



VILLAGE OF GLENCOE REQUEST FOR PROPOSALS

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Response Submission Information

Project Name: Solid Waste Materials Collection Agreement

RFP Number: 17-004

Due Date: May 26, 2017

Time: 4:00 p.m. C.S.T.

Attention: David Mau, Public Works Director

Department: Public Works Department

Request for Proposal Response

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PROPOSAL ON: Solid Waste Materials Collection Agreement, per the specifications herein.

NOTE TO PROPOSERS: Any and all exceptions to the requirements of this RFP, including to the terms of the Form of Agreement **MUST** be clearly and completely stated in writing on the proposal sheet. Attach additional pages if necessary. Please be advised that any exceptions may cause your proposal to be disqualified.

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID
WASTE AND LANDSCAPE WASTE
GENERAL INSTRUCTIONS TO BIDDERS**

1. **Invitation for Proposals**

The Village of Glencoe ("***Village***") invites sealed Bidder's Proposals for the Work described in detail in the Franchise Agreement ("***Agreement***") and generally described as the collection and disposal of Solid Waste and Landscape Waste from all Residential Dwellings and Municipal Sites in the Village.

The Work shall be performed throughout the Village of Glencoe.

2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Request for Proposals are defined in the documents included in the Request for Proposals as it has been and may from time to time be amended and shall have such defined meanings wherever used.

3. **The Request for Proposals**

The Request for Proposals consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Special Instructions to Bidders;
- (4) Addenda, if issued;
- (5) Bidder's Proposal;
 - a. Bidder's Price Work Proposal
 - b. Bidder's Sworn Acknowledgment;
 - c. Bidder's Sworn Work History Statement;
 - d. Bidder's Sworn Statement of Responsibility
- (6) Form of Bid Bond;
- (7) Notice of Award; and
- (8) Form of Franchise Agreement, including all of its Special Conditions, Attachments and Appendices:
 - Attachment A – Schedule of Prices
 - Attachment B – Agreement Price Adjustment Notice
 - Attachment C – Customer and Municipal Site Information
 - Attachment E – Franchisee's Operational Plan
 - Attachment F – Form of Performance Bond
 - Attachment G – Form of Irrevocable Letter of Credit

APPENDIX A – Map of Residential Collection Zones
APPENDIX B – Map of Multi-Family Collection Zone
APPENDIX C – Map of Municipal Sites (Including Streetside Containers)
APPENDIX D – Village Collection Equipment and Vehicle Manifest

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4. **Inspection and Examination**

The Request for Proposals will be available from Adam Hall, Management Analyst, 675 Village Ct. Glencoe, IL 60022. Phone: (847) 461-1115.

Email: ahall@villageofglencoe.org.

Questions regarding the RFP must be submitted in writing via e-mail and sent to Adam Hall, Public Works Management Analyst, no later than May 18, 2017, at 11 a.m.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Request for Proposals. Each prospective Bidder shall inspect in detail the Village and the surrounding area and shall familiarize itself with all local conditions affecting the Agreement, and the Work. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Request for Proposals and the conditions of the Village and the surrounding area.

5. **Proposals Due**

Village will accept sealed Bidder's Proposals for the Work until 4 p.m., local time, May, 26, 2017 at the Glencoe Village Hall, 675 Village Ct. Glencoe IL. 60022 Attn: Adam Hall.

Proposals must be submitted in sealed envelopes clearly marked with the Bidder's name and the words "Proposal for Collection of Solid Waste and Landscape Waste".

Proposals will not be read aloud or reviewed publicly.

6. **Bid Security, Bonds and Insurance**

A. **Bid Security**. Each Bidder's Proposal shall be accompanied by a security deposit of \$100,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Village or (2) a Bid Bond in the form included in this Request for Proposals from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance Bond**. The successful Bidder will be required to furnish a Performance Bond upon award of the Agreement, in the penal sum of 100% of the Bidder's price proposal for the first annual period, on forms provided by the Village in the Request for Proposals, from a surety company meeting the requirements set forth above. **Each Bidder's Proposal must be accompanied by a letter from such a surety company** stating that it will execute the Performance Bond, on the form provided by the Village in the Request for Proposals, upon award of the Agreement to Bidder.

C. **Insurance**. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 5.2 of the Agreement upon award of the Agreement. **Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent** certifying that said insurer has read the requirements set forth in the Agreement and will issue the required certificates and policies of insurance upon award of the Agreement to Bidder.

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7. **Pre-Bid Conference**

Bidders are required to attend a mandatory pre-bid meeting on **May 12, 2017 at 2:00 p.m.** local time at Glencoe Village Hall, 675 Village Ct., Glencoe, Illinois 60022. Proposals from Bidders who fail to send a representative will not be accepted or considered.

8. **Projected Schedule**

Below is the projected schedule for the submission of Bidder's Proposal and execution of the Agreement. It is subject to adjustment by Addendum and the final Agreement.

Bidder Questions Due:	May 18, 2017
Proposals Due:	May 26, 2017
Anticipated Contract Award:	August 17, 2017
Anticipated Service Commencement:	October 1, 2017

DATED this 1st day of May, 2017

Village of Glencoe

/s/ Philip A. Kiraly, Village Manager

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1. **Interpretation of Documents Included in Request for Proposals**

- A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in this Request for Proposals are defined in the documents included in this Request for Proposals, including specifically, the Form of Agreement.
- B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Agreement are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Agreement, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. Information Provided by Village. When information pertaining to the Work, including, without limitation, historical waste collection rates and numbers of customers served, is distributed with the Request for Proposals, or such information is otherwise made available to any prospective Bidder by Village, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Request for Proposals. Village assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Village of Glencoe, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.
- D. Addenda. No interpretation of the documents included within the Request for Proposals will be made except by written addendum duly issued by Village ("*Addendum*"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Village on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Request for Proposals. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Request for Proposals, such prospective Bidder shall submit to Village a written request for an interpretation thereof via email no later than **May 18, 2017 at 11 a.m.** to: Adam Hall, Management Analyst: ahall@villageofglencoe.org

Village shall use its best efforts to issue Addenda in response to all valid, appropriate and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate and untimely inquiries.

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2. **Price Proposals**

Bidders shall submit price proposals for the Work on the Bidder's Proposal forms included in the Request for Proposals. Bidders must provide prices for all unit price items, including all Service Level Alternates, unless the unit price items are designated as optional.

In addition, Bidders are directed to provide pricing for two separate term alternatives: (i) Five (5) year initial term with a three (3) year extension; and (ii) Five (5) year initial term with a five (5) year extension. Prices for additional or alternative services proposed by the Bidder shall be included on separate sheets.

3. **Taxes and Benefits**

Village is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes for any fees, costs or expenses to be charged directly to the Village. A letter of exemption will be provided to the successful Bidder, if necessary. Village will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

4. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Agreement, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Village for the successful Bidder's failure to include these costs in its Bidder's Proposal.

5. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Agreement for the Work shall be made only on the blank Bidder's Proposal form furnished by Village and included in the Request for Proposals. The Bidder's Proposal form included in the Request for Proposals shall be removed from the Request for Proposals prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Village for any item left blank with the exception of those unit price items designated as optional in the Special Instructions for Bidders.

Prospective Bidders are warned against making alterations of any kind to the Bidder's

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Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Village.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Request for Proposals, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 6 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 6 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Village or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Village may demand correction of any deficiency and award the Agreement to Bidder upon satisfactory compliance with these General Instructions to Bidders.

6. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Village, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 6.A shall apply

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to all other documents in the Request for Proposals required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Agreement, the Bidder's Certification, and all other required documentation related to the Agreement.

7. **Alternative Proposals: Changes to the Franchise Agreement**

- A. Levels of Service: Bidders' attention is called to the Special Instructions to Bidders for information regarding the Village's desired base level of service, service alternates, and optional bid items.

- B. Alternative Proposals. As a supplement to a complete proposal, the Village will review any alternative proposal submitted by a Bidder for the Work. In particular, the Village encourages the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must;
 - (i) demonstrate the commitment of Bidder to provide the services included in the Work to the Village for a minimum of five years; and
 - (ii) maintain the flexibility of the Village to obtain the range of service options and alternatives described in the Bidder's Price Proposal.

Any alternate proposal must comply with all Requirements of Law.

- C. Changes to the Form of Franchise Agreement. Bidders should minimize suggested changes to the form of Franchise Agreement. If exceptions or deviations from the Franchise Agreement are requested, describe such exceptions or deviations and provide a rationale for such exceptions or deviations.

8. **Bid Security**

- A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("***Bid Security***"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Village; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Agreement; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Agreement, the Bidder's Certification, and all other required documentation related to the Agreement.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Agreement by Village. Bid Bonds will not be returned unless otherwise requested by Bidder.

- C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Village, or if the successful Bidder fails to timely and properly submit

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all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Agreement, the Bidder's Certification, and all other required documentation related to the Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that Village will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that the Village shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. **Submission of Bidder's Proposal**

Six (6) hard copies and one electronic copy of the Proposal shall be submitted in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. Submittals shall be prepared on standard 8.5 x 11 letter size paper, double-spaced or one and one-half spaced, with material on both sides and separated by labeled tabs. Electronic copies to be provided in Adobe PDF format on a flash drive. No Proposals or materials will be returned. All Bidders' Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

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

10. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 6 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Village prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Village for a period of 120 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 120 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 6 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Village after said 120 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Village executes an Agreement pursuant to the Invitation for Bidder's Proposals or until Village affirmatively and in writing rejects such Bidder's Proposal.

11. **Qualification of Bidders**

A. **Factors.** Village intends to award the Agreement only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and in

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accordance with the Price Proposal included in the Agreement. In making the determination as to whether to award the Agreement to a Bidder, Village will consider the following factors:

- i. The Price Proposals for the various levels of service in the Work and the professional support to be provided.
 - ii. Work history for similar communities will be considered an important factor. A history of excellent customer service is also an important factor.
 - iii. Thoroughness of Bidder's Operational Plan.
 - iv. Ability and willingness of Bidder to provide optional bid items including Parkway Leaf Collection and acquisition of Village collection vehicles and equipment.
 - v. Ability and willingness of Bidder to perform the Work using compressed natural gas (CNG) vehicles or to provide a timeline for transitioning of vehicle fleet to CNG.
 - vi. References on prior similar franchises.
 - vii. Financial strength and resources.
 - viii. Ability to obtain surety bonds for the Work from a company of a satisfactory financial rating and financial size.
 - ix. Ability to obtain sufficient insurance coverage types and limits from a company of a satisfactory financial rating and financial size.
 - x. Ability to obtain appropriate licenses, permits and approvals.
 - xi. Availability of necessary equipment and personnel.
 - xii. Failures to perform and defaults on prior contracts, and litigation involving prior contracts.
- B. Additional Information. Village reserves the right to require from any Bidder, prior to award of the Agreement, a detailed statement regarding the business and technical organizations, equipment, vehicle fleet, and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and other current municipal, county or governmental franchises held by Bidder may also be requested.
- C. Most Favorable Bidders. A preliminary determination as to eligibility of up to three Bidders ("***Most Favorable Bidders***") who shall be eligible for further consideration shall be made on the basis of reviews of the Bidder's Proposals in light of the factors in Section 11.A of these instructions, Village's prior experience with the Bidders, Village's knowledge of the Bidders' performance on other relevant projects, and all other relevant facts or matters mentioned in the Request for Proposals or the Agreement or that Village may legally consider in making its determination. The making of such a preliminary determination shall not waive Village's right to reject any and all Bidders'

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Proposals nor waive such other rights as are set forth in these General Instructions to Bidders.

- D. Final Determination. The final selection of the successful Bidder from among the Most Favorable Bidders shall be made on the basis of the above-mentioned factors and any additional information that may be requested of all or any one or more of the Most Favorable Bidders (a "***Request for Additional Information***"). Such additional information may include, but is not limited to, a listing of available personnel, plant and equipment; a description of current workloads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. In the event Owner issues a Request for Additional Information, the responding Bidder shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein.

In addition, the Village may request that the Most Favorable Bidders meet with representatives of the Village and make presentations of the Bidder's operations and proposed approach to the Work. The Village reserves the right to negotiate prices for the Work with any of the Most Favorable Bidders and select the Bidder that presents the Village with the most favorable negotiated Price Proposal.

12. **Disqualification of Bidders**

- A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Agreement shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12.A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.
- B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidders' Proposals of the participants in such collusion will not be considered.
- C. Default. If a Bidder is or has been in default on a contract with Village or in the payment of monies due Village, its Bidder's Proposal will not be considered.

13. **Award of Agreement**

- A. Reservation of Rights. Village reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Village and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Village's opinion, prejudice the bidding process or create any

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improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals or until Village affirmatively and in writing rejects such Bidder's Proposal.

- B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Agreement and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Agreement has been executed by both Village and the successful Bidder.

- C. Time of Award. It is expected that the award of the Agreement, if it is awarded, will be made within 120 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 120 day period, Village may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Village to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. **Notice of Award; Effective Date of Award**

If the Agreement is awarded by Village, such award shall be effective when a Notice of Award in the form included in this Request for Proposals has been delivered to the successful Bidder ("*Effective Date of Award*"). Village will prepare five copies of the Agreement based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. **Closing of Agreement**

- A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Agreement and all related documents shall be executed, submitted and exchanged by Village and Bidder ("*Closing*") on, the tenth day following the Effective Date of Award or within such extended period as Village may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("*Closing Date*").

- B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 6), date as of the Closing Date, and submit to Village all five copies of the Agreement, the Bidder's Certification, and all other required documentation related to the Agreement on or before the Closing Date; and (2) submit five executed copies of all required Bonds and all certificates and policies of insurance (see Agreement, Article V) dated as of the Closing Date ("*Conditions Precedent to Closing*").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General

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Instructions to Bidders or the Agreement or are not timely executed and submitted, Village may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Village execute the Agreement until any and all such deficiencies have been cured or Village has received adequate assurances, as determined by Village, of complete and prompt performance.

