
SECTION I
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

**Village of Oak Park, Municipal Trash, Recycling Food Scrap/Yard Waste,
Household Hazardous Waste and Electronics Collection**

**Proposal Number: 21-110
Issuance Date: July 7, 2021**

The Village of Oak Park ("Village") will receive proposals from qualified contractors to perform the collection of Municipal Trash, Recycling, Food Scrap/Yard Waste, Household Hazardous Waste and Electronics and other collection services ("Services") pursuant to this Request for Proposals. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until **2:00 p.m. on Thursday, August 5, 2021**. Proposals will be reviewed, and the results of the review will be presented to the Village Board of Trustees.

Specifications and proposal forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

There will be a mandatory Pre-Proposal meeting held virtually on **July 20, 2021 at 10:00 a.m.** To attend the Pre-Proposal meeting or for questions on the Request for Proposals contact Cameron Hendricks, Environmental Services Manager, at 708-358-5700 or by email to chendricks@oak-park.us. Attendance will be limited to two people per contractor.

The Village Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. There will be no formal 'Proposal opening' for the contract. Electronic signatures will be accepted on all documents.

Do not detach any portion of this document. Upon a formal award to the successful proposer, a written agreement will be executed for the Services in substantially the form attached.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The Proposal shall be submitted in a sealed envelope marked **"PROPOSAL: 21-110 Municipal Trash, Recycling, Food Scrap/Yard Waste, Household Hazardous Waste and Electronics Collection**, " shall bear the return address of the proposer, and shall be addressed as follows:

TO: Cameron Hendricks, Environmental Services Manager
Public Works Department
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302

SECTION II

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposal:

All proposals must be delivered to the Village's Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed Proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten thousand dollars (\$10,000.00). The attached form (Section VIII) may be used or the contractor may provide cash or a certified check in the amount specified. Proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and provided the Contract bond in an amount noted below.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the proposal, furnish a contract bond in the amount of Five Hundred Thousand Dollars and no/100 (\$500,000.00). The bond shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed.

Contract Term

The services to be provided shall begin on April 1, 2022 and terminate on March 31, 2027 at 11:59 p.m. unless earlier terminated in accordance with this agreement attached hereto. The selected contractor shall enter into an agreement in substantially the form attached hereto.

Contract Renewal

The Village and the selected contractor shall have the option to extend the attached agreement for a period of one to three years by mutual agreement memorialized in writing at least 90 days prior to its expiration on March 31, 2027. Any extension hereunder shall rigidly adhere to the agreement, as it exists on the date of the notice to extend, including, but not limited to, the annual cost adjustment formula herein.

Notice to Proceed

The selected contractor shall begin work within fourteen (14) days from the Village's Notice to Proceed from the Village's Public Works Director. All work shall be completed in accordance with the detailed specifications set forth herein.

Recertification

If the Village renews the agreement for an additional one to three-year term, the selected contractor shall provide the Village with a renewed certification in the form in Section VI indicating that it continues to be eligible to contract with units of local government. If the selected contractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a proposal or entering into the applicable agreement.

Taxes not Applicable

The Village as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax. Proposers should exclude these taxes from their prices.

Withdrawal of Proposals:

A contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of ninety (90) calendar days after the advertised closing time for the receipt of Proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the Proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the selected contractor to fulfill the requirements of its proposal and this Request for Proposals. If requested, the selected contractor should be prepared to present evidence to the Village of its ability to perform the agreement and its possession of the necessary facilities and financial resources to comply with the terms of this Request for Proposals and the agreement. In addition, the selected contractor shall furnish the Village with any information the Village may request and shall be prepared to show completed work of a similar nature to that included in its Proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a contractor who has failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site(s), conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The Proposer will strictly comply with all Village ordinances and the Village Code, the laws of the State of Illinois and federal law.

Governing Law

All agreements entered into by the Village are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village shall be assigned or any part sub-agreement without the written consent of the Village or as noted in the Contractor's Proposal. In no case shall such consent relieve the selected contractor from its obligations or change the terms of the agreement entered into between the Village and the selected contractor.

Questions/Interpretation of Agreement Documents:

Any contractor with a question about this Request for Proposals may request an interpretation thereof from the Village. If the Village changes this Request for Proposals, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will email a copy of the addendum to all prospective contractors who attended the Pre-Proposal meeting. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be a contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with its proposal submission.

Minority Business and Women Business Enterprise Requirements

In an effort to reaffirm its policy of non-discrimination, the Village encourages the efforts of contractors to take affirmative action in providing for equal employment opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to the ability to perform the job or protected veteran's status.

Licenses

The selected contractor shall be responsible for becoming a licensed contractor in the Village.

Agreement

The selected contractor shall enter into an agreement with the Village to provide the services set forth in this Request for Proposals in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the contractor and returned, together with the Contract Bond within ten (10) calendar days after the Agreement has been mailed to the selected contractor. The selected contractor shall execute three copies of the agreement. One fully executed copy will be returned to the selected contractor. See Section XIII for the agreement.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village, or to collect any unpaid amount from the Village, each party bears the responsibility of paying its own attorneys' fees and costs.

Village of Oak Park Logo or Likeness Use

The official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the proposer to disqualification or termination of the contract.

Proposal Outline

Contractors are requested to cover the basic services related to municipal trash, recycling, landscape waste, food scrap/yard waste and household hazardous waste and electronics collection as described in Section IV ("Detailed Specifications") in their proposal. The Village reserves the right during the term of the applicable agreement to request additional services in addition to those specified in the Proposal Form attached hereto with payment for those additional services to be mutually agreed upon between the Village and the selected contractor.

Proposals shall include the following information:

1. A brief description of the contractor's capabilities, strengths and relevant experience for delivering solid waste collection services similar in character to the Village's program.
2. List other contracts awarded to the contractors most comparable to the work described in the scope of services. Please provide a contact name, address, telephone number, and email address.
3. A detailed overview of how the contractor will provide the requested services. Any objections to the terms of the Agreement or the scope of services being requested in the Request for Proposal, along with an explanation of any deviations.
4. Provide an overview of how the contractor will effectively transition from the Village's existing contractor service to the contractor's service. (i.e., the timing needed prior to the new service, cart change out, documentation of the cart inventory, etc.)
5. Provide an overview of how the contractor will meet the Village's customer service expectations (i.e., missed pickups, damage/missing carts, change in service type, etc.).
6. As noted in Section IV.4.F, Processing of Recyclable Material, the contractor will be required to provide to the Village evidence that all recyclable materials have been processed domestically (within the United States) and provide annual updates on the marketing of those materials. The proposal should include an overview of how the contractor will meet this requirement.
7. Provide an overview of the equipment to be used in providing the services as referenced in Section IV.11 of this Request for Proposals ("Vehicles and Equipment").
8. Completion of all forms as required in this Request for Proposals.

9. Acknowledgement of receipt of any addenda to the Request for Proposals.
10. Provide three (3) hard copies of the contractor's proposal and one electronic pdf.

The Village reserves the right to reject any or all proposals received. The successful contractor must demonstrate that it possesses the skills, judgment, experience, equipment, availability of appropriate manpower, and track record of providing excellent service. The Village may appoint an internal review committee to select an appropriate contractor to perform the services set forth herein. The Village reserves the right to interview and negotiate with any and all contractors who submit a proposal.

Addenda

In the event of addenda being issued, only firms attending the pre-proposal meeting will be notified. Any addenda will be emailed and also be posted on the Village's website. It is the contractor's responsibility to ensure a response to any addenda is included in the submitted proposal.

SECTION III

GENERAL SPECIFICATIONS

Scope of Work

The Village is seeking Proposals from qualified contractors to provide Municipal Trash, Recycling, Landscape Waste and Food Scrap/Yard Waste and Household Hazardous Waste and Electronics Collection ("Services") as set forth in this Request for Proposals.

Oak Park, Illinois (population 52,000) is a thriving community located immediately west of the City of Chicago and known for its architectural heritage and diverse population. Within its 4.5 square miles live one of the region's most diverse mixes of cultures, races, ethnicities, professions, lifestyles, religions, ages and incomes. Oak Park boasts excellent schools, world-class architecture, shopping, dining and an extensive public transportation network. The Village prides itself on being at the forefront of environmental sustainability.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, including debris hauling, and shall obtain and pay for any required permits.

Alterations, Omissions and Extra Work

The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Method of Payment

The Village will pay monthly for all Services. Undisputed invoices will be paid within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4.

The Village may make monthly payment by using a credit card. The contractor should be aware of this option.

Proposer's Representative

The selected contractor shall have at all times a competent foreman or superintendent available that shall have full authority to act for the selected contractor, and to receive and execute orders from the Village Manager or the Village Manager's designee. Any instructions given to such superintendent or person executing work for the contractor shall be binding on the contractor as though given to the contractor personally. The contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractor shall employ competent laborers and shall replace, at the request of the Village's Public Works Director any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from a work crew if the above behavior is exhibited.

Time of Work

Village Code (16-1-4. P.) states that no work shall take place between the hours of 6:00 p.m. and 7:00 a.m. Violations of this code could result in issuance of a ticket. However, the selected contractor may be asked to perform work at any hour of the day or night including during weekends and holidays for emergency services. The selected contractor is expected to respond promptly to calls for service. The scope and scale of the emergency will dictate the timing of the emergency response.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This Request for Proposals and the agreement entered into by the selected contractor and the Village shall be interpreted in accordance with the laws of the State of Illinois. Each party shall bear its own costs, including attorney's fees regarding any dispute. Any purported agreement between the parties that states terms contrary to this paragraph will be deemed per se invalid.

The Village does not agree to mandatory arbitration of any dispute.

Reporting Requirements

All proposal forms must be completed in their entirety, notarized and included as part of the Proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village will result in disqualification of a contractor's Proposal.

Village Code Reference

For reference, solid waste storage and collection is regulated by Village Code Chapter 20: Public Health, Article 7: Garbage, Weeds and Littering. See Village website for a copy.

Municipal Solid Waste Collection Program Statistics

Provided for reference is Exhibit F, the Village of Oak Park's Municipal Solid Waste Collection Program Statistics for the years 2018-2020. Note a couple of abbreviations: RDP is the "Regional Disposal Project" which is the term for the Village's Disposal Site and AYD is the current Household Hazardous Waste and Electronics collection program titled "At Your Door".

SECTION IV **DETAILED SPECIFICATIONS**

For purposes of this Request for Proposals and the agreement to be entered into by the selected contractor and the Village, the following definitions shall apply:

Definitions

Agreement: Agreement means the Independent Contractor Agreement in substantially the form attached hereto.

Bulk Items: Bulk Items means any item of municipal Trash, as defined herein, which is not able to be adequately reduced to fit into a 96-gallon or 64-gallon municipal trash container, such as discarded furniture, fixtures, rolls of carpeting, and small amounts of construction or demolition debris. Bulk Items shall not include Hazardous Waste, Excluded Materials or White Goods.

Customer: Customer(s) means occupants of residential units and institutional locations.

Disposal Site: Disposal Site means the facility or facilities designated by the Village to receive Municipal Trash collected pursuant to this Agreement.

Electronics: Electronics materials include items that are banned from Illinois landfills in accordance with State Law. 415 ILCS 15/1 et seq., (Electronic Products Recycling & Reuse Act) establishes a statewide system for recycling and/or reusing the items listed below discarded from residences by requiring electronic manufacturers to participate in the management of discarded and unwanted electronic products.

Note: Effective January 1, 2012 all of the covered electronic devices listed here are banned from landfills: televisions; monitors; printers; computers (laptop, notebook, netbook, tablet, desktop); electronic keyboards; facsimile machines; videocassette recorders; portable digital music players; digital video disc players; video game consoles; small scale servers; scanners; electronic mice; digital converter boxes; cable receivers; satellite receivers; and digital video disc recorders. Eligible electronic devices include: cell phones; portable digital assistant (PDA); computer cable; zip drives.

