

REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: Elburn Solid Waste Collection Services
Proposal Due: July 26, 2018 @ 10:00am
Proposal Opening: July 26, 2018 @ 10:01am

Required of All Contractors:

Deposit: \$5,000.00 deposit

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Required

Legal Advertisement published: July 12, 2018
Date Issued: July 12, 2018

This document consists of 44 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc**/flash drive with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Abode Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

JOHN NEVENHOVEN
VILLAGE ADMINISTRATOR
VILLAGE OF ELBURN
301 E. NORTH AVENUE
ELBURN, IL 60119
PHONE: 630-365-5060
www.Elburn.il.us

The Village of Elburn will receive proposals Monday thru Friday, 7:00 A.M. to 3:30 P.M. at Village Hall, 301 E. North Ave, Elburn, IL 60119, prior to due date.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Elburn Village Board, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this proposal are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Contractors MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Contractor will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Elburn will receive sealed proposals up to Friday, July 26 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the Village Board room at Elburn Village Hall, 301 E. North Ave., on Friday, July 26, 2018 at 10:01am.
- 1.3 Proposals must be received at the Village of Elburn by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Contractor.
- 1.4 Proposal forms shall be sent to the Village of Elburn, ATTN: John Nevenhoven, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the Contractor certifies under penalty of perjury that they have not acted in collusion with any other Contractor or potential Contractor.
- 1.7 For purposes of this RFP, all references to the "Village" shall mean the Village of Elburn.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Contractor to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon Village of Elburn. All requests for interpretations or clarifications shall be made in writing and received by the Village of Elburn at the Mandatory Bidders Meeting on Thursday, July 19 at 10:00am. All changes or interpretations of the specifications shall be made by the Village of Elburn in a written notice to all Contractors of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any Contractor's travel or personal expenses shall be the sole responsibility of the Contractor and will not be reimbursed by the Village.
- 2.5 The Contractor hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Contractor, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless a written contract is approved and signed by the parties.

4. SECURITY FOR PERFORMANCE

4.1 The awarded Contractor, concurrently with approved and execution of a contract signed by the parties, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney.

NOTE: As evidence of capability to provide such security for performance, each Contractor shall submit with the proposal either a letter executed by its surety company indicating the Contractor's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Contractor.

5. DELIVERY

5.1 All proposal prices are to be quoted, and delivered to the Village of Elburn, 301 E. North Street, Elburn, IL 60119.

6. TAX EXEMPTION

6.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. ORDINANCES, STATUTES, RULES, AND REGULATIONS

8.1 The successful Contractor will strictly comply with all applicable Village and local ordinances of the Village of Elburn and applicable rules and regulations of the State of Illinois.

9 USE OF MUNICIPAL NAME

9.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village of Elburn for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

10.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and hold harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors. The Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred by the Village of Elburn in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for the Village's own negligence.

11. NONDISCRIMINATION

11.1 Contractor shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

11.2 The Contractor shall not discriminate in employment and services on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., the Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and the Americans with Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

12.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Addresses the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Contractor's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the

Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

14.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's and Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's, or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.

14.4 Providing a copy of the statement required above to each employee engaged in the

performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Umbrella Liability	\$ 5,000,000	

- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the Village, provided said waiver does not invalidate coverage.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Elburn, their officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than thirty (30) days prior to the expiration date of any of the required policies. All Endorsements and Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such endorsements or certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Endorsement and Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

17.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

18.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

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

20. SUBLETTING OF CONTRACT

20.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Administrator. In no case shall such consent relieve the Awarded Contractor from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

22.1 The Village reserves the right to terminate the whole or any part of this contract, for any reason or no reason at all upon ten (10) days` written notice to the Awarded Contractor, in

the event of default by the Awarded Contractor. Default is defined as failure of the Awarded Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to cure said default. In the event that the Awarded Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Contractor. Any such excess costs incurred by the Village may be offset against any monies due and owing by the Village, respectively, to the Awarded Contractor.

23. BILLING & PAYMENT PROCEDURES

23.1 Separate invoices shall be sent to all residential customers. Payment will be made by the residential customers directly to the Contractor.

24. RELATIONSHIP BETWEEN THE CONTRACTOR AND THE VILLAGE

24.1 The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

25.1. Services performed by Contractor under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

25.2 If the Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Contractor's failure to comply with the above standard and reported to Contractor within one (1) year from the completion of Contractor's services for the Project.

26. GOVERNING LAW

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws or provisions. Venue is proper only in the County of Kane 16th Judicial Circuit Court, Il..

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-contractors.

28. WAIVER OF CONTRACT BREACH

28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited

to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

30.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**To Village:
Village Administrator
Village of Elburn
301 E. North Street
Elburn, IL 60119**

To Contractor:

And to the Contractor as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse, Duplex) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown 2-Ply Paper Bags shall mean a two-layer brown product container comprised of paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the Village has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Elburn's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a “disposal unit” shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, organics or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit.

For the purpose of **yard-waste** collection, a “disposal unit” shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. Yard waste collection shall also include one (1) 64 gallon, 33 gallon, or 96 gallon tote.