- C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Village to be in compliance with these General Instructions to Bidders and the Agreement, or assurances of complete and prompt performance satisfactory to Village have been received, Village shall execute all copies of the Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. **Failure to Close**

- A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. Subsequent Awards. Upon annulment of an award, Village may accept, and award an Agreement based on, any other Bidder's Proposal as Village, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE
SPECIAL INSTRUCTIONS TO BIDDERS**

1. **Introduction**

The Village of Glencoe is a mature community with a population of approximately 8,800. It is located in the North Shore region of northern Cook County along Lake Michigan, approximately 24 miles north of downtown Chicago. The Village is bounded by the City of Highland Park to the north, the Village of Winnetka to the south, the Cook County Forest Preserve District and Village of Northbrook to the west, and Lake Michigan to the east. The Village is a non-home rule, special charter municipality which operates under the council-manager form of government. The Village is a full-service community, with a consolidated Public Safety Department (police, fire and EMS); Public Works Department that includes all public infrastructure management as well as building, zoning and planning functions; Finance; Golf operations; as well as the functions of the office of the Village Manager/Clerk.

Presently, the Village provides Solid Waste and landscape waste collection services to approximately 3,000 single-family households and 200 multi-family units located in 20 different building locations using its own employees and Village-owned waste collection equipment.

The table below provides data on the volume of Solid Waste and Landscape Waste collected in the Village over the past three years (2014-2016). The Village is currently divided into four collection areas with residential collection taking place Monday, Tuesday, Thursday, and Friday. Please see collection maps included as Appendixes A, B, and C.

Year	Solid Waste (Tons)	Landscape Waste (Tons)
2014	3,011	225
2015	3,109	241
2016	3,139	173

In December 2015, the Village entered into a five-year franchise agreement with Lakeshore Recycling Systems for the collection of recyclable materials for all residential, municipal and select commercial locations. Recycling collection occurs curbside on Monday, Tuesday, Thursday, and Friday in the same collection areas as residential Solid Waste.

2. **Description of Services To Be Provided**

The Work is described in Articles III and IV of the Form of Agreement included in this Request for Proposals. Specific service alternates and optional bid items to the Work are described below.

3. **Mandatory Service Alternates**

In order to be deemed responsive, Bidders must provide price proposals on service alternates listed below. The Village may choose to include any combination of these in addition to the base level of service described in Articles III and IV of the Form of Agreement.

- A. 2nd Weekly Solid Waste Collection. Bidders will provide pricing for weekly 2nd collection of residential and multi-family Solid Waste for both curbside and top-of-

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SPECIAL INSTRUCTIONS TO BIDDERS

drive collection. Customers may elect to receive twice weekly curbside or twice weekly top-of-drive Solid Waste collection service.

- B. Semi-Annual Bulk Item Collection. Bidders will provide pricing for a semi-annual bulk item collection service on a per cubic yard basis. Bulk item collection permits residents to place unlimited quantities of household materials (boxes, furniture, appliances, etc.) for curbside collection twice annually on dates mutually agreed upon by the Bidder and the Village.
- C. Food Scrap Collection and Disposal. Bidder will provide pricing for food scrap collection and disposal services. This service would be provided from April 1 – December 15. Comingled food scrap and Landscape Waste collection permits Customers to dispose of kitchen generated food scrap materials comingled with Landscape Waste in Customer-owned 32 gallon containers or bags affixed with a comingled food scrap and Landscape Waste sticker. Alternatively, Customers may select a comingled food scrap and Landscape Waste subscription service permitting Customers to place four “kraft” bags or containers at the curb on their collection day of comingled Landscape Waste and food scraps.

4. **Optional Bid Items**

Bidders may, but are not required to, provide price proposals on the following items. Bidders who do not wish to provide price proposals for the optional bid items below are instructed to write or type “No Bid” in their Price Proposal.

- A. Fall Parkway Curbside Leaf Collection. Bidders may provide pricing for the Village’s bulk curbside leaf collection. Customers are permitted to dispose of loose leaves placed in the public parkway for vacuum collection. Leaf collection is a seven week program, typically extending from the middle of October through the end of November. Bidder should complete no less than ten (10) passes through the Village. Presently, through an agreement with the Chicago Botanic Garden (CBG), the Village disposes of bulk curbside leaf collection material at the CBG landscape waste site on Dundee Road at no cost to the Village. Bidders who choose to provide a price for this item are requested to submit pricing for both (i) using the CBG site and (ii) using another site of the Bidder’s choosing that is appropriate for Landscape Waste disposal.
- B. Purchase of Village Collection Vehicles and Equipment. Bidders may elect to purchase from the Village, pursuant to applicable law, the Village’s existing collection equipment fleet, as more specifically described in *Appendix F* (Vehicle Manifest). All vehicles and equipment will be purchased as-is and where-is, with no warranty expressed or implied.

5. **Operational Plan Narrative**

As required by Section 5 of the Bidder’s Proposal, each Bidder is required to provide an Operational Proposal demonstrating the Bidder’s understanding of and ability to perform the Work. Operational Proposals may be as long and detailed as Bidder sees fit to communicate the manner in which it will conduct the Work. Operational Plan should indicate whether Bidder’s collection fleet includes CNG vehicles.

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE
BIDDER'S PROPOSAL**

Full Name of Bidder _____ ("*Bidder*")

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone _____

TO: Adam Hall
Village of Glencoe ("Village")
675 Village Ct.,
Glencoe, Illinois 60022

Attention: RFP for Collection and Disposal of Solid Waste and Landscape Waste

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal (if none, write "NONE") ("Request for Proposals").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Request for Proposals.

This Proposal consists of the following four Parts, all of which must be completed in their entirety (except as provided below):

- a. Bidder's Proposal
- b. Bidder's Sworn Acknowledgment;
- c. Bidder's Sworn Work History Statement;
- d. Bidder's Sworn Statement of Responsibility

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE
BIDDER'S PROPOSAL**

4.a. BIDDER'S WORK PROPOSAL

1. **Work Proposal**

A. **Agreement and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Village, in the form of the Agreement included in the Request for Proposals:

(1) to provide, perform and complete in the manner described and specified in the Request for Proposals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the collection and disposal of Solid Waste and Landscape Waste from all Residential Dwellings and Municipal Sites in the Village of Glencoe.

(2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in the Agreement included in the Request for Proposals;

(3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Request for Proposals;

(4) to pay all applicable federal, state and local taxes;

(5) to do all other things required of Bidder by the Agreement; and

(6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Agreement; all of which is herein referred to as the "Work."

B. **Manner and Time of Performance.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Request for Proposals and according to the requirements of Village pursuant thereto.

C. **General.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder by the Request for Proposals.

2. **Agreement Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.2 of the Agreement, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("**Price Proposal**"), which Schedule of Prices Bidder understands and agrees will be made a part of the Agreement:

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BIDDER'S PROPOSAL**

SCHEDULE OF PRICES

For providing, performing, and completing all Work during the first annual period commencing on the Commencement Date, Bidder will provide the services that comprise the Work for the following prices and rates.

- Bidders must provide prices for all unit price items, including all Service Alternates, unless they are specifically designated as optional bid items.
- Bidders must provide unit prices for both Term Alternates.
- Unit prices shall be provided on a per household (“*HH*”) basis unless otherwise designated as a lump sum price.

Service		Billing Unit	Price/Rate	
			Unit Cost	
	Item		5+3 Year Term	5+5 Year Term
Solid Waste Collection Service				
<i>Single-Family Residential (Approximately 3,000 Single-Family Residential Units)</i>				
1	Base Service: Single-Family Residential Once Weekly Curbside Collection	Per HH/ Per Month		
2	Service Alternate #1: Single-Family Residential Once Weekly Top-of-Drive Collection	Per HH/ Per Month		
<i>Multi-Family Residential (Approximately 200 Multi-Family Units)</i>				
3	Base Service: Multi-Family Once Weekly Curbside Collection	Per HH/ Per Month		
4	Service Alternate #1: Multi-Family Once Weekly Top-of-Drive Collection	Per HH/ Per Month		
<i>Senior Discount (Approximately 750 Households Qualify)</i>				
5	Senior Discount % of Base and Alternate Service Levels	% Discount/ Per Month		
<i>Village Municipal Sites (70 Locations)</i>				
6	Municipal Sites (4)	Lump Sum/ Per Month		
7	Municipal Streetside/ROW Containers (66)	Lump Sum/ Per Month		

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8	Village Special Events	Lump Sum		
<i>Garbage Carts</i>				
9	Additional Cart Rental Fee (More than 1 per Dwelling Unit)	Per Cart/ Per Month		
10	Cart Size Change Out/Replacement	Per Cart		
<i>Supplemental Solid Materials Collection</i>				
11	On-Demand Supplemental Garbage Collection	Per Collection		
12	Special Bulk Item Pick-Up	Per Cu. Yard		
13	White Goods Pick-Up	Per Item		
14	Once Annual Bulk Item Collection (Amnesty Day)	Lump Sum		
<i>Yard Waste Collection Service</i>				
15	Yard Waste Sticker	Per Sticker		
16	Yard Waste Subscription Service	Lump Sum/ Year		

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Service Alternate #1

Service		Price/Rate		
Item	Billing Unit	Unit Cost		
		5+3 Year Term	5+5 Year Term	
Twice Weekly Collection Option				
Single-Family Residential and Multi-Family Residential (Approximately 3,200 Single-Family Residential Units)				
17	Service Alternate #2: Single-Family Residential 2 nd Weekly Curbside Collection	Per HH/ Per Month		
18	Service Alternate #3: Single-Family Residential 2 nd Weekly Top-of-Drive Collection	Per HH/ Per Month		
19	Service Alternate #2: Multi-Family 2 nd Weekly Curbside Collection	Per HH/ Per Month		
20	Service Alternate #3: Multi-Family 2 nd Weekly Top-of-Drive Collection	Per HH/ Per Month		

Service Alternate #2

Service		Price/Rate		
Item	Billing Unit	Unit Cost		
		5+3 Year Term	5+5 Year Term	
Food Scrap Composting Collection Service				
Single-Family Residential and Multi-Family Residential (Approximately 3,200 Single-Family Residential Units)				
20	Combined Food Scrap and Yard Waste Collection Sticker	Per Sticker		
21	Combined Food Scrap and Yard Waste Subscription Service	Lump Sum/ Year		

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Service Alternate #4

Service		Price/Rate		
	Item	Billing Unit	Unit Cost	
			5+3 Year Term	5+5 Year Term
Semi-Annual Bulk Item Collection				
Single-Family Residential and Multi-Family Residential (Approximately 3,200 Single-Family Residential Units)				
20	Semi-Annual Bulk Item Collection (Amnesty Days)	Lump Sum		

Optional Bid Item #1

Service		Price/Rate		
	Item	Billing Unit	Unit Cost	
			5+3 Year Term	5+5 Year Term
Fall Parkway Leaf Collection				
Single-Family Residential and Multi-Family Residential (Approximately 3,200 Single-Family Residential Units)				
21	Fall Parkway Leaf Collection – Village Disposal Site (CBG) Utilized	Lump Sum		
22	Fall Parkway Leaf Collection – Franchisee Disposal Site Utilized	Lump Sum		

Optional Bid Item #2

	Item	Billing Unit	Purchase Price
Purchase Village-Owned Solid Waste Collection Equipment and Vehicle Fleet <i>(See Appendix F – Village Collection Equipment and Vehicle Manifest for additional details)</i>			
23	2004 Crane Carrier Garbage Packer – 25 cubic yard capacity	Lump Sum	
24	2007 Crane Carrier Garbage Packer – 25 cubic yard capacity	Lump Sum	
25	2010 Crane Carrier Garbage Packer – 25 cubic yard capacity	Lump Sum	
26	2014 Crane Carrier Garbage Packer – 25 cubic yard capacity	Lump Sum	

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27	2005 Cushman 4-Wheel Scooter	Lump Sum	
28	2006 Cushman 4-Wheel Scooter	Lump Sum	
29	2014 Cushman 4-Wheel Scooter	Lump Sum	
30	2008 Ford Ranger truck w/1.5 cubic yard capacity dump body	Lump Sum	
31	2010 Ford Ranger truck w/1.5 cubic yard capacity dump body	Lump Sum	
32	2011 Ford Ranger truck w/1.5 cubic yard capacity dump body	Lump Sum	

3. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

- A. Village is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices for services offered to Village;
- B. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
- C. All costs, royalties, and fees arising from use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices; and
- D. All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Service to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

4. Agreement Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in the Agreement and will perform the Work diligently throughout the term of the Agreement.

5. Operational Proposal

Bidder shall provide on separate sheet(s) a statement of the Bidder's understanding of all requirements for the Work. This statement must be specific, detailed and complete. It should clearly and fully demonstrate that the Bidder understands the requirements and the operational problems inherent in the Work. The Bidder should also present valid and practical solutions for those problems. The Bidder's Operational Proposal(s) will be incorporated by reference into the final Agreement as Attachment #. In addition, samples of forms for customer complaints and waste

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volumes report must be included.

6. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 120 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

7. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Village or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Agreement Price and Agreement Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Village, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Village that Bidder is adequately prepared to fulfill the Agreement.

D. Village's Reliance. Bidder acknowledges that Village is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

8. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

9. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of One Hundred Thousand dollars and no cents (\$100,000) ("*Bid Security*").

10. **Village's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Village awards Bidder the Agreement, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Village awards Bidder the Agreement, fail to timely execute the Agreement, Bidder's

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Certification and all other required documentation related to the Agreement, it will be difficult and impracticable to ascertain and determine the amount of damage that Village will sustain by reason of any such failure and, for such reason, Village shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security, or to exercise any and all equitable remedies it may have against Bidder.

11. **Village's Rights**

Bidder acknowledges and agrees that Village reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13.A of the General Instructions to Bidders.

12. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Request for Proposals, which are by this reference incorporated herein and made a part hereof.

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BIDDER'S PROPOSAL**

4.b. BIDDER'S SWORN ACKNOWLEDGEMENT

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of:

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President		_____
Vice President		_____
Secretary		
Treasurer		_____

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____

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3. Individual

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows:

4. Joint Venture

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and Entity Type)</u>	<u>ADDRESS</u>
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____
_____ (_____)	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2 or 3 above, as applicable.]

