gross revenues derived from the sale of the recyclable materials less the direct cost of collection of such materials. Direct costs shall include equipment, labor, fuel and all transportation costs involved in delivering the recyclables to the processing center. The Contractor shall supply the Village with a report detailing the volume of recyclable material collected under this Agreement, the Gross Revenues derived from the sale of said material, and the direct costs involved in the collection and transportation of said material. This report shall be provided by the Contractor on a calendar quarter basis, and any payments due and owing the Village under this Paragraph shall be remitted by the Contractor to the Village within 45 days of the end of each calendar quarter.

E) Senior/Disability Discount

The Contractor shall offer a minimum 10% discount to any household where the head of the household is 65 years of age or older and/or is disabled. There are currently 131 active accounts eligible for the senior/disability discount. The Village shall determine eligibility for the senior/disability discount and maintain documentation of these accounts. The Village shall make this documentation available for review by the Contractor upon request.

F) Price Change

The cost of refuse, recycling and yard waste collection as summarized on form Appendix A shall be amended annually in accordance with the proposal forms. The price changes shall be effective on January 1st of each year of the franchise contract after December 31, 2024. The contractor may also provide information/rates on services available to non-residential customers on Appendix B. This information will be made available to Gilberts nonresidential customers as a courtesy.

G) Change in Law

The fees provided above in this section shall include any and all charges, taxes and fees for the collection, transportation and disposal of all refuse and yard waste collected and the transportation and processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or the contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities, and

inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances, regulations, taxes or government charges, that affects the Contractor's cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

H) Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and records shall be made available for examination and audit by the Village at any time during business hours. The Contractor shall maintain all records and documents related to this Agreement in accordance with the Freedom of Information Act, 5 ILCS 140 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, Contractor shall so notify the Village, and if possible, the Village shall request an extension of time so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

8) Public Awareness

A) Holiday Notification

The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the franchise contract.

B) Maintain Schedule of Pick-up

The Contractor shall continue to pick up garbage, recycling, and yard waste throughout the Village on the same day(s) of the week as proposed on Appendix A of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of sixty (60) days written notice to the Village. The Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the Village.

C) Informational Brochure

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the Village for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and Village shall mutually agree upon the contents of the informational brochure. The Contractor shall provide informational brochures for annual disbursement to all customers within the Village and 100 copies for distribution at Village Hall. The Contractor shall also provide the informational brochure in a digital format to be posted on the Village's and the Contractor's websites.

9) Reporting & Customer Service

A) Bi-Monthly Reporting Requirements

The Contractor shall provide the Village with the following bi-monthly reports:

- 1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- 2) Refuse: A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.
- 3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- 4) Yard Waste: A report on the status of the yard waste collection program, including the volume of yard waste collected (separated into amounts of leaves and grass) and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

B) Complaint Response

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Gilberts residents wishing to request service, or file complaints by telephone or in person, Monday through Friday (except holidays) from 8:30 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received. The Contractor shall notify the Village of any complaints received and corrective actions taken.

C) Contact

The Contractor shall provide a point of contact to the Village to handle any issues relative to the franchise contract as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the refuse, recycling and yard waste collection services provided by the Contractor. The Contractor shall also provide contact information for after-hours emergencies.

10) General Provisions

A) Compliance with Laws

The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

B) Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of the Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

C) Default and Remedies

- 1) Each of the following shall constitute a Breach on the part of the Contractor, (except in the case of the holidays specified in this agreement, acts of God, civil unrest or other factors beyond the control of the Contractor):
 - A. Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Agreement;
 - B. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for twenty-four (24) hours after notice to the Contractor from the Municipality of such failure; provided however, that this twenty-four (24) hour notice with opportunity to cure shall not be required in the event of persistent or repeated failure to perform;

- C. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;
 - D. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
 - E. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
 - F. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or
 - G. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement
- 2) If a Breach occurs, the Municipality may exercise any one or more of the following remedies:
- A. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (F) below, upon such termination the Contractor shall cease providing services under this Agreement;
 - B. The Municipality may seek liquated damages if the Contractor fails to collect and dispose of Waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquidated damages from the monthly payment, in addition to deduction of the regular collection rate.
 - C. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
 - D. The Municipality may (A) call upon the sureties to perform their obligations under performance bond or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own

devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services.

