



Residential Refuse, Recycling and Yard Waste Collection  
Program – Request for Proposals (RFP)

Revised Sept 16, 2019

(Exhibit A)

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## **Section 1 – Requests for Proposals**

### **A. Request for Proposal**

The Village of Mt. Zion, Macon County, Illinois (hereinafter referred to as “Village”) is seeking proposals for a residential solid waste collection and disposal service program with an initial term from January 1, 2020 through December 31, 2025. This Request for Proposal (RFP) document describes in detail the Village’s objectives and criteria for the establishment of a solid waste collection and disposal service program, as well as the anticipated review and selection process.

The company (hereinafter referred to as “Contractor”) providing a proposal for such services shall submit a sealed proposal in accordance with the specifications of this RFP document.

### **B. Contract Document**

It is the express intent of the Village that all specifications as outlined in this RFP, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

Any exclusive franchise contract granted will incorporate the content of this RFP, also referred to as Exhibit A, as the basis for the terms of service.

### **C. Alternate Proposals**

As part of the completion of the proposed rates for service as included in Exhibit B, the Village will be seeking alternate proposals that include once a week pick-up and once a week pick-up all on the same day.

### **D. Contents of Proposals**

1. Provide an executive summary of the company which includes the company’s name, address, phone/fax numbers and website address as well as a description of the company’s experience including relevant experience servicing municipalities.
2. Provide contact information for the person submitting the company’s proposal, including name, title, phone/fax numbers, mailing address and email address.
3. Provide a list of municipalities where the company currently holds an exclusive franchise contract to provide refuse, recycling and yard waste collection within Mt. Zion area within the past five years.
4. Provide a list of at least three (3) references from municipalities the company currently provides refuse, recycling and yard waste service.
5. Provide a description of how the company will implement and provide services as outlined in the RFP, including the company qualifications.
6. Provide a breakdown on the number of garbage, recycling and yard waste trucks proposed to be utilized in the collection program on a daily basis (i.e. the total number of trucks for one (1) day pick-up would be essentially double the amount of trucks for two (2) day pick-up). All of these trucks should display, at minimum, the name of the Contractor and a vehicle identification number clearly visible on both sides.

7. Describe the company's proposed fee for providing services as provided in this RFP by completing Exhibit B.
8. A \$5,000 proposal security as described in 1-H of this RFP.
9. A map showing how the Village would be divided, if necessary, and the days of collection service for each divided section of the Village should the Contractor propose a two-day collection.

#### **E. Pre-proposal Meeting**

Prospective contractors are required to attend a mandatory pre-proposal meeting to discuss the collection services as set in this RFP and to have any clarification questions answered. The pre-proposal meeting shall take place Tuesday, September 10, 2019 at 2:30 p.m. in the Mt. Zion Village Hall, 1400 Mt. Zion Parkway, Mt. Zion, IL 62549.

#### **F. Proposal Deadline**

All proposals must be received at the Mt. Zion Village Hall, 1400 Mt. Zion Parkway, Mt. Zion, IL 62549 by 12:00 p.m. Tuesday, ~~September 17~~ October 1, 2019. Proposals received after the deadline will not be accepted.

Any questions concerning the RFP will be directed to Julie Miller, Village Administrator, at 217-864-5424 and not to any other person at the Village. The Village will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

#### **G. Basis of Selection**

The Village of Mt. Zion will evaluate the proposals, and if a vendor is selected, the vendor will be selected on the basis of:

1. The Contractor's plan to provide the Village of Mt. Zion with the services as specified in this RFP.
2. The Contractor's experience in providing services similar to those described in this RFP.
3. The Contractor's references from municipalities where the Contractor currently holds or held an exclusive franchise contract within the last five years.
4. The Contractor's financial proposal as specified in Exhibit B.
5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of Mt. Zion.

**The Village of Mt. Zion has the right to waive technicalities, modify and reject any or all proposals.**

## **H. Proposal Security**

Each proposal shall be accompanied by a proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of \$5,000 or a surety bond, made payable to the Village of Mt. Zion. Proposals submitted without the required security shall be rejected.

After formal notification by the Village that a contract award decision has been made, the proposal security of 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 letter of credit, the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

The successful Contractor's security shall be retained until the letter of credit has been furnished.

Proposal securities of the proposing Contractors shall be held until the successful Contractor's letter of credit has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

## **I. Withdrawal of Proposals**

A written request for the withdrawal of a proposal may be granted if the request is received by the Village Administrator prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal.