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BIDDER'S PROPOSAL**

4.c. BIDDER'S SWORN WORK HISTORY STATEMENT

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE
SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE
AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

2. Composition of Work

During the past three years, Bidder's work has consisted of:

_____ % Federal _____ % As Contractor _____ % Bidder's Forces
_____ % Other Public _____ % As Subcontractor _____ % Subcontractors
_____ % Private _____ % Materials

3. Years In Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business:

_____ years.

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

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5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List major municipal/county/local governmental waste collection and disposal franchises held by Bidder in past 10 years. Attach additional sheets as necessary

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government			
Date Commenced			
Address			
Reference			
Telephone Number			
E-Mail Address			
Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)			
Population			

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4.c. BIDDER'S SWORN STATEMENT OF RESPONSIBILITY

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE
SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE
AGREEMENT**

1. Key Personnel

The following persons will perform key functions for the Work:

<u>NAME</u>	<u>POSITION</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach a copy of the resume and provide references for each of the Key Personnel. Resumes should include, if applicable: total years of related technical experience, managerial experience, education, position occupied on each assignment, description of duties on each assignment, professional registration and certification, professional societies and affiliations and number of years of related experience with Bidder.

Attach a description of the organization and management structure that will be utilized to perform the Work. At a minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignments of the key personnel. Bidder should demonstrate that the proposed manpower level on which it has based its Price Proposals is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the Work.

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BIDDER'S PROPOSAL**

3. Subcontractors

Bidder normally employs one or more of the following subcontractors for projects such as the Work

<u>SUBCONTRACTOR</u>	<u>TRADE OR TYPE</u>
_____	_____
_____	_____
_____	_____
_____	_____

4. Unions

Bidder anticipates employing, either directly or through subcontractors, trades represented by the following union locals:

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

<u>TRADE</u>	<u>UNION LOCAL</u>	<u>CONTRACT EXPIRATION</u>
_____	_____	_____
_____	_____	_____

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BIDDER'S PROPOSAL**

5. Current Franchises/Contracts for Waste Collection and Disposal

Bidder is currently holds the following municipal/county/local government waste collection and disposal franchises or has ongoing contracts for waste collection and disposal:

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government			
Date Commenced			
Termination Date			
Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)			
Population			

6. Status of Current Franchises/Contracts

None of the current franchises or contracts listed in Item 5 of the Sworn Work History Statement, are in default, subject to damages or penalties for delay, behind schedule or over budget except as noted and explained below:

**VILLAGE OF GLENCOE
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BIDDER'S PROPOSAL**

7. Potential Contracts/Franchises

Bidders currently has outstanding bids or proposals on the following waste collection and disposal contracts or franchises and no others:

	FRANCHISE #1	FRANCHISE #2	FRANCHISE #3
Municipality/ County/ Local Government			
Date Bid/Proposal Submitted			
Award Date (expected)			
Type of Work (Solid Waste, Landscape Waste, Recyclable Materials, etc.)			
Population			

8. Contracts Abandoned

Neither Bidder nor any predecessor organization has ever failed to complete a contract except as noted and explained below:

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
BIDDER'S PROPOSAL**

9. **Contract Defaults**

Neither Bidder nor any predecessor organization has ever defaulted on, or been terminated for cause on, a contract except as noted and explained below:

10. **Litigation**

Neither Bidder nor any predecessor organization is, or within the past five years has been involved as, a party to any litigation except as noted below:

<u>CASE NAME</u>	<u>COURT JURISDICTION</u>	<u>DOCKET NUMBER</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

11. **Financial Strength**

Provide copies of Bidder's (or any predecessor organization's) audited financial statements for the last three fiscal years, including, at a minimum, income statement, balance sheet and statement of changes in financial position, together with footnotes. In addition, complete the following Condensed Net Worth Statement for General Contractor (including any predecessor organization) as of the most recently ended calendar quarter:

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
BIDDER'S PROPOSAL**

ASSETS

- 1. Cash \$ _____
- 2. Stocks and Bonds..... _____
- 3. Notes Receivable _____
- 4. Accounts Receivable (including bid deposits &
amounts accrued on uncompleted contracts) _____
- 5. Accrued Interest _____
- 6. Real Estate _____
- 7. Material Inventory _____
- 8. Equipment (depreciated value) _____
- 9. Furniture and Fixtures (depreciated value) _____
- 10. Other Assets _____
- Total Assets \$ _____

LIABILITIES AND EQUITY

- 1. Notes Payable \$ _____
- 2. Accounts Payable..... _____
- 3. Mortgages Payable..... _____
- 4. Other Liabilities _____
- 5. Reserves _____
- 6. Capital Stock..... _____
- 7. Surplus (net worth) _____
- Earned \$ _____
- Unearned \$ _____
- Total Liabilities and Equity \$ _____

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
BIDDER'S PROPOSAL**

12. Joint Venture Documents

If Bidder is a joint venture, provide a true and correct copy of Bidder's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the Bidder's Proposal, the Work or the Agreement.

_____ ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Agreement and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

DATED this _____ day of _____, 2017.

Attest/Witness: _____ Bidder

By: _____ By: _____

Title _____
: _____ Title: _____

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6, FOR
SIGNATURE REQUIREMENTS**

Subscribed and sworn to before me this _____ day of _____, 2017.

My Commission expires _____.

SEAL
Notary Public

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of Bidder)
as Principal, hereinafter called Bidder, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto Village of Glencoe, 675 Village Ct., Glencoe, Illinois 60022, as Obligee, hereinafter called Village, in the full and just sum of One Hundred Thousand Dollars and no cents (\$100,000), for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Bidder's Proposal dated _____, to Village
entitled
"FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE AND LANDSCAPE WASTE Bidder's Proposal" (the "*Proposal*"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Proposal shall be accepted by Village, Bidder shall (1) timely submit all the Bonds and all the certificates and policies of insurance required of it, (2) timely execute the Agreement and the Bidder's Certification, in the form included in the bound Request for Proposals, and all other required documentation related to the Agreement, and (3) in all other respects, perform the agreement created by Village's acceptance of the Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Village may accept the Proposal, and Surety does hereby waive notice of any such extension. Village shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond. No right of action shall accrue on this bond to or for the use of any person or corporation other than Village or the heirs, executors, administrators or successors of Village.

Signed and sealed this _____ day of _____, 2017.

Attest/Witness:	PRINCIPAL
By: _____	By: _____
Title: _____	Title: _____

Attest/Witness:	SURETY
By: _____	By: _____
Title: _____	Title: _____

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 6, FOR SIGNATURE REQUIREMENTS

**VILLAGE OF GLENCOE
FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
NOTICE OF AWARD**

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: **SUCCESSFUL BIDDER**
ADDRESS OF
OF SUCCESSFUL
BIDDER

("Franchisee")

FROM: Village of Glencoe
675 Village Ct.

Glencoe, Illinois 60022

("Village")

On the _____ day of _____, 2017, Village found to be most favorable to the interests of Village the Bidder's Proposal submitted by Franchisee and dated on the _____ day of _____, 2017, in which Franchisee proposes to contract with Village, in the form of the Agreement included in the Request for Proposals to perform the following Work: (1) to provide, perform and complete in the manner described and specified in the Request for Proposals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **COLLECTION AND DISPOSAL OF SOLID WASTE AND LANDSCAPE WASTE**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Agreement included in the Request for Proposals; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Request for Proposals; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Franchisee by the Agreement; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Agreement.

OWNER ACCORDINGLY AWARDS FRANCHISEE, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE AGREEMENT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.

A Closing will be held at **TIME** on the **DATE** day of **MONTH, YEAR** at the above listed office of Village at which time the Agreement will be executed by Village provided that all Conditions Precedent to Closing have been satisfied. Franchisee must have complied with all Conditions Precedent to Closing set forth in Section 15 of the General Instructions to Bidders included in the Request for Proposals, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Village's option, in the imposition of liquidated damages and the annulment of this award, or in Village's exercise of any or all equitable remedies Village may have, all as more specifically set forth in Sections 8, 15, and 16 of the General Instructions to Bidders.

DATED this **DAY** day of **MONTH, YEAR**

VILLAGE OF GLENCOE

By: _____
Village Manager

**FRANCHISE AGREEMENT
BETWEEN THE VILLAGE OF
GLENCOE AND [INSERT
FRANCHISEE NAME]
FOR THE COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS**

In consideration of the mutual promises set forth below, the Village of Glencoe, Illinois, an Illinois municipal corporation ("**Village**"), and [INSERT NAME OF FRANCHISEE], an Illinois [INSERT] ("**Franchisee**"), make this Agreement as of [INSERT DATE], and hereby agree as follows:

**ARTICLE 1
GRANT AND ACCEPTANCE OF FRANCHISE**

1.1 Grant of Franchises

Pursuant Glencoe Municipal Code ("**Village Code**"), as it has been and may from time to time be amended, and the authority granted to the Village by the Illinois Municipal Code and the Village of Glencoe Charter, the Village grants to Franchisee an exclusive, revocable franchise to collect and dispose of Solid Waste, and Landscape Waste from all Residential Dwellings and Municipal Sites (collectively, "**Franchise**").

1.2 Acceptance of Franchise

Franchisee accepts the Franchise hereby granted to it pursuant to and in strict accordance the Glencoe Municipal Code as it has been and may from time to time be amended, and does hereby agree to strictly comply with each and every term of this Agreement and of the Glencoe Municipal Code, as it has been and may from time to time be amended.

1.3 Term

The Franchise hereby granted and accepted shall be effective for a five year term. Franchisee shall commence the Work on October 1, 2017 ("**Commencement Date**") and shall diligently and continuously prosecute the Work at all times thereafter through [DATE]. The Village will have the right to renew and extend this Agreement for an additional [INSERT] term by written notice to the Franchisee provided no later than 60 days before the initial term or any extension of this Agreement. If necessary to avoid cessation of service at the expiration of this Agreement, the Agreement may be extended for a period of up to sixty (60) days past the expiration date at a rate equal to one hundred ten percent (110%) of the rates being charged at the expiration of the Agreement, upon mutual consent of the Village and the Franchisee.

**ARTICLE 2
THE WORK**

2.1 Definition of Terms

"**Curbside**" means collection adjacent to the street pavement, alley pavement and gutter and within five (5) feet thereof.

“Customers” means owners, residents, and occupants of residential dwellings in the Village who are directly billed by the Franchisee for waste collection services.

“Landscape Waste” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines, and trees.

“Multiple Family Dwelling” means any attached dwelling containing two (2) or more dwelling units, with either individual or combined collection of waste and recyclable materials.

“Municipal Sites” means those Village-owned locations and containers designated in Section 3.7 of this Agreement.

“Requirements of Law” means all applicable federal, state, and Village laws, statutes, codes, ordinances, resolutions, rules and regulations.

“Residential Dwelling” means (a) any Single Family Dwelling or (b) any Multi-Family Dwelling in the Village.

“Single Family Dwelling” means any detached dwelling in the village containing only one (1) dwelling unit, with individual collection of waste and recyclable materials.

“Solid Waste” means all garbage and refuse but not Recyclable Materials or Landscape Waste.

“Top-of-Drive” means collection of Solid Waste and Landscape Waste from locations adjacent to residential dwelling, including just outside of garage door or front entrance to dwelling.

2.2 General Definition of the Work

The Work is defined as the collection and disposal of unlimited residential and municipal Solid Waste from all Residential Dwellings and Municipal Sites in the Village as well as Municipal Sites in the manner prescribed in Article III of this Agreement, the collection and disposal of unlimited Landscape Waste from the Customers and Municipal Sites in the manner prescribed in Article IV of this Agreement.

2.3 Franchisee’s Duty to Perform the Work

Franchisee shall, at its sole cost and expense:

A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Agreement, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.

B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Franchisee’s sole responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by Village for Franchisee’s costs to obtain such licenses, approvals, and permits.

- C. Taxes. Pay all applicable federal, state, and local taxes.
- D. Miscellaneous. Do all other things required of Franchisee by this Agreement.

2.4 Billing; Payment for the Work

A. Billing. Franchisee shall be solely responsible for all billing and collection of all rates and charges for the Work. Franchisee shall bill and collect from all Customers directly. Village shall have no responsibility for the billing of any account. Franchisee shall bill Customers quarterly in advance of service.

B. Solid Waste Infrastructure Fee. Village is a member of the Solid Waste Agency of Northern Cook County (SWANCC) and maintains a negotiated tipping fee for all Solid Waste loads delivered to the SWANCC facilities Glenview Transfer Station (“**GTS**”). Village will continue to be responsible for disposal charges imposed by SWANCC on Solid Waste loads delivered to the GTS by Franchisee.

To ensure that Village has sufficient funds on hand to pay for all disposal charges imposed by SWANCC, the Village will notify Franchisee of the annual negotiated cost imposed by SWANCC. Franchisee will divide that number and bill a *pro rata* share to each Customer in the form of a Solid Waste Infrastructure (“**SWI**”) Fee on the Customer’s regular bill. Franchisee will collect the SWI Fee along with its own fees and charges, but shall maintain and remit the SWI Fee to Village in accordance with Section 2.4.C below. Village reserves the right to adjust the SWI Fee at any time during the term of the Agreement on the condition that it provides Franchisee with 90 day advance notice of any such adjustment.

C. Remittance of Solid Waste Infrastructure Fee. Franchisee will deposit the SWI Fee received from each Customer into a special and separate SWI Fee account upon collection. Franchisee will account for all SWI Fees received from each Customer and deposited in the SWI Fee account by Customer’s account number, name and address. This information is to be provided to Village at the close of each month. All SWI Fees deposited in the account shall be paid to the Village no less frequently than 30 days after collection from Customers.

D. Rates and Charges. The rates and charges billed by Franchisee for the Work shall be as set forth in **Attachment A** to this Agreement, which is hereby incorporated into this Agreement. Franchisee agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Franchisee for the Work (“**Agreement Price**”).

E. Adjustment of Rates and Charges.

- i. Annual Adjustment in Collection Rates and Charges. Franchisee will be permitted to increase the rates and charges that comprise the Agreement Price each year on the anniversary of the Commencement Date by a percentage not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15th of the preceding calendar year and January 15th of the current calendar year; provided, however, that no increase in the Agreement Price shall exceed 2.5% over the previous year. Further, if the CPI-U decreases during

an annual period, Franchisee shall not be required to reduce its rates and charges. Franchisee shall provide the Village with written notice of proposed increase in the Agreement Price no later than 90 days prior to the anniversary of the Commencement Date in the form of the Agreement Price Adjustment Notice attached as **Attachment B** to this Agreement. Franchisee will provide each Customer with notice of the proposed increase in the rates and charges paid by the Customer no later than 60 days prior to the anniversary of Commencement Date.

