

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

I. INSTRUCTIONS TO PROPOSERS

Collinsville Township, Illinois (herein referred to as the “Township”), is requesting proposals from any qualified company (each hereinafter referred to as “Respondent”) interested in being the exclusive provider of curbside solid waste, yard waste, recyclable and other hauling services to residences in the unincorporated areas of the Township. There are approximately 2441 improved parcels in the unincorporated areas of the Township. These parcels are comprised of single-family style homes, both attached and unattached, and other multi-family residences. They may also include various businesses and vacant building which are not part of the bid. The Township makes no representation as to the exact number of parcels requiring service.

The Township currently allows exclusive waste hauling services to a single company within the Township. The intent of this Request for Proposal (hereinafter “RFP”) process is to select one exclusive Contractor for hauling services to the unincorporated areas of the Township over the next three (3) years with the possibility of extensions beyond the three (3) year period.

General conditions and quoting requirements of the RFP process, and the significant service requirements any contract must contain, are described in general terms herein. Any agreement awarded (“Contract”) would be to the selected company (the “Contractor”) containing terms consistent with the information herein that the Township Board determines will best meet the needs of the residents of the unincorporated areas of the Township.

AUTHORIZATION

As required by 60 ILCS 1/210-5, the Township placed a referendum on the ballot of the regularly scheduled election held on November 8, 1994, asking the residents of the unincorporated areas of the Township for authorization to contract for general refuse collection and disposal on behalf of the residents of the unincorporated areas of the Township.

The referendum was passed by a majority vote of the electors of the unincorporated areas of the Township thereby granting authorization to the Township Board to exercise the powers conferred by 60 ILCS 1/210 and contract for refuse collection and disposal on their behalf.

GENERAL INFORMATION REGARDING THE RFP

This RFP is an invitation to submit a proposal and does not commit the Township to choose any Respondent or enter into a contract with any entity. Each Respondent is responsible for its own costs of responding, the proposal review process, and the contracting process. The service requirements and specifications are further detailed and defined within the RFP.

To submit a proposal per this RFP, all submissions must adhere to the following process of quoting. Your proposal must address all items outlined in this RFP. Your proposal must include the completed pricing chart using the form attached as an Exhibit. All pricing must be broken out and proposed as per the pricing chart.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

Any questions or issues that could result in a deviation from fulfilling these requirements must be addressed before final submission. If any deviation has been pre-approved by the Township Supervisor, the submitted Proposal must contain a detailed written explanation and the approved resolution of the deviation in order to submit the proposal. Any unclarified deviation from these requirements will result in the Proposal being eliminated from consideration. Any questions or clarification the Contractor may find necessary, must be addressed prior to the Proposal submission deadline.

Collinsville Township reserves the right to:

- Refuse any proposal which does not substantially comply with the service requirement;
- Reject any proposal with or without cause and without explaining the rejection;
- Cancel the proposal process;
- Modify the selection process, the scope of the proposed agreement, the service requirements, and the required response; and
- Negotiate with any, all, or none of the Respondents.

After the selection process has ended, all proposals and any supporting documentation and materials submitted will become public information and made available in accordance with the Illinois Freedom of Information Act. If a Respondent wants to exclude any document or material from the public record, it must inform the Township in writing of the exact document and/or material it seeks to protect and the reason for that protection.

**II. GENERAL CONDITIONS AND REQUIREMENTS TO BE CONSIDERED BY
THE CONTRACTOR IN RESPONDING TO THE RFP**

REQUIREMENTS OF COLLECTION SERVICES

The Contractor shall provide, AT A MINIMUM, the following service: once per week for refuse, once every other week for recyclables, two (2) bulk items per week if scheduled in advance, eight (8) paper bags of yard waste not to exceed 50 lbs. per bag at least once per year, complimentary Christmas tree collection during the month of January, and appliance disposal for a fee and to be scheduled in advance.

TERM

The Contract shall have a three (3) year term with one (1) automatic extension of two (2) years, unless either the Township or Contractor gives the other at least 90 days' advance written notice of the intention to terminate the agreement at the end of the then-current term. Beyond the automatic renewal, the agreement may be renewed by mutual agreement and with to-be-determined pricing.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

FIXED PRICES

All prices proposed, including any adjustments, will be determined and finalized prior to the inception of the Contract and shall remain fixed for the duration of Term.