- E. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
- F. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation.
- G. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

This Section shall survive the voluntary or involuntary termination of this Agreement.

D) Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

E) Performance Bond

The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of the Franchise Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

F) Insurance

The Contractor shall obtain and maintain in full force and effect throughout the duration of this Contract, and any extension or renewal thereof, the following minimum insurance coverage's at Contractor's sole cost:

- 1) Comprehensive general liability and property damage insurance with limits of not less than \$5,000,000.00 for each occurrence and in the aggregate for bodily injury and property damage combined \$5,000,000.00.
- 2) Comprehensive automobile liability of \$5,000,000.00 for bodily injury and property damage combined for each occurrence.
- 3) Worker's Compensation Insurance as required by statute, and employer's liability insurance with limits of not less than \$500,000.00 each employee for bodily injury by accident or \$500,000.00 each employee or bodily injury by disease.

The Village shall be named as an additional insured except on the worker's compensation policy.

The Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the Village is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within 10 days of the date of execution of this Contract. The certificate shall include a provision that requires thirty (30) days prior written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Contract, the Contractor shall furnish the Village with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

All coverages required herein shall be primary insurance as respects the Village, its officials, officers, employees, volunteers and agents. Any insurance of self-insurance maintained by the Village, its officials, officers, employees, volunteers and agents shall be in excess of insurance maintained by the Village, and shall not contribute with said coverages/insurance.

Insurance companies which obtain a rating from A.M. Best, that rating shall be no less than A- VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A- VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable. All insurance required herein shall be placed with insurers licensed to do business in the State of Illinois and licensed by the Illinois Department of Insurance.

G) Equal Employment Opportunity

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, et seq.) and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) including:

- 1) Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.
- 2) Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request.

H) Independent Contractor Not Employed

The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

I) Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract

J) Additional Requirements

The Contractor at all times shall maintain access to disposal facilities licensed and approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract.

K) Change in Service

If the Village should wish to change the type or scope of service provided during the term of the franchise contract, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

L) Flow and Transportation of Refuse

Should a transfer station or similar garbage transportation and/or processing facility be located within the Village of Gilberts during the contract period, the Contractor shall be required to dispose of all refuse collected from Gilberts customers at the Gilberts facility.

M) Notice

All notification required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the Village at 87 Galligan Road, Gilberts, IL 60136, or at such other place as the Contractor is subsequently notified in writing.

N) Assignment of Duties

The Agreement will not be assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the Village. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the Village, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

11) Contents of Proposals

A) Contractor Qualifications

- 1) Provide an executive summary of your company which includes the company's name, address, phone/fax numbers and website address as well as a brief background description of the company's experience (including the number of years the company has been in business and the current number of customers).
- 2) Provide contact information for the person submitting your company's proposal. This information should include name, title, phone/fax numbers, mailing address and email address.
- 3) Provide a list of municipalities, along with contact names and information, where your company currently holds or held a franchise contract, within the last five years, for the collection of residential refuse, recycling, and yard waste.
- 4) Provide a description on how your company will implement and provide services as provided in this RFP, including a brief history of the firm and its experience, qualifications and success in providing these Services.
- 5) Provide a breakdown of the number of vehicles to be used in the execution of the franchise contract, including refuse, recycling and yard waste collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides. The list shall be provided by completing Appendix C.

B) Financial Proposal

- 1) Describe the firm's proposed fee for providing the Services as provided in this RFP per month, per household. This information is to be summarized on the form in Appendix A. The pricing should provide for the following alternatives:
 - I. A 5-year contract with unlimited 96-gallon garbage totes and 65-gallon recycling totes, bulk items, and yard waste collection.
 - II. A 5-year contract with limited 96-gallon garbage totes and 65-gallon recycling totes and yard waste collection, with proposal/cost for items that do not fit in the totes, such as a sticker-program. Include cost proposal for "pay-per-bag" for yard waste bags except during unlimited collection times in spring and fall (as determined by contractor).
 - III. A 5-year contract with garbage, recycling, and yard waste collection, with tote sizes as proposed by the Contractor.