- ii. Disposal Facility. All Solid Waste Materials collected pursuant to the requirements of this Agreement are to be disposed at the SWANCC Glenview Transfer Station ("**GTS**") located at 1151 N. River Road, Des Plaines, Illinois or at a location designated by SWANCC for further processing and disposal.
- iii. Processing of Other Materials. All Landscape Waste, and White Goods collected pursuant to the requirements of this Agreement are to be processed by the Franchisee who will have sole responsibility for the proper disposition of these materials.
- iv. Disposal Facility Fees. Except as provided for in Section 2.4.B above with regard to SWANCC tipping fees, Franchisee shall be solely responsible for all fees charged by all operators of any disposal facility used by Franchisee for the processing of other materials. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.
- v. Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the state of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Franchisee under this Agreement; provided, however, that prior to the implementation of such adjustment, Franchisee shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Franchisee shall notify Customers in writing of any rate or charge adjustment at least 30 days prior to the effective date of the adjustment.
- vi. Fuel Surcharge or Other Fees. Nothing in this Agreement shall be construed to prohibit Franchisee from submitting a request, under extraordinary circumstances, for additional fees; provided, however, that the denial or approval of such additional fees shall be in the sole discretion of the Village.

F. Notice of Increases in Rates and Charges. Franchisee shall notify all Customers of any increases in rates or charges in writing to each Customer at least 30 days prior to the new rates going into effect.

G. Senior Citizen Discount. Franchisee will offer a discounted rate for Solid Waste and Landscape Waste Materials collection to Customers over the age of 65 in the amount set forth in Attachment A. Franchisee will provide this Senior Citizen Discount to any Customer who requests the discount and provides the Village Manager with proof of eligibility in the form of a

valid state-issued driver's license or identification card, Social Security Card, or United States passport. The Village Manager shall maintain a list of those Customers eligible for the Senior Citizen Discount.

2.5 Community Collections

A. Emergency Collections.

1. Localized Emergency Collections. Franchisee will, upon request from the Village, perform a special collection from any Customer or Customers of Waste of any and all kinds in emergency circumstances where prompt removal of the Waste is necessary for the preservation of the public health, safety and welfare. The cost of any such collection will be paid by the Village on a cubic yard basis at the rate set forth in Attachment A.

2. Community-Wide Emergency Collection. In the event of a major weather event, disaster, civil unrest or other unforeseen event, the Village may require Franchisee to conduct a community-wide collection of Waste of any and all kinds from all Customers and Municipal Sites ("**Community-Wide Emergency Collection**"). The Village may require Franchisee to place roll-off containers at locations throughout the Village during a Community Wide Collection. The Village will provide Franchisee with no less than 24 hours' notice in writing of the need for a Community-Wide Emergency Collection. The Village shall pay for all costs associated with a Community Wide Collection on a cubic yard basis at the rate set forth in Attachment A with the exception of the costs associated with procuring, placing and collecting roll-off containers, which costs will be paid by Franchisee.

B. Additional Collections. Franchisee and the Village may, throughout the term of this Agreement, arrange for additional collections at rates to be mutually agreed upon by the Parties.

ARTICLE 3 SOLID WASTE COLLECTION

3.1 Solid Waste Collection Service

A. Base Weekly Service. Franchisee shall collect from all Customers, once each week, all Solid Waste, of the Village of Glencoe, properly placed for curbside collection in the two wheeled cart provided by Franchisee and any additional two wheeled cart purchased by the Customer. This collection shall be unlimited for all Customers

B. Optional Top-of-Drive Service. [**Service Alternate #1**] Franchisee shall collect Solid Waste from top of drive for Customers who elect and pay for Top of Drive Service at the rate set forth in Attachment A.

C. Optional Twice Weekly Service. [**Service Alternate #2**] Franchisee shall collect Solid Waste properly placed for curbside collection on a twice weekly basis from Customers who elect and pay for the Twice Weekly Service at the rate set forth in Attachment A.

D. Optional Twice Weekly Top-of-Drive Service. [**Service Alternate #3**] Franchisee shall, on a twice weekly basis, collect Solid Waste from top of drive for Customers who elect and pay for Twice Weekly Top of Drive Service at the rate set forth in Attachment A.

E. Hardship Service. Franchisee will offer Customers determined by the Village Manager to possess a personal hardship that prevents them from being physically able to present their Solid Waste Cart for curbside collection ("**Hardship**") the option of Top of Drive Service at no additional cost to the Customers or the Village beyond the cost of Base Weekly Service. Franchisee will return the Solid Waste Carts to the top of the Customer's driveway. The Village Manager or his designee shall make a written determination that a Customer possesses a Hardship after receiving sufficient proof that (1) the Customer is physically unable to bring his or her Solid Waste Cart to the curb, and (2) no other person living in the dwelling unit is physically able to bring the Solid Waste Cart to the curb.

3.2 Holiday Trees

For the purposes of this Agreement, the term Solid Waste is defined to include, and Franchisee shall collect, at no additional cost to the Customer or the Village, one Holiday Tree placed at curbside for collection per Customer. Holiday Trees shall be disposed of by Franchisee in the same manner as Landscape Waste.

3.3 Bulk Item Collection

A. Customer's Request. Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, excluding White Goods (each a "**Bulk Item**"), from a Customer upon the Customer contacting Franchisee to schedule a pickup of any Bulk Items. Franchisee may charge Customers for the collection of any Bulk Items on a cubic yard basis at the rate set forth in Attachment A. Except as provided in Section 3.1 above, Franchisee shall not be responsible for collecting certain items including construction debris, Landscape Waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.

B. Annual Bulk Collection. Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, including White Goods, Village-wide at a prearranged time once a year for the lump sum price set forth in Attachment A.

C. Semi-Annual Bulk Collection. [**Service Alternate #4**] Franchisee shall collect bulk items which are too large to fit into a Solid Waste Cart or other permitted container, including White Goods, Village-wide at prearranged times twice a year for the lump sum price set forth in Attachment A.

3.4 White Goods Collection

Franchisee shall collect white goods, as defined in Section 22.28 of the Illinois Environmental Protection Act (415 ILCS 5/22.28) ("**White Goods**") from a Customer upon the Customer contacting Franchisee to schedule a pick-up of the White Good. Franchisee may charge Customers for the collection of any White Goods on a per item basis at the rate set forth in Attachment A.

3.5 Containers

A. New Carts. Franchisee will provide each Customer with one two wheeled cart ("**Cart**") for the collection of Solid Waste. Franchisee will allow each Customer to choose either 65 gallon Cart or a 95 gallon Cart (Rehrig Pacific Cart or approved equal). Franchisee will offer

Customers the option of purchasing additional Carts at the price set forth in Attachment A. Franchisee shall provide dumpsters to the Village, at no charge, for use by the Village as Solid Waste containers at each of the municipal buildings and sites identified in Subsection 3.8 below.

B. Village Supplied Carts. Approximately 1,500 Customers have purchased and currently use carts supplied by Village. These carts are industry standard two-wheeled carts and are generally in good condition and working order. Prior to commencement of service, Village and Franchisee will coordinate efforts to determine which of these carts can remain in service and which need to be replaced by carts provided by Franchisee.

C. Use of Carts Required. Village will require that Customers place all Solid Waste either in Carts previously provided by Village or by Franchisee and shall prohibit the use of Customer supplied carts or containers. Village will issue citations to Customers that fail to comply with this requirement.

D. Cart Change Out. During a period commencing 45 days prior to the Commencement Date and ending 15 days prior to the Commencement Date, Customers will be allowed to select between the 65 and 95 gallon Cart size for Solid Waste. Franchisee shall deliver to all Customers' households a brand new selected Cart. Each Customer shall be allowed to exchange the Solid Waste Cart for a different size Cart once during the period commencing September 1 and ending September 30 of each year during the term of this Agreement at no additional charge to the Customer. Franchisee may charge Customers a Cart Change-out/Replacement Fee in the amount set forth in Attachment A for exchanges requested outside of this time period.

3.6 Collection Days

Franchisee shall operate vehicles for the collection of Solid Waste in the Village on Monday through Friday, inclusive, and as otherwise provided in this Agreement. Franchisee will be allowed to provide collection on Saturday, with prior Village approval, when the normal Friday collection is significantly affected by a holiday or extreme weather conditions.

3.7 Municipal Solid Waste Collection

Franchisee shall collect all Solid Waste in the manner prescribed in this Article III at Municipal Sites listed in Appendix E, including, without limitation, the following locations:

- C. Village Hall
- D. Public Works Service Building
- E. Water Plant
- F. Glencoe Golf Club
- G. Central Business Area Streetside and Right-of-Way Containers (currently 64 locations)

(collectively, the "***Municipal Sites***")

3.8 Special Event Collection

A. Village Special Events. Franchisee shall collect and process all Solid Waste Materials that may be generated during the following annual Village-sponsored events:

1. Glencoe Grand Prix (Saturday in late May): Franchisee to coordinate with Village's Public Works General Superintendent to furnish & deliver (15) 95-gallon carts and (1) 10 yard dumpster to 325 Temple Ct. Containers will be delivered on the Friday before the event and collected on the Monday after the event.
2. 4th of July: Franchisee to coordinate with Village's Public Works General Superintendent to furnish & deliver (15) 95-gallon carts and (1) 10 yard dumpster. (10) 95-gallon carts and 10 yard dumpster will be delivered to Lakefront Park (35 Hazel Ave.) and (5) 95-gallon carts delivered to Kalk Park (270 Park Ave.). Carts and dumpster will be delivered on the 3rd of July and collected on the first business day following the 4th.
3. Downtown Art Festival (Saturday/Sunday in early August): Franchisee to coordinate with Village's Public Works General Superintendent to furnish & deliver (15) 95-gallon carts and (1) 10 yard dumpster to 325 Temple Ct. Containers will be delivered on the Friday before the event and collected on the Monday after the event.
4. Harvestfest (Saturday in October): Franchisee to coordinate with Village's Public Works General Superintendent to furnish & deliver (12) 95-gallon carts and (1) 10 yard dumpster to 325 Temple Ct. Containers will be delivered on the Friday before the event and collected on the Monday after the event.

(collectively, the "**Village Events**"). Franchisee will provide the Village with all necessary containers for each Village Event and collect the containers at the conclusion of the Village Event. The containers and collection of all Solid Waste Materials generated at the Village Events will be provided at no additional cost to the Village.

B. Village Special Event Increase. The Village reserves the right to require the Franchisee to provide collection services for no more than two additional one-day Village-sponsored events.

3.9 Monthly Reports

Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing all Solid Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Solid Waste collected and disposed of, copies of load tickets from disposal sites, location of disposal, and the like. Such report shall be on a form provided by the Village.

3.10 Hazardous Waste

Franchisee shall not be required to collect and dispose of Hazardous Waste as defined in Section 3.220 of the Illinois Environmental Protection Act (415 ILCS 5/3.220). When Franchisee, during collection, encounters hazardous waste materials, then Franchisee shall not be required to collect such materials. Franchisee shall promptly notify the Village of each such instance on a form approved by the Village. See Section 7.17 of this Agreement for provisions related to notice to Customers regarding improperly prepared or improper materials.

**ARTICLE 4
LANDSCAPE WASTE AND LEAF COLLECTION**

4.1 Landscape Waste Collection Service

Franchisee shall collect from all Customers all Landscape Waste. Landscape Waste shall not include branches greater than four (4) inches in diameter or four (4) feet in length.

4.2 Location of Service [*Note: No Service Alternates*]

Franchisee shall provide curbside service for collection of Landscape Waste.

4.3 Containers

The Village shall provide by ordinance that all Landscape Waste placed by Customers for collection shall be contained in metal or plastic cans, not exceeding 32 gallons, or biodegradable paper "kraft"-type bags not exceeding 50 pounds in weight, or shall be tightly tied with biodegradable string or twine, in bundles not exceeding four feet in length and two feet in diameter. No single branch shall exceed four inches in diameter. No bundle shall exceed 50 pounds in weight. All cans for Landscape Waste shall be clearly marked on the outside thereof by the Customer. All bags, bundles, or containers with Landscape Waste must be appropriately stickered for collection.

4.4 Landscape Stickers and Subscription Service.

A. General. Franchisee shall be paid for all collection of Landscape Waste either through the purchase of individual collection stickers or an annual purchase of a subscription for the collection of an unlimited amount of Landscape Waste ("**Subscription Service**") at the rates set forth in Attachment A.

B. Sale of Collection Stickers. Franchisee is to purchase Landscape Waste Stickers, sell, and deliver them to local merchants that opt to sell them, as well as the Village. The Franchisee is also to sell the Stickers to residents through the mail, if requested by a resident.

C. Sale of Subscription Service. Franchisee shall arrange for, supervise, and handle the sale of the Landscape Waste Subscription Service. Customers interested in purchasing this Service will be required to contact Franchisee. The Subscription Service will be for the entire period required by Section 4.5 or any shorter period based on the date of Customer's purchase of the Service. The Subscription Service shall be a one-time, flat-fee payment, annually billed, and neither proratable nor refundable, and will be charged at the beginning of each season. In the event that the Customer moves to another location within the Village, this Subscription Service will be transferable to the new address. The Subscription Service shall not be transferable to another Customer at the same address; in such instances, the Subscription Service will be terminated without a refund.

4.5 Collection Day and Period

Franchisee shall collect Landscape Waste from all Customers once each week on a day on which Solid Waste Materials are collected, from the first full week in April through the week

including November 30 each year. The period for such services may be expanded to include additional weeks upon the mutual written agreement of the Parties.

4.6 Monthly Reports

Franchisee shall prepare and submit to Village, before the 15th day of each month, a report detailing all Landscape Waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of Landscape Waste collected, fees paid to dispose of such Landscape Waste, location of disposal, and the like. Such report shall be on a form agreed to by Village and Franchisee.

