



April 20, 2019

Scott Brinkman, Street Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

Dear Mr. Brinkman,

On behalf of Advanced Disposal Services Solid Waste Midwest, LLC ('Advance Disposal'), I thank you for the opportunity to submit a bid for your Request for Village Wide Refuse/Recycling Container Pickup Services. The enclosed proposal from Advanced Disposal has one overriding goal—to *provide exceptional environmental integrity, superior customer service, and measurable economic value to the Village of Oak Park.*

We are strong stewards of the environment and work with our surrounding neighborhoods to become part of the community. We view our services as vital infrastructure needs that all cities and counties must be able to provide through public-private partnerships, contractual agreements, and the like. Through this bid process, we look forward to fulfilling the scope of work for the Village of Oak Park Village-Wide Refuse/Recycling Container Pickup Services.

Thank you for your consideration of Advanced Disposal's bid for refuse and recycling collection services for the Village of Oak Park. Please see the following pages that address your bid requirements and present details on Advanced Disposal's company profile and sound solutions for recycling collection programs.

Advanced Disposal is very excited about this opportunity and the possibility of entering into a long-term, working relationship with the Village of Oak Park. If you have any questions regarding our proposal, please do not hesitate to contact me at 708.774.2586.

Sincerely,

Robert F. Pfister
Municipal Marketing Manager



SECTION IV
BID FORM (Pricing)

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE REFUSE/RECYCLING CONTAINER PICK UP AND DISPOSAL AT LOCATIONS AS INSTRUCTED BY THE STAFF OF THE DEPARTMENT OF PUBLIC WORKS, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Refuse Container Collection and Disposal			
	- Once per week	84 each	\$7.27	\$31,755.36
	- Twice per week	42 each	\$10.17	\$22,221.28
	- Three times per week	119 each	\$13.08	\$80,939.04
	- Six times per week	40 each	\$20.35	\$42,328.00
Total Cost for 52 weeks				\$177,243.68
2.	Recycling Container Collection and Disposal			
	- Twice per week	21 each	\$7.83	\$8,550.36
Total Cost for 52 weeks				\$8,550.36
3.	Other Areas (95 gal. toters)			
	- twice per week (Holly Court)	2 each	\$10.17	\$1,058.68
	- twice per week (Avenue)	5 each	\$10.17	\$2,644.20
	- twice per week (Metra Station)	2 each	\$10.17	\$1,058.68
Total Cost for 52 weeks				\$4,761.56

Cost for Refuse/Recycling Container Collection and Disposal
for Special Events.

Per Hour \$175.00

John Spegal of Advanced Disposal Services Solid Waste Midwest, LLC
(Type Name of Individual Signing) (Type Name of Organization)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their

deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

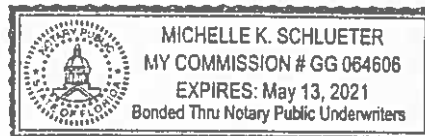
Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 2 / 7 / 2019 Advanced Disposal Services Solid Waste Midwest, LLC
Organization Name (Seal - If Corporation)

By: [Signature] 2800 Shermer Road; Northbrook IL 60062
Authorized Signature John Spegal, President Address
847-272-4145
Telephone

Subscribed and sworn to before me this 7th day of February, 2019.
Michelle K. Schluter in the State of Florida. My
Commission
Notary Public

Expires on 5 / 13 / 2021



In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

[Signature]

SECTION V
BIDDER CERTIFICATION

John Spegal

, as part of its Bid on an agreement for Village Wide Refuse/Recycling Container Pickup services for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement.



(Authorized Agent of bidder selected)

John Spegal, President

Subscribed and sworn to before me this 7th day of February, 2019.



Notary Public's Signature

- Notary Public Seal -



SECTION VI
TAX COMPLIANCE AFFIDAVIT

John Spegal, being first duly sworn, deposes and says:

that he/she is President of
(partner, officer, owner, etc.)