IV. Pricing options for seniors and people with disabilities, such as discounted fees above the minimum 10% discount, or options for smaller totes at a reduced cost.

V. Pricing for an additional option of a Hazardous Waste Collection at least once per year.

2) Proposals may include optional services available to non-residential customers in Gilberts, as summarized in Appendix B. This information will be made available to Gilberts' businesses and institutions as a courtesy.

C) Contractual Arrangements

The awarded Contractor will be required to execute the franchise contract for the services outlined in this RFP, the Contractor's Proposal, and the Village and Contractor Agreement, in a form substantially similar to the form attached hereto as Appendix D and E, respectively.

The omission of specific reference to any provision(s) of this RFP and/or the Proposal in the Agreement shall not excuse Contractor's obligation to comply with such provision(s) or otherwise preclude the application of such provision(s).

In the event of a conflict between the text of the Village and Contractor Agreement and any exhibit hereto, the text of the Agreement shall control. In the event of a conflict between the RFP and the Contractor's Proposal, the RFP shall control.

D) Proposal Security

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the Village of Gilberts. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall forfeit the proposal security and shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful contractors.

E) Proposal Deadline

All proposals must be received at the Gilberts Village Hall, 87 Galligan Road, Gilberts, IL 60136 by 4:30 p.m. April 6, 2023. Proposals received after the deadline will not be accepted.

Any questions concerning this RFP will be directed to Village Clerk Kelly Mastera at kmastera@villageofgilberts.com. The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

Three (3) bound paper copies of the proposal and a digital copy of the proposal in .pdf format must be received at Village Hall by the deadline.

12) Basis of Selection

The Village of Gilberts will evaluate proposals, and, in their sole discretion, select a vendor that will best serve the interests of the Village of Gilberts. The Village of Gilberts has the right to reject all proposals or request additional information. In forming their decision, the Village of Gilberts will consider:

1. The Contractor's plan to provide the Village of Gilberts with the services as specified in the RFP.
2. The Contractor's experience in providing services similar to those described in this request for proposal and demonstrated ability to provide the services outlined in the Contractor's plan.
3. The Contractor's references from municipalities where the Contractor currently holds or held a service contract within the last five years.
4. The Contractor's financial proposal.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of Gilberts.

Appendix A-1

5-YEAR PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Gilberts

Proposal of _____
Company Name

Rates on per month basis for weekly pick-up for each Village household with unlimited toters, bulk items, and yard waste:

Term	96 gal. Garbage Toter	65 gal. Recycling Toter
August 31, 2023 – December 31, 2024	\$ _____	\$ _____
January 1, 2025 – December 31, 2025	\$ _____	\$ _____
January 1, 2026 – December 31, 2026	\$ _____	\$ _____
January 1, 2027 – December 31, 2027	\$ _____	\$ _____
January 1, 2028 – August 31, 2028	\$ _____	\$ _____

Annual Hazard Waste Collection \$ _____

Discount for seniors and people with disabilities _____

Appendix A-2

5-YEAR PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Gilberts

Proposal of _____
Company Name

Rates on per month basis for weekly pick-up for each Village household with limited toters and extra costs for yard waste collection and bulk items:

Term	96 gal. Garbage Toter	65 gal. Recycling Toter
August 31, 2023 – December 31, 2024	\$ _____	\$ _____
January 1, 2025 – December 31, 2025	\$ _____	\$ _____
January 1, 2026 – December 31, 2026	\$ _____	\$ _____
January 1, 2027 – December 31, 2027	\$ _____	\$ _____
January 1, 2028 – August 31, 2028	\$ _____	\$ _____