## **J. Competency of Contractors**

The opening and reading of proposals shall not be construed as acceptance by the Village. The Village reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the Village, the Contractor shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services required by the specifications therein.

## **K. Service Implementation**

All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented on January 1, 2020.

## **L. Contract Document**

It is the express intent of the Village that all specifications as outlined in the Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

## Section 2 – Project Overview

### A. General Description of Services

The Village of Mt. Zion is a community of 5,833 residents located in Macon County, Illinois. The Village is seeking one qualified and responsible Contractor to provide refuse, recycling and yard waste collection services. The Contractor shall provide these collections at least once and not more than two times per week to all single family and multi-family units that currently receive curbside refuse, recycling and yard waste collection under current Village ordinances. Multi-family properties serviced by centralized dumpsters, commercial properties and industrial properties are excluded from this franchise contract.

### B. Exclusive Contract

It is the intent of the Village to award the Contractor the sole exclusive franchise contract and privilege to collect refuse, recycling and yard waste from all single family and multi-family residences within the Village, excluding multi-family properties serviced by centralized dumpsters. Commercial, industrial and institutional properties are also excluded from this franchise contract.

### C. Initial Term of Franchise Contract

The initial term of the franchise contract shall be for five (5) years commencing in January 1, 2020 and ending December 31, 2025, unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as to the effective date of termination by certified mail, return receipt requested.

### D. Renewal Term of Franchise Contract

No later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a two (2) year contract extension. It shall be the right of the Village to determine whether to proceed with the process to negotiate a two (2) year contract extension. Should the Village and Contractor pursue, but fail to agree on mutually acceptable terms for a two (2) year contract extension, the Village shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

### E. Weekly Collection

Currently, the Village receives refuse twice per week, recycling once per week and yard waste collection is seasonal and is serviced by two different contractors. The current pick-up days vary. However, the Village is considering once per week pick-up for refuse, recycling and yard waste collection. One (1) day collection proposals must include which day service would be provided for refuse, recycling and yard waste collection. Each service must be provided on the same day.

Though the Village prefers collection on one (1) day, proposals for a two (2) day collection program will be considered. Any two (2) day collection proposal must include which days service would be conducted and a plan for how the Village would be divided. For a two (2) day proposal,

each divided section of the Village must still receive refuse, recycling and yard waste collection on the same day.

**F. Price Changes**

The cost of refuse, recycling and yard waste collection shall be amended annually in accordance with the Contractor’s proposal rates in Exhibit B. The price changes shall be effective January 1<sup>st</sup> of each year of the franchise contract.

**G. Collection of Charges**

All charges for services shall be collected by the Contractor directly from its customers. The Contractor shall not look to the Village, but shall look solely to its customers, for the payment of services rendered. Village Ordinances require all residential properties to have refuse, recycling and yard waste collection service. The Village will assist the Contractor by enforcing its Ordinances.

**Section 3 – Scope of Work**

**A. Program Design**

The method of collection shall continue to be a subscription curbside program. As part of this program, the Contractor will provide 64- or 65-gallon recycling totes and 95- or 96-gallon refuse totes to residents. For large families the Village will consider allowing residents to rent an additional 95- or 96-gallon refuse totes on a monthly-basis for a flat rate of service.

Refuse and recycling collection shall be conducted year-round with yard waste being collected for at least eight months (April through November).

Refuse, recycling and yard waste collection shall be collected on one (1) or two (2) days per week.

**B. Days of Collection**

The Contractor shall provide at a minimum once a week, refuse, yard waste, and recyclable collection service to all single family, attached single-family, and multi-family residential properties which currently receive curbside collection. In no case shall any area or residence receive less than once a week collection. The Village currently receives two (2) day pick-up throughout the entire service area. The Contractor shall designate the day(s) the program will take place in accordance with Exhibit B and include a diagram of how the Village would be divided for any proposed two (2) day pick-up program. Any boundary line streets shall have both sides of that street collected on the same day.

**C. Hours of Collection**

The Contractor shall not commence work before 6:00 a.m. and shall cease collections by 6:00 p.m. The Contractor shall furnish a sufficient number of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor’s employees shall provide collection services to Mt. Zion residents with as little noise, disturbance and disruption as possible.

**D. Point of Collection**

Refuse, recyclable materials and yard waste materials shall be collected from receptacles placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served.