Advanced Disposal Services Solid Waste Midwest, LLC
(bidder selected)

The individual or entity making the foregoing Bid or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the Bid or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.


By: John Spegal
Its: President

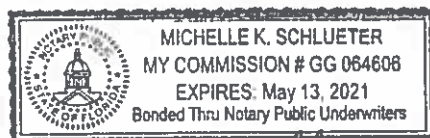
Advanced Disposal Services Solid Waste Midwest, LLC
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 7th day of February, 2019.


Notary Public's Signature

- Notary Public Seal -



SECTION VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Advanced Disposal Services Solid Waste Midwest, LLC and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President John Spegal

Secretary Jeffrey Everett

Treasurer Kevin McDonough

Registered Agent Name and Address: CT Corporation System; 301 S. Belford St. – Suite 1 Madison, WI 53703

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

B. Sole Proprietor:

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is _____, which is registered with the Cook County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The Contractor is a Partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.



Oak Park

SECTION VIII

BID BOND

WE ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC

as PRINCIPAL, and RLI INSURANCE COMPANY
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of **Ten Percent (10%)**, as specified in the invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written bid to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the bid is accepted and a agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within ten (10) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in Specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 24th day of APRIL A.D. 2019.

PRINCIPAL
ADVANCED DISPOSAL SERVICES
SOLID WASTE MIDWEST, LLC

(Company Name)

By:

(Signature & Title)

MARK NIGHBOR, VICE PRESIDENT

RLI INSURANCE COMPANY

(Company Name)

By:

(Signature & Title)

TINA FOSTER, ATTORNEY-IN-FACT

(If PRINCIPAL is a joint venture of two or more Contractors, the company names, and authorized signatures of each Contractor must be affixed)

Subscribed to and Sworn before me on the

22nd day of April, 2019.

Donna Kay LaFontaine
Notary Public



NAME OF SURETY

RLI INSURANCE COMPANY

By:

Tina Foster
Signature of Attorney-in-Fact

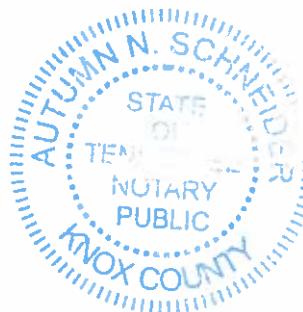
TINA FOSTER

Subscribed to and Sworn before me on the

24TH day of APRIL, 2019.

Autumn N. Schneider
Notary Public

AUTUMN N. SCHNEIDER
MY COMMISSION EXPIRES: APRIL 27, 2021



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Aimee R. Perondine, Joshua Sanford, Tina Foster, Autumn Schneider, Amanda Loveday, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of April, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 24TH day of APRIL, 2019.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



FORM CONSENT OF SURETY

The RLI INSURANCE COMPANY, organized and existing under the laws of the State of Illinois, A+ (Superior) rated by A.M. Best, Class XI, and licensed to do business in the State of Illinois, hereby certifies to, and consents and agrees with, VILLAGE OF OAK PARK, ILLINOIS that if the Contract for VILLAGE OF OAK PARK, VILLAGE WIDE REFUSE/RECYCLING CONTAINER PICKUP SERVICES BID NUMBER: 19-123, is awarded to ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC then undersigned corporation agrees with said VILLAGE OF OAK PARK, ILLINOIS to execute and provide the surety bonds as required by VILLAGE OF OAK PARK, ILLINOIS Bid Specifications, and will become a surety in the full amount set forth in the Specifications for faithful performance of all obligations of the bidder.

SIGNED, SEALED AND DATED APRIL 24, 2019.