Bulk Item Cost \$ _____

“Pay-per-bag” for yard waste bags \$ _____

Annual Hazard Waste Collection \$ _____

Discount for seniors and people with disabilities _____

Appendix A-3

5-YEAR PROPOSAL—GARBAGE AND RECYCLING

To the Village Board of Gilberts

Proposal of _____
Company Name

Rates on per month basis for weekly pick-up for each Village household with different sized garbage and recycling toters and yard waste collection:

Term	___ gal. Garbage Toter	___ gal. Recycling Toter	___ gal. Garbage Toter	___ gal. Recycling Toter
8/31/23-12/31/24	\$ _____	\$ _____	\$ _____	\$ _____
1/1/25-12/31/25	\$ _____	\$ _____	\$ _____	\$ _____
1/1/26-12/31/26	\$ _____	\$ _____	\$ _____	\$ _____
1/1/27-12/31/27	\$ _____	\$ _____	\$ _____	\$ _____
1/1/28-8/31/28	\$ _____	\$ _____	\$ _____	\$ _____

Bulk Item Cost \$ _____

“Pay-per-bag” for yard waste bags \$ _____

Annual Hazard Waste Collection \$ _____

Discount for seniors and people with disabilities _____

Appendix B

Optional Services Offered

This RFP is for residential waste, recycling and yard waste collection services and does not include non-residential customers. Contractors are invited to provide information about services and rates that may be available to the 130+/- non-residential customers in Gilberts. This information will be made available to Gilberts businesses and institutions as a courtesy.

Please provide a rate summary sheet for services offered to non-residential customers, including but not limited to:

- 96-gallon garbage toter / 65-gallon recycling toter
- Commercial Refuse Rate (per yard)
- Commercial Recycling Rate (per yard)
- Roll-off Transportation (per load)
- Roll-off Disposal (per ton)

Summarize other services available to Gilberts non-residential customers, including contact information for non-residential customers.

Appendix C

Vehicle Inventory Form

Please list the number of vehicles which will be used to provide refuse, recycling and yard waste collection services as described in this RFP. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.

1) Number of vehicles used for one-day collection:

Refuse _____

Recycling _____

Yard Waste _____

Appendix D

Contractor's Proposal (attached)

*Must include contact information for an authorized representative of
the Contractor*

Appendix E

**Village and Contractor Agreement
(attached)**

General Info

Name: _____

Website: _____

President/CEO: _____

Proposal Contact and Number: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Signature of Representative: _____

Village of Gilberts, Illinois
Residential Waste Disposal Agreement
August 31, 2023 — August 31, 2028

This Agreement (the "Agreement") is made and entered into this ___ day of ___, 2023 by and between the Village of Gilberts, Illinois (the "Village") and _____ (the "Contractor").

Recitals

A. The Village awarded a refuse franchise in 2011 to a private entity for the collection of waste from residential and nonresidential locations with a termination date of August 30th, 2023.

B. The Village issued a "Residential Refuse, Recycling and Yard Waste Collection — Request for Proposal" seeking a qualified and responsible company to provide refuse, recycling, and yard waste collection services for residential properties in the Village, a copy of which is attached to this Agreement and incorporated herein as **Exhibit A ("RFP")**.

C. The Contractor submitted a proposal to the Village in response to the RFP, a copy of which is attached to this Agreement and incorporated herein as **Exhibit B ("___ Proposal")**.

D. The Village reviewed the _____ Proposal, among other proposals, and determined that it was in the best interests of the Village and its residents to enter into an Agreement to grant to Contractor the exclusive right to company to provide refuse, recycling, and yard waste collection services for the residential properties in the Village as described more fully in this Agreement.

E. On ___, 2023, the Village authorized this Agreement according to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the respective parties from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Recitals Incorporated.** The Recitals to this Agreement constitute an integral part of this Agreement, which evidences the intent of the parties in executing this Agreement and describe the circumstances surrounding its execution. The Recitals to this Agreement are incorporated herein as an integral part of this Agreement.

2. **Agreement Documents.** The documents which govern the Contractor's services under this Agreement (collectively, the "Agreement Documents"), and which constitute the entire agreement between the Parties, are:

- A. This Agreement;
- B. The RFP; and
- C. The _____ Proposal.