HOURS OF OPERATION

The contractor shall not commence work before 6:00 a.m. and shall cease collection by 6:00 p.m., unless authorized by the Township. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within the specific time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to unincorporated Township residents with as little noise, disturbances and disruption as possible.

HOLIDAYS

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

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

In the event that a holiday falls on a weekday, refuse, yard waste, and recyclable collection services shall be delayed by one day after the recognized holiday. Collection shall also be provided on Saturday, if necessary, as the result of a Holiday.

LOCATION OF SERVICE

All containers shall be serviced that are placed along the curb or roadside in front of each residence appropriately for collection by the resident on the day of or night before the scheduled collection. 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 Township roadways or alleys in front of each residence. Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

CONTAINERS/TOTES

The Contractor shall make available wheeled totes for refuse. The Contractor shall also supply totes clearly labeled as being dedicated to recyclables only. The Contractor will be responsible for the repair and replacement of the totes and shall replace any tote that needs repair as soon as the need becomes apparent or within 24 hours upon notification by resident.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

PROVISIONS FOR TOWNSHIP OBLIGATIONS AND BENEFITS

The Township shall not be charged for services to any addresses in the unincorporated area of the Township where Contractor will be providing services. All charges will be solely between the Contractor and resident. Consistent with the current service provider, the Contractor shall also provide complimentary solid waste and recycling collection services to all Township owned facilities including the Township Administration Building (2-yard commercial container serviced once per week, 4-96 gallon recycling carts serviced every other week), the Senior Center (4-yard commercial container serviced twice per week, 2-96 gallon recycling carts serviced once every other week), and the Road and Bridge Department Building (8-yard commercial container serviced twice per week, 2-96 gallon recycling carts serviced once every other week, and 40 hard roll off container serviced on-call up to 12 times per year).

INSURANCE

Contractor must procure and maintain for the duration of the Contract, at its own expense, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the services as set forth herein. Contractor must maintain limits **NO LESS** than:

- 1) Comprehensive General Liability: \$500,000 per occurrence, \$1,000,000 aggregate for bodily injury, personal injury and property damage.
- 2) Automobile Liability (Owned and Non-Owned): \$1,000,000 per occurrence for bodily injury, \$500,000 per occurrence for property damage liability, and \$500,00 per occurrence for excess/umbrella coverage.
- 3) Workers Compensation and Employers' Liability: Workers Compensation per Statute and Employers Liability limits of \$500,000.

Collinsville Township, its officers, employees, agents, representatives and volunteers shall be named, as additional insureds on all policies and Contractor shall provide certificates of insurance to the Township within ten (10) business days of final execution of the contract.

The Contract shall require Contractor to take all reasonable precautions to protect public and private property, to report any damage caused to the Township, and to repair damaged property to its original condition.

EMPLOYMENT PRACTICES

If Contractor fails to comply with any provisions of the Equal Employment Opportunity Act, The Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, the Fair Employment Practices Commission's Rule and Regulations for Public Contracts, or any other applicable law or regulation, the Contractor may be ineligible for future contracts or subcontracts, and the Contract may be canceled or voided, at the discretion of the Township, in

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

EMPLOYEE CONDUCT/QUALITY CONTROL

The Contractor shall undertake to perform the 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 or being under the influence of any alcoholic beverages or the ingestion or being under the influence of any controlled substances as defined by Illinois law by its drivers and crewmembers while on duty or in the course of performing their duties under the terms of the Contract.

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

VEHICLES

Vehicles shall display the name of the Contractor, a local phone number, and vehicle identification numbers that are clearly visible on both sides of the vehicle.

Vehicles shall be fully enclosed, leak proof, and operate in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and clean-up of all spillage or litter.

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

ROUTE

All collections within a subdivision, and along a street if not within a subdivision, shall occur on the same weekday.