Excluded Materials: Excluded Materials means any of the following: "special waste as defined in 415 ILCS 5/3.475; "Hazardous Waste;" or any waste or material that is prohibited from being received, managed or disposed of at the intended Disposal Site (defined above). Household Hazardous Waste and Electronics are not Excluded Materials.

Fall Leaf Collection: Fall leaf collection means the collection and removal of leaves raked into the street during the fall for a period of six (6) to eight (8) weeks.

Hazardous Waste: Hazardous waste, as defined by Section 3.220 of the Illinois Environmental Protection Act, 415 ILCS 5/3.220, means waste or a combination of wastes which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause

or significantly contribute to an increase in mortality or an increase in serious, irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed or which has been identified, by characteristics or listing, as being hazardous or having such impacts pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976 (P.L. 94-580), pursuant to Pollution Control Board, Federal Regulations or other applicable laws, ordinances or regulations. Potentially infectious medical waste is not hazardous waste, except for those potentially infectious medical wastes identified by characteristics of listing as hazardous under Section 3001 of the Resource Conservation and Recovery Act of 1976 P.L. 5801, or pursuant to Board regulations.

Institutional Locations: Institutional locations are those facilities located in Oak Park that are owned by a governmental body or a not-for-profit institution as set forth in Exhibit D, attached hereto and incorporated herein by reference, and as amended from time to time.

Landscape Waste: Landscape waste as defined in Section 3.270 of the Illinois Environmental Protection Act, 415 ILCS 5/3.270, includes 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 which are generated on the premises of a residential unit. In addition, similar materials approved for handling at permitted landscape waste facilities including Christmas trees placed out for collection in accordance with Section IV.5 below, and greenery which is purchased, rather than grown shall be treated as landscape waste.

Municipal Trash: Municipal trash means all waste, as defined by Section 3.290 of the Illinois Environmental Protection Act, 415 ILCS 5/3.290, discarded or abandoned materials including, without limitation, garbage, rubbish, Bulk Items and small amounts of building materials and construction or demolition debris, or other similar waste. Municipal Trash shall not include Hazardous waste, Special Waste, Excluded Materials, Recyclable Materials, White Goods or Landscape Waste.

Food Scrap/Yard Waste: Food Scrap/Yard Waste includes Landscape Waste, food scraps, food-soiled paper items and compostable bags which are generated on the premises of a residential unit or institutional location which are source-separated by the residential unit or institutional location and collected for processing at a commercial composting facility. Food scrap also includes all food intended for human consumption including meats, breads, grains, cereal, vegetables, non- liquid dairy, pasta, coffee grounds, fruits, spices and tea bags. Food Scraps/Yard Waste may also be referred to as organics, organic waste or composting in this Request for Proposals.

Recyclable Material: Recyclable material means those materials identified in Exhibit A to the Agreement between the Village and the selected contractor as “acceptable recyclables”, or as may be specified by the Village and the contractor upon mutual agreement at a future date during the term of this Agreement, which are to be collected for recycling or reuse.

Residential Unit: Residential unit means a single-family residential structure, or a multi-family structure containing two (2) to five (5) dwelling units located within the corporate limits of the Village.

Village: Village means the Village of Oak Park, an Illinois home rule municipal corporation.

White Goods: White goods, as defined by Section 5.22.28 of the Illinois Environmental Protection Act, 415 ILCS 5/22.28, includes all ranges, refrigerators, water heaters, freezers, air conditioners, humidifiers, other similar domestic and commercial large appliances and other items required by law to be treated or processed prior to disposal.

1. General

A. Detailed Scope of Services

In accordance with this Request for Proposals and the Agreement, the Village intends to contract with the selected contractor to perform the following Services:

1. To collect and transport (but not to transfer or dispose of) Municipal Trash;
2. To collect, transport, process and market all source-separated Recyclable materials when such waste and other materials are set out for collection. See Exhibit A for non-exclusive list;
3. To collect, transport and dispose (including processing or treatment prior to disposal as required by law) of white goods;
4. To collect, transport, treat and/or dispose of Landscape Waste and Food Scrap/Yard Waste;
5. To collect leaves in accordance with the Fall Leaf Program; and
6. To collect, transport and dispose of Household Hazardous Waste and Electronic items, as required by law. See Exhibit B for a non-exclusive list.

The selected contractor shall furnish all labor, materials and equipment necessary and incidental to rendering the above services.

B. Title and Disposal

Title to all municipal trash, recyclable material, landscape waste, food scraps/yard waste, household hazardous waste and electronic items and white goods set out for collection shall reside with the Village. The Village will maintain title to all such waste and material after collection and during transportation by the contractor.

The services do not include the transfer or disposal of municipal trash collected and transported by the selected contractor pursuant to the Agreement. The Village shall separately arrange for the transfer and/or disposal of all Municipal Trash.

When the contractor delivers the Municipal Trash, Recyclable Material, Food Scraps, Yard Waste, Household Hazardous Waste, Electronics, or White Goods to a processing, disposal or other site (collectively "Disposal Site") on behalf of the Village, title shall pass to the operator of that Disposal Site.

If a Disposal Site other than the Disposal Site used for Municipal Trash charges for receiving properly source-separated and characterized Recyclable Materials, Food Scraps, Yard Waste, Household Hazardous Waste, Electronics, or White Goods, the contractor shall pay those

charges. If the disposal site pays for the material, the contractor is entitled to keep the proceeds.

C. Term

The services to be provided by the selected contractor shall begin on April 1, 2022 and terminate on March 31, 2027 at 11:59 p.m. unless earlier terminated in accordance with the Agreement attached hereto.

D. Renewal

The Village shall have the option to extend the Agreement for a period of one to three years by mutual agreement memorialized in writing at least 90 days prior to its expiration on March 31, 2027. Any extension hereunder shall rigidly adhere to the Agreement, as it exists on the date of the notice to extend, including, but not limited to, the annual cost adjustment formula.

E. Cooperation between the Parties

The Parties, throughout the term of the Agreement, shall continue to explore and assist each other in the development of the collection and other cost efficiencies, reuse, recycling, fall leaf pick-up, and food scrap, organic waste management opportunities, and accomplishment of the solid waste planning goals and objectives of the Village.

F. Compliance with Applicable Laws

1. The contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.
2. The selected contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body but only to the extent caused by or arising out of or in connection with the contractor's, or its subcontractors', negligent performance of, or failure to perform, the Services required pursuant to this Request for Proposals and the Agreement to be entered into between the selected contractor and the Village

or any part thereof; provided, however, that the Disposal Site used for Municipal Trash shall not be considered contractor's subcontractor.

G. Taxes, Licenses, Permits, and Certificates

1. The contractor shall pay all sales, use, property, income, and other taxes that may be lawfully assessed against the contractor in connection with the contractor's facilities and the performance of the Agreement.
2. The Village is exempt from paying Federal Excise Tax, State and Local Retailers' Occupation Tax, State and Local Service Occupation Tax, Use Tax, and Service Use Tax.
3. At its sole cost and expense, the contractor shall secure all necessary permits, licenses, and certificates of authority required to perform the services which are the subject of the Agreement, and shall comply with all requirements of such permits, licenses, and certificates of authority.
4. The contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Agreement.

H. CERCLA Indemnification

1. In the event the selected contractor delivers household hazardous waste collected pursuant to Exhibit B or Municipal Trash to a disposal site other than a facility designated by the Village, then the selected contractor shall indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended from time to time, and all other similar environmental federal, state or local statutes, regulations or ordinances that apply for any release or threatened release of the Municipal Trash or household hazardous waste.
2. Notwithstanding the foregoing, the selected contractor's indemnification obligations under the above section shall not apply if the selected contractor delivers Municipal Trash to the transfer station specified in Section IV.2.H or to another Disposal Site designated by the Village.

I. Contractor's Accident Prevention and Notification

1. The selected contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the

installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

2. The selected contractor shall always exercise precaution to protect the safety of persons and property.
3. The selected contractor shall immediately notify the Village of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.

J. Damage to Property

1. The selected contractor shall take all reasonably necessary precautions to protect public and private property during the performance of the Agreement.
2. The selected contractor shall promptly repair or replace any private or public property, including, but not limited to sod and mailboxes, which are damaged by the selected contractor's negligence, at no charge to the property owner; provided, however, that the selected contractor will not be responsible for damage to the Village's driving surfaces resulting from the weight of the selected contractor's vehicles or equipment, unless the damages are the result of the selected contractor's negligence or of the selected contractor's vehicles exceeding the legal road weights.
3. If the selected contractor fails to repair or replace property damaged by the selected contractor's negligence within ten (10) days of receipt of written notice from the Village, the Village may repair or replace such damaged property and deduct its costs from the monthly invoice.

K. Village Authorized Representative

The Village's Village Manager or the Managers designee shall be deemed the Village's authorized representative for purposes of the Agreement, unless applicable law requires action by the corporate authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The contractor is entitled to rely on the full power and authority of the person executing the Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the contractor with written notice of such change which notice shall be sent in accordance with the Agreement.

L. Contractor's Authorized Representative

The selected contractor shall provide the Village with the name and contact information of the person designated as its authorized representative who shall have the power and authority

to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the contractor and with the effect of binding the contractor. The Village is entitled to rely on the full power and authority of the person executing the Agreement on behalf of the contractor as having been properly and legally given by the contractor. The contractor shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with the Agreement.

2. Municipal Trash Collection

A. Collection and Transportation

The selected contractor shall collect and transport weekly all acceptable Municipal Trash set out in collection containers by a customer. The contractor shall transport all Municipal Trash to the transfer station designated in Section IV.H below.

B. Collection Containers

Customers shall set all Municipal Trash out for collection per Section IV.8 in a 96-gallon container (aka carts), 64-gallon container, with wheels, or other water-tight general waste container approved by the Village. The contractor is not responsible for the collection of loose materials unless a special pick-up is ordered as detailed below.

The selected contractor will provide 96-gallon or 64-gallon water-tight Municipal Trash carts/containers, with lids and wheels, to each residential unit. Carts shall be clean, in good condition, and designed to be animal/rodent and wind proof. Additionally, the numeric portion of the address shall be provided on the lid of the container in a permanent manner.

Each residential unit will receive at least one container of the size specified. If the residential unit has more than one container the contractor will provide the same number of containers as in place at the time of the beginning of the Agreement (refer to Section IV.G.2 Municipal Trash and Recycling Collection Costs for current cart inventory).

The contractor shall provide replacement containers, at the customer's request as old containers wear out, are damaged, stolen or at the reasonable request of the Village. The contractor shall provide customers with Village approved Municipal Trash containers and replacement containers without any additional charge to the residents or to the Village.

Containers shall be in accordance with Village specifications set forth in this Agreement and, unless otherwise directed by the Village, shall be substantially similar to the current 96-gallon or 64-gallon mobile carts currently utilized in the Village program. The color will be approved by the Village.

The contractor shall collect additional Municipal Trash, placed in 30-gallon bags or Village-approved rigid containers, that are in excess of the base service in accordance with the provisions of the Agreement when each such bag/container bears a Municipal Trash sticker.

C. Refuse Cart Collection Location

Customers shall place their containers in the alley or, if there is no alley, at the street curb, unless the customer selects and pays for Back Door Collection.

D. Back Door Collection

Back Door Collection service refers to residents that are unable to bring refuse containers to the designated refuse collection area. Waste Drivers must retrieve refuse carts from private property. The service will be available for Municipal Trash, Recyclable Materials, Landscape Waste and Food Scrap/Yard Waste materials. Residents may request Back Door Collection by directly contacting the contractor and agree to the Back Door Collection fee as provided in Section V Proposal Form. This charge will be in addition to the regular rate set forth in Section IV.2.G below. Back Door service customers shall be billed by the selected contractor for this service. Back Door service will be provided at the exterior ground level only.