In the event that it is not practical for refuse, recycling and yard waste material to be collected directly from the curb/edge of pavement at a property or in a specific development, the Contractor shall work with the customer on a resolution and notify the Village of the outcome.

Refuse and recyclable material from buildings owned or leased by the Village shall be collected from receptacles at a reasonably accessible location designated by the Village Administrator.

**E. Examination of the Service Area**

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the 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 factors which would affect the execution and/or completion of the work covered in Exhibit A.

**F. Holidays**

The Contractor shall not be required to provide refuse, yard waste or recyclable collection services on the following recognized holidays:

- |                |                  |  |
|----------------|------------------|--|
| New Year’s Day | Memorial Day     | Independence Day (4 <sup>th</sup> of July) |
| Labor Day      | Thanksgiving Day | Christmas Day                              |

In the event that any of these holidays fall on a week-day, all refuse, yard waste and recyclable collection services on that day and for the remainder of the collection week shall be delayed one day after the recognized holiday. If collection is scheduled on a Friday, collection shall also be provided on Saturday, as the result of a holiday.

**G. Employee Conduct/Quality of Performance**

The Contractor shall undertake to perform all collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crewmembers while on duty or in the course of performing their duties under the contract. The Contractor shall require all drivers to follow all local, state and federal laws while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry a valid State of Illinois driver's license for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including gross vehicle weight and speed limits.

#### **H. Vehicles**

All vehicles shall display the name of the Contractor, a phone number and a vehicle identification number, which are clearly visible on both sides of the vehicle. All vehicles shall be fully enclosed, leak proof and operated in such a way that no refuse, recyclables or yard waste can leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings. The Contractor shall be responsible for the immediate collection and clean-up of the litter.

The Village reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

#### **I. Change in Service**

If the Village should wish to change the type of service provided for during the term of the contract including, but not limited to the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to the date such service is to begin. The Village and Contractor shall agree to negotiate the terms, frequency and price of such change in service after proper notice has been served.

#### **J. Future Development/Annexations**

The Contractor shall service any land annexed to the Village of Mt. Zion during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the Village and future residential development shall be provided on the same terms as set forth herein.

Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the Village.

#### **K. No Strike Guarantee**

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

#### **L. Additional Requirements/Disposal Facilities**

The Contractor at all times shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency (IEPA), the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in the contract.

At any point of the contract, the Village may request the Contractor to provide a list of all of the facilities it utilizes to dispose of the refuse, recycling and yard waste collection as part of the Village's waste collection program.

### **Section 4 – Refuse Collection**

#### **A. Refuse Collection Program**

The collection of household garbage, bulk materials, white goods (i.e. appliances) and household construction and demolition debris shall be offered on a year round basis.

#### **B. 95/96 Gallon Refuse Toter Service**

The Contractor shall make available to the residents participating in the curbside collection service collection from 95/96 gallon toters. The Contractor shall provide toters and any other related equipment necessary for collection to residents. The Contractor shall bill the resident receiving the service directly and shall cancel service, without penalty fee, provided the resident notifies the Contractor within 30 days in advance of the last date of service. The flat monthly rate for this service shall be provided on the enclosed price quotation sheet (Exhibit B).

#### **C. Refuse Containers**

For refuse not in a 95/96 gallon refuse toter, the refuse must be properly contained in cans, and is not to exceed 50 gallons in size or 50 pounds in weight per can or bag or large items that cannot be containerized. Refuse which is not readily storable in refuse containers shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

#### **D. Collection Standards**

The Contractor shall be required to provide a tagging system for any refuse container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity, container overweight and unacceptable refuse.

#### **E. Bulk Items/Materials**

The Contractor shall provide collection services, at no additional cost, for items which are too large to fit into an approved refuse container, but do not exceed, in total 50 pounds in weight. Examples shall include: discarded toys, crates, barrels, small tables, small chairs, etc.

The Contractor shall also provide collection services, for an additional fee to the customer, for items that exceed 50 pounds in weight in accordance with the enclosed price quotation sheet, Exhibit B. Examples shall include: sofas, tables, mattresses and dressers.

#### **F. White Goods**

The Contractor shall also provide collection services, for an additional fee to the customer, for white good items (i.e. appliances) exceeding 50 pounds in weight in accordance with the enclosed price quotation sheet, Exhibit B. Examples shall include: refrigerators, dish washers, water heaters, washers, dryers, etc.