For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the Village of Elburn, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the Village of Elburn or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, copy paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the Village to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the Village.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 1.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture,

furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the Village name and the Contractor’s name and telephone number providing the solid waste services for the Village. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

- 34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the Village on a once-per-week basis.
- 34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote. As part of program, the Contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 2.
- 34.3 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.
- 34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

- 35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.
- 35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

- 36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the Village of Elburn, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

- 37.1 Toter or can production:
The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon totes to each single-family residence in the Village for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:
 - 1) a provided tote(s)
 - 2) a water-tight metal or plastic reusable waste container no larger than

thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity

- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.

37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal.

37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Village roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up by the Contractor in a workmanlike manner.

38. ACCEPTABLE/UNACCEPTABLE MATERIAL

38.1. UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.

38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.

39. EXAMINATION OF SERVICE AREA

39.1 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 collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would affect the execution and/or completion of the work covered by the contract.

40. ALTERNATIVES AND DEVIATIONS

40.1 The specifications included in this package describe existing services which the Village believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.

40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The

Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.

- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.
- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The Village, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The Village, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the resident for this service. The CONTRACTOR and the Village will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs

As a part of yard-waste collection, all eligible households located within the Village's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

- 42.2 The CONTRACTOR agrees to provide, for a monthly rental fee, a 64 gallon or 96-gallon tote to each single-family residence that desires to rent a tote for the purposes of yard waste collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the Village for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The Village's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.
- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible, at its sole expense, for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The Village, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall collect all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the

customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.

- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 4. In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.
- 43.11 The Village, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The Village, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the Village has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

44. ELECTRONIC WASTE MANAGEMENT

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

45. CURBSIDE COMPOSTING PROGRAM

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the Village that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 45.2 The Village's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 4. In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the

use of such site will be negotiated between the Village and the Contractor prior to its use.

- 45.4 Yard waste may also be co-mingled in with the organic compost material.
- 45.5 The Village, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The Village, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has indicated an ability to collect but which the Village has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the VILLAGE. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the cleanup and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47. COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Appendix 5. The Contractor shall furnish, at no additional cost to the Village, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The Village reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Appendix 5.

48 [Section purposefully omitted]

49. [Section purposefully omitted]

50 BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the residents individually for all serviced UNITS within the respective municipality.

51. MONTHLY REPORTING

- 51 The Contractor shall prepare and submit to the Village a monthly refuse, yard-waste, recycling material, electronic material and organic material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in the Village covered under this contract:

- 51.1 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.
- 51.2 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.
- 51.3 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.
- 51.4 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the Village customers during the month.
- 51.5 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the Village customers during the month.

52. CONSUMER EDUCATION

- 52.1 Upon request, the Contractor agrees to provide Village residents with such educational materials as the Village, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the Village or its residents for the printing and distribution of any consumer education materials.

53. TITLE TO WASTES

- 53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

- 53.1 All refuse and yard-waste collected shall be removed from the Village by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

- 54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 2 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

- 55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the Village) for refuse, and yard waste (organic material) periodically throughout the year. The Village and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, fire, earthquake, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 Refuse, yard waste, and recycle collection shall be on Wednesday of each week.

For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.

- 56.2 The schedule shall not be changed without first obtaining consent from the Village Administrator, and not without giving a minimum of thirty (30) days written notice to all residents affected by the change. The Village may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the Village Administrator. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

56.3 In no case shall collection commence prior to 7:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the Village.

57. HOLIDAYS

57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

57.2 The Contractor agrees to inform the Village and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

58.1 If, at any time during the term of this contract, the Contractor shall collect from any neighborhood of the Village on a day other than the scheduled day, the Contractor shall immediately notify the Village that it is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the Village will notify the Contractor by mail. The Village may determine that this second or subsequent collection violation as a breach of contract, and therefore the Village reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The Village Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

59.1 The Contractor is responsible for the public streets curbside pick-up of all residential locations as well as designated locations as requested by the Village.

60. REPLACEMENT DAMAGE

60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. The vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks and have entry for refuse into the vehicle's

collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean-up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. If the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the Village Administrator, after an actual demonstration of the vehicle on the streets of the Village. Fines for overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall also adopt a written drug and alcohol policy. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the Village Administrator.

63. ACCIDENT PREVENTION

63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The Village, individually and the Contractor shall agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the Village with sufficient NCR forms for logging of complaints by Village staff. Any complaint received by the Village shall be immediately communicated to the Contractor.

The Contractor is required to supply the Village with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.

- 64.2 The Contractor shall provide the Village with name, phone number, and email address for an individual to serve as contact person for the Contractor for purposes of Village staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the Village Administrator so that the Village and the Contractor may resolve the dispute, if possible, before additional action becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village. If a missed pick up is reported by the Village or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the Village within two (2) business days. As noted above, the Contractor shall supply to the Village a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the Village in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the Village, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the Village to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Elburn code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective Village.