E. Collection Hours

Collection shall occur between the hours of 7:00 a.m. and 6:00 p.m. unless these hours are extended and approved in writing by the Village for special circumstances or emergencies.

F. Uncollectible Items

Customers shall not place any Hazardous Waste, Excluded Materials or any other materials for collection that do not comply with the collection specifications in this Request for Proposals. In such event, the contractor shall place a "SORRY NOTE" on the material as follows:

1. A self-adhesive "SORRY NOTE" is to be placed on the material stating the reason the material was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
2. The contractor shall, at its own cost, provide "SORRY NOTES."

G. Municipal Trash Collection Cost

1. **Cost:** The monthly cost of Municipal Trash collection and transportation to the Disposal Site(s) designated by the Village as set forth below in Section IV.2.H for structures containing not more than five (5) residential units shall be as provided pursuant to the contractor's proposal per the Proposal Form set forth in Section V per residential unit. This rate shall include the weekly collection and transportation of one or more 96-gallon or 64-gallon roll-out trash container per residential unit.

The selected contractor shall provide Municipal Trash collection services to Village-owned facilities free of charge. See Exhibit D, Table E, for current Village services.

2. **Residential Units:** The number of Residential Units in the Village as of the date of this Request for Proposals is 11,200. The number of Residential Units, not the number of containers at a location, will be the basis for the monthly charge for Municipal Trash, Recycling and Household Hazardous Waste and Electronics Collection. See Section IV.6.C ("Food Scrap/Yard Waste Cost") for the monthly charge for that item. Below is the current estimate of the cart inventory for the residential units:

# Carts	Total Carts	Cart Size
1	5,676	96-gallon
2	1,066	96-gallon
3	189	96-gallon
4	160	96-gallon
5	10	96-gallon
	7,101	
1	4,453	64-gallon
2	200	64-gallon
3	24	64-gallon
4	16	64-gallon
5	0	64-gallon
	4,693	
1 each	88	96 & 64
Sharing	16	64-gallon
Sharing	15	96-gallon
	119	
	11,913	

3. **Adjusting Residential Units:** The Village shall determine the number of Residential Units on April first (1st) of each year that the agreement between the selected contractor and the Village is in effect. That determination shall govern the payment per unit provisions of this Request for Proposals.
4. **Vacant Residential Units:** The Village may designate Residential Units that will be vacant for a period of sixty (60) days or more. The selected contractor shall not collect or charge for the collection services from designated vacant units.
5. **Cart Sharing:** Customers are allowed to share services (i.e. share Municipal Trash, Recycling and Food Scrap/Yard Waste carts) but there will be no

reduction in the number of Residential Units. For example, two properties sharing services will still be considered two Residential Units.

6. **Tires:** The contractor shall also provide the Village Public Works operations the disposal of tires at no charge. The Village Public Works Department typically disposes of 150-200 tires of varying sizes (car, truck, end loader tires) annually.

H. Municipal Trash Disposal

The contractor shall remove all Municipal Trash from the Village by the close of each collection day and transport it to a Disposal Site designated by the Village at the contractor's expense. The Village hereby designates the following transfer stations operated by Groot/Waste Connections as Disposal Sites:

- 1) Groot/McCook, 8475 53rd St., McCook, Illinois 60525; and,
- 2) Groot/Elk Grove, 1759 Elmhurst Road, Elk Gove Village, Illinois 60007.

The contractor and the Village shall negotiate in good faith an increase (decrease) in the rates charged for collection and transportation of Municipal Trash should the Village designate another transfer station other than the ones set forth in this section that requires an increase (decrease) in distance to be traveled by the contractor or an increase (decrease) in time.

The Disposal Sites utilized for disposal of Municipal Trash collected under this Agreement shall be considered the Village's subcontractor. The Village shall be solely responsible for directly paying any tipping fees, charges or costs imposed by the Disposal Sites designated for Municipal Trash.

I. Municipal Trash Stickers

The contractor shall supply to the Village and its vendors a sufficient quantity of printed Municipal Trash stickers for sale to customers at the rate as provided the contractor's proposal per sticker for the collection and transportation of municipal trash, bulk items and white goods. The contractor will be solely responsible for printing Municipal Trash stickers and distributing them to the Village for sale to residential units at the Oak Park Village Hall and at any participating Village vendors selected by the Village at its sole discretion.

The Village will require the contractor to honor the existing stickers to be used for a period of three (3) months after the beginning of the new contract. Stickers shall be available at the beginning of the new contract.

The contractor will bill the Village for the number of stickers distributed to each location.

3. Bulk Items, White Collections and other Services and Programs

A. Bulk Item and White Good Pick Up

1. **Bulk Item and White Good Collection:** Residential unit customers may place out for collection one bulk item or white good per week on their regularly scheduled collection day, provided that they attach two (2) Municipal Trash stickers to the bulk item or white good. However, customers may place out for collection more than one roll of carpeting, provided that they affix two (2) Municipal Trash stickers to each roll of carpeting, and that each roll of carpeting shall not be more than fifty (50) pounds in weight or longer than four (4) feet in length (folded over). Any waste greater than two bulk items per week will require the resident to solicit waste hauling services outside of the Village's waste hauling program.

B. Other Village Services

1. **Emergency Requests for Public Service:** At the request of the Village, the contractor shall provide the Services free of charge in emergencies to alleviate threats to public health, safety and welfare, including but not limited to flooding and fly-dumping (including tires). The contractor's obligation to provide collection services under this subsection shall be limited to eighty (80) hours of labor per year by contractor's employees. The contractor's obligations under this section do not include locations serviced by any other third-party waste collection company. For work performed under this provision beyond the annual eighty (80) hours of labor provided at no charge, the contractor shall charge the Village for the additional costs at a rate as provided in the contractor's proposal per person per hour. The contractor may be requested to respond to the Village's request for emergency services within a twelve (12) hour period in the event of an emergency.
2. **Special Event Services:** Upon the request of the Village, the contractor shall furnish sufficient Recycling, Food Scrap/Yard Waste and Municipal Trash collection containers, portable toilet services and handwashing stations and collect, remove and obtain final disposition of those materials in conjunction with eight (8) Village events per year. The events will be named at the discretion of the Village, each being a maximum of two days. Such containers and collection services shall be at no charge to the Village.

The Farmers Market is held weekly on Saturdays from mid-May through October. The contractor shall furnish sufficient Recycling, Food Scrap/Yard Waste and Municipal Trash collection containers, portable toilet services and handwashing stations and collect, remove and obtain final disposition of those materials. Such containers and collection services shall be at no charge to the Village.

Because the event needs vary the Village cannot provide the number of services needed. If the contractor has a maximum number of services, they are willing to provide for these events they should note so in their proposal.

3. **Alley Clean Up:** The selected contractor shall provide 500 Municipal Trash stickers and 500 Yard Waste stickers to the Village per year at no cost in support of the Village's Alley Clean-Up Program.
4. **Street Sweeper Disposal:** The contractor shall provide two (2) twenty (20) cubic yard roll-off containers for use by the Village's Public Works Department as necessary for the removal of debris generated by Village street sweepers, including sweeper brooms. The selected contractor shall provide this service on an "on-call" basis. One roll-off container shall be located at the Village Public Works Center, and one container may be used at revolving locations as needed at the rate as provided in Section V Proposal Form per "pull." The rate shall include the cost for the drop off and pickup of the container and disposal of the material.
5. **Village Requests for Private Service:** In order to protect the public health, safety and welfare, at the request of the Village, the contractor shall collect quantities of Municipal Trash, Recyclable Material, Food Scrap/Yard Waste, White Goods and Bulk Items left at the street curb or alley without proper preparation in unusual circumstances (e.g., evictions , move-outs) and shall bill the property owner for the actual cost thereof. The Village agrees to assist the contractor in identifying the applicable property owner(s) for this purpose

C. Household Hazardous Waste and Electronics Collection Program

"Household Hazardous Waste and Electronics Collection Program" is a special collection service provided to all customers to collect household hazardous waste and electronic items as set forth in Exhibit B. Customers shall be able to contact the contractor to schedule a collection at the customer's residence. Customers shall not be limited as to the number of service requests made each year.

See Exhibit E for the Village's 2020 annual report for the collection of household hazardous waste.

Contractors should indicate in their proposals how they will provide this service, whether there are any limits on the number and type of items that customers can place for each scheduled collection or any other requirements. The cost of collecting, transporting and processing materials collected pursuant to the Household Hazardous Waste and Electronics Collection Service shall be as set forth in the contractor's proposal per residential unit.

4. Recycling Program

A. Intent

The selected contractor shall maximize the collection, processing, recycling and eventual return to the market place of as many commodities as possible.

B. Collection and Transportation

The selected contractor shall weekly collect, remove, and deliver for processing all properly presented source-separated recyclable materials. The contractor is not required to remove for recycling any materials which are mixed with Municipal Trash exceeding the limits specified in Exhibit A. In such event, the contractor shall affix thereto:

1. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall be reported to the Village at the Village's request.
2. The selected contractor shall provide "SORRY NOTES" at its own cost.

C. Promotion of Recycling

The selected contractor shall cooperate with the Village in advertising and promoting the Village's recycling program.

D. Recyclable Materials

The selected contractor shall collect from each residential unit the recyclable materials set forth in Exhibit A in unlimited amounts. The contractor should confirm in its proposal the items on Exhibit A that can be collected and if not state the reasons why.

The Village and the selected contractor may add additional recyclable materials to the list of collected recyclables upon mutual agreement in writing executed by both parties.

E. Recycling Collection Containers

Customers shall place all recyclable materials in the recycling carts. Recyclable materials shall be collected in a single-stream recycling collection, such that all recyclable materials may be commingled into the blue cart or other contractor-provided container designated for such purpose.

The contractor will provide a 64-gallon blue recycling cart, with a lid and wheels, and the numeric portion of the address on the lid to each residential unit. The contractor shall provide a sticker on each cart lid which highlights items that are acceptable or not acceptable. The contractor shall provide all such containers and will deliver any additional or replacement blue recycling carts at the request of the Village. Customers can request an additional recycling

cart. There will be no additional charges for more than one recycling cart. There is an undetermined number of additional recycling carts in the system.

The contractor may request changes, modifications or alterations in the manner in which residents set out recyclable material for collection in order to accommodate changes in the collection and/or processing technologies. Any such change, modification or alteration shall be subject to the Village's written approval.

F. Processing of Recyclable Material

The contractor shall collect, separate and process all recyclable material to facilitate the sale of recyclable material to remanufacturers for post-consumer use. The contractor shall not deposit any recyclable material at a landfill or waste incinerator without the prior written approval of the Village.

By the end of each collection day, the contractor shall remove all collected recyclable materials and transport them, directly or indirectly (through a transfer station), to a recycling materials facility selected by the contractor provided, however, that the transfer station and/or recycling materials facility has been issued all permits, licenses, certificates or approvals required by applicable law.

The contractor will be required to provide to the Village evidence that all recyclable materials collected have been processed domestically (within the United States) and provide annual updates on the marketing of those materials.

G. Recycling Collection Cost

The cost of collecting, transporting and processing recyclable materials collected pursuant to the Recycling Program Service is as provided in the contractor's proposal per residential unit. The contractor may retain the proceeds from the sale of recyclable material as payment for the collection and processing of recyclable material.

The contractor shall provide Recycling collection services to Village owned facilities free of charge. See Exhibit D, Table E, for current services.

5. Landscape Waste Collection

A. Collection Period

The contractor shall collect Landscape Waste weekly from the first full week of April to the last full week of November of each year.