RLI INSURANCE COMPANY

By: Tina Foster

TINA FOSTER, ATTORNEY-IN-FACT

NOTE: A Power-of-Attorney should be attached in accordance with the requirements of the Specifications, and if none specific to the consent of surety, I recommend that it be done in the same manner as the Power-of-Attorney for Bid Bond, or any Performance or Payment Bonds.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Aimee R. Perondine, Joshua Sanford, Tina Foster, Autumn Schneider, Amanda Loveday, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of April, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois } SS
County of Peoria }

CERTIFICATE

On this 2nd day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 24TH day of APRIL, 2019.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



SECTION X
COMPLIANCE AFFIDAVIT

I, John Spegal, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) President of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Proposing Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the Proposing Firm under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. Also complete the attached EEO Report or Submit an EEO-1.
9. I certify that the Contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: Advanced Disposal Services Solid Waste Midwest, LLC

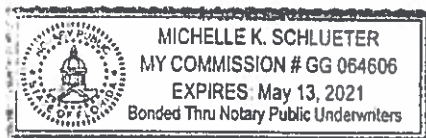
Telephone 847-272-4145 E-Mail NorthbrookIL@AdvancedDisposal.com

Subscribed to and sworn before me this 7th day of February, 2019.

Michelle K. Schluter

Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

CO= BP00851
U= BP00851

EQUAL EMPLOYMENT OPPORTUNITY
2017 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. ADVANCED DISPOSAL SERVICES
90 FORT WADE ROAD

2.a. ADVANCED DISPOSAL SERVICES
90 FORT WADE ROAD

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:078721021 EIN :900875845

PONTE VEDRA BEACH, FL 32081

PONTE VEDRA BEACH, FL 32081
ST JOHNS COUNTY
C. Y

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	18	0	0	0	0	0	1	0	0	0	0	0	20
FIRST/MID OFFICIALS & MGRS	10	11	301	19	1	2	0	0	94	7	0	0	1	0	446
PROFESSIONALS	1	2	52	3	0	0	0	0	41	4	0	1	0	0	104
TECHNICIANS	7	0	35	3	0	0	0	0	8	0	0	0	0	0	55
SALES WORKERS	0	2	115	5	0	0	0	0	84	4	0	1	0	1	212
ADMINISTRATIVE SUPPORT	10	23	102	19	0	1	1	0	460	75	1	3	0	4	699
CRAFT WORKERS	29	1	341	54	0	1	3	4	7	0	0	0	0	0	440
OPERATIVES	283	4	2241	858	2	2	19	23	67	42	0	0	2	4	3547
LABORERS & HELPERS	58	1	242	178	0	2	0	6	7	2	0	2	0	0	498
SERVICE WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
TOTAL	399	44	3448	1139	3	8	23	35	769	134	1	7	3	9	6022
PREVIOUS REPORT TOTAL	320	41	3146	1062	4	8	14	20	682	135	0	5	4	10	5451

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 11/12/2017 THRU 11/18/2017
SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: STEVE HALLORAN
EEO-1 REPORT CONTACT PERSON: STEVE HALLORAN
EMAIL: STEVE.HALLORAN@ADVANCEDDISPOSAL.COM

TITLE: VICE PRESIDENT CORPORATE HR
TITLE: VP OF HUMAN RESOURCES
TELEPHONE NO: (904) 301-4442

CERTIFIED DATE[EST]: 04/20/2018 02:54 PM

SECTION XI
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Advanced Disposal Services Solid Waste Midwest, LLC

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

6,047	Number of full-time employees
44	Number of part-time employees

4. Similar information will be requested of all subcontractors working on this agreement. Forms will be furnished to the lowest responsible Contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: 

John Spegal, President

Date: 2/6/19

Deviations and Clarifications

1. Collection of the recycling containers may be combined with refuse at Advanced Disposal's discretion due to the extreme amount of contamination present in the recycling containers.

2. The following annual increase language shall be added to the contract:

On each twelve month anniversary date of the Agreement, the rates charged by Contractor shall be increased on the basis of 100% of the percentage increase in the Consumer Price Index – Water, Sewer, Trash category for the immediately preceding twelve month period, as reported by the U.S. Department of Labor, Bureau of Labor Statistics. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties shall agree to substitute the CPI with another equally authoritative measure of change in the purchasing power of the U.S. dollar so as to carry out the intent of this provision. The minimum annual increase be 2.5% and the maximum increase shall be 5%.