67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The Village agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The Village agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the Village does, by execution of this Contract

pursuant to Village Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the Village of Elburn. This grant expressly includes the right and duty to service any land annexed to the Village where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The Village shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal and processing of refuse, recycling and yard-waste from properties in the Village of Elburn. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

69.1 The Contractor shall provide at least five (5) references of “like” public agencies with current contacts in accordance with Appendix 6 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the Village of Elburn. Proposals submitted without the required security shall be rejected. After formal written notification by the Village that a contract award decision has been made, the proposal security for the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

71.1 The term of the Contract will be Five (5) years, and shall commence at 12:01 a.m. on October 1, 2018 and shall remain in full force and effect through termination at 11:59 p.m. on September 30, 2023. Upon request, the Village may exercise an option to extend the contract term for an additional one (1) year period ending at 11:59 p.m. on October 30, 2024. The Contractor may negotiate in good faith, on request of the Village, for an extension to the contract, provided that the contract extension is approved by the Village

Council no later than one hundred twenty (120) days before the termination of the existing contract.

72. Deleted

73. PERFORMANCE BOND

73.1 The Contractor shall provide a performance bond to the Village of Elburn issued by a surety in an amount of \$500,000.

74. EMERGENCIES

74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the Village, the Contractor's equipment shall be placed at the disposal of the Village upon request for such temporary use, provided that upon such use the Village shall pay the operating cost of such equipment and labor as it is used. The Village reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

75.1 The Village of Elburn 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 his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village of Elburn or the residents

76. TAXES, LICENSES & PERMITS

76.1 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 the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

77.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive weeks, and in the opinion of the Village Administrator, there has not been sufficient cause to justify such lack of observance, the Village, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary, to provide substitute services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. The foregoing option shall not be available to the Village, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such

collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the Village exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the Village can only be an amount which is in excess of the total amount that the Village would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the Village in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

78. STRIKES/FORCE MAJEURE

78.1 The Contractor shall be required to file proof with the Village Administrator that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the Village Administrator within thirty (30) days thereafter, proof that said agreement contains a "no strike" clause.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF ELBURN, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

CONTRACTOR:

_____	Date: _____
Company Name	_____
_____	Email Address
Street Address of Company	_____
_____	Contact Name (Print)
Village, State, Zip	_____
_____	24-Hour Telephone
Business Phone	_____
_____	Signature of Officer, Partner or Sole Proprietor
Fax	_____
_____	Print Name & Title
ATTEST: If a Corporation	

Signature of Corporation Secretary	

VILLAGE OF ELBURN

_____	ATTEST:
Authorized Signature	_____
_____	Signature of Village Clerk
Title	_____
_____	Date
Date	_____

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

VILLAGE: _____

STATE: _____ ZIP: _____

PHONE: _____

FAX: _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

VILLAGE: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: _____

DATE: _____

CONTRACTOR'S CERTIFICATION (page 1 of 3)

With regard to _____, Contractor _____ hereby certifies

(Name of Project)

(Name of Contractor)

the following:

1. Contractor is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Contractor certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Contractor certifies that not less than the prevailing rate of wages as determined by the Village of Elburn, Kane County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Contractor in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Contractor certifies that Contractor and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Contractor, Contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Contractor certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Contractor further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Contractor is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Contractor further certifies that if it owes any tax payment(s) to the Department of Revenue, Contractor has entered into an agreement with the Department of

CONTRACTOR'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Contractor is in compliance with the agreement.

BY: _____
Contractor's Authorized Agent

			-						
--	--	--	---	--	--	--	--	--	--

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Contractor is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

CONTRACTOR'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

Village, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

**APPENDIX 1
REQUIRED RECYCLABLES TO BE COLLECTED**

The Village requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

**APPENDIX 2
GENERAL PRICE QUOTATION SHEET**

Attached spreadsheet

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

**APPENDIX 4
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, organics and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

ELECTRONIC WASTE

Name of Facility	Facility Address	Disposal Limitations

ORGANIC MATERIAL

Name of Facility	Facility Address	Disposal Limitations

**APPENDIX 5
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES**

Location	Service Type	Size	Frequency
<u>Elburn Village Hall and Police Department</u> 301 E. North Street	Refuse Recycling	1-6 yd. 3-96 gallon toters	1x/wk. 1x/wk.
<u>Elburn Public Works</u> 422 E. North Street	Recycling Refuse Yard Waste	1-96 gallon 1-6 yd. 1-20 yd.	1x/wk. 1x/wk. As needed
<u>Elburn Waste Water Treatment Plant</u> 1N250 Thryselius Drive	Refuse	1-6 yd. open	1x/wk.
<u>Elburn Well # 5</u> 814 S. Anderson Road	Port-o-let	1 port-o-let	Service as needed
<u>All Village Rentals When Required</u>	Refuse	96 gal. toters, 33 gal. toters, 18 gal. toters 30 yd. open dumpster	

(APPENDIX A continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the lift of the contract. The Contractor shall provide, at no cost to the Village, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the Village. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract. All special events to have port-a-potties and hand washing stations and 2yd dumpsters.

**APPENDIX 6
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED**

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

**APPENDIX 6
CONTRACTOR QUALIFICATIONS**

Name of Business: _____

Business Address: Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____

Drivers: _____

Office Personnel: _____

Signature: _____ Date: _____