B. Manner of Disposal

The contractor shall collect Landscape Waste segregated from other materials and packaged by Customer as follows:

1. Within Kraft paper bags (up to thirty (30) gallons), a rigid container (up to thirty (30) gallons) and clearly marked "Landscape Waste only," or in bundles; and
2. Bundles of brush:
 - a. Not exceeding fifty (50) pounds in weight;
 - b. Not exceeding two feet (2') in diameter;
 - c. Containing individual branch lengths not exceeding four feet;
 - d. Individual branch diameters not exceeding three inches; and
 - e. Having a landscape waste sticker affixed.

C. Uncollectible Items - Sorry Notes

Any Landscape Waste placed for collection not meeting the requirements herein shall not be collected. In such event, the contractor shall affix thereto:

1. A self-adhesive "SORRY NOTE" to be placed on the material stating the reason it was not collected. The date, address and reason that the "SORRY NOTE" was issued shall, at the Village's request, be reported to the Village.
2. The contractor shall, at its own cost, provide "SORRY NOTES."

D. Landscape Waste Cost

The contractor shall supply ample printed Landscape Waste stickers for sale to residential users at the rate as provided the contractor's proposal per sticker. The contractor shall make no additional charge for the collection, removal, transport and/or final disposition of landscape waste, except for the cost of Landscape Waste stickers.

The contractor will be solely responsible for printing and distributing Landscape Waste Stickers to the Village and various satellite vendors selected by the Village to sell landscape waste stickers. The contractor shall be responsible for the collection of Landscape Waste sticker proceeds from each sale outlet.

F. Christmas Tree Collection

Christmas trees left at the Village's designated collection point during the second and third week of January shall be collected and recycled by the contractor at no cost to the residential unit or to the Village and without the need of a landscape waste sticker. The contractor shall only collect Christmas trees for the purposes of recycling if they are free of plastic bags, all decorations, including tinsel, and tree stands, and as long as the Christmas trees do not exceed eight (8) feet in height (or are cut in half by Customer so that all pieces are less than eight (8) feet in height). Trees placed out for collection after the third week of January will

require one (1) landscape waste sticker to be affixed to be collected and transported as landscape waste.

6. Food Scrap/Yard Waste Collection Program

A. Base Food Scrap/Yard Waste Collection Program and Container

The contractor shall provide a 96-gallon container, of a color approved by the Village, with lids and wheels, clearly labeled Food Scrap/Yard Waste, to each residential unit enrolled in the Village's Opt-in compost program. There are currently approximately 2,300 participants. The Food Scrap/Yard Waste Organic materials shall be collected weekly in a single-stream organic collection, such that all organic materials including Landscape Waste, food scraps and food-soiled paper may be commingled into the compost cart or other container designated for such purpose. The contractor shall provide all such containers and will deliver any additional or replacement organics carts at the request of the Village. The contractor shall provide a sticker on each cart lid which highlights items are acceptable or not acceptable.

Cart sharing is allowed under this base program. In this case two residential units will share in the cost of the service.

Each winter, Food Scrap/Yard Waste collections will be done on a bi-weekly schedule from the first full week of December through the last full week of March and the monthly cost for this service shall be reduced by half for the period of bi-weekly service.

B. Food Scrap/Yardwaste Disposal

By the end of each collection day, the contractor shall transport and dispose of all Food Scrap/Yard Waste materials at a facility (directly or indirectly through a transfer station) authorized by the State of Illinois and designed to store, treat, compost, grind or land apply the waste.

C. Food Scrap/Yard Waste Cost

The cost of collecting, transporting and processing Food Scrap/Yard Waste materials pursuant to the Food Scrap/Yard Waste Service shall be as set forth in the contractor's proposal per residential unit. On a monthly basis, the charge for the number of residential units that are enrolled in the program will be determined by the Village and the Village shall provide written notice to the contractor of this charge. The number of residential units for this service could vary monthly.

D. Village Food Scrap/Yard Waste and Drop off Locations

The contractor shall provide weekly Food Scrap/Yard Waste collection services to Village-owned facilities free of charge, including up to three (3) Food Scrap drop-off locations. The locations will be determined by the Village. Each drop off-location shall have a minimum of three 96-gallon containers. Additional drop off locations may be added at the cost per

collection as set forth in the contractor's proposal. See Exhibit D, Table E, for current Village-owned facilities

As part of the Food Scrap/Yard Waste cycle, the contractor will make available to the Village annually, at no charge, up to ten (10) semi-loads of compost. The Village will be required to provide the transportation from the contractor's compost facility. The compost that is to be provided to the Village shall be compost generated from the Village's program.

E. Alternate Food Scrap/Yard Waste Collection Program

As an alternate to the base program the Village would like to consider a twelve-month weekly "Universal" collection program. In this program all residential units would participate in the program and be billed for this service. If accepted, the Village would not utilize the current Opt-in program. The Village Food Scrap/Yard Waste Drop off Locations noted above would be included in either program.

1. Alternate Food Scrap/Yard Waste Collection and Container

The contractor shall provide a 35-gallon container, of a color approved by the Village, with a lids and wheels, clearly labeled Food Scrap/Yard Waste, to each residential unit. The Food Scrap/Yard Waste Organic materials shall be collected weekly (all year round) in a single-stream organic collection, such that all organic materials including Landscape Waste, food scraps and food-soiled paper may be commingled into the compost cart or other container designated for such purpose. The contractor shall provide all such containers and will deliver any additional or replacement organics carts at the request of the Village. The contractor shall provide a sticker on each cart lid which highlights items that are acceptable or not acceptable.

2 Alternate Food Scrap/Yard Waste Cost

The cost of collecting, transporting and processing Food Scrap/Yard Waste materials pursuant to the Food Scrap/Yard Waste Service shall be as set forth in the contractor's alternate proposal per residential unit.

7. Fall Leaf Collection Program

A. Base Fall Leaf Collection Program and Period

The contractor shall collect leaves during the fall season for a period of six (6) weeks pursuant to the Village's fall leaf collection program. The Village shall select the beginning date and duration of the program during which the contractor shall collect leaves. If collection must be prolonged due to inclement weather or timing of the leaves falling, the Village reserves the right to extend the collection program up to two (2) additional weeks, not to exceed eight (8) weeks for the entire fall leaf collection. The contractor will be paid at the cost per week for the additional weeks. The additional weekly rate will be at the rate as proposed by the contractor as set forth in the contractor's proposal.

B. Public Notice

The contractor shall publish in two (2) local Oak Park newspapers as selected by the Village or, if not available, other daily or weekly newspapers distributed in the Village, a schedule and map for each of the four collection areas designated by the Village. The contractor shall publish the schedule and map twice per each fall leaf collection season.

C. Collection Frequency

Each collection area shall receive at least one (1) collection every week during the fall leaf collection period.

D. Collection Method

All village property owners will rake leaves to the street gutter. Beginning Sunday night at approximately 10:00 p.m. the Village will push leaves into piles at the end of the block. Village crews will work Sunday, Monday, Tuesday and Wednesday nights. The next day the contractor shall collect those leaf piles for delivery to a composting facility or land application site for each separate collection. Friday will be used as a catch-up day for the contractor. The contractor shall provide all of the necessary traffic control and safety measures while performing this operation.

The contractor may wish to visit the Village's website to see an overview of the program via this link <https://www.oak-park.us/village-services/refuse-recycling> under the Fall Leaf Pick-up Program heading.

E. Equipment

The contractor shall have all the necessary equipment to maintain the scheduled leaf collection which may include "pushers," "dustbins," and packer trucks and or other equipment approved by the Village. The contractor shall provide radio units or cell phone numbers to maintain contact with Village pushing crews at all times while leaf collection services are being provided.

F. Leaf Collection Cost

The Village shall pay the contractor the rate as provided the contractor's proposal per year upon the successful completion of the contractor's collection and removal of leaf piles during the fall leaf collection program. This cost will be based on a six (6) week program. The contractor shall also provide a rate in its proposal for an additional week of this program not to exceed two additional weeks.

G. Disposal

The contractor shall dispose of all leaves collected under the leaf collection program in a manner approved by the Illinois Environmental Protection Agency pursuant to applicable law.

H. Alternate Leaf Collection Program No. 1

The contractor shall also provide a price in its proposal for an Alternate No. 1 leaf collection program. The Alternate No. 1 program shall include picking up leaves from all customers that are placed in compostable paper bags or rigid containers. The alternate program will also be a six (6) week program with a maximum of two (2) additional weeks. Leaf bags or containers will be placed at the customers regular pick-up location (ie. alley or curb). The bags or containers in Alternate No. 1 will not be required to have a Landscape Waste sticker affixed. The collection period, public notice, collection frequency and disposal shall be the same in the alternate program as in the base program.

I. Alternate No. 1 Leaf Collection Program Cost

The Village shall pay the contractor the rate as provided in the contractor's proposal per year upon the successful completion of the contractor's collection and removal of the bags of leaves during the fall leaf collection program. This cost will be based on a six (6) week program. The contractor shall also provide a rate in its proposal for an additional week of this program not to exceed two additional weeks.

J. Alternate Leaf Collection Program No. 2

The contractor shall also provide a price in its proposal for an Alternate No. 2 leaf collection program. The Alternate No. 2 program shall include picking up leaves from all customers that are placed in compostable paper bags or rigid containers. The alternate program will also be a six (6) week program with a maximum of two (2) additional weeks. Leaf bags or containers will be placed at the customers regular pick- up location (ie. alley or curb). The bags or containers in Alternate No. 2 will be required to have a Leaf Pickup sticker affixed. The collection period, public notice, collection frequency and disposal shall be the same in the alternate program as in the base program.

The contractor will be solely responsible for printing and distributing Leaf Pickup stickers to the Village and various satellite vendors selected by the Village to sell refuse and landscape waste stickers. The contractor shall be responsible for the collection of Leaf Pickup sticker proceeds from each sale outlet.

K. Alternate No. 2 Leaf Collection Program Cost

The customers shall pay the contractor the rate as provided in the contractor's proposal per Leaf Pickup sticker for the collection and removal of leaf bags or containers during the fall leaf collection program.

8. Collection Schedule and Routes

The contractor shall provide regular collection service once each week to each customer. Service shall be scheduled in various parts of the Village as set forth in Exhibit C or as otherwise approved by the Village. Municipal Trash, Recyclables, Landscape Waste, Food Scrap/Yard Waste materials shall be collected from all customers once each week on the

same day, unless noted otherwise in this Request for Proposals, and from the same collection point. White goods shall be collected and removed on an as-needed basis on the normal collection day.

Collection routes shall be established by the contractor within collection areas which shall be designated by the Village. The contractor shall submit a map designating the collection routes to the Village for its written approval, which approval shall not be unreasonably withheld. The contractor may, from time to time, submit proposed changes in routes or days of collection to the Village for the Village's written approval and said approval which shall not be unreasonably withheld. Upon the Village's written approval of any proposed changes, the contractor shall, at its sole cost and expense, promptly give written and published a notice to the affected Customers at least four (4) weeks in advance of any change.

The following days shall be considered holidays for purposes of this Agreement:

- New Years' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Should one of the above holidays fall on a regularly scheduled collection day, the contractor shall advance the weekly collection schedule and collection shall be one day late after the holiday for the remainder of that week, including regularly scheduled Friday collection, which shall then be made on a Saturday. No other change in the weekly schedule shall be allowed without the prior written approval of the Village.

9. Institutional Locations/Multi Family Locations Greater than Five Units

A. Institutional Locations

The contractor shall provide Municipal Trash, Recycling, Yard Waste and Food Scrap/Yard Waste collection from participating Institutional locations, as well as special pick-ups as necessary at the rates provided in the contractor's proposal. The customers shall pay the contractor the rates as provided in the contractor's proposal per the Municipal Trash, Recycling, Yard Waste and Food Scrap/Yard Waste pricing charts for weekly service for the number and size of carts in Section V. The contractor shall bill each Institution directly for collection service, disposal and transportation costs as set forth in its proposal. The current list of institutional locations is as shown in Exhibit D. The Village shall also have the right, from time to time, to make additions and deletions to the applicable institutional locations.