The Contractor shall comply with all provisions, requirements, and obligations set forth in the RFP and the Proposal, whether or not specifically stated in this Agreement. The omission of specific reference to any provision(s) of the RFP and/or the Proposal in this Agreement shall not excuse Contractor's obligation to comply with such provision(s) or otherwise preclude the application of such provision(s).

In the event of a conflict between the text of this Agreement and any exhibit hereto, the text of this Agreement shall control. In the event of a conflict between the RFP and the Proposal, the RFP shall control.

3. **Request for Proposal Incorporated.** The Request for Proposal constitutes an integral part of this Agreement, which evidences the terms and obligations of the parties in executing this Agreement. The Request for Proposal is incorporated herein as an integral part of this Agreement.

4. **Contractor's Proposal Incorporated.** The Contractor's proposal constitutes an integral part of this Agreement, which evidences the terms and obligations of the Contractor in executing this Agreement. The Contractor's Proposal is incorporated herein as an integral part of this Agreement.

5. **Term.** The initial term of this Agreement shall commence on August 31, 2023 and shall terminate on August 31, 2028. This Agreement shall be effective as of August 31, 2023 ("***Effective Date***").

6. **Scope and Grant of Franchise.** The Village hereby grants to the Contractor of the exclusive right, privilege, license and franchise to provide for refuse, recycling, and yard waste collection from residential properties within the Village limits, Village governmental locations, and Village sponsored events ("***Village Collections***"), as described more fully in this Agreement and the Agreement Documents.

7. **Non-Included Collections.** The Contractor is not required, under the terms of this Agreement, to pick up or dispose of any article or refuse, or recyclable material not specified in this Agreement, the RFP, or the Proposal. The Contractor shall provide property owners the option to independently contract with the Contractor to provide service for any non-included collection subject to any and all regulations governing residential, commercial, or industrial refuse and waste collection and providing that such collection does not adversely interfere with Contractor's obligations under this Agreement.

8. **Contractor's Obligations.**

a. **Scope of Work.** The Contractor shall, at its sole cost and expense, provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, and supplies to perform all of the services described in this Agreement, the RFP and the Contractor's Proposal, attached to this Agreement as **Exhibits A and B**, and in the manner described in this Agreement ("***Waste Collection Services***").

b. **Quality.** The Contractor shall perform the Waste Collection Services required in a neat, orderly and efficient manner; shall use due care and diligence in the performance of this Agreement, and shall provide neat, orderly, and courteous employees and personnel on its crews.

c. **Refuse and Recycling Carts.** Contractor shall deliver to each residential address a 96-gallon cart and a 65-gallon cart for use as refuse and recycling receptacles, respectively. The carts shall remain the property of the Contractor. The Contractor shall repair or replace, any such refuse and recycling carts which are damaged as a result of their handling by Contractor's employees or by ordinary wear and tear.

d. **Disposal Site — Methods.** All garbage, rubbish or waste, recyclable materials, and refuse collected by the Contractor, shall be disposed of by the Contractor at a site provided by the Contractor outside the Village limits. Disposable methods and sites shall be licensed and approved by the Illinois Environmental Protection Agency. Documentation of said license and approval by the EPA shall be supplied upon request from the Village.

e. **Scheduled Pick up Days.** The Waste Collection Services shall be provided in accordance with the Schedule attached as Appendix A to the RFP, unless otherwise modified by agreement of both parties.

f. **Customer Service.** The Contractor shall provide the level of customer service, complaint response, and public informational services that are described in the RFP.

g. **Reporting.** The Contractor shall provide bi-monthly reports to the Village that include, at a minimum, the information set forth in the RFP.

h. **Recordkeeping.** The Contractor shall maintain complete and accurate records as required by the RFP.

i. **No Strike Guarantee.** The Contractor shall be obligated to provide all services in a timely and complete manner, as described in the RFP.

j. **License Fee.** The Village shall not charge a license fee to the Contractor for the Waste Collection Services covered by this Agreement.

k. **Public Awareness.** The Contractor shall be obligated to provide all public awareness services as required by the RFP.