3. The following Change in Law language shall be added to the contract:

The rates charged by Contractor shall be increased from time to time to compensate Contractor for any increases in the Contractor's costs of providing the services whether: (a) due to any increases in transportation, disposal or processing costs as a result of any changes in location or amounts charged to Contractor from the final disposal or processing facility accepting such materials; (b) as a result of a any amendment to, or promulgation of any federal, state, city, or local statute, regulation, or ordinance after the date of this Agreement that directly impacts Contractor's operations as it relates to the Services; (c) due to any new or additional federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; or (d) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation, processing or disposal of Residential Waste, Landscape Waste or Recyclable Materials by Contractor.

4. The following Force Majeure language shall be added to the contract:

In the event that Contractor is rendered unable, in whole or in part, to perform its obligations due to an event of Force Majeure, it shall notify the City of such event and the obligations of the Contractor shall be suspended during the continuation of any inability so caused by such event of Force Majeure. Contractor shall not be liable or considered in default, for failure to perform its obligations if such failure to perform is due to an event of Force Majeure. For purposes of the agreement the term "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, if such act, event, or condition is beyond Contractor's reasonable control.

5. The condition that the Village may terminate for convenience on 14 days' notice shall be removed.

6. Advanced Disposal wishes to clarify that our indemnification obligations shall be limited to the extent of our negligence or willful misconduct"

deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 2 / 7 / 2019

Advanced Disposal Services Solid Waste Midwest, LLC

Organization Name (Seal - If Corporation)

By:

2800 Shermer Road; Northbrook IL 60062

Authorized Signature John Spegal, President Address

847-272-4145

Telephone

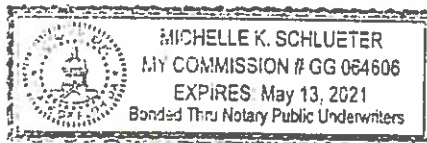
Subscribed and sworn to before me this 7th day of February, 2019.

Michelle K. Schluter

in the State of Florida. My

Commission
Notary Public

Expires on 5 / 13 / 2021



In compliance with the above, the undersigned offers and agrees, if his/her Bid is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Advanced Disposal Alternative Proposals

Advance Disposal is pleased to offer the Village of Oak Park the following Alternative Proposals.

1. This Alternative proposal incorporates reduced rates in exchange for a longer initial term of the contract. The attached pricing is being offered in exchange for an initial term of three years with an additional two (2) 1-year extension options upon mutual consent of both parties.

Advanced Disposal Services Alternate Proposal

SECTION IV **BID FORM (Pricing)**

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE REFUSE/RECYCLING CONTAINER PICK UP AND DISPOSAL AT LOCATIONS AS INSTRUCTED BY THE STAFF OF THE DEPARTMENT OF PUBLIC WORKS, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Refuse Container Collection and Disposal			
	- Once per week	84 each	\$6.50	\$28,392.00
	- Twice per week	42 each	\$9.10	\$19,874.40
	- Three times per week	119 each	\$11.70	\$72,399.60
	- Six times per week	40 each	\$18.21	\$37,876.80
Total Cost for 52 weeks				\$158,542.80
2.	Recycling Container Collection and Disposal			
	- Twice per week	21 each	\$7.01	\$7,654.92
Total Cost for 52 weeks				\$7,654.92
3.	Other Areas (95 gal. toters)			
	- twice per week (Holly Court)	2 each	\$9.10	\$946.40
	- twice per week (Avenue)	5 each	\$9.10	\$2,366.00
	- twice per week (Metra Station)	2 each	\$9.10	\$946.40
Total Cost for 52 weeks				\$4,258.80

Cost for Refuse/Recycling Container Collection and Disposal
for Special Events.