Municipal Trash from these locations shall not go to the Village's Disposal Site.

B. Multi Family Locations Greater than Five Units

The Village will allow multi-unit residential buildings of six or more units to receive Municipal Trash, Recycling, Yard Waste and Food Scrap/Yard Waste collection under this agreement the request of the building owner or manager. The customers shall pay the contractor the rates as provided in the contractor's proposal per the Municipal Trash, Recycling, Yard Waste and Food Scrap/Yard Waste pricing charts for weekly service for the number and size of carts in Section V. The contractor shall bill each multiunit residential building customer directly for collection service, disposal and transportation costs as set forth in its proposal. These locations will not include buildings with any commercial business (i.e. store fronts or offices).

By Village Code these locations are not governed by the Village program except to offer the services at the prices proposed.

Municipal Trash from these locations shall not go to the Village's Disposal Site.

The contractor is encouraged to offer household hazardous waste and electronics collection service to these locations and should note so in its proposal. The contractor should also note any other requirements for this service (i.e. contract term and other conditions).

Customers in this category may choose to select only the Food Scrap/Yard Waste service. The contractor will be required to provide only this service if requested. The contractor shall provide the option for the customer to be serviced with a 35-gallon or 96-gallon container at the price as set forth in its proposal.

10. Customer Service

A. General Customer Service Complaints

1. The contractor shall designate a customer service liaison for the Village and provide a local phone number for customer service assistance between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, except during holiday weeks when collections shall occur on Saturday, who shall be available during said time. All complaints shall receive prompt and courteous attention from the contractor. On a monthly basis, the contractor shall provide the Village with a report on all complaints it has received. The report shall include the number of calls received and a summary of specific complaints. Complaints regarding missed collections shall be investigated promptly and, if verified, the contractor shall arrange for collection within two business days of the complaint. The contractor's collection supervisor or foreman shall, on the date of collections, spend such time within the Village as shall be necessary to adequately supervise the collection operation and to give prompt attention to complaints.
2. If the contractor is unable to resolve a complaint in a satisfactory manner within 48 hours after the receipt of a complaint, notice shall be delivered to the Village's Environmental Services Manager providing the name and address of the resident, date and time of the complaint, the nature of the complaint and

the contractor's response. The Village's Environmental Services Manager or the Manager's designee shall mediate the dispute and render a final decision which shall be binding on the contractor.

3. Disputes with Customers. Where a dispute arises between a Customer and the contractor as to the manner of placement of waste, but not whether the waste is collectible, the contractor shall remove the waste, so long as it is accessible, without regard to whether the waste was improperly placed or contained. Thereafter, the contractor shall immediately report the matter to the Public Works Director, or the Directors designee, whose decision shall be final, conclusive and binding on both the Village and the contractor.

B. Standard of Service Delivery

1. The contractor shall perform all services in a neat, orderly and efficient manner and the contractor shall use due care and diligence in the performance of the services.
2. The contractor shall furnish courteous and capable personnel to perform the services set forth in this Request for Proposals. The contractor shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crew members while on duty or in the course of performing their duties. Any of the contractor's employees who use a prescription drug must comply with applicable Illinois Department of Transportation requirements and any other applicable laws.

C. Missed Collections and Container Repairs

1. The contractor shall promptly and courteously resolve all complaints of missed refuse collection and shall arrange for the collection of the missed collection within forty-eight (48) hours after notifications have been received. A daily report shall be submitted to the Contractor by the Village indicating addresses with missed collections.
2. The contractor shall promptly and courteously resolve all complaints of refuse container damage within five (5) days after having been notified of a damaged refuse container. A daily report shall be submitted to the contractor by the Village indicating the type of refuse container that is damaged the nature of the damage.

In the event that any of the contractor's personnel is deemed by the Village to be unfit or unsuitable to perform the services required by this Request for Proposals for reasons including, but not limited to reasonable suspicion of intoxication or drug use, incompetence, improper attire, or by the virtue of abusive or obnoxious behavior, the contractor shall immediately remove such person from work within the Village and replace that person with a suitable and competent person at no expense to the Village.

D. Public Information

The contractor shall be responsible for the development, printing and delivery to every Residential Unit a brochure explaining the Municipal Trash, Recycling Material, Landscape Waste, White Goods, Food Scrap/Yard Waste and Hazardous Household Waste and Electronics programs at no cost to the Village. The contractor shall issue the brochure every year or as mutually agreed between the contractor and the Village. The Village shall provide prior written approval of the brochure prior to its printing and distribution.

E. Service Quality

1. The contractor shall remove all material placed for collection which is required to be collected pursuant to this Request for Proposals. The contractor shall be responsible for removing all such material, including spillage on private or public property caused by the contractor. The contractor shall close all gates both upon entering and leaving premises and shall close all lids after emptying containers. The contractor's personnel shall not cut across the rear, front or side yards, or flower beds to adjoining premises without the permission of the owner.
2. The contractor shall not cause or contribute to litter in the process of making collections.
3. All materials collected by the contractor shall be so contained, secured or enclosed during collection and transportation so that leaking, spilling or blowing is prevented.
4. The contractor shall immediately clean up and remediate all litter, blowing debris, spills and releases of any material resulting from the contractor's operations or activity occurring prior to the delivery of the material to its intended destination.
5. The contractor shall not allow staff to provide personal notes to residents.

11. Vehicles and Equipment

- A. The contractor shall use modern, enclosed equipment, complete with a hydraulic compacting system in the collection of Municipal Trash, Recycling, Landscape Waste and Food Scrap/ Yard Waste.
- B. The Village encourages the contractor, throughout the term of this Agreement, to commit to using Compressed Natural Gas (CNG) collection trucks. Contractors should explain in their proposals how they can address the Village's goal.
- C. Equipment used in performing the services under this Agreement shall be properly licensed by the State of Illinois and conform to all applicable safety standards.

- D. The appearance and sanitary condition of collection vehicles and other heavy equipment shall be maintained in accordance with the highest standards of cleanliness. This shall include cleaning, washing, painting and disinfecting of the equipment as necessary. All equipment operated by the contractor will be in good repair at all times.
- E. The contractor shall not store, or allow to be stored, any equipment or materials on private property except in strict compliance with applicable Village Ordinances.
- F. If global positioning systems (GPS) are available on the collection vehicles, the contractor will provide GPS access to the Village to determine driver locations at no additional cost.

12. Cost Provisions

A. Costs Inclusive

The charges, fees and expenses set forth are the full and only amount due and shall include without limitation:

- 1. All applicable taxes and fees; and
- 2. The cost of permits, licenses and all other certifications and approvals required by Federal, State and local laws, regulations and ordinances.

B. Annual Cost Adjustment

On or before January 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

- 1. The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period January through December for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).
- 2. Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year. The contractor may, as part of their proposal, propose a floor increase percentage.
- 3. Any applicable adjustment shall take effect on April 1st.

C. Village Payment for Services

The Village will bill all Customers for the regular weekly collection for the services under the agreement. The Village shall pay the selected contractor for services hereunder on a monthly basis. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Payment by the Village shall in no way constitute a waiver of or relieve the contractor from any defaults or breaches regarding the services provided herein. The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for damage for which the contractor is liable hereunder or any failure of the contractor to perform any of its obligations under the agreement. The Village may apply any money withheld or due contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the contractor, but only if contractor is responsible for such costs, expenses, losses, damages, liabilities as set forth in the indemnification section of the agreement attached hereto.

The Village may make monthly payment by using a credit card. The contractor should be aware of this option.

13. Reporting

The contractor shall prepare and submit to the Village periodic reports as set forth below:

- A. A monthly report detailing the total weight of the Municipal Trash collected, the location to which it was transported; and
- B. A monthly report detailing the weight of recyclable materials collected from residential units by commodity, and the processing facility or facilities to which each recyclable material has or will be sent; and
- C. A monthly report detailing the weight of landscape waste collected and the site or sites to which it was transported; and
- D. A monthly report detailing the materials collected, number or weight of items of each material collected, unit of measurement of each collected, the total weight collected and total weight actually being recycled as part of the Household hazardous Waste and Electronics Collection program. If requested, the contractor shall provide information as to where the materials were sent for recycling or disposal.
- D. Any other data reasonably requested by the Village.

14. Financial Assurances

A. Annual Financial Report

At the request of the Village, the contractor shall furnish a year-end financial report and a sworn statement from the Chief Operating Officer of the contractor verifying the existence and veracity of the report.

B. Performance Bond

See attached Agreement.

C. Insurance

See attached Agreement.

D. Indemnification

See attached Agreement.

E. "Most Favored Nation" Status

See attached Agreement.

SECTION V
PROPOSAL FORM

Village of Oak Park, Municipal Trash, Recycling and Food Scrap/Yard Waste Collection
Proposal Number: 21-110

The undersigned Proposer agrees to all terms and conditions of the preceding specifications for Village of Oak Park Municipal Trash, Recycling and Food Scrap/Yard Waste Collection and other services and will furnish all the insurance documents and security deposits as set forth herein. The unit prices listed below represent year one of the contract only.

<u>Base Services</u>	<u>Residential Unit-Cost per Month</u>
*Municipal Trash (96 or 64-gallon container)	
Recycling (64-gallon container)	
Household Hazardous Waste and Electronics Program	
Total Cost per Residential Unit per month	
Food Scrap/Yard Waste (96-gallon container) Base Program – Opt-in	

<u>Additional Services</u>	
*Municipal Trash Sticker	Cost per Sticker
Landscape Waste Sticker	Cost per Sticker
Back Door Collection Service	Cost per Month
Emergency Requests for Public Service	Cost per Hour
Base Fall Leaf Collection Program (6-week collection)	Cost per Year
Additional week of Leaf Collection	Cost per Week
Street Sweeper Disposal	Cost per Pull

PROPOSAL FORM (Continued)

Alternate Pricing

Alternate Food Scrap/Yard Waste Collection Program	
Food Scrap/Yard Waste (35-gallon container) Universal program)	Cost per unit per month

Alternate Leaf Collection Program No. 1 Pricing	
Bagged/Rigid Container Collection Program (6-week collection)	Cost per Year
Additional week of collection	Cost per Week

Alternate Leaf Collection Program No. 2 Pricing	
Bagged/Rigid Container Collection Program (6-8 week collection)	Cost per Sticker

*Disposal cost paid for by the Village under the West Cook County Regional Disposal Project

PROPOSAL FORM (Continued)
Institutional/ Multi Family Pricing

MUNICIPAL TRASH (PROVIDE COST PER MONTH)	Service Frequency Per Week				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>96-gallon cart</u>					
<u>Additional 96-gallon cart(s)</u>					
<u>One (1) cubic yard dumpster</u>					
<u>Additional one (1) cubic yard dumpster(s)</u>					
<u>1.5 cubic yard dumpster</u>					
<u>Additional 1.5 cubic yard dumpster(s)</u>					
<u>Two (2) cubic yard dumpster</u>					
<u>Additional two (2) cubic yard dumpster(s)</u>					
<u>Four (4) cubic yard dumpster</u>					
<u>Additional four (4) cubic yard dumpster(s)</u>					
<u>Six (6) cubic yard dumpster</u>					
<u>Additional six (6) cubic yard dumpster(s)</u>					
<u>Eight (8) cubic yard dumpster</u>					
<u>Additional eight (8) cubic yard dumpster(s)</u>					
<u>Ten (10) cubic yard dumpster</u>					
<u>Additional ten (10) cubic yard dumpster</u>					