4.7 Parkway Leaf Collection [Optional Bid Item #1]

Franchisee will collect loose leaves placed in the public parkway using vacuum collection during seven week program, typically extending from the middle of October through the end of November. Franchisee will complete no less than ten (10) passes through the Village. Collected leaves will be disposed of at the Chicago Botanic Garden (CBG) pursuant to an ongoing agreement with the CBG. In the event that the CBG site is no longer available, Franchisee will arrange for an appropriate disposal site that will accept the collected leaves at no additional cost to the Village or the Customers. Any alternate disposal site must comply with the Requirements of Law regarding disposal of Landscape Waste.

ARTICLE 5 FINANCIAL ASSURANCES

5.1 Bond

Franchisee shall provide either (a) a performance bond in the form attached hereto as Attachment C from a surety company licensed to do business in the State of Illinois with a general rating of A- and a financial size category of Class X or better in Best's Insurance Guide, in the penal sum of 100% of the Bidder's price proposal for the first annual period (the "**Bond**"), or (b) a straight irrevocable letter of credit in the amount of 100% of the Bidder's price proposal for the first annual term from a bank acceptable to the Village and in the form attached hereto as Attachment D.

5.2 Insurance

Franchisee shall provide certificates and policies of insurance evidencing the following minimum insurance coverages:

<u>Worker's Compensation:</u>	Statutory Limits
<u>Employer's Liability:</u>	\$1,000,000 each occurrence.
<u>Vehicle Liability:</u>	\$3,000,000 property damage and bodily injury or death per person, combined single limit \$3,000,000 each occurrence.
<u>Comprehensive General Liability:</u>	\$5,000,000 each person, \$10,000,000 each occurrence \$2,500,000 each occurrence; property damage

Environmental Impairment/Pollution Liability: \$5,000,000 combined single limit per occurrence for bodily injury damage and remediation costs

The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Contractors shall include all subcontractors as insureds under its provision or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Such policies shall be in a form, and from companies, acceptable to the Village and shall name the Village as an additional insured and cancellation notice recipient. Such insurance shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Village. In the event of any such cancellation or non-renewal, Franchisee shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change of or modification of coverage, Franchisee shall notify Village within thirty (30) days after Franchisee receives such notice from the Village.

5.3 Indemnification

Franchisee shall, and hereby agrees to, defend, indemnify, save, and hold harmless the Village of Glencoe, its elected and appointed officials, employees, and attorneys against any and all injuries, deaths, lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Franchisee's negligence or willful misconduct, or failure to perform, including, without limitation, negligence and willful misconduct, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Franchisee or Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors, except to the extent caused by the sole negligence of the Village.

Franchisee expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Franchisee, shall in no way limit the responsibility to indemnify, keep and safe harmless and defend the Village of Glencoe, its officials, employees and agents herein provided.

5.4 Penalties

Franchisee shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Franchisee's negligent performance, or its failure to perform, its duties and obligations under this Agreement, including without limitation acts and omissions of Franchisee's employees, Franchisee's agents, Franchisee's officers, Franchisee's subcontractors, and Franchisee's independent contractors. Franchisee may contest any such fines or penalties in administrative or

court proceedings; provided, however, that Franchisee shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Franchisee shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE 6 STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance: Performance Review

A. General Standard. Franchisee shall provide, perform, and complete all of the Work in full compliance with the terms of this Agreement and in a good and workmanlike manner. Franchisee at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

B. Compliance with Operational Plan. Franchisee will provide, perform, and complete all of the work in full compliance with the Operational Plan included as Attachment E to this Agreement.

C. Annual Review. Franchisee and the Village agree that the performance of the Work under this Agreement, and the provisions of this Agreement, shall be subject to review once during each year of the term of this Agreement. Such review shall be at a meeting designated by the Village Manager, with not less than 21 days advance written notice to Franchisee of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Franchisee shall attend through its officials and employees of Franchisee with authority to resolve performance and Agreement issues under the Agreement.

6.2 Collection Times

Franchisee shall not begin collection on any day Monday through Friday, or on any Saturday where authorized by the Village pursuant to Section 3.6, before 7:00 a.m. or continue collection on any day after 4:00 p.m. Franchisee shall not perform collection on Sundays.

6.3 Holiday Collection

Franchisee shall not be required to perform Work on the following holidays: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When any such holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one day for the remainder of the week after the holiday; provided, however, that no such delayed collections shall occur on Sundays or holidays. Franchisee shall provide the Village with a written schedule of holidays on which it will not perform collections.

6.4 Quality of Employees

Franchisee shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to the Village, then Franchisee shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.5 Subcontractors

A. Approval and Use of Subcontractors. Franchisee shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Franchisee shall be acceptable to, and approved in advance by, the Village. The Village's approval of any subcontractor shall not relieve Franchisee of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Agreement, and every reference in this Agreement to "Franchisee" shall be deemed also to refer to all subcontractors of Franchisee.

B. Removal of Subcontractors. If any subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Village, then Franchisee shall immediately upon notice from the Village terminate such subcontract. Franchisee shall have no claim for damages, or for compensation in excess of the Agreement Price, as a result of any such termination.

6.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Franchisee. Franchisee shall have no claim against the Village because of any damage or loss to the Work or Franchisee's equipment, materials, or supplies.

6.7 Safety

Franchisee shall be solely and completely responsible for the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Franchisee shall take all safety precautions as shall be necessary to prevent injury to persons and damage to property.

6.8 Cleanliness

A. Generally. Franchisee shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Franchisee shall replace all container covers and shall replace all containers to their proper locations.

B. Cleanup of Spills. Franchisee will handle all Carts and containers with reasonable care to avoid damage and spillage. Any contents spilled or items broken by collection crews onto parkways, premises, curb-and-gutters or streets shall be immediately cleaned up in a good workmanlike manner. In order to clean up, a broom and shovel shall be required on each vehicle. Franchisee shall immediately clean up any Solid Waste or Landscape Waste that it may have caused to spill onto private premises, parkways, streets, alleys or other public places, in a neat and workmanlike manner.

6.9 Equipment

C. General. Franchisee shall furnish, and maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the Work. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village. No vehicle used in the performance of this contract shall have a gross vehicle weight rating (GVWR) of greater than 55,000 pounds. All vehicles shall be maintained in good working order and appearance, free of

rust, and shall be clean at the start of each collection day. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Franchisee, a local phone number, and a vehicle identification number that is clearly visible on both sides. No vehicle shall be operated on a Village street that leaks any fluids from the engine or compaction mechanism. All vehicles shall be fully enclosed and operated in such a way that no Solid Waste leak, spill or blow off the vehicles. Should any Solid Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Franchisee shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Franchisee for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather. All vehicles shall be made available for inspection during regular business hours at the request. Franchisee may use replacement, open trucks on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

D. Purchase of Village Collection Vehicles and Equipment. [**Optional Bid Item #2**] No later than 10 days after the effective date of this Agreement, Franchisee will provide Village with a check for the full aggregate purchase price for Village's collection vehicles and equipment. In exchange, Village will provide Franchisee with bills of sale, title documents, and take all necessary actions to transfer the collection vehicles and equipment to Franchisee. Franchisee acknowledges that Village is transferring all vehicles and equipment in an as-is, where-is condition and makes no warranty as to the condition or suitability of the vehicles for Franchisee's proposed use.

6.10 Storage

Franchisee shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Franchisee store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of waste collection Carts and other containers provided by Franchisee in accordance with the terms of this Agreement.

6.11 Damage to Property

E. Restoration. Franchisee shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Franchisee to any property, public or private, as a result of the Work. If Franchisee fails to promptly repair or restore any such damage, then the Village may, after 48 hours written notice to Franchisee, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Franchisee. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Franchisee and charge all costs related thereto to Franchisee. Franchisee shall pay all costs to the Village within five days after receiving notice thereof from the Village.

F. Customer Carts. Franchisee shall use reasonable care in the handling of all Customer Carts to avoid any excessive damage thereto. Franchisee shall replace at its expense Carts that may be seriously damaged by carelessness of its employees.

G. No Waiver. Notwithstanding any other provision of this Agreement, Franchisee's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the Village or Franchisee, to indemnify, hold harmless, or reimburse Franchisee for the cost of any repair or replacement work required by this Section.

6.12 Telephone; Website

A. Telephone. Franchisee shall maintain a telephone number (local exchange) with an attendant from Monday through Friday during the hours of 7:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

B. Website. Franchisee will maintain a publicly accessible website with the following components:

- i. Information on service levels offered by Franchisee and corresponding rates;
- ii. Franchisee regulations and requirements for collection of Solid Waste, Recyclable Materials, and Landscape Waste;
- iii. On-line bill payment for all services offered by Franchisee to Customers;
- iv. Submission of Cart size selection and Cart Change-Out/Replacement requests; and
- v. Scheduling of special collections and other service requests by Customers.

6.13 Route Supervisor Liaison

Franchisee will assign a route supervisor is to act as a liaison between Franchisee, Village, and the Customers. The route supervisor will contract the Public Works Service Building each afternoon that service is provided, prior to collection vehicles and operators completing their routes. The purpose of such contact is to receive any message from Village officials or from residents for service questions or complaints, and to act as a liaison between the selected proposer and the Village. Franchisee will equip the route supervisor with a cellular telephone so that Village officials can contact him or her regarding service requests and complaints.

6.14 Identification

All of Franchisee's own personnel and all of Franchisee's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village.

6.15 Complaints; Processing

A. Generally. Franchisee shall cooperate with the Village in minimizing complaints

from the Customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Agreement.

B. Initial Response. Franchisee shall give all complaints received by it prompt and courteous attention. Franchisee shall respond personally to every Customer from whom a complaint is received within 24 hours after receipt of such complaint; except that, if Franchisee receives a complaint about a missed scheduled collection, then Franchisee shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Agreement, then Franchisee shall cause such collection to be made within 24 hours after receipt of such complaint.

C. Referral to Village. If Franchisee is unable to resolve a complaint in a manner satisfactory to both Franchisee and the Customer, then Franchisee, within 48 hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager or his designee, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Franchisee's response to the complaint. The Village Manager or his designee shall arbitrate each such complaint, and the Village Manager's or his designee's decision concerning each such complaint shall be final and binding on Franchisee.

D. Monthly Report. Franchisee shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any Customer, including without limitation the name of the Customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.16 Improperly Prepared or Improper Materials

When Franchisee encounters any Solid Waste or Landscape Waste materials prepared improperly by any Customer for collection, or materials not proper for collection from residential dwellings such as Hazardous Waste or medical waste, then Franchisee may leave such improperly prepared or improper material and Franchisee shall post a notice with such Customer, on a form approved by the Village, noting the problem. Franchisee shall collect all material properly prepared for collection.

6.17 Changes in Service

Each Customer shall be permitted to change the frequency, location and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year upon not more than 30 days' written notice to Franchisee prior to each successive anniversary of the Commencement Date. Franchisee shall notify each Customer of his right to make such changes in service and shall provide forms acceptable to the Village to each Customer to enable any such Customer to timely notify Franchisee of such Customer's desire to make service changes.

6.18 Discontinuation of Service

Franchisee shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

6.19 Seasonal Suspension of Service

Customers will have the right to suspend service temporarily for periods of no less than three (3) months but not exceeding six (6) months so long as the Customer provides Franchisee with no less than 30 days advanced written notice the intent to suspend collection services. Franchisee may not charge Customer for Collection Services during any seasonal suspension, on the condition that no solid waste is generated by the Customer's property during the seasonal suspension.

6.20 Audit

Franchisee shall annually prepare or have prepared, and deliver to the Village an audit of the books and records of Franchisee. An audit of the books and records of Franchisee's regional activities will satisfy the requirements of this Section.

6.21 Undocumented Employees

Franchisee shall not employ any undocumented person who does not have the legal right to work in the United States to perform the Work in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 *et seq.*

ARTICLE 7 DISPUTES AND REMEDIES

7.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Franchisee disputes or objects to any direction, instruction, determination, or decision of the Village, then Franchisee may notify the Village in writing of its dispute or objection; provided, however, that Franchisee shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Franchisee so notifies the Village within two business days after receipt of such direction, instruction, determination, or decision, Franchisee shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three business days after the Village's receipt of Franchisee's written notice of dispute or objection, a conference between the Village and Franchisee shall be held to resolve the dispute. Within three business days after the final conference, the Village shall render its final decision, in writing, to Franchisee. If Franchisee objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

7.2 Franchisee's Remedies

If the Village fails or refuses to satisfy a final demand made by Franchisee pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Franchisee, within 10 business days following receipt of such demand, then Franchisee shall be entitled to pursue such remedies, not inconsistent with the provisions of this Agreement, as it may have in law or equity.

7.3 Village's Remedies

If it should appear at any time that Franchisee has failed, refused, or delayed to perform or satisfy any requirement of this Agreement and has failed to cure such failure within two business days after written notice thereof from the Village, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

A. The Village may require Franchisee to take any action necessary to bring Franchisee into strict compliance with this Agreement.

B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A above and withhold or recover from Franchisee all the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.

C. The Village may, without terminating this Agreement, terminate Franchisee's rights under this Agreement and, for the purpose of performing the Work, evict Franchisee and take possession of all Franchisee's equipment, materials, supplies, tools, and other items relating to the Work, and either complete the Work with its own forces or contracted forces. Any and all subcontracts of Franchisee shall, upon such termination and at the Village's option exercised in writing, be deemed to be automatically assigned to the Village, but the Village shall not thereby assume any obligation for payments due under such subcontracts for any Work performed prior to such assignment.

D. The Village may terminate this Agreement.

E. The Village may recover any damages suffered by the Village.

7.4 Village's Right to Terminate or Suspend Work for Convenience

A. Termination for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by 30 days' advance written notice to Franchisee. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Franchisee shall, as and to the extent directed, stop Work under this Agreement, terminate Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled. Provided, however, that Village may not exercise the right to terminate for convenience until 36 months after the Commencement Date.

B. Terminations Deemed for Convenience. Any termination of Franchisee's rights under this Agreement for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination for the convenience of the Village under this Section.

C. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A or 8.4B above, Franchisee shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Agreement and for all costs pertaining to the Work, exclusive of overhead and profit, as Franchisee may have reasonably and necessarily incurred as the result of such termination or suspension.

7.5 Non-Enforcement by the Village.

Franchisee shall not be excused from complying with any of the terms and conditions of

this Agreement by any failure of the Village, upon any one or more occasion, to insist upon Franchisee's performance of, or to seek Franchisee's compliance with, any one or more of said terms or conditions.

ARTICLE 8 LEGAL RELATIONSHIPS AND REQUIREMENTS

8.1 Relationship of the Parties

Franchisee shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Franchisee.

8.2 Third Party Beneficiaries

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than Franchisee shall be made or be valid against the Village.

8.3 Title to Waste; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Franchisee at the time it is placed in Franchisee's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Franchisee at its sole risk and expense. Nothing in, or done pursuant to, this Agreement shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Franchisee pursuant to this Section. Franchisee shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Agreement in accordance with all applicable federal and state laws and regulations.

8.4 Compliance with Laws and Grants

Franchisee shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 *et seq.*], the Discrimination in Public Agreements Act, 775 ILCS 10/1 *et seq.* [formerly Ill. Rev. Stat. ch. 29, §§ 17 *et seq.*], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

8.5 Patriot Act Compliance

Franchisee represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Franchisee further represents and warrants to the Village that Franchisee and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Franchisee hereby agrees to defend, indemnify and hold harmless the Village, its corporate authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

8.6 Changes in Laws

Except as otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.

8.7 Governing Laws

This Agreement and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Proper venue for any dispute arising from this Agreement or the conduct of the Work shall be in the Circuit Court of Cook County, Illinois.

8.8 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption will be provided to Franchisee, if necessary. The Village will not reimburse or assist Franchisee in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Franchisee. Franchisee shall be required to reimburse the Village for any such taxes paid. Failure of Franchisee to comply with the provisions of this Section shall entitle the Village to withhold or recover from Franchisee the costs thereof.

8.9 Employee Taxes and Benefits

Franchisee shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Franchisee; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

8.10 Force Majeure

Whenever a period of time is provided for in this Agreement for either the Village or Franchisee to do or perform any act or obligation, neither party shall be liable for any delays or

inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be “beyond Franchisee’s control” if committed, omitted, or caused by Franchisee, Franchisee’s employees, officers or agents or a subsidiary, affiliate or parent of Franchisee or by any corporation or other business entity that holds a controlling interest in Franchisee, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Franchisee’s employees would not be an act “beyond Franchisee’s control”). Franchisee shall promptly notify the Village when Franchisee reasonably believes that an event constituting a “force majeure” under this Section has occurred.

8.11 Continuation of Work During Labor Dispute

For the purposes of this Agreement, a “*Labor Dispute*” shall be defined as any slow-down or cessation of work by Franchisee’s employees. In the event of a Labor Dispute which results in a slow-down or cessation of the Work, Franchisee shall not be relieved of its obligations to provide labor or for timely progress and completion of the Work. In such event, Franchisee shall be automatically deemed to be in default and to have committed a breach of this Agreement unless said work stoppage or slow-down is remedied to the Village’s satisfaction in accordance with this Section 8.11. In the event of a work stoppage due to a Labor Dispute, Franchisee shall provide replacement labor within 24 hours of the commencement of the work stoppage. In the event of a slow-down of work due to a Labor Dispute, Franchisee shall provide as much supplemental labor as may be necessary to resume normal and customary progress and deadlines on the project in accordance with the time schedules established for the Work. In the alternative, Village shall have the option to replace or supplement labor, and shall be entitled to reduce the contract sum by an amount equal to Village’s cost of replacing or supplementing labor. Village may also pursue any other remedies it may have, including, but not limited to, remedies under the performance bond. If any labor dispute necessitates legal action or legal intervention by Village, or in the event that Village otherwise takes legal action to enforce the terms of this section, Franchisee shall be responsible for Village’s attorney’s fees and court costs, without prejudice to any other remedies that Village may have.

8.12 No Collusion

Franchisee hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Franchisee has, in procuring this Agreement, colluded with any other party, then Franchisee shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village’s option, be null and void.

8.13 Confidential Information

All information supplied by the Village to Franchisee for or in connection with this Agreement or the Work shall be held confidential by Franchisee and shall not, without the prior express written consent of the Village, be used for any purpose other than performance of the Work.

8.14 Assignment

Franchisee shall not assign this Agreement or sublet it as whole, or assign any of Franchisee's rights under this Agreement, without the prior express written approval of the Village, which approval may be exercised in the sole and unfettered discretion of the Village. The Village may assign any or all of its rights or obligations under this Agreement without the prior consent of Franchisee.

8.15 Notices

Except as otherwise explicitly provided in this Agreement, all notices required or permitted to be given under this Agreement 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 set forth below or (2) on the third business day after being deposited in any main or branch United States post office for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Village Manager

Notices and communications to Franchisee shall be addressed to, and delivered at, the following address:

[INSERT CONTACT INFORMATION]

By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices to such party, but no notice of a change of address shall be effective until actually received.

8.16 Binding Effect

This Agreement shall be binding upon the Village and Franchisee and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, officials, employees, agents, and representative of such party.

8.17 Franchisee Acknowledgment

Franchisee acknowledges that: it has carefully read the terms, conditions and provisions of this Agreement and the Glencoe Municipal Code; it accepts, without reservation, the obligations imposed by said terms, conditions and provisions; it agrees to accept the validity of said terms, conditions and provisions; it agrees to abide by said terms, conditions and provisions; it agrees not to proceed, at any time, against the Village in any claim for damages challenging any term, condition or provision of this Agreement or of the Glencoe Municipal Code on the basis that the Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary or void.

8.18 Authority to Execute

Franchisee hereby warrants and represents to the Village (A) that it has the right, power,

and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth herein, (B) that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken, and (C) that neither the execution of this Agreement nor the performance of the obligations assumed by Franchisee hereunder will (i) result in a breach or default under any agreement to which Franchisee is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Franchisee is subject.

8.19 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby.

8.20 Amendments

No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and Franchisee.

8.21 Entire Agreement

This Agreement sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefore and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefore.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five original counterparts as of the day and year first written above.

(SEAL)

VILLAGE OF GLENCOE

Attest/Witness:

Village Clerk

By: _____
Village Manager

(SEAL)

[FRANCHISEE]

Attest/Witness:

By: _____

By: _____

Its: _____

Its: _____

ATTACHMENT A
SCHEDULE OF RATES AND CHARGES

Attachment A

ATTACHMENT B
AGREEMENT PRICE ADJUSTMENT NOTICE

Date: **[INSERT]**

TO: Village of Glencoe ("**Village**")
675 Village Ct.
Glencoe, Illinois 60022
Attention: Village Manager

WASTE COLLECTION FRANCHISE AGREEMENT PRICE ADJUSTMENT NOTICE

Pursuant to and in accordance with Section 2.3.E.i of that certain Franchise Agreement between the Village of Glencoe and **[INSERT FRANCHISEE NAME]** for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials ("**Franchise Agreement**"), **[INSERT FRANCHISEE NAME]** is providing the Village with the required notice of its intent to increase the rates and charges that constitute the Agreement Price, as defined in the Franchise Agreement, by the following percentages and amounts, effective **[INSERT DATE]**:

None of the percentage increases proposed in this Notice exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha, L, IN, WI Area issued by the United States Department of Labor between January 15, **[INSERT YEAR]** and January 15, **[INSERT YEAR]** which was equal to: **[INSERT]**

[INSERT FRANCHISEE NAME]

By: _____
Its: _____

ATTACHMENT C

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **[INSERT NAME OF FRANCHISEE]**, as Principal, hereinafter called Franchisee, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Glencoe, 675 Village Ct. Glencoe, Illinois, 60022, as Obligee, hereinafter called the Village, in the full and just sum of **[Figures] (\$)**, for the payment of which sum of money well and truly to be made, Franchisee and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Franchisee has entered into a written agreement dated **[INSERT DATE]**, with the Village entitled **FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE AND LANDSCAPE WASTE MATERIALS** (the "**Agreement**"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Franchisee shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Franchisee under the Agreement, including, but not limited to, Franchisee's obligations under the Agreement: (1) to provide and perform, in the manner specified in the Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all Customers and Municipal Sites, as those terms are defined in the Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or Franchisee to the other in or to the terms of said Agreement shall in any way release Franchisee and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Franchisee or of the Village's termination of Franchisee, being hereby waived by Surety.

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

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

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

Signed and sealed this _____ day of _____, 2017.

PRINCIPAL

Attest/Witness:

By: _____

Title: _____

Title: _____

SURETY

Attest/Witness:

By: _____

Title: _____

Title: _____

ATTACHMENT D

**FORM OF IRREVOCABLE LETTER
OF CREDIT**

IRREVOCABLE LETTER OF CREDIT NO. _____ AMOUNT: [\$] EXPIRATION
DATE: _____ DATE OF ISSUE: _____

[Name of Bank]

[Address]

TO: Village of Glencoe
675 Village Ct.
Glencoe, IL 60022
Attention: Village Manager

WE HEREBY AUTHORIZE YOU TO DRAW AT SIGHT on the _____ UP TO AN AGGREGATE
AMOUNT OF [FIGURES] United States Dollars (\$) for account of [INSERT
NAME OF FRANCHISEE]. ("Customer").

Drafts under this Letter of Credit shall bear upon their face the words:

"Drawn under _____ Credit
No. _____ Dated: _____"

Drafts may be for all or any portion of the amount of this Letter of Credit, and shall be in the form attached hereto as Exhibit "A" and shall be accompanied by one of the following documents executed by the Village Manager or an individual designated as acting Village Manager:

(a) A written statement on the form attached hereto as Exhibit "B" stating that, conditioned upon proper notice to the Village Manager, Letter of Credit No. _____ will expire within 35 days or less and that the Customer has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____; or

(b) A written statement on the form attached hereto as Exhibit "C" stating that all or any part of the undertakings, covenants, terms, conditions and agreements of the "Franchise Agreement Between The Village of Glencoe and [INSERT NAME OF FRANCHISEE] for the Collection and Disposal of Solid Waste and Landscape Waste," dated _____, 2017 ("**Franchise Agreement**"), have not been performed in accordance with the Franchise Agreement, including, without limitation, the following: (1) to provide and perform, in the manner specified in the Franchise Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all Customers, as those terms are defined in the Franchise Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish

the Bond and all certificates and policies of insurance specified in the Franchise Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Franchise Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Franchise Agreement; or

(c) A written statement on the form attached hereto as Exhibit "D" stating that all or any part of the actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its obligations under the Franchise Agreement have not been paid in accordance with the Franchise Agreement.

WE HEREBY AGREE with the beneficiary that:

1. Drafts drawn under and in compliance with this Letter of Credit shall be duly honored immediately upon presentation to us if presented on or before the above-stated Expiration Date or presented at our office together with the original of this Letter of Credit on or before that date. Further, one or more drafts may be presented at our office on or before the Expiration Date.

2. If, within three banking days after any draft drawn under this Letter of Credit is presented to us in conformance with the terms of this Letter of Credit, we fail to honor same, we agree to pay all attorneys' fees, court costs and other expenses incurred by the Village in enforcing the terms hereof.

3. This Letter of Credit shall expire on _____, 20____, as stated hereinabove; provided, however, that we shall send notice to the Village Manager by certified mail, return receipt requested, or hand-delivered courier at least 35 days prior to said Expiration Date, that this Letter of Credit is about to expire.

4. In no event shall this Letter of Credit or the obligations contained herein expire except upon the prior written notice required herein, it being expressly agreed that the above expiration date shall be extended as shall be required to comply with the prior written notice required herein.

5. No consent, acknowledgment, or approval of any kind from the Customer shall be necessary or required prior to honoring any draft presented in conformance with the terms of this Letter of Credit.

6. The aggregate amount of this Letter of Credit may be reduced only upon receipt by us of a document executed by the Village Manager stating that such aggregate amount shall be reduced in an amount permitted by the Village's subdivision regulations because of the satisfactory completion of all or part of the improvements required to be constructed pursuant to the Agreement dated _____, 20____ by and between the Village of Glencoe and _____.

7. This Letter of Credit is irrevocable.

This Letter of Credit shall be governed by and construed in accordance with the Uniform Customs and Practices for ISP 98 of the International Chamber of Commerce (the "Uniform Customs"). In the event of a conflict between this Letter of Credit and the Uniform Customs, this Letter of Credit shall control. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois, including, without limitation, Article 5 of the Uniform Commercial Code as in effect in the State of Illinois, and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

AS USED HEREIN, THE TERM "BANKING DAY" MEANS ANY DAY OTHER THAN A SATURDAY, SUNDAY, OR A DAY ON WHICH BANKS IN THE STATE OF ILLINOIS ARE AUTHORIZED OR REQUIRED TO BE CLOSED, AND A DAY ON WHICH PAYMENTS CAN BE EFFECTED ON THE FEDWIRE SYSTEM.

[Signature of Bank Officer]

[Signature of Bank Officer]

[Officer's Title]

[Officer's Title]

EXHIBIT "A" TO FORM OF IRREVOCABLE LETTER OF CREDIT

FORM OF DRAFT

[To Be Supplied By Issuing Bank]

EXHIBIT "B" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that Letter of Credit No. _____ dated _____, 20____ in the amount of \$_____ will expire within 35 days or less and that _____ has failed to deliver to the Village Manager evidence of a renewal of Letter of Credit No. _____.

Very truly yours,

Village Manager

EXHIBIT "C" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part all or any part of the undertakings, covenants, terms, conditions and agreements of the "Franchise Agreement Between The Village of Glencoe and [**INSERT NAME OF FRANCHISEE**] for the Collection and Disposal of Solid Waste and Landscape Waste," dated _____, 2017 ("**Franchise Agreement**"), have not been performed in accordance with the Franchise Agreement, including, without limitation, the following: (1) to provide and perform, in the manner specified in the Franchise Agreement, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste and Landscape Waste from all Customers, as those terms are defined in the Franchise Agreement; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Franchise Agreement; (4) to pay all applicable federal, state, and local taxes; (5) to do all other things required of Franchisee by the Franchise Agreement; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Franchise Agreement.