#### **G. Construction Material**

The Contractor will pick up small amounts of construction material that is in proper containers, not to exceed 50 gallons, weighing less than 50 pounds or bundled into 4-foot bundles not exceeding 50 pounds, and secured on both sides. ~~The debris from small remodeling projects cannot exceed 2 cubic yards, the equivalent of 10 normal trash containers. This material will be picked up at no additional charge to the customer.~~ Anything in excess of 50 lbs. or 1 4-foot bundle must be negotiated with the hauler in advance of pick-up at an additional charge.

In the event large amounts of construction materials are placed at the curb, which exceeds 2 cubic yards, the customer shall be responsible to arrange a special pick-up for the removal and disposal of those materials, for an additional fee to the customer. The Contractor will provide the customer with an estimate upon said terms if requested by the customer, and if the customer so elects, the Contractor shall provide said service. Residents are not required to use the Contractor for the removal of construction materials.

#### **H. Household Hazardous Waste**

It is not intended that the Contractor be responsible under this contract to dispose of household hazardous waste, this can be handled separately from the contract. This contract does not preclude the Contractor from providing that service to the Village resident separately.

#### **I. Debris Management/Natural Disaster Clean-up Plan**

In the event of a manmade or natural disaster including events such as tornado, flood, etc., the Contractor will work with the Village to arrange special collection(s) to assist in clean-up efforts. The cost of the service in response to manmade or natural disaster shall be negotiated between the Village and the Contractor. It is the intent of the Village to work with the Contractor on clean-up efforts in response to a manmade or natural disaster; however, the Village will be allowed to use an alternate Contractor should the Village and Contractor not be able to agree on terms.

## **Section 5 – Recycling Collection**

#### **A. Recycling Collection Program**

The collection of household recycling shall be offered on a year-round basis.

## **B. Recycling Containers**

The Contractor shall provide a free 64/65 gallon recycling toter to each household receiving curbside refuse collection via exclusive franchise contract with the Village. The Contractor shall allow recycling materials to be comingled (i.e. plastic, glass, metal and paper products mixed together). The Contractor shall provide written preparation requirements/ instructions to each household participating in the recycling program including rinsing, removing labels, flattening and removing caps and lids.

## **C. Minimum Recycling Materials to be Collected**

The Contractor shall collect the following materials at a minimum:

### Non-Paper Items

- Cloudy white HDPE (#2) plastic milk and water jugs
- Colored HDPE (#2) plastic blow molded containers
- PETE (#1) plastic blow molded containers
- LDPE and HDPE soft plastic 6 & 12 pack rings
- Brown, green and clear glass containers
- Aluminum formed containers and wrap
- Steel/bi-metal cans
- Aerosol cans
- Formed steel containers
- Aluminum cans
- Aseptic packing and gable-top containers

### Paper Items

- Corrugated cardboard
- Chipboard (Paperboard)
- Newspaper (ONP)
- Magazines and catalogs (glossy & non-glossy)
- Telephone directories
- Brown kraft paper bags
- Frozen food packages
- Mixed paper
- Wet strength carrier stock

The aforementioned materials shall be referred to as the basic recycling package. The Contractor may accept additional recyclable materials as part of their proposed minimum recycling package at no additional charge to the Village or Mt. Zion residents.

## **D. Non-Conforming Recycling Receptacles**

Ordinarily there will be no more than the 64/65 gallon recycling toter provided by the Contractor at the curb by the occupants of each residence. ~~However, residents will be allowed to supplement the single container with a generic container if the receptacle provided by the~~

~~Contractor is not large enough to accommodate a resident's needs. Recyclable material packaged in such generic containers shall be collected by the Contractor with all other recyclable material.~~

#### **E. Recyclable Material Disposition**

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

## **Section 6 – Yard Waste Collection**

#### **A. Yard Waste Collection Program & Season**

The Contractor is required to provide yard waste collection once each week for at least eight (8) months during the calendar year (April-November). The yard waste collection service shall be offered each year from April 1 through November 30 during the term of the contract. The Village reserves the right to extend the length of the yard waste collection season, at its discretion, for a period of up to two (2) weeks and shall notify the Contractor of such change.

#### **B. Yard Waste Containers**

In order for approved yard waste or leaves to be collected, it shall be placed curbside in a maximum 33-gallon biodegradable kraft paper bag or appropriately dimensioned bundle. There shall be no limit on the number of paper bags or bundles placed out for collection by a given household.