RECYCLING (PROVIDE COST PER MONTH)	Service Frequency Per Week				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>96-gallon cart</u>					
<u>Additional 96- gallon cart(s)</u>					
<u>One (1) cubic yard dumpster</u>					
<u>Additional one (1) cubic yard dumpster</u>					
<u>1.5 cubic yard dumpster</u>					
<u>Additional 1.5 cubic yard dumpster(s)</u>					
<u>Two (2) cubic yard dumpster</u>					
<u>Additional two (2) cubic yard dumpster(s)</u>					
<u>Four (4) cubic yard dumpster</u>					
<u>Additional four (4) cubic yard dumpster(s)</u>					
<u>Six (6) cubic yard dumpster</u>					
<u>Additional six (6) cubic yard dumpster(s)</u>					
<u>Eight (8) cubic yard dumpster</u>					
<u>Additional eight (8) cubic yard dumpster</u>					
<u>Ten (1 cubic yard dumpster</u>					
<u>Additional ten (10) cubic yard dumpster(s)</u>					

PROPOSAL FORM (Continued)
Institutional/Multi Family Pricing

<u>YARD WASTE (PROVIDE COST PER MONTH)</u>	<u>Service Frequency Per Week</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>96-gallon cart</u>					
<u>Additional 96-gallon cart</u>					
<u>One (1) cubic yard dumpster</u>					
<u>Additional one (1) cubic yard dumpster(s)</u>					
<u>1.5 cubic yard dumpster</u>					
<u>Additional 1.5 cubic yard dumpster</u>					
<u>Two (2) cubic yard dumpster</u>					
<u>Additional two (2) cubic yard dumpster(s)</u>					

<u>FOOD SCRAP / YARD WASTE (PROVIDE COST PER MONTH)</u>	<u>Service Frequency Per Week</u>	
	<u>1</u>	<u>2</u>
<u>96-gallon cart</u>		
<u>Additional 96-gallon cart</u>		
<u>35-gallon cart</u>		
<u>Additional 35-gallon cart</u>		
<u>One (1) cubic yard dumpster</u>		
<u>Additional one (1) cubic yard dumpster(s)</u>		

PROPOSAL FORM (Continued)

(Print/Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the Proposer on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Proposer and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their Proposal from the Agreement Specifications and has checked the same in detail before submitting this Proposal; that the statements contained herein are true and correct.

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

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

Dated: ____/____/2021

Organization Name (Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

Subscribed and sworn to before me this ____ day of _____,
2021.

in the State of _____. My

Commission
Notary Public

Expires on ____/____/____

PROPOSAL FORM (Continued)

Complete Applicable Paragraph Below

(a) **Corporation**

The Proposer is a corporation, which operates under the legal name of _____ and is organized and existing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this Proposal 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) **Partnership**

Names, Signatures, and Addresses of all Partners

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

(c) **Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is _____. If the Proposer is operating under a trade name, said trade name is _____, which name is registered with the office of _____ in the county of _____.

Signed: _____

Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her Proposal 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.

SECTION VI
PROPOSER CERTIFICATION

_____, as part of its Proposal to provide Municipal Trash, Recycling and Food Scrap/Yard Waste Collection services for the Village of Oak Park, hereby certifies that said Proposer selected is not barred from submitting a proposal to provide said services as a result of a violation to either Sections 33E-3 or 33E-4 of the Illinois Criminal Code of 2012, 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4, or inability to meet the requirements of Section 2-6-12 of the Oak Park Village Code .

(Authorized Agent of Proposer selected)

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public's Signature

- Notary Public Seal -

SECTION VII
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn, deposes and says:

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

_____.
(Proposer selected)

The individual or entity making the foregoing Proposal 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 Proposal 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: _____

Its:

(name of Proposer if the Proposer is an individual)
(name of partner if the Proposer is a partnership)
(name of officer if the Proposer is a corporation)

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

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public's Signature

- Notary Public Seal -

SECTION VIII
PROPOSAL BOND

WE _____

as PRINCIPAL, and _____
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 Thousand dollars (\$10,000.00), as specified in the invitation for Proposals. 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 Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the Proposal is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) 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 _____ day of _____ A.D. 2021.

PRINCIPAL

(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

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

PROPOSAL BOND CONTINUED

Subscribed to and Sworn before me on the

_____ day of _____, 2021.

Notary Public

NAME OF SURETY

By: _____

Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2021.

Notary Public

SECTION IX
COMPLIANCE AFFIDAVIT

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

1. I am the (title) _____ 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 Proposal based on the request and have verified the facts contained in the Proposal 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 720 ILCS 5/33E-4 related to bid rigging and bid rotating, or inability to meeting the requirements of Section 2-6-12 of the Oak Park Village Code.
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 entering into an agreement 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 Proposing Firm is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2021.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing 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 agreeing business entity.

SECTION X
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 Proposal. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

1. Contractor Name: _____
2. Check here if your firm is:
 - ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by minority persons.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by women.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by persons with a disability)
 - ☐ None of the above

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

3. What is the size of the firm's current stable work force?
_____ Number of full-time employees
_____ 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: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____
Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	Males			Females				Total Minorities
						American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2021.

(Signature)

(Date)

SECTION XI
NO PROPOSAL EXPLANATION

If your firm does not wish to propose on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a Proposal.

Proposal Name: Proposal Number 21-110, Village of Oak Park, Municipal Trash, Recycling and Food Scrap/Yard Waste Collection

Comments:

Signed: _____

Phone: _____

SECTION XII
CONTRACT BOND
(For Reference – Do Not Fill Out)

Contract Bond

_____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Five Hundred Thousand Dollars and no/100 (\$500,000.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect

CONTRACT BOND CONTINUED

whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2021.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
____ day of _____, 2021.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
____ day of _____, 2021.

Notary Public

SECTION XIII
AGREEMENT

(For Reference – Do Not Fill Out)



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the ____ day of _____, 20__, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and _____, an _____ corporation/limited liability company (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the "Work") for the _____ (hereinafter referred to as the "Project") pursuant to the Village's Request for Proposals dated _____, 20__, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Unit Price Proposal ("Contract Pricing") in year one of the Agreement. Contractor shall complete the Work in accordance with its Proposal, the Village's Request for Proposals, and this Contract, all of which together shall constitute the "Contract Documents." The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into

consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects.

Contractor shall have no claim for damages, for compensation in excess of the Contract Pricing, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

The services in this agreement shall begin on April 1, 2022 and terminate on March 31, 2027 at 11:59 p.m. unless earlier terminated in accordance with this Agreement. Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence

of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed, and completed in accordance with all required governmental permits, licenses, and other

approvals and authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Agreement.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractor's, performance of, or failure to perform, the Work required pursuant to this Agreement or any part thereof.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the

Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:
Combined Single Limit \$2,000,000.00

(D) Umbrella:

i. Limits:
Each Occurrence/Aggregate \$5,000,000.00

(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons

as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302-4272

To Contractor:

Email: villagemanager@oak-park.us

Email:

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the last date of its execution by one of the parties as set forth below.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS; SUCCESSIONS AND ASSIGNS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided. Neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of Five Hundred Thousand Dollars and no/100 (\$500,000.00) as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Proposal guarantee.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the

parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. DOCUMENTS AND BOOKS AND RECORDS

Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to Contractor all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

Contractor's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require Contractor to deliver same to the Village, at the Village's expense. Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Contractor shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully

cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. by providing any and all responsive documents to the Village.

Contractor shall have the right to include among Contractor's promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by Contractor pursuant to this Agreement (collectively "Work Products"). The Village shall provide professional credit to Contractor in the Village's development, promotional and other materials which include Contractor's Work Products.

Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Contractor. Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

25. "MOST FAVORED NATION" STATUS

After the Contractor has entered into an exclusive agreement (whether by bid or otherwise) to provide less than eleven thousand two-hundred (11,200) Residential Units with refuse collection, landscape and recycling services to any single Illinois municipality located in Cook, DuPage, Lake, Kane, or Will Counties, Illinois during the term of this Agreement, and the Village reasonably believes that said exclusive agreement satisfies all of the conditions set forth in immediately below, the Village shall notify Contractor in writing and the Contractor shall, at its sole cost and expense, deliver to the Village, a copy of any such agreement, including amendments thereto, to the Village. The Contractor shall notify the Village on an annual basis on or before January 31st of each year that this Agreement is in effect of any applicable exclusive agreements pursuant to this Section.

In the event that the Village believes that, during the term of this Agreement, Contractor has entered into an exclusive agreement with an Illinois municipality located within Cook, DuPage,

Lake, Will or Kane County to collect municipal solid waste and single-stream recyclable from less than eleven thousand two-hundred (11,200) Residential Units at a lower monthly per Residential Unit rate than the monthly rate in this Agreement, and the agreement has the same or substantially similar terms and conditions as this Agreement, analogous service scope, requirements and frequencies, substantially similar volumes of materials, comparable delivery, disposal and processing logistics and requirements, then the Village shall promptly notify Contractor of the lower pricing.

Upon receipt of the Village's notice, Contractor shall be given the opportunity to investigate the pricing in the Village's notice and within thirty (30) days of its receipt of the notice, either provide a written response to the Village explaining why Residential Units within the other municipality received a lower price or offer the Village the lower price, but only if all of the conditions described in this provision are satisfied (e.g., same or substantially similar terms and conditions as this Agreement, substantially similar volumes of materials, comparable delivery, disposal and processing logistics and requirements, etc.). If accepted, the Village and Contractor shall promptly enter into a mutually acceptable amendment reflected the updated pricing.

Notwithstanding the foregoing, the Parties agree that the above provision shall take into account the totality of the relationship between the other municipality and Contractor. For example, the Village is not entitled to receive lower monthly per Residential Unit rates paid by Residential Units within a municipality that satisfies all the conditions described immediately above if that municipality also treats Contractor's leachate or is a host community to a landfill owned by Contractor.

26. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signature(s) thereon will be considered for all purposes as an original.

27. NO COLLUSION

Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement 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 Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor 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 and subject to termination by the Village.

28. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

29. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

[full name of Contractor - capitalized]

By:
Its: Village Manager

By:
Its:

Date: _____, 20__

Date: _____, 20__

ATTEST

ATTEST

By:
Its: Village Clerk

By:
Its:

Date: _____, 20__

Date: _____, 20__



Exhibit A Single Stream Recycling

The list of items below represents acceptable recyclable materials for collection by the Contractor. The list may expand or contract due to market conditions.

ACCEPTED ITEMS

Cans and Foil

- Steel (tin) cans & bi-metal cans
- Empty aerosol cans
- Aluminum beverage & pet food cans
- Clean aluminum foil & foil containers
- Empty, clean paint cans
- Metal lids larger than 3" in diameter

Paper

- Newspapers & inserts (remove plastic bags)
- Junk mail (opened)
- Office paper (all colors, including envelopes & fax paper)
- Gift wrap paper (no foil or frocked), kraft paper & greeting cards
- Magazines, catalogs, phone books & soft cover books
- Cardboard (flattened)
- Chipboard including cereal boxes, tissue boxes, paper towel & toilet paper rolls, shoe & food boxes (flattened)
- Egg cartons
- Paper bags
- Juice boxes and milk, water, and broth cartons (clean)

Glass

- All colors of glass bottles & jars with labels and rinsed.

Plastic

- Containers, bottles & lids labeled #1, #2, #3, #4 & #5, including liter soda bottles; milk, water & juice containers; food containers; liquid detergent, fabric softener, bleach & shampoo bottles. Rinse. Caps and lids must be on the container.
- Containers (narrow neck only) labeled #7



ADDITIONAL REQUIREMENTS

Contamination

- Recycle cart may have a contamination rate of 15-20%.
- If the mixed recyclable materials do not meet the specifications for acceptable recyclables or are otherwise not properly segregated from the waste, Contractor shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the Village or Customer(s).