9. **Fees and Costs.**

a. **Waste Collection Service Fee.** Each Residential Property Owner shall receive Waste Collection Services as of the Effective Date of this Agreement in exchange for a monthly fee as outlined below for each respective residential property, which shall be paid by the Village ("**Waste Collection Service Fee**"). The Waste Collection Service Fee shall be discounted by XX% from current rates for any residential property where the head of the household is 65 years of age or older and/or disabled. The Village shall be responsible for determining eligibility for this discount and shall maintain documentation supporting any

discounts provided. The Village agrees to make this documentation available for review by the Contractor upon request. The total monthly Waste Collection Service Fee paid to the Contractor by the Village shall be calculated by multiplying the total number of residential properties within the Village limits, as amended from time to time, to determine the total amount the Village owes Contractor on a monthly basis. Contractor shall collect and dispose of Village Collections at no additional expense to the Village other than the fees described herein as they relate to the residential properties.

Period	Monthly Rate
8/31/2023 -12/31/2024	\$XX.XX
1/1/2025 – 12/31/2025	\$XX.XX
1/1/2026 – 12/31/2026	\$XX.XX
1/1/2027 – 12/31/2027	\$XX.XX
1/1/2028 – 8/31/2028	\$XX.XX

b. **Invoicing.** Contractor shall invoice the Village on a monthly basis for the Waste Collection Services described herein. All invoices shall be paid by the Village in accordance with the Local Government Prompt Payment Act 50 ILCS/505.

c. **Franchise Fee.** The Contractor shall pay the Village a franchise fee in an amount equal to five percent (5%) of the Contractor's base billings for the service for refuse, recycling and yard waste collection, payable on a quarterly basis. The Contractor shall be responsible for maintaining records of the base billings for purposes of remitting the 5% to the Village.

d. **Recycle Revenue Sharing.** The Contractor shall remit to the Village fifty percent (50%) of its gross profits from the sale of recyclable material collected in the Village as governed by this Agreement. Gross profit is defined as the gross revenues derived from the sale of the recyclable materials less the direct cost of collection of such materials. Direct costs shall include equipment, labor, fuel and all transportation costs involved in delivering the recyclables to the processing center. The Contractor shall supply the Village with a report detailing the volume of recyclable material collected under this Agreement, the Gross Revenues derived from the sale of said material, and the direct costs involved in the collection and transportation of said material. This report shall be provided by the Contractor on a calendar quarter basis, and any payments due and owing the Village under this Paragraph shall be remitted by the Contractor to the Village within 45 days of the end of each calendar quarter.

10. **Insurance.** The Contractor shall provide adequate insurance and performance security in the amounts and of the type required by the RFP.

11. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Village, its officers, officials, employees, agents, consultants and volunteers harmless from and against any and all liability, claims and attorney's fees, costs and expenses of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the Service or performance of work or failure to perform under the terms of this Contract, including, but not limited to, any negligent or intentional acts or omissions of Contractor, or any

employee, agent, representative or subcontractor of the Contractor. This obligation to indemnify shall survive the termination and/or expiration of this Agreement. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

12. **Performance Bond.** The Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor.

13. **Notice.** All notification required by this Agreement shall be in writing and shall be delivered or mailed by the Contractor to the Village at 87 Galligan Road, Gilberts, IL 60136, or at such other place as the Contractor is subsequently notified in writing. Notice by the Village to the Contractor shall be delivered or mailed to the addresses listed below. All mailed notice shall be sent by first class mail (collectively "Notice").

14. **Independent Contractor Not Employed.** The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or agents of the Village.