#### **C. Christmas Tree Collection**

The Contractor shall provide a special collection for Christmas trees during the month of January. The Contractor agrees to perform this once a year service at no charge to either the Village or Mt. Zion residents.

#### **D. Brush and Tree Trimmings**

The Contractor shall collect brush and tree trimmings as long as the materials are bundled no more than four-feet in length and 18 inches in diameter with a maximum weight of 35 pounds and secured with biodegradable twine or other accepted material.

#### **E. Yard Waste Toters**

The Contractor can offer, at its discretion to the residents, an option of the Contractor providing and maintaining a yard waste toter. This option is for the convenience of the customer. The rate for this will be established between the customer and the Contractor and bill to the customer on a monthly basis.

## Section 7 – Special Collection Services

### A. Spring Clean-up Days (Sparkle & Shine)

The Contractor shall provide the Village with a special spring curbside clean-up day on an annual basis where bulk items (couches, chairs, beds, etc.) will be picked up for free. The Contractor agrees to perform this service at no charge to either the Village or Mt. Zion residents. Each residential unit will be provided one pick-up in that day.

### B. Village Special Events

The Contractor shall provide refuse/recycling containers and other ancillary containers and pick-up service at no cost to the Village of Mt. Zion for Village sponsored events including, but not limited to Blue Ribbon Night at Fletcher Park (July 3) and limited to no more than three (3) events per year. ~~should the Village choose to have one.~~ Additional events may be added during the term of the contract as requested by the Village. This shall include separate waste and recycling receptacles for the events in an amount as reasonably determined by the Village of Mt. Zion.

### C. Resident Requested Special Collections

The Contractor shall offer a special curbside collection service for large quantities of refuse including, but not limited to, household construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The Contractor shall also specify the minimum cubic yardage of refuse necessary for the collection to be considered a special collection. Items, which are less, in total, than the minimum requirement shall be considered bulk materials for collection and disposal purposes. The Contractor shall advise the resident directly of the terms of such collection (i.e. what materials will be collected, how the materials should be prepared, the date of collection and/or the policy on furnishing advance estimates of charges).

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris which cannot easily be picked up at the curbside.

The terms and pricing of special collections and dumpster rental and pick-up service as requested by residents shall be arranged solely between the Contractor and the resident. The resident shall make payment for any special collection directly to the Contractor, and collection of such fees shall be the sole responsibility of the Contractor. Residents are not required to use the Contractor for special collections or dumpster rentals.

**D. Village Property Owner Requested Special Collections**

The Contractor shall also at the request of the Village Property Owner, collect quantities of refuse, debris or yard waste left at the curb, (i.e. evictions or “skip-outs”) and shall bill the property owner for such costs.

**E. Municipal Properties**

Free once-a-week refuse and recycling collection, as well as special pick-ups upon request of the Village shall be provided to the following Village and other municipal properties. The Contractor shall provide the size dumpster specified (unless another container is requested and agreed upon) in the list below to each property.

Refuse Collection

Convention Center	1400 Mt. Zion Parkway	3 yard
Police Department	410 W. Main Street	1-2 yard
Public Works Department	1075 N. Public Works Lane	6 yard
Fletcher Park	323 Fletcher Park Blvd	3 yard

The Village reserves the right to include additional municipal buildings or facilities for service by the Contractor during the term of the contract. The number and type of containers or dumpsters and their replacement at each location shall be specified by the Village and shall be furnished at no charge by the Contractor during the term of the contract.

**Section 8 – Public Awareness & Customer Service**

**A. Holiday Notification**

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

**B. Maintain Schedule of Pick-up**

The Contractor shall continue to pick-up refuse throughout the Village on the same day(s) of the week as proposed on Exhibit B of this RFP during the term of the franchise contract (the “Schedule”). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents by mail.

**C. Informational Brochure & Public Outreach**

The Contractor shall create, supply and maintain throughout the term of the franchise contract an informational brochure to the Village for distribution to new residents and residents upon request. The brochure should inform residents of aspects included in the residential refuse, recycling and yard waste collection service. The Contractor and Village shall mutually agree upon the contents of the informational brochure.

Upon request of the Village, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the contract.

The Village retains the right to approve all materials to be delivered by the Contractor to Village of Mt. Zion residents including, but not limited, to door hangers, leaflets, fliers, etc.

**D. Reporting Requirements**

*Refuse:* A monthly report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same, and summaries of any problems encountered with the programs implementation.