Exhibit B

Hazardous Household Waste and Electronics

The program requires residents to schedule hazardous waste and electronic collections online, via email or with a toll-free phone number. Information will be provided to the resident including instructions on how to package the materials and where to place them safely for collection on the scheduled date. Residents need not be home at time of collection. Once collected, materials will be sent to various processing facilities, with the emphasis placed first on recycling and treatment, then incineration and when necessary safe disposal in secure landfills. Monthly and Annual reports must be provided indicating the volume of specific materials collected. Additionally, the percentage of material recycled vs. landfilled must be part of the report.

The list of items below represents accepted Hazardous Household Waste and Electronics. This list may expand or contract due to market conditions.

Household Chemicals

Ammonia, cleaning compounds, bleach, floor stripper, drain cleaner, rust remover, carpet/upholstery cleaner, tile/shower cleaner, and more

Automotive Products

Antifreeze, motor oil, oil filters, fluids, polish, waxes, vehicle batteries, upholstery cleaners, and more

Consumer Electronics

Televisions, computers, laptops, keyboards, monitors, microwaves, DVD/CD players, CD ROM, fax machines, cell phones, VCRs, desktop printers, scanners, gaming systems, related cords, and more

Paint Products

Oil-based paint, latex paint, spray paint, artist paint, wood preservative, stain, caulk, sealer and more

Batteries

Batteries of various sizes: AA, AAA, C, D and rechargeable.

Garden Chemicals

Herbicide, insect spray/ insecticide, fertilizer, pesticide, and more



Fluorescent Light Bulbs

Compact fluorescent lamps (CFL) and straight fluorescent tubes

Thermometers and thermostats

Numerous items that contain mercury

Flammable Items

Kerosene, gasoline, solvents and more

Syringes and Lancets

Sharps, syringes, needles and lancets

Swimming Pool Chemicals

Pool acid, stabilizer, chlorine



Exhibit C

Weekly Refuse Collection Schedule

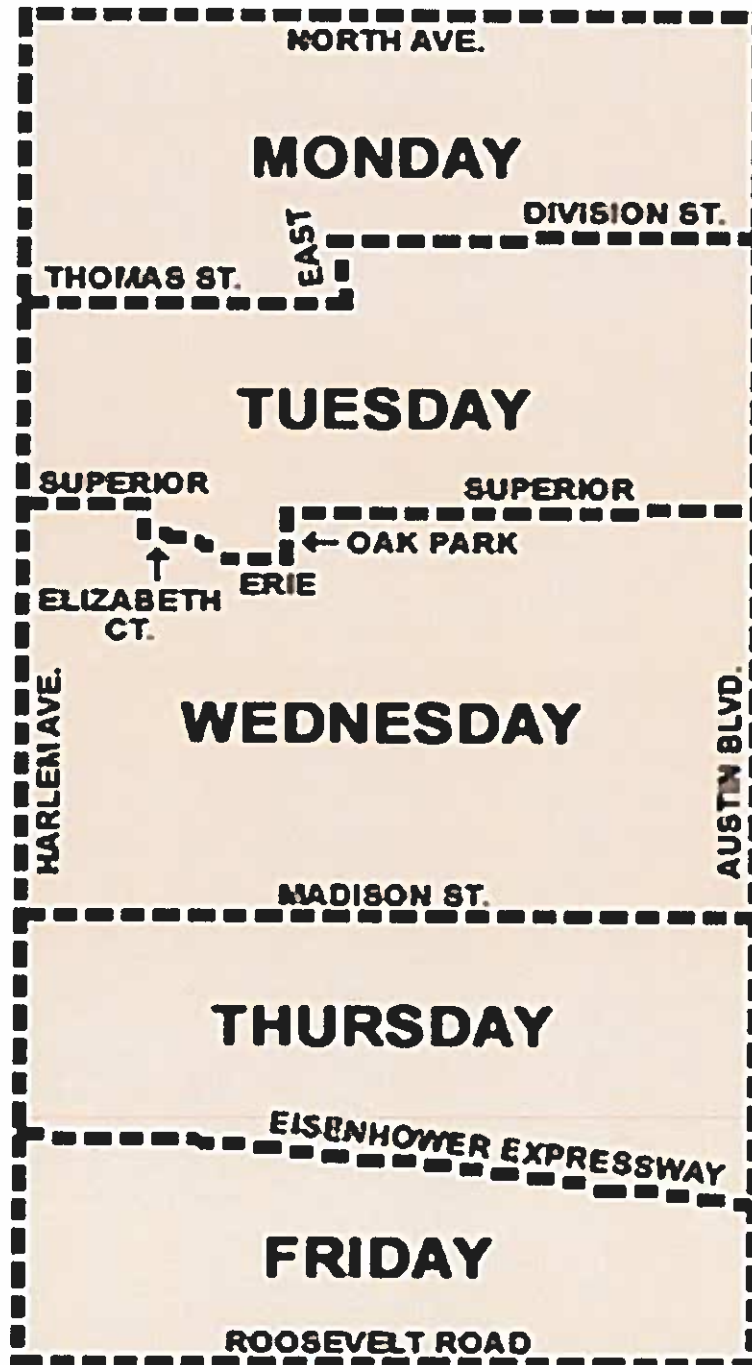




EXHIBIT D

OAK PARK INSTITUTIONAL/COMMERCIAL ACCOUNTS UNDER RESIDENTIAL CONTRACT
As of January 2021

A. SCHOOLS LOCATION / ADDRESS	REFUSE		RECYCLING		ORGANICS	
	CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
1. BEYE SCHOOL 230 N. Cuyler	1 - 2 yd	2x/week MON/FRI	1 - 2 yd	2/week MON/THU	4 - 96 gal	1x/week WED
2. BROOKS MIDDLE SCHOOL 325 S. Kenilworth	5 - 2 yd	2x/week MON/FRI	3 - 2 yd	1/week THU	2 - 2 yd	1x/week WED
3. HATCH SCHOOL 1000 N. Ridgeland	2 - 2 yd 2 Locks	1x/week FRI	2 - 2 yd	1x/week THU	1 - 2 yd	1x/week MON
4. JULIAN MIDDLE SCHOOL 420 S. Ridgeland	1 - 10yd 1 Lock	1x/week FRI	2 - 2 yd	1x/week MON	2 - 2 yd	1x/week WED
5. HOLMES SCHOOL 500 N. Kenilworth	4 - 2 yd	2x/week MON/THU	1 - 1.5 yd 6 - 96 gal	2x/week MON/THU	1 - 2 yd	1x/week TUE
6. IRVING SCHOOL 1125 S. Cuyler	3 - 2 yd	3x/week M/W/F	2 - 2 yd	1x/week THU	1 - 2 yd (1-96 for int use only)	1x/week FRI
7. LINCOLN SCHOOL 1111 S. Grove	2 - 2yd	3x/week M/W/F	2 - 2 yd 5 - 96 gal	1x/week THU	1 - 2 yd	1x/week FRI
8. LONGFELLOW SCHOOL 315 Jackson Blvd	1 - 10yd	1x/week MON	3 - 2 yd	3x/week M/W/F	2 - 96 gal	1x/week WED
9. MANN SCHOOL 921 N. Kenilworth	3 - 2 yd	1x/week THU	2 - 2 yd	1x/week THU	1 - 2 yd	1x/week TUE
10. WHITTIER SCHOOL 713 N. Harvey	1 - 10yd	2x/week MON/THU	1 - 2 yd 3 - 96 gal	1x/week THU	3 - 96 gal	1x/wk WED
11. SCHOOL DIST. 97 MAINTENANCE 541 Madison	1 - 4 yd	1/week THU	2 - 96 gal	1x/week THU		
12. SCHOOL DIST. 97 ADMIN 260 Madison	2 - 2 yd	1/week WED	1 - 2 yd	1x/week THU		

B. PARK DISTRICT		REFUSE		RECYCLING		ORGANICS	
LOCATION / ADDRESS		CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
1. OAK PARK PARK DISTRICT OFFICE 218 Madison		3 - 1.5 yd 3 - Locks	2/week MON/FRI	1 - 1.5 yd 1 - Lock	2x/week MON/THU	1 - 96 gal	1x/week WED
2. OAK PARK CONSERVATORY 615 Garfield				3 - 96 gal	1x/week FRI	1 - 2 yd	2x/week WED/FRI
3. PLEASANT HOME 217 Home		1 - 96 gal	1/week THU	2 - 96 gal	1x/week WED		
4. RIDGELAND COMMONS 415 Lake		2 - 2 yd Lock	2x/week MON/FRI	1 - 2 yd	1x/week THU		
5. CHENEY MANSION 220 N Euclid		1 - 2yd	1x/week THU	1 - 2 yd	1x/week THU	1 - 2 yd 2 - 96 gal	2x/week TUE/FRI
6. REHM PARK (CANCELLED) 503 Garfield		2 - 2 yd	1/week FRI	1 - 2 yd	1x/week THU	2 - 2 yd 2 - Lock	1x/week FRI
7. OAK PARK ANDERSON PARK 824 Hayes						1 - 1.5 yd 1 - Lock	1x/week TUE
9. OAK PARK AUSTIN GARDENS 167 Forest		1 - 96 gal	1x/week THU	1 - 96 gal	1x/week WED		

C. RELIGIOUS INSTITUTIONS LOCATION, ADDRESS	REFUSE		RECYCLING		ORGANICS	
	CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
1. ASCENSION CHURCH 808 S. East Ave	1 - 6 yd	2x/week MON/FRI	1 - 4.0 yd	1x/week THU	1 - 2 yd	1x/wk THU
2. OAK PARK HOUSE 808 S. East	1 - 1.5 yd	1x/week WED	2 - 64 gal	1x/week THU		
3. FIRST UNITED CHURCH OF OAK PA 848 Lake St	4 - 1.5 yd	2x/week MON/THU	3 - 2.0 yd	2x/week MON/THU	1 - 2 yd 1 - Lock	1x/wk WED
4. GRACE EPISCOPAL CHURCH 924 Lake	1 - 2 yd	1/week TUE	2 - 96 gal	1x/week FRI		
5. PILGRIM CHURCH 460 Lake	1 - 2 yd	1/week TUE	2 - 96 gal	1x/week THU	2 - 96 gal	1x/week WED
6. UNITED LUTHERAN CHURCH 409 Greenfield	1 - 2 yd	2/week MON/FRI				
7. GREENHOUSE MOVEMENT 171 N. Cuyler	1 - 2 yd	2/week MON/THU	2 - 64 gal	1x/week WED		
8. WEST SUBURBAN MONTESSORI SC 1039 S. East Ave	1 - 1.5 yd	1/week WED	2 - 64 gal	1x/week FRI	1 - 96 gal	1x/week WED
9. UNITY CHURCH 405 N. Euclid	1 - 96 gal	1/week TUE	1 - 96 gal	1x/week TUE		
10. UNITY TEMPLE (CANCELLED) 875 Lake St	1 - 2 yd	1/week TUE	1 - 1 yd Lock	1x/week MON	2 - 96 gal	1x/week WED
11. UNITY TEMPLE OFFICE 1019 South Blvd	1 - 64 gal	1/week THU	1 - 64 gal	1x/week MON	1 - 64 gal	1x/week TUE
11. JUDSON CHURCH 1252 N. Austin Blvd.	1 - 1.5 yd	1/week MON	1 - 96 gal	1x/week MON		
12. OAK PARK TEMPLE 1235 N. Harlem Ave	3 - 1.5 yd	2/week MON/THU	3 - 64 gal	1x/week MON	1 - 96 gal	1x/week MON
13. THE CHILDREN'S SCHOOL 200 S. Oak Park Ave	1 - 2 yd	1x/week WED	1 - 2 yd	1x/week WED		
14. ST. EDMUND CHURCH 188 S. Oak Park	1 - 1.5 yd	2x/week MON/THU	2 - 96 gal	1x/week WED	1 - 96 gal	1x/week WED
15. ST. GILES CHURCH 1030 Linden	1 - 6 yd	2/week MON/FRI	2 - 2 yd	1x/week THU	1 - 96 gal	1x/week MON
16. ST. GILES SCHOOL 1101 Columbian	2 - 2 yd	2x/week MON/FRI	1 - 2 yd	1x/week THU	2 - 96 gal	1x/week MON
17. ST. JOHN'S METHODIST CHURCH 1100 Ontario			6 - 64 gal	1x/week WED		
18. GOOD SHEPARD LUTHERAN CHURCH 611 Randolph	1 - 96 gal	1x/week WED	1 - 96 gal	1x/week WED	1 - 96 gal	1x/week WED
19. ST. CHRISTOPHER'S CHURCH 545 S. East	1 - 96 gal	1x/week WED	2 - 64 gal	1x/week THU	1 - 96 gal	1x/week THU
20. GREATER CHICAGO CHURCH 705 Jackson Blvd	1 - 2 yd	1/week WED	4 - 96 gal	1x/week THU		
21. PARKVIEW PRESBYTERIAN 641 S. Oak Park	1 - 96 gal	1x/week WED	1 - 64 gal	1x/week THU		
22. WEST CENTRAL 7TH DAY ADVENTIST 1154 Wisconsin Ave	1 - 2 yd	1x/week WED	1 - 64 gal	1x/week FRI		
23. NEW SPIRIT COMMUNITY CHURCH 542 S. Scoville	1 - 2 yd 1 - 96 gal	1/week WED	2 - 96 gal	1x/week THU		
24. ARTS CENTER OF OAK PARK 200 N Oak Park Ave	1 - 96 gal	1x/week WED				