MISSED PICK-UP AND COMPLAINT HANDLING

The Contractor shall establish and maintain a local or toll free telephone number for the receipt of service calls or complaints, Monday through Friday from 8:00 a.m. to 5:00 p.m. during the term of the Contract. Complaints shall be given prompt and courteous attention and shall be investigated and resolved within twenty-four (24) hours from the time received. The Contractor shall investigate reported missed scheduled collections, and if such allegations are found to be valid, arrange for the pickup of materials within twenty-four (24) hours after the complaint is received.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

The Contractor shall notify the Township of complaints received from customers who reside within the Township's unincorporated areas and receive refuse service under the terms of this Contract. The complaint listing shall indicate the nature of the complaint, the date of the complaint was received, the action taken by the Contractor, and the date the complaint was resolved.

CONTACT INFORMATION

The Contractor shall designate a representative from the Contractor's organization to serve as the direct contact person for the Township. Contact information for this representative, including a telephone number, fax number, email address and cell phone number, shall be provided to the Township. In addition, the Contractor shall provide contract information including the telephone number and cell phone number, for the route supervisor(s) or field supervisor(s) who will directly oversee the refuse, yard waste, and recycling collection within the unincorporated areas of the Township.

INDEPENDENT CONTRACTOR

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

NON-ASSIGNMENT

The Contractor shall not assign or subcontract the right or interests under the Contract or parts thereof to any other person, firm, or corporation without the prior written consent of the Township. Contractor will be required to perform the services with its own employees, not with subcontractors.

LAW, TAXES AND FEES:

The Contract shall require Contractor to comply with all applicable laws and regulations, pay all taxes applicable to the Services, and pay all fees. Further, Contractor may not charge any fee for payment by a customer for any particular method, and may not add any supplemental fees (e.g., fuel charges, environmental, etc.).

PENALTIES AND FINES

The Contractor shall be solely liable for fines, liquidated damages and penalties imposed by governmental agencies resulting from the Contractor's performance or its failure to perform its duties and obligations.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

INDEMNITIES

The Contract shall include broad indemnifications by Contractor, including, but not limited to, for CERCLA issues.

SENIOR DISCOUNT

Contractor shall offer a significant, yet realistic, monthly discount for all service levels to homeowners, or renters who are 60 years or age or older. Minimum discount: 10%.

WEB PORTAL

The Contractor shall maintain a web portal containing pertinent subscriber information, including, but not limited to services, collection schedule by area, contact information to field concerns or complaints, recognized holidays, specialty services, etc.

ROBOCALL PROGRAM

The Contractor shall set up a robocall program to inform residents when service will be affected by holidays or weather.

INFORMATIONAL BROCHURES

The Contractor shall prepare an informational brochure and mail to residents. Brochures contents include, but are not limited to: collection programs definitions, costs, and service requirements, how to request help, customer service contract information, collection days by area, recognized holidays, a simple guide how to access the Contractor's web portal, a recycling guide, and an explanation on how to subscribe to robocall.

TITLE TO RESIDENTIAL WASTE

Garbage, refuse and recyclables collected shall become the property of the Contractor as soon as placed in the Contractor's vehicle.

FUTURE DEVELOPMENT/ANNEXATIONS

The Contractor shall service residents as they increase and decrease in number during the term of the Contract, as well as homes constructed during said term. Service to future residential development shall be provided on the same terms as set forth herein.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

III. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

THE PROPOSAL EVALUATION PROCESS

In evaluating each proposal, Township will examine each Respondent's:

- A. Ability, capacity, financial resources and skill to perform the Service;
- B. The firm's character, integrity, reputation, judgment, experience and efficiency.

The Township is looking for the provider best-equipped, most competent, and experienced in the provision of hauling services and whose proposal is most advantageous to Township residents. Although price is a significant factor in evaluating the proposal, the contract will not simply go to the lowest bidder.

INSTRUCTIONS FOR SUBMITTING THE PROPOSAL

All proposals are to be placed in a sealed, opaque envelope clearly marked "Sealed Proposal for Solid Waste Hauling Services from (Name of the Respondent)". The envelope should be addressed to Mr. Daniel Hopkins, Township Supervisor, Collinsville Township, 305 East Main Street, Collinsville, Illinois, 62234.

All proposals must include a cover letter with a short introduction explaining Respondent's unique capabilities in layperson's terms.