*Recycling:* A monthly report on the status of the curbside recycling program, including the volume of recyclable materials collected and deposited at any and all material processing facilities, the percent of homes participating, revenues collected from the material processing facilities and summaries of any problems encountered with the programs implementation.

*Yard Waste:* A monthly report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with programs implementation.

*Missed Pick-ups:* A weekly report or email of all missed pick-ups and the reason refuse, recycling and/or yard waste was not collected and the dates and times of such complaints and corrective action taken by the Contractor with respect to each complaint.

*Complaints:* For any complaint forwarded by the Village of Mt. Zion to the Contractor, the Contractor shall provide a written report or email to the Village of Mt. Zion as to how the contractor responded to the resident’s complaint and the outcome.

**E. Complaint Response**

The Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service at which Mt. Zion customers can call to pay their bills, to request service or file complaints Monday through Friday (except holidays) from 9:00 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

**F. Contractor Contact**

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

**Section 9 – General Provisions**

**A. Adherence to Schedule**

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

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

**B. Penalties, Remedies and Default**

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the Village (“Default”), the Village shall have one or more of the following remedies:

In the event of the Contractor’s failure to collect, remove and properly dispose of the refuse, recyclable materials and yard waste in accordance with the time periods set forth herein for more than three consecutive days (excluding Saturdays, Sundays and holidays), the Village Administrator may cause such refuse and other disposable materials to be collected and disposed of by means available to the Village, and any and all expense incurred by the Village for that purpose shall be charged to the Contractor and collected from the Surety under the irrevocable letter of credit submitted pursuant to Section 9-F of Exhibit A.

If at any time, during the course of the Contract, the Contractor shall collect waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays as specified in Exhibit A or where the Village has approved the alternate collection day) the Contractor shall notify the Village that the Contractor is in Default under this Contract. If a similar violation should occur once more within the three (3) week period following the week of the original Default is shall be considered a material breach of this Contract and grounds for its immediate termination.

Except for the violation of those terms and provisions of the Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if the Contractor is otherwise in Default of this Contract, the Village may notify the Contractor that it is in Default. The Village shall notify the Contractor in general terms the nature of the Default and that the Contractor’s rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days of the notice. If the Contractor fails to cure its Default, the Contractor’s rights under the Contract shall cease.

**C. Insurance**

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

Worker’s Compensation Insurance as prescribed by the laws of the State of Illinois.

Employer’s Liability Insurance, with limits of not less than \$1,000,000 per occurrence.

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than \$1,000,000 combined single limit per occurrence, and \$2,000,000 aggregate.

The Contractor shall include the Village, its officers, employees and agents named as additionally insured on ~~any of~~ the foregoing policies **excluding Worker’s Compensation**. The Contractor shall also furnish to the Village a Certificate of Insurance attesting to the respective insurance coverage for the full term of the Contract.

The Village shall receive written notice of cancellation or reduction in coverage on any insurance policy within ~~45~~ **60** days prior to the effective date of the cancellation or reduction.

**D. Indemnification**

The Contractor shall indemnify, defend, save and hold harmless the Village, its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including worker’s compensation claims, attorney’s fees and costs of defense, that the Village may suffer, incur or become liable for on account of:

The negligence of the Contractor, its employees, agents or assigns.

Any assertion of claim under the Illinois Worker’s Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor.

Any action in law or equity brought by any person or entity under Federal or State law in an effort to set aside the Contract.

**E. Licenses and Taxes**

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State and Local taxes including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment or real estate.

**F. Irrevocable Letter of Credit**

The Contractor shall furnish to the Village an irrevocable letter of credit in the amount of \$100,000 from a reputable banking institution acceptable to the Village to guarantee the faithful

performance of the Contract. The Contractor shall notify the Village of the institution providing the letter of credit by December 20, 2019. The letter of credit shall be payable to the Village and prepared in a format approved by the Village Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the Village by January 2, 2020. A surety bond in lieu of a letter of credit in the amount of \$100,000 will be acceptable.

**G. Contingency**

If the Contractor fails to perform the work as specified herein, the Village may take such steps as are determined necessary to furnish services according to the collection requirements provided for in Exhibit A. The Village shall provide the Contractor at least 24 hours written notice and shall draw on the Contractor’s Letter of Credit for all expenses incurred as a result of such action.

**H. Independent Contractor**

The Contractor acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

**I. Compliance with Applicable Laws**

The Contractor shall comply with all applicable Federal, State and Municipal laws, ordinances, rules and regulations governing the collection, disposal and processing of refuse, recyclables and yard waste during the term of the Contract.