15. **Default.** Each of the following shall constitute a Breach on the part of the Contractor, (except in the case of the holidays specified in this agreement, acts of God, civil unrest or other factors beyond the control of the Contractor):

- a. Failure of the Contractor to pay, within thirty (30) days after notice from the Municipality of such nonpayment, amounts which are undisputed or which are due to the Municipality under this Agreement;
- b. Failure of the Contractor to perform timely any obligation under this Agreement except that such failure shall constitute a Breach only if such failure remains uncured for twenty-four (24) hours after notice to the Contractor from the Municipality of such failure; provided however, that this twenty-four (24) hour notice with opportunity to cure shall not be required in the event of persistent or repeated failure to perform;
- c. The Contractor being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or

acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property;

- d. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction;
- e. A bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days;
- f. Any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding; or
- g. The levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement

If a Breach occurs, the Municipality may exercise any one or more of the following remedies:

- a. The Municipality may declare an Event of Default and may then terminate this Agreement immediately, upon notice to the Contractor and, subject to the provisions of sub-paragraph (F) below, upon such termination the Contractor shall cease providing services under this Agreement;
- b. The Municipality may seek liquidated damages if the Contractor fails to collect and dispose of Waste as required under this Agreement and the missed collection is not rectified within 24 hours. Verified failure to make any collection shall be cause to deduct \$10.00 per verified collection failure as liquidated damages from the monthly payment, in addition to deduction of the regular collection rate.
- c. The Municipality may seek and recover from the Contractor any unpaid amounts due the Municipality, all its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement and all damages, whether based upon contract, negligence (including tort), warranty, delay or otherwise, arising out of the performance or nonperformance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.

- d. The Municipality may (A) call upon the sureties to perform their obligations under performance bond or (B) in the alternative, after releasing the sureties from their obligations under the performance bond or letter of credit, take over and perform the required services by its own devices, or may enter into a new contract for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the Municipality for the performance of the required services.
- e. The Municipality shall have the power to proceed with any right or remedy granted by federal laws and laws of the State as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Municipality shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
- f. Upon any such termination of this Agreement, the Contractor shall for a period requested by the Municipality, but not longer than six (6) months, continue to perform the contractual services during which period the Municipality shall continue to pay the Contractor its scheduled compensation.
- g. No remedy by the terms of this Agreement conferred upon or reserved to the Municipality is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Municipality. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

This Section shall survive the voluntary or involuntary termination of this Agreement.

16. **Miscellaneous.**

a. The Village shall cooperate with Contractor to provide account information and billing addresses for each residential property to be served by this Agreement.

b. If any word, term, phrase, sentence or paragraph of this Agreement is held invalid, the validity of the remainder shall not be affected.

c. This Agreement is not assignable by either party without the permission of the other, except that the Contractor may assign this Agreement to a corporate affiliate upon notice to the Village. In the event of a sale of Contractor to an unrelated third party, the Contractor may not assign this Agreement without the express written consent of the Village, which shall not be unreasonably withheld. In the event of an assignment, the terms and obligations of this Agreement shall be binding on the assignee and the respective rights, benefits and obligations of the parties shall inure to the benefit of the parties, and their respective heirs, successors and assigns.

d. The applicable laws of the State of Illinois shall govern the making, execution, interpretation and enforcement of this Agreement without regard for choice of law. Venue for any dispute arising out of this Agreement will be in the Circuit Courts of Kane County, Illinois.

e. The Contractor shall, at its sole cost, comply at all times with all laws, ordinances, and regulations of the Village of Gilberts, the County of Kane, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.

f. Time is of the essence to all provisions and terms of this Agreement.

g. At the expiration of the Term of this Agreement, the Village and Contractor may renegotiate a new agreement for a similar length of term.

h. Contractor agrees to maintain all records and documents related to this Agreement in accordance with the Freedom of Information Act, 5 ILCS 140 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, Contractor shall so notify the Village, and if possible, the Village shall request an extension of time so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

i. Contractor agrees to comply with all obligations under the Equal Employment Opportunity provision as provided in the RFP.

j. Contractor agrees to comply with all obligations under the Right on Inspection provision as provided in the RFP.

k. Contractor agrees to comply with all obligations under the Change in Service provision as provided in the RFP.

l. Contractor agrees to comply with all obligations under the Flow and Transportation of Refuse provision as provided in the RFP.

This Agreement is executed for the parties by their respective authorized persons on the date set forth in the caption by:

VILLAGE OF GILBERTS

By: _____

By: _____

Its: _____

Its: _____