Proposals should include any additional materials and information that may assist the Township in evaluating the proposal and the Respondents unique qualifications. A sample list of Narrative Topics is attached as Exhibit.

Written questions or concerns may be addressed to Mr. Daniel Hopkins, Township Supervisor, Collinsville Township, 305 East Main Street, Collinsville, Illinois, 62234 on or before fourteen (14) days prior to the bid date for waste hauling for the unincorporated households of the Township. Responses and clarifications to all submitted questions and concerns will be distributed to all parties who have requested this RFP or who have been sent this RFP by the Township.

Each Respondent must provide one (1) original and (3) copies of their proposals by hand-delivery or by registered mail. Proposals that are faxed or emailed will be rejected. It is each Respondent's responsibility to make sure its proposal is received by the Township Supervisor **on or before December 4, 2020, 10:00 a.m.** Sufficient time must be allowed for delivery as the postmark will not be considered. Proposals must be valid until March 1, 2020.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

III. ADDITIONAL INFORMATION

**EXHIBIT A
UNINCORPORATED TOWNSHIP PARCEL NUMBERS WITH
CORRESPONDING ADDRESSES**

See Attached. However, the Township makes no representation as to the exact number of parcels requiring service.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

**EXHIBIT B
PROPOSAL SUBMITTAL FORM**

This exhibit is to be used by the waste contractor to derive service pricing to accurately and competitively bid on waste hauling for the unincorporated residents of the Township. It is assumed that the waste contractor will propose pricing for services that reflects competitive economy of scales and the conditions set out in the RFP.

The section titled “Exhibit A” is comprised of a worksheet setting out the parcel numbers and addresses of improved properties in the unincorporated areas of the Township.

The contractual period will be for a three (3) year term with one (1) automatic extension of two (2) years, unless either the Township or Contractor gives the other at least 90 days’ advance written notice of the intention to terminate the agreement at the end of the then-current term. Beyond the automatic renewal, the agreement may be renewed by mutual agreement and with to-be-determined pricing.

The pricing proposal chart begins on the following page.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

	2020	2021	2022	Senior Discount	Notes
Standard Service (minimum requirements - once per week for refuse, once every other week for recyclables, two (2) bulk items per week if scheduled in advance, eight (8) paper bags of yard waste not to exceed 50 lbs. per bag at least once per year, complimentary Christmas tree collection during the month of January, and appliance disposal for a fee and to be scheduled in advance). Please indicate specifically what services you propose in addition to those set out above.					
Optional Yard Waste Rates					

The Contractor shall provide each single-family residence with one 96-gallon cart for refuse and one 96-gallon cart for recyclables. Contractor shall provide each multi-family residence complex with a number of bins and/or carts sufficient to contain waste generated by the dwelling units as determined by the Contractor and Customer.

This quote has been prepared by: _____
Signature

Printed Name

Representing Contractor Company: _____ Date: _____

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

**EXHIBIT C
TOPICS FOR NARRATIVE TO BE ADDRESSED BY RESPONDENT**

Contractor Identification

Company Background

Statement of Experience

Financial Capability

Equipment and Resources

Waste Disposal Capacity

Recycling Processing Capabilities

Project Approach and Conformation to RFP requirements and conditions

Banking and Business References

Key Individuals Bios and Contact Information

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

**EXHIBIT D
ADDITIONAL DESCRIPTIONS AND DEFINITIONS**

Township Refuse Waste Collection

Township Refuse Waste:

All discarded and unwanted garbage, refuse, and other waste material from residents which are not Recyclables or Landscape Waste. Township Refuse Waste shall include small amounts of construction debris and materials that one person can load into the collection vehicle. For the purposes of the Contract, the terms “garbage”, “refuse”, “rubbish” and “waste” shall be synonymous unless otherwise more specifically defined (for example, “yard waste”).

Household Construction and Demolition Debris:

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, lumbar, 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 refuse totes not exceeding totes weight limits or in owner supplied disposal containers not exceeding sixty (60) pounds in weight Materials not conforming shall not be considered as excess household construction and demolition debris, and shall be subject to special collection requirements and reporting.