**J. Change in Laws**

The fees provided above in this provision shall include any and all charges, taxes and fees for collection, transportation and disposal of all refuse and yard waste collected and the transportation, processing and disposition of all recyclable materials. The Contractor shall pay all sales, use, property, income and other related taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor’s facilities and for all licenses, permits, certificates of authorities and inspections required for this work. In the event there is a change or addition in a new local, state or federal rule, ordinance, regulation, tax or government charge, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may approach the Village to request adjusting the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

**K. Equal Employment Opportunity**

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

Refraining from unlawful discrimination in employment and undertake affirmative action to eliminate the effects of any past discrimination.

Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

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

**L. Non-Assignment**

The Contractor shall not assign or subcontract any rights or interests under the Contract or any part thereof to any other person, firm or corporation without the prior written consent of the Village.

**M. Right of Inspection**

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

**N. Records**

The Contractor shall maintain complete and accurate books, records and accounts showing its total monthly/quarterly billings for the collection service in the Village, and gross receipts from the sale of recyclable materials during the term of the Contract. Such books and receipts shall be made available for examination and audit by the Village at any time during business hours.

**O. Penalties and Fines**

The Contractor shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

**P. Notifications**

Official notifications shall be made in writing and addressed to the Village as follows:

Village of Mt. Zion  
Julie Miller, Village Administrator  
1400 Mt. Zion Parkway  
Mt. Zion, IL 62549

## Exhibit B – Pricing Proposal

**1) Current Program** — Includes one spring clean-up day collection, A.K.A. Sparkle & Shine

~~# of Collection Days – Two (2) Refuse, One (1) Recycling & One (1) Yard Waste (Seasonal)~~

~~Refuse Collection Day(s) (circle) ————— Monday Tuesday Wednesday Thursday Friday~~

~~Recycling Collection Day(s) (circle) ————— Monday Tuesday Wednesday Thursday Friday~~

~~Yard Waste Collection Day(s) (circle) ————— Monday Tuesday Wednesday Thursday Friday~~

	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste (includes recycling toter)</b>	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste with 95/96 Gallon Refuse Toter Service (includes recycling toter)</b>	<b>Monthly Rental Fee for an additional 95/96 gallon Refuse Toter</b>
<del>January 1, 2020</del>			
<del>January 1, 2021</del>			
<del>January 1, 2022</del>			
<del>January 1, 2023</del>			
<del>January 1, 2024</del>			

**2) Alternate #1 Program – Includes one spring clean-up day collection, A.K.A. Sparkle & Shine**

**# of Collection Days = One (1) Refuse, One (1) Recycling & One (1) Yard Waste (Seasonal)**

**Refuse Collection Day(s) (circle) -                      Monday   Tuesday   Wednesday   Thursday   Friday**

**Recycling Collection Day(s) (circle) -                      Monday   Tuesday   Wednesday   Thursday   Friday**

**Yard Waste Collection Day(s) (circle) -                      Monday   Tuesday   Wednesday   Thursday   Friday**

	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste (includes recycling toter)</b>	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste with 95/96 Gallon Refuse Toter Service (includes recycling toter)</b>	<b>Monthly Rental Fee for an additional 95/96 gallon Refuse Toter</b>
<b>January 1, 2020</b>			
<b>January 1, 2021</b>			
<b>January 1, 2022</b>			
<b>January 1, 2023</b>			
<b>January 1, 2024</b>			

**3) Alternate #2 Program – Includes one spring clean-up day collection, A.K.A. Sparkle & Shine**

**# of Collection Days = One (1) Refuse, One (1) Recycling & One (1) Yard Waste (Seasonal). All services in one single day for the entire Village.**

**Refuse, Recycling & Yard Waste Collection Day (circle) -**

**Monday Tuesday Wednesday Thursday Friday**

	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste (includes recycling toter)</b>	<b>Monthly Flat Fee for Refuse, Recycling &amp; Seasonal Yard Waste with 95/96 Gallon Refuse Toter Service (includes recycling toter)</b>	<b>Monthly Rental Fee for an additional 95/96 gallon Refuse Toter</b>
<b>January 1, 2020</b>			
<b>January 1, 2021</b>			
<b>January 1, 2022</b>			
<b>January 1, 2023</b>			
<b>January 1, 2024</b>			