Very truly yours,

Glencoe Village Manager

EXHIBIT "D" TO FORM OF IRREVOCABLE LETTER OF CREDIT

To:
Attn:

Re: Letter of Credit No. _____

Ladies and Gentlemen:

This is to advise you that all or any part of the actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Franchisee's failure to promptly and faithfully perform its obligations under the Franchise Agreement have not been paid in accordance with the Franchise Agreement.

Very truly yours,

Glencoe Village Manager

**FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID
WASTE AND LANDSCAPE MATERIALS
APPENDIX A – MAP OF RESIDENTIAL COLLECTION ZONES**



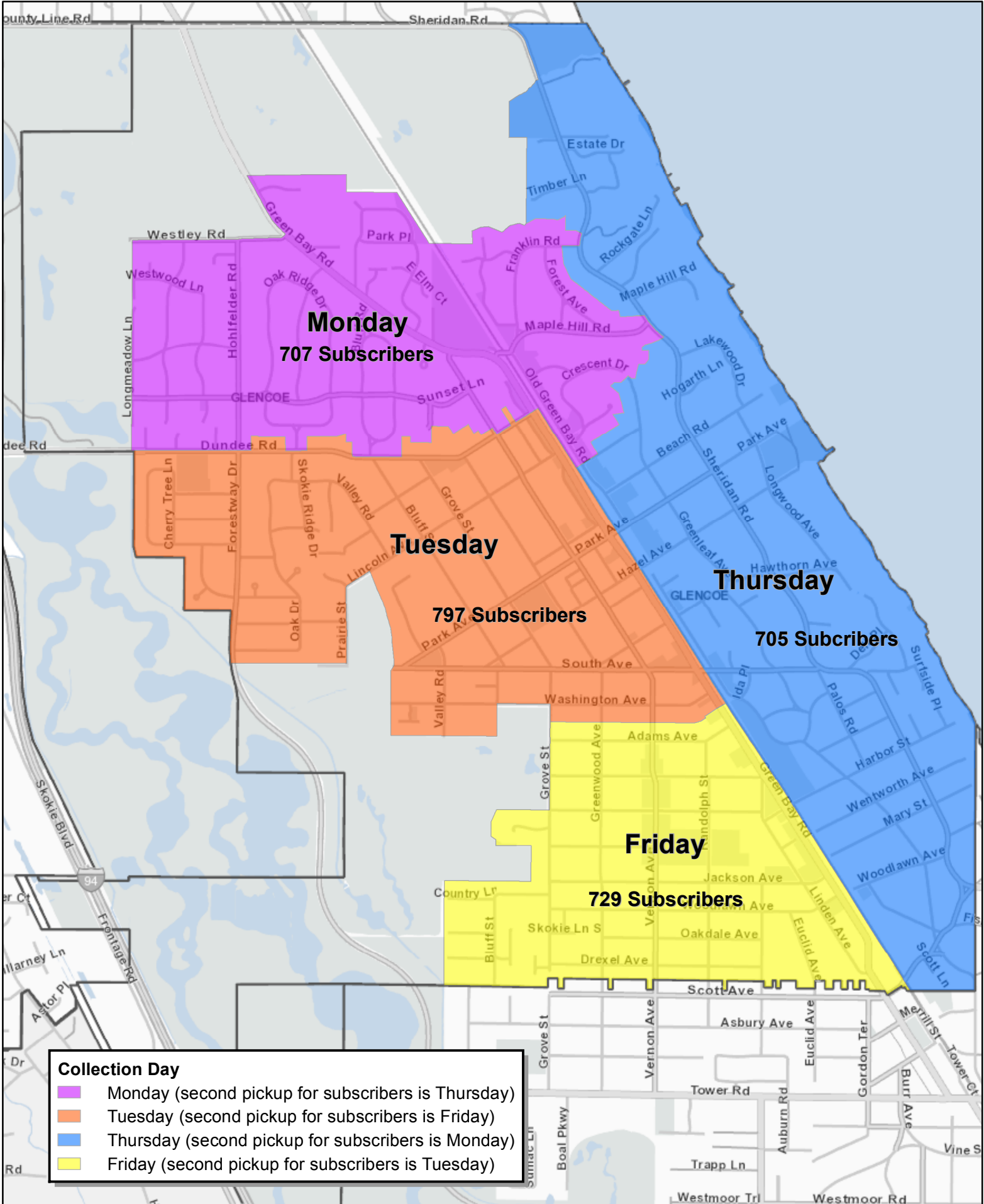
Village of Glencoe

Garbage Collection Zones



1:18,000 0 600 1,200 1,800 Feet

Date: 4/26/2017



Collection Day

- Monday (second pickup for subscribers is Thursday)
- Tuesday (second pickup for subscribers is Friday)
- Thursday (second pickup for subscribers is Monday)
- Friday (second pickup for subscribers is Tuesday)

**FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE MATERIALS
APPENDIX B – MAP OF MULTI-FAMILY COLLECTION ZONE**



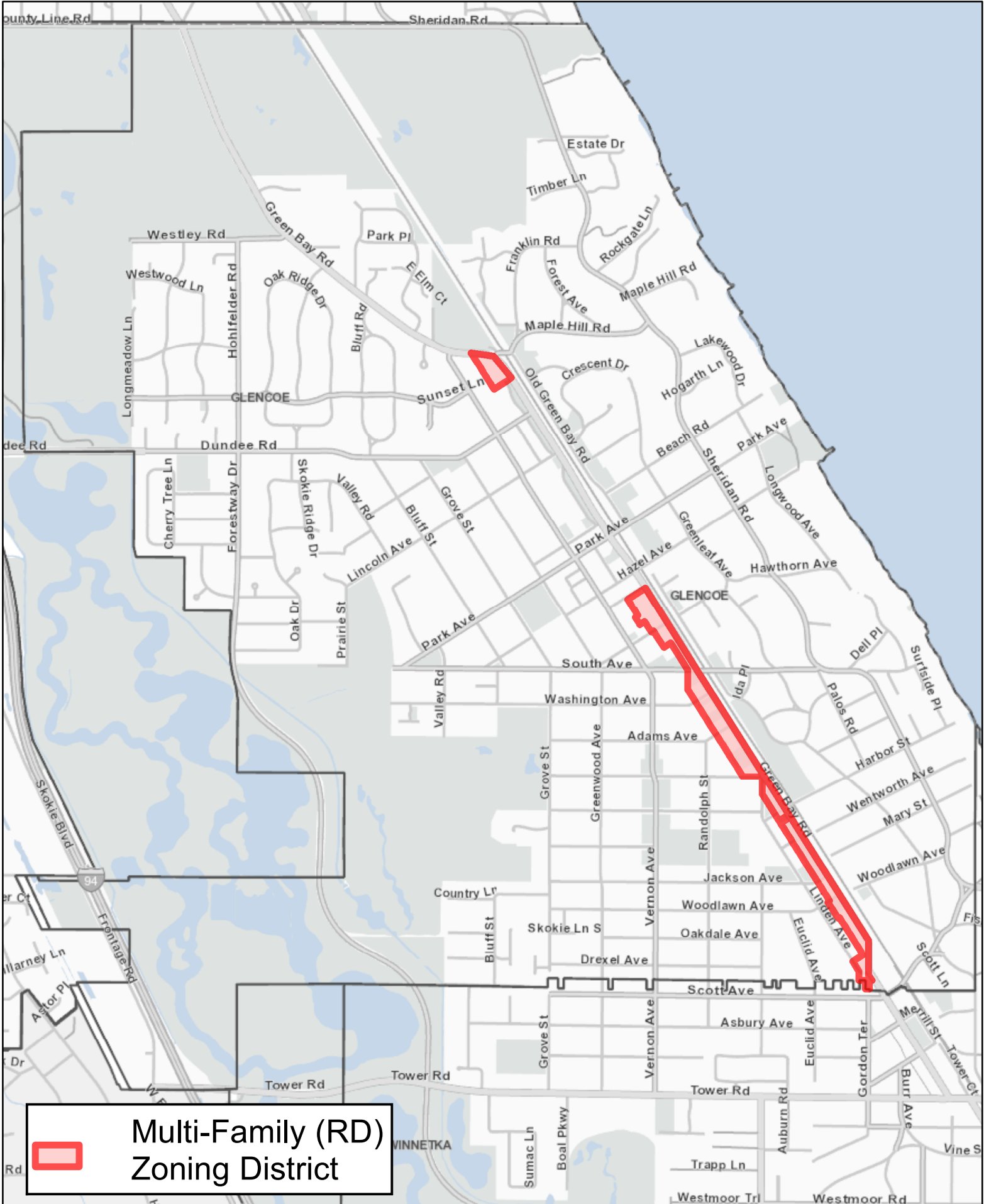
Village of Glencoe


Garbage Collection
Multi-Family Residences



1:18,000 0 600 1,200 1,800 Feet

Date: 4/26/2017



 Multi-Family (RD)
Zoning District

Address	Units
310-318 Adams Ave	3
322-324 Adams Ave	2
110 Green Bay Rd	10
410 Green Bay Rd	1
930 Green Bay Rd	6
134-160 Green Bay Rd	14
188-202 Green Bay Ave	8
556-562 Green Bay Rd	4
580 Green Bay Rd	25
600-608 Green Bay Rd	19
932-950 Green Bay Rd	10
952-958 Green Bay Rd	8
966-972 Green Bay Rd	4
314 Hawthorn Ave	4
321-323 Hawthorn Ave	2
308-312 Jackson Ave	3
309-317 Jefferson Ave	5
76-80 Linden Ave	3
97-101 Linden Ave	3
312-316 South Ave	3
315-317 Woodlawn Ave	2

**FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE MATERIALS
APPENDIX C – MAP OF MUNICIPAL SITES AND STREETSIDE / ROW
CONTAINERS**



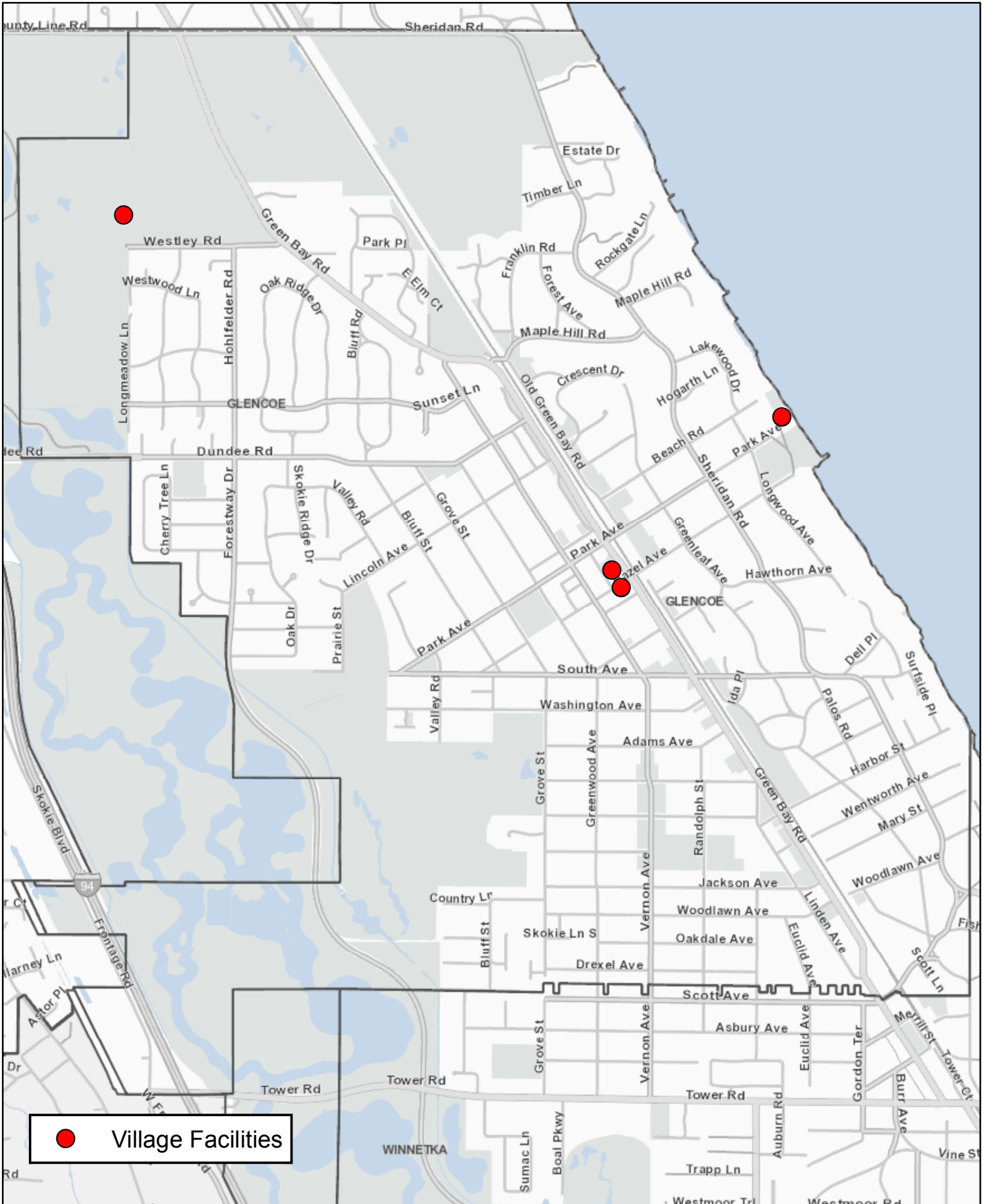
Village of Glencoe

Garbage Collection
Village Facilities



1:18,000 0 600 1,200 1,800 Feet

Date: 4/26/2017



● Village Facilities

Village Facilities

Facility	Address	Collection Location	Size Container	Count	Collection Frequency
Village Hall	675 Village Ct.	Hazel Ave. side on the lower ramp	1.5 Yard Dumpster	1	Twice a week
Water Plant	49 Park Ave.	East end of Hazel Ave. at lakefront	95 Gallon	2	Twice a week
Public Works Garage	325 Temple Ct.	Inside garage, west overhead door	1.5 Yard Dumpster	1	Twice a week
Glencoe Golf Club	621 Westley Rd.	Northside of Clubhouse off the circle driveway	1.5 Yard Dumpster	1	Twice a week