Bulk Goods Collection (also known as “Large Household Items”):

Bulk Goods means items which are too large or too heavy to fit into approved solid waste containers normally utilized for household waste and are 100 pounds or less, including, but not limited to, household furniture, carpet roll, small car parts (excluding engine blocks, tires, rear ends and axles), outdoor recreation equipment, bundled construction material no greater than 2 feet in wide and four feet in length and not to exceed one cubic yard.

Special Pick-up and Optional Service:

Any residents wanting to dispose of large quantities of household construction and demolition debris of large quantities of refuse or yard waste shall have the ability to obtain competitive prices for such service from local based private contractor and select any contractor they desire to perform such service. The Township Contractor shall provide the customer with a competitive estimate of the cost of a special pick-up service hereunder. The customer and Contractor shall agree to the cost of such service prior to rendering service. Agreed upon special pick-ups shall be completed within one week after a cost estimate is accepted by customer or otherwise at such time as is agreed to by the customer.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

The resident will be responsible for the payment of said services and all such arrangements shall be made between the contract and the resident. The decision of any Township resident to hire a private contractor for special pick-ups shall have no effect on the terms of this Contract.

White Goods Collection:

The Contract shall have a plan for the separate collection of proper recycling/disposal of White Goods collection in compliance with all State and Federal legislation. For purposes hereof, "White Goods" means White Goods as defined in Section 5/22.28 of the Environmental Protection Act, as amended from time to time. The cost of collection and disposal of white goods containing CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches, and other hazardous components shall be included in the flat rate fee. This service shall be by advanced arrangement with the Contractor at the resident's request.

Landscape and Yard Waste Collection

Landscape and Yard Waste:

All accumulations of grass or shrubbery cuttings, leaves, tree droppings such as pine cones and crabapples, tree limbs or branches less than four (4) inches in diameter, aquatic weeds, other yard and garden trimmings and other organic waste material accumulated as the result of the care of lawns, gardens, shrubbery, vines and trees shall be in landscape or yard waste bags.

Yard Waste Disposal:

All Landscape Waste shall be disposed of in a lawful manner. Disposal options include IEPA or DNR permitted Landscape Waste composting facilities or under a land application permit. The Contractor shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations. The Contractor shall be responsible for all collection and transportation costs and payment of all disposal fees for said yard waste.

Recyclables Collection

Recyclables:

Source separated, commingled and/or pre-sorted materials consisting of ferrous metal cans, aluminum containers, glass and plastics #1 through #5, which shall include HDPE and PET, ridged plastics.

Paper Recyclables:

Source separated, commingled and/or presorted paper products consisting of newsprint, corrugated paper, junk mail, magazines, office paper, boxboard, etc.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

Recyclable Material or Recyclables:

Single Stream, Commingled Recyclables and/or Paper Recyclables, which generally conform to the specifications set forth by the State of Illinois, or other materials which the Township and the Contractor by mutual agreement may be designated as Recyclables from time to time collected within the jurisdiction of the Township. These materials shall include but are not limited to brown paper bags, corrugated boxes, frozen food packages, magazines & catalogues, mixed paper, newspaper, paperboard, telephone books, wet strength carrier stock, aerosol cans, aluminum cans, aluminum foil, aseptic packaging & table top containers, formed steel containers, glass bottles & jars, HDPE (#2) plastic, PET (#1) plastic, PVC (#) plastic, HDPE (#4) pliable and rigid plastic, PP (#5) pliable and rigid plastic, and any other items which a processing facility may accept.

Recyclables Disposal:

No materials collected as Recyclables Materials may be deposited in a landfill or waste incinerator, but all materials collected shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of said materials. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the respective processing facility designated by the Contractor for the duration of the Contract. The Contractor shall be responsible for payment of all necessary fees that may be charged by the processing facility or other site designated by the Contractor.

Other General Requirements

Billing and Customer Notice:

The Contractor shall bill and collect from each resident all amounts payable for contracted services. The Contractor is solely responsible for the collection of any and all past due monies owed to Contractor and delinquent accounts.

The Contractor further agrees to be solely responsible the disposition of all complaints regarding the fees for service. Where the Contract intends to terminate waste collection service relative to a customer, the Contractor shall notify the customer in writing at least fifteen (15) days prior to the termination of the collection service, of the proposed termination date and the reason for said termination.