Per Hour \$175.00

John Spegal, of Advanced Disposal Services Solid Waste Midwest, LLC
(Type Name of Individual Signing) (Type Name of Organization)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their

Deviations and Clarifications

1. Collection of the recycling containers may be combined with refuse at Advanced Disposal's discretion due to the extreme amount of contamination present in the recycling containers.

2. The following annual increase language shall be added to the contract:

On each twelve month anniversary date of the Agreement, the rates charged by Contractor shall be increased on the basis of 100% of the percentage increase in the Consumer Price Index – Water, Sewer, Trash category for the immediately preceding twelve month period, as reported by the U.S. Department of Labor, Bureau of Labor Statistics. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties shall agree to substitute the CPI with another equally authoritative measure of change in the purchasing power of the U.S. dollar so as to carry out the intent of this provision. The minimum annual increase be 2.5% and the maximum increase shall be 5%.

3. The following Change in Law language shall be added to the contract:

The rates charged by Contractor shall be increased from time to time to compensate Contractor for any increases in the Contractor's costs of providing the services whether: (a) due to any increases in transportation, disposal or processing costs as a result of any changes in location or amounts charged to Contractor from the final disposal or processing facility accepting such materials; (b) as a result of a any amendment to, or promulgation of any federal, state, city, or local statute, regulation, or ordinance after the date of this Agreement that directly impacts Contractor's operations as it relates to the Services; (c) due to any new or additional federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; or (d) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation, processing or disposal of Residential Waste, Landscape Waste or Recyclable Materials by Contractor.

4. The following Force Majeure language shall be added to the contract:

In the event that Contractor is rendered unable, in whole or in part, to perform its obligations due to an event of Force Majeure, it shall notify the City of such event and the obligations of the Contractor shall be suspended during the continuation of any inability so caused by such event of Force Majeure. Contractor shall not be liable or considered in default, for failure to perform its obligations if such failure to perform is due to an event of Force Majeure. For purposes of the agreement the term "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, if such act, event, or condition is beyond Contractor's reasonable control.

5. The condition that the Village may terminate for convenience on 14 day's notice shall be removed.

6. Advanced Disposal wishes to clarify that our indemnification obligations shall be limited to the extent of our negligence or willful misconduct"

2. This Alternative proposal incorporates a reduced rate through 12/31/19 in order to assist the Village in phasing in the increased cost of running this collection program. The initial term of the contract would be 3 years, seven months, beginning June 1, 2019, with an additional two (2) 1-year extension options upon mutual consent of both parties. With this Alternate Proposal 2, Advanced Disposal will continue the current program with a 20% increase to the current rates for the remainder of 2019. The below prices would go into effect on 1/1/20. The annual increases would be as outlined below. The attached pricing is being offered in exchange for a longer initial term of three years seven months with an additional two (2) 1-year extension options upon mutual consent of both parties.

Advanced Disposal Services Alternate Proposal

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John Spegal of Advanced Disposal Services Solid Waste Midwest, LLC
(Type Name of Individual Signing) (Type Name of Organization)

being first duly sworn on oath deposes and says that the bidder on the above Bid is organized as indicated below and that all statements herein made on behalf of such bidder and that their

deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Bid from the Agreement Specifications and has checked the same in detail before submitting this Bid; that the statements contained herein are true and correct.

Signature of bidder authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of bidder shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: 2 / 7 / 2019

Advanced Disposal Services Solid Waste Midwest, LLC

Organization Name (Seal - If Corporation)

By:



2800 Shermer Road; Northbrook IL 60062

Authorized Signature John Spegal, President Address

847-272-4145

Telephone

Subscribed and sworn to before me this 7th day of February, 2019.

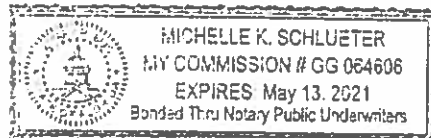
Michelle K. Schluter

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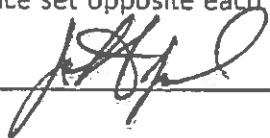
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Notary Public

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