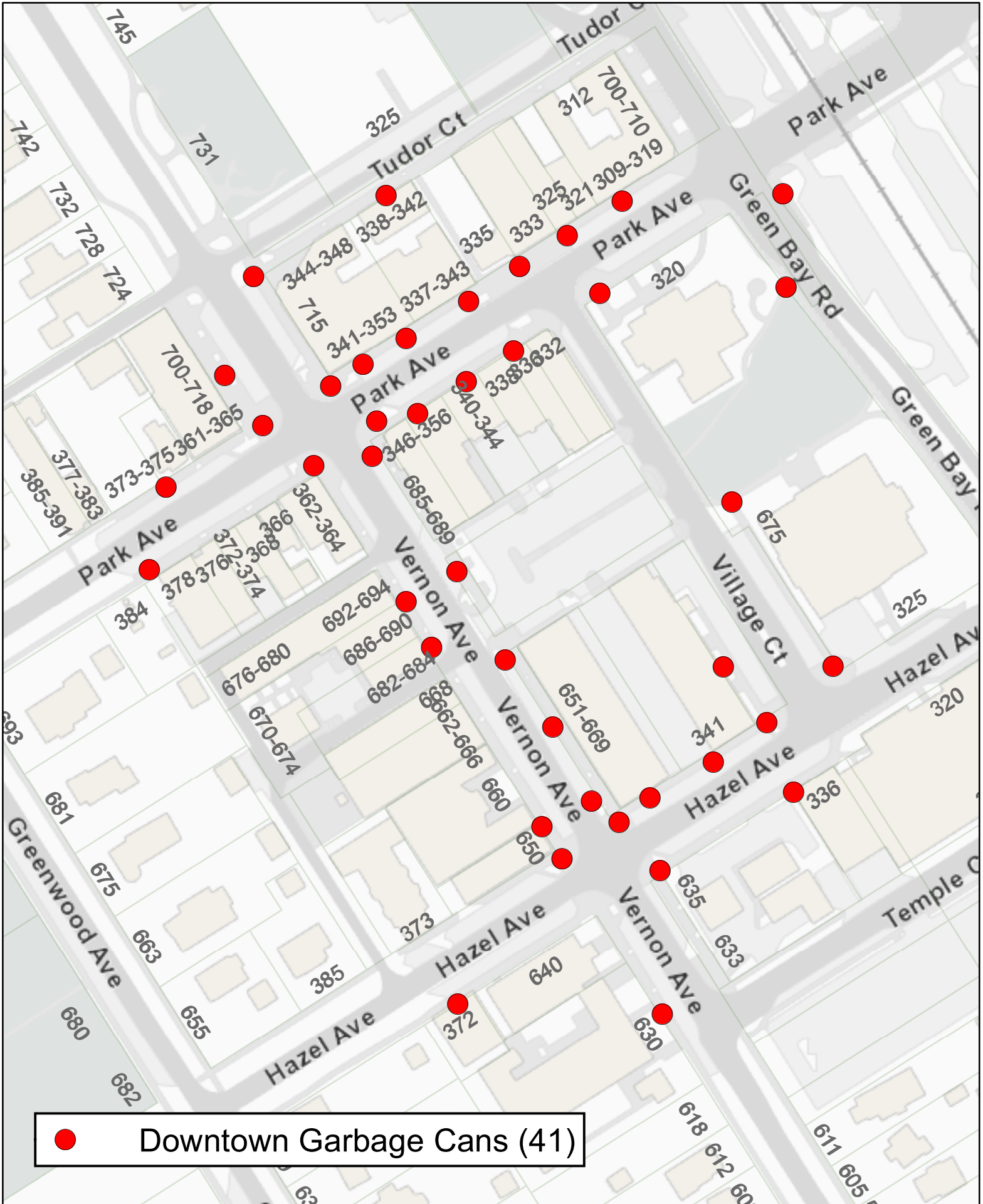
Village of Glencoe

Garbage Collection
Downtown Garbage Cans



1:1,500 0 40 80 120 Feet

Date: 4/26/2017



● Downtown Garbage Cans (41)



Village of Glencoe

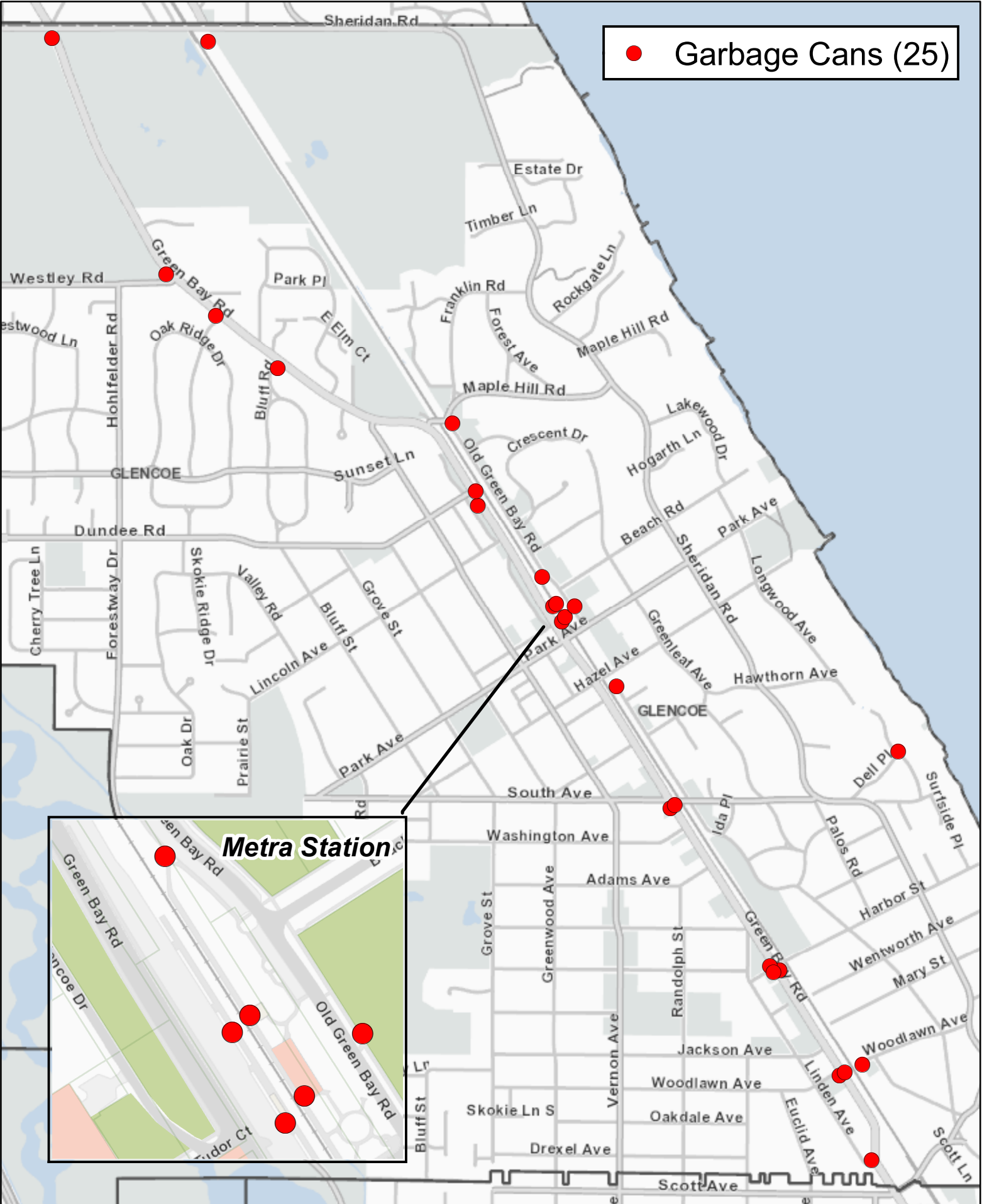
Garbage Collection
Village ROW Cans



1:15,000 0 500 1,000 1,500 Feet

Date: 4/26/2017

● Garbage Cans (25)



Village Business District and ROW Garbage Can Locations - 33 Gal. w/ Liners

Number	Street Name	Detail	Count	Location	Collection Frequency (Jan	Collection Frequency
					1- Feb 28)	(March 1 - December 31)
338	Tudor Ct.		1	Business District	Five Days per week	Seven Days per week
348	Tudor Ct.		1	Business District	Five Days per week	Seven Days per week
309	Park Ave.		1	Business District	Five Days per week	Seven Days per week
320	Park Ave.		1	Business District	Five Days per week	Seven Days per week
321	Park Ave.		1	Business District	Five Days per week	Seven Days per week
333	Park Ave.		1	Business District	Five Days per week	Seven Days per week
336	Park Ave.		1	Business District	Five Days per week	Seven Days per week
337	Park Ave.		1	Business District	Five Days per week	Seven Days per week
338	Park Ave.		1	Business District	Five Days per week	Seven Days per week
340	Park Ave.		1	Business District	Five Days per week	Seven Days per week
341	Park Ave.		1	Business District	Five Days per week	Seven Days per week
343	Park Ave.		1	Business District	Five Days per week	Seven Days per week
346	Park Ave.		2	Business District	Five Days per week	Seven Days per week
353	Park Ave.		1	Business District	Five Days per week	Seven Days per week
	Park Ave. & Vernon Ave.	SWC	1	Business District	Five Days per week	Seven Days per week
375	Park Ave.		1	Business District	Five Days per week	Seven Days per week
378	Park Ave.		1	Business District	Five Days per week	Seven Days per week
630	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
	Vernon Ave. & Hazel Ave.	SEC	1	Business District	Five Days per week	Seven Days per week
	Vernon Ave. & Hazel Ave.	NWC	1	Business District	Five Days per week	Seven Days per week
651	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
653	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
660	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
669	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
669	Vernon Ave.	Hazel Ave. Side	1	Business District	Five Days per week	Seven Days per week
	Vernon Ave. & Hazel Ave.	NEC	1	Business District	Five Days per week	Seven Days per week
684	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
	Vernon Ave.	Entrance to Village Ct. Lot	1	Business District	Five Days per week	Seven Days per week
689	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
700	Vernon Ave.		1	Business District	Five Days per week	Seven Days per week
	Vernon Ave. & Park Ave.	NWC	1	Business District	Five Days per week	Seven Days per week
336	Hazel Ave.		1	Business District	Five Days per week	Seven Days per week
341	Hazel Ave.		1	Business District	Five Days per week	Seven Days per week
	Hazel Ave. & Village Ct.	NWC	1	Business District	Five Days per week	Seven Days per week
	Hazel Ave. & Village Ct.	NEC	1	Business District	Five Days per week	Seven Days per week
372	Hazel Ave.		1	Business District	Five Days per week	Seven Days per week
	Village Ct.	East side of Grand Foods	1	Business District	Five Days per week	Seven Days per week
675	Village Ct.		1	Business District	Five Days per week	Seven Days per week
	Green Bay Road	Bus Stop NEC of Wyman Green	1	Business District	Five Days per week	Seven Days per week
	Green Bay Road & Lake Cook Road	Bus Stop	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Dundee	Bus Stop west side of Green Bay	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & South Avenue	Bus Stop west side of Green Bay	1	Village-Wide	Five Days per week	Seven Days per week
	270 Woodlawn Ave	Down walking path at Green Bay Trail	1	Village-Wide	Five Days per week	Seven Days per week
	Lake Cook Road & Railroad Tracks	Green Bay Trail	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Park Ave.	Bus Stop SEC	1	Business District	Five Days per week	Seven Days per week
	Green Bay Road & Westley Rd.	Bus Stop NWC	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Skokie Ridge Dr.	NWC	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Bluff Road	West side of road next to sidewalk	1	Village-Wide	Five Days per week	Seven Days per week
	Old Green Bay Road & Maple Hill Road	Green Bay Trail	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Dundee	Bus Stop east side of Green Bay Road	1	Village-Wide	Five Days per week	Seven Days per week
	Old Green Bay Road	North of Metra Station	1	Village-Wide	Five Days per week	Seven Days per week
724	Old Green Bay Road	Metra Station Platform	5	Village-Wide	Five Days per week	Seven Days per week
627	Old Green Bay Road	Green Bay Trail	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & South Avenue	Bus Stop east side of Green Bay	1	Village-Wide	Five Days per week	Seven Days per week
	Dell Place & Lakeside Terrace	Dell Place path to beach	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Harbor Street	Bus Stop NWC	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Harbor Street	Bus Stop SEC	1	Village-Wide	Five Days per week	Seven Days per week
	Harbor Street east of Railroad Tracks	Green Bay Trail	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Woodlawn Avenue	Bus Stop west side of Green Bay	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Woodlawn Avenue	Bus Stop east side of Green Bay	1	Village-Wide	Five Days per week	Seven Days per week
	Green Bay Road & Linden Avenue	NEC by parking lot	1	Village-Wide	Five Days per week	Seven Days per week
Total			66			

**FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF
SOLID WASTE AND LANDSCAPE WASTE MATERIALS
APPENDIX D – VILLAGE COLLECTION EQUIPMENT AND VEHICLE
MANIFEST**

<i>Equipment</i>	<i>Hours</i>	<i>Miles</i>
2004 Crane Carrier Garbage Packer – 25 cubic yard capacity	17,242	101,489
2007 Crane Carrier Garbage Packer – 25 cubic yard capacity	11,251	67,921
2010 Crane Carrier Garbage Packer – 25 cubic yard capacity	6,198	40,545
2014 Crane Carrier Garbage Packer – 25 cubic yard capacity	2715.7	15,977
2005 Cushman 4-Wheel Scooter	8,531	N/A
2006 Cushman 4-Wheel Scooter	10,137	N/A
2014 Cushman 4-Wheel Scooter	2,906	N/A
2008 Ford Ranger truck w/1.5 cubic yard capacity dump body	N/A	54,500
2010 Ford Ranger truck w/1.5 cubic yard capacity dump body	N/A	37,028
2011 Ford Ranger truck w/1.5 cubic yard capacity dump body	N/A	37,616