Effect of Insurance.

The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of this Contract Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which, in the Contractor's own judgment, may be necessary for its proper protection in the prosecution of the work.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

Indemnification:

The Township, its officers, employees and volunteers shall be included as additional insured on all insurance policies, except for Worker's Compensation. The Contractor shall indemnify and hold harmless the Township, its employees, agents, representatives, officers, other contractors or invitees ("Indemnified Parties") against any and all damages to property or injury or death of any person or persons, as well as any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by any one whatsoever, including but not limited to costs, expenses and attorney fees (collectively the foregoing being "Losses"), in any way resulting from or arising out of any breach or failure of performance of the License Agreement by the Contractor or the intentional misconduct or negligence of the Contractor in its performance under the terms of the Contract. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgments shall be rendered against the Township in any such action, the Contractor shall at its own expense, satisfy and discharge same, except those arising out of the negligence of the Township. The Contractor further agrees to indemnify, defend and hold harmless the Township from all liability (including attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, compensation and Liability Act of 1980 (also known as Superfund) or comparable state law incurred as the result of the disposal under this Agreement of refuse, yard waste or recyclable materials.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Township, and to pay expenses and damages as herein provided. The Contractor shall not be liable for any liability or claims of liability resulting from the negligence or willful misconduct of the Township, its agents, representatives, officers or employees.

Non-performance, Insolvency, and Non-Assignability:

The Contractor shall be responsible for all of its obligations under this Agreement and shall provide and furnish all of the labor, materials, necessary tools, expendable 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, and make all of the necessary arrangements for the delivery of all recyclables to a processing facility. The Contractor may, at its option, contract separately with businesses, institutions, and agencies for collection service outside the scope of the Contract, provide that such operations shall not interfere with the satisfactory performance of the work required. In the event that the Contractor in any way shall fail to observe the established schedule of service for more than three (3) consecutive working days, the Township shall reserve the right to determine whether there has been sufficient cause to justify the contractor's failure to provide service. If in the Township's judgment sufficient cause has not been demonstrated, then the Township shall serve the

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

Contractor with a notice stating that this Agreement shall be deemed in default should the Contractor fail to take action to re-establish service 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 correction, the Township shall take such steps as are necessary to furnish services according to the collection requirement provided for in this Agreement. The Contractor shall be liable for any costs of such steps from the date of the notice of default the Township shall further reserve the right to terminate this agreement and/or proceed to a legal determination for loss or damage due to such breach of contract or pursue such other remedies as may be available to the Township by law.

Bankruptcy:

In the event the Contractor shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be institute by the Contractor or if proceedings in bankruptcy shall be instituted against the Contractor, or if the Contractor shall be adjudged bankrupt, either in voluntary or involuntary proceedings, or a receiver of any property of the Contractor shall be appointed in any suit or proceedings brought by or against the Contractor, or if the Contractor shall make an assignment for the benefit of creditors, then the Contract shall immediately terminate; and in no event shall the Contract be or be treated as, an asset of the Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then the Contract may be terminated at the option of the Township upon fifteen (15) days written notice to the Contractor and in no event shall the Contract be, or be treated as, an asset of the Contractor after the exercise of said option.

Damages:

The Contractor shall take all necessary actions for the protection of public or private property. The Contractor shall be responsible for damages on public or private property resulting from careless operation of vehicles or careless handling of any receptacle. All property which suffers damage caused by negligent acts or omissions, willful misconduct or intentional conduct of the Contract and its employees, and representatives, both full and part-time, including, but not limited to waste and recycling receptacles, sod, landscaping, and mailboxes, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. Contractor will immediately report any damage to the Township offices and submit within 48 hours a written report describing the address of accident damage description, estimate to repair/replace, and deadline to implement repair/replacement.

Safety:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the scope of work of the Contract. The Contractor and any sub-contractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970, as amended. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

elimination of hazards, and work safety training. In the event of accidents of any kind, which involve the general public and/or private or public property in the Township, the Contractor shall immediately notify the Township. Upon the request of the Township, the Contractor shall provide an accounting of details and/or copy of written accident report as the Township may require.

Force Majeure:

Except as otherwise provided herein, under this Agreement, the obligations of the Contractor shall be suspended in the even the collection, transportation, or disposal of any waste is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to, acts of God, acts of war, riot, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials or transportation facilities; governmental laws, regulations, requirements, orders or actions; national defense requirements; injunctions or restraining orders. Once the suspending event ends, the Contractor will promptly resume performance. Contractor will provide special/extra services, if as a result of the natural disaster there is a need for additional waste removal.

Increase in Contractor's Costs/Change in Law:

The Contractor and the Township agree to negotiate any adjustment to the fees for the Contractor's performance of future services under this Contract in the event that there is any material increase in the Contractor's costs due to the Change in Law, or by reason of force majeure events. For purposes of the Contract, the term, "Change in Law" shall mean a change in a current Federal, State of Illinois, or local law, statute, ordinance, or regulation, or a new Federal, State of Illinois or local law, statute, ordinance, or regulation that affects the Contractor's manner of performance or cost of providing service. Upon the happening of such an event, the Contractor shall provide detailed written notice to the Township of the Change in Law, the manner in which the Change in Law affects the costs of services, the magnitude of the effect of the Change in Law on the cost of services, and the Contractor's proposal in response to that effect. The Contractor shall further notify the Township in writing of its request to negotiate an adjustment to the fees and shall submit documentation of the cost increases it anticipates as a result of such event. The parties shall have ninety (90) days from the date that the Contractor has delivered said notice to the Township in which to determine what change, if any, is necessary and mutually agree on an adjustment to the prices for the Contractor's performance of future services under this Contract. If the parties do not agree on an adjustment within said 90-day period, this Contract may be terminated by the Contractor upon 60 days written notice.

Governing Law:

The Contract shall be governed by and interpreted under the laws of the State of Illinois.

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

Taxes:

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work performed by the Contractor pursuant to the Contract.

Permits and Fees:

The Contractor shall secure and pay for, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work to be performed by the Contractor pursuant to this Agreement and shall comply with all requirements of such permits, licenses and certificates of authority to operate in the Township, including inspections. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of the Contract.

Non-discriminating:

The Contractor, its employees and subcontractors, shall not commit unlawful discrimination and shall comply with applicable, provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable.

Rights to Require Performance:

The failure of the Township at any time to require performance by the Contractor of any specifications in this Agreement shall in no way affect the right of the Township to enforce same nor shall it be a waiver by the Township of any breach of specifications in the Contract be taken or held to be a waiver of any succeeding breach of such specifications in the Contract, nor be taken or held to be a waiver of any specification itself.

Default/Penalties:

Contractor's failure to meet the service requirements of the contract will result in remediation, penalties, and/or termination. Township will enforce the terms of the contract.

Right to Terminate:

This Agreement will remain in force for its term and any extensions. However, the Township shall have the right to terminate this Agreement sooner if the Contractor has failed to satisfactorily perform the work required, as determined by the Township in its sole discretion. In the event that the Township decides to terminate this Agreement for failure to perform satisfactorily, the Township shall, give the Contractor thirty (30) day written notification, before the termination takes effect. Such thirty (30) day period shall commence upon the mailing of notice by the Township. If the Contractor fails to cure the default within the thirty (30) days specified in the notice the Contract may be terminated by the Township. At the option of the Township, the Contractor may be given additional time to cure the default(s). Except as

**COLLINSVILLE TOWNSHIP
REFUSE/YARD WASTE/RECYCLING COLLECTION
REQUEST FOR PROPOSAL (RFP)**

otherwise directed by the Township, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Township) the Contractor shall stop work as directed by the Township on the date specified in the notice and neither the Township nor residents shall incur any liabilities. At the Township's option, in the event of default, the Township may demand that the Contractor appear before the Township Supervisor and Board of Trustees to discuss the default.

Severability:

If any portion of the Contract shall be deemed unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall remain in full force and effect

Notices:

All notices and other communications in connection with this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address as mutually agreed upon or (2) on the third business day after being deposited in any main or branch United States post office for delivery by property addressed, postage prepared, certified or registered mail, at the address as mutually agreed upon.