C. RELIGIOUS INSTITUTIONS LOCATION, ADDRESS	REFUSE		RECYCLING		ORGANICS	
	CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
25. IGLESIA MISION DEL VALLE 700 S. Ridgeland	3 - 96 gal	1x/week THU	1 - 64 gal	1x/week THU		
26. FAIR OAKS PRESBYTERIAN CHURCH 744 Fair Oaks Ave	1 - 1.5 yd	1/week THU	2 - 64 gal	1x/week TUE	1 - 96 gal	1x/week WED
27. OAK PARK CHURCH OF GOD (WRIT) 1151 S. Ridgeland	2 - 96 gal	1x/week FRI	1 - 64 gal	1/week TUE		
28. EUCLID AVE UNITED METHODIST 405 S. Euclid	2 - 96 gal	1x/week WED	1 - 96 gal 2 - 64 gal	1x/week WED	1 - 96 gal	1x/week WED
29. WILLIARD MEMORIAL CHURCH 1049 S. Euclid	1 - 1.5 yd	1/week WED				
30. FIRST UNITED METHODIST CHURCH 324 N. Oak Park Ave	2 - 1.5 yd	1x/week THU	1 - 2 yd	1x/week THU		
31. BAHAI CENTER OF OAK PARK 124 Madison St	1 - 64 gal	1x/week WED	1 - 96 gal	1x/week WED		

D. MISCELLANEOUS(NON-PROFIT) LOCATION / ADDRESS	REFUSE		RECYCLING		ORGANICS	
	CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
1. THRIVE COUNSELING CENTER 120 S. Marion St	1 - 2 yd	1x/week THU	1 - 2 yd	1x/week THU		
2. OPRF NURSERY 1139 Randolph	1 - 1.5 yd	4/week M/W/T/F	2 - 96 gal	1x/week WED		
3. UNITED CEREBRAL PALSY 332 Harrison	1 - 1.5 yd	2/week MON/THU				
4. FRANK LLOYD WRIGHT 931 Chicago	1 - 1.5 yd	1/week THU	1 - 2 yd	1x/week THU		
5. OAK PARK REGIONAL HOUSING CE 1041 South Blvd.	2 - 96 gal	1x/week WED	2 - 64 gal	1x/week THU		
6. OAK PARK PUBLIC LIBRARY (MAIN) 834 Lake St Master Billing Account	3 - 2 yd	3/week M/W/F	1 - 2 yd 8 - 96 gal	2x/week MON/THU	1 - 96 gal	1x/week TUE
7. DOLE LIBRARY 255 Augusta Master Billing Account	2 - 96 gal	1/week TUE	2 - 64 gal	1x/week TUE		
8. MAZE LIBRARY 845 Gunderson Master Billing Account	1 - 96 gal 2 - 64 gal	1x/week THU	3 - 96 gal	1x/week THU		
9. OAK PARK TOWNSHIP OFFICE 105 S. Oak Park	1-1.5 yd Lock	1/week THU	2 - 96 gal	1x/week WED		
10. OAK PARK TOWNSHIP SENIOR CEN 130 S. Oak Park	1 - 2yd	2x/week MON/THU	4 - 96 gal	2x/week MON/WED	1 - 96 gal	1x/week MON
11. THE WAY BACK INN 412 Wesley	1 - 2 yard	1/week WED	2 - 64 gal	1x/week WED		
12. 733-739 GARFIELD (5) 4 unit bldgs w/ dumpster included in house count Master Billing Account	3 - 2yd	2/week MON/THU	1 - 2yd	1x/week THU		
13. 324 WISCONSIN 4 flat resi bldg with commercial contain Master Billing Account	1 - 2 yd Lock	1x/week WED				
14. 145 HARRISON ST 4 flat resi bldg with commercial container included in house count Master Billing Account	1 - 1.5 yd	1x/week WED	3 - 96 gal	1x/week THU	1 - 96 gal	1x/week WED
15. NEW MOMS 206 Chicago Ave	1 - 2yd	2x/week MON/FRI	1 - 2yd MON	1x/week MON		

E. VILLAGE LOCATIONS LOCATION / ADDRESS	REFUSE		RECYCLING		ORGANICS	
	CONTAINER	SERVICE	CONTAINER	SERVICE	CONTAINER	SERVICE
1. OAK PARK VILLAGE HALL Madison at Lombard	2 - 2 yd	3x/week M/W/F	2 - 2 yd	2x/week MON/THU		
2. OAK PARK FIRE HOUSE (MAIN) 100 N. Euclid	2 - 1.5 yd	1x/week THU	2 - 1.5 yd 6 - 96 gal	1x/week THU	1 - 96 gal	1x/week WED
3. OAK PARK FIRE HOUSE (NORTH) 212 Augusta	1 - 2 yd	1x/week THU	3 - 96 gal 1 - 64 gal	1/week TUE		
4. OAK PARK FIRE HOUSE (SOUTH) 900 S. East	1 - 2 yd	1x/week WED	1 - 96 gal	1x/week FRI		
5. OAK PARK PUBLIC WORKS 201 South Blvd	2 - 2 yd	1x/week TUE	2 - 2yd	1x/week THU	1 - 96 gal	1x/week WED
6. OAK PARK WATER SHOP 102 N. Lombard Ave.	1 - 1.5 yd	1x/week TUE	2 - 96 gal	1x/week THU		

Exhibit E

Annual Hazardous and Electronic Waste Report

Oak Park IL

From 1/1/2020 through 12/31/2020

MATERIAL	QUANTITY	UOM	POUNDS	% of Total
Chemicals		Total	12,982.36	6.44%
Acid Liquid	18	gallons	136.46	0.07%
Antifreeze	107	gallons	668.75	0.33%
Base liquid	20	gallons	111.55	0.06%
Batteries lead acid	2,950	Pounds	2,950.00	1.46%
Flammable Liquid	460	gallons	2,048.11	1.02%
Motor oil	221	gallons	1,414.40	0.70%
Oxidizer solid	10	Pounds	10.00	0.00%
Paint-oil based	623	gallons	4,027.58	2.00%
Pesticide liquid	174	gallons	856.57	0.42%
Pesticide solid	479	Pounds	479.00	0.24%
toxic liquid	47	gallons	274.95	0.14%
toxic solid	5	Pounds	5.00	0.00%
Electronics		Total	102,682.76	50.92%
Cables-computer/ptr	103	Each	103.00	0.05%
CD/VCR/DVD/tape player	577	Each	3,900.52	1.93%
Cellphone w/battery	308	Each	144.76	0.07%
Computer-laptop	529	Each	3,327.41	1.65%
CPU	366	Each	8,644.92	4.29%
CRT	131	Each	4,379.33	2.17%
FaxMachine	2	Each	32.36	0.02%
General/Misc.	3,053	Each	24,424.00	12.11%
hubnetwork	11	Each	15.95	0.01%
Keyboard	123	Each	211.56	0.10%
Microwave	105	Each	4,054.05	2.01%
Monitor-flat	212	Each	2,482.52	1.23%
Mouse	27	Each	9.18	0.00%
PowerSupply	4	Each	14.60	0.01%
Printer-desktop	546	Each	7,644.00	3.79%
Scanner	14	Each	142.10	0.07%
Speakers	161	Each	1,452.22	0.72%
Stereo	226	Each	3,471.36	1.72%
Telephone	20	Each	23.00	0.01%
TV 20 and under	92	Each	3,181.36	1.58%

Annual Report

Oak Park IL

From 1/1/2020 through 12/31/2020

MATERIAL	QUANTITY	UOM	POUNDS	% of Total
TV 21-30	150	Each	10,008.00	4.96%
TV 31 and up	60	Each	7,990.80	3.96%
TV Console	12	Each	2,038.56	1.01%
TV Flat-less than 40	70	Each	1,503.60	0.75%
TV Flat-more than 40	182	Each	9,798.88	4.86%
TV Projection	26	Each	3,684.72	1.83%
Not Classified	Total		82,502.96	40.91%
Non RCRA Liquid	892	gallons	4,834.64	2.40%
Non RCRA Solid	345	Pounds	345.00	0.17%
Paint-Latex	11,951	gallons	76,843.32	38.11%
Sharps	480	Pounds	480.00	0.24%
Universal	Total		3,484.90	1.73%
Aerosols	1,079	Each	688.40	0.34%
Batteries household	1,232	Pounds	1,232.00	0.61%
Batteries rechargeable	764	Pounds	764.00	0.38%
compact fl lamps	1,570	Each	392.50	0.19%
Fluorescent Tubes St.	3,232	Foot	404.00	0.20%
Mercury devices	4	Pounds	4.00	0.00%
Total Pounds Collected			201,652.99	
Total Pounds Sent For Recycling			189,840.16	94.14%

Notes: This report is created from data gathered at the point of collection. Liquid materials are listed as gallons. Solid items are listed as pounds, feet or each. Using standard guidelines, items collected by length, item count, and liquid gallons have been converted into a measurement of pounds. For example, 8.5 lbs. per one gallon of used oil. Weights of solids are taken from the containers. For example, a 10 lb. bag of fertilizer that is half-full would be estimated to be 5 lbs. Paint and other liquids are periodically weighed and the average weight is adjusted in the system. Electronic items are periodically weighed. The average weights used are subject to revision. Weights are not related to nor do they include the weight of outbound shipping containers. The difference between total pounds shipped for recycling and total pounds collected are materials that are not recycled. These materials may be incinerated, neutralized or sent to a landfill. Some acceptable recycling processes can generate residue that is or cannot be recycled for example, contaminants such as trash packed into paint cans.



Exhibit F

Village of Oak Park

Municipal Trash, Recycling and Food Scrap/ Yard Waste Collection Program Statistics

2018 Program Numbers

OUTPUT	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTALS
Work Orders opened	360	268	305	360	543	438	439	499	434	399	430	396	4871.00
Work Orders closed	354	318	331	341	542	438	439	499	423	419	430	396	4930.00
Missed pickup requests	77	57	58	75	160	144	94	116	125	94	141	105	1246.00
Cart Delivery/Repair	183	125	159	163	208	211	270	202	168	213	202	178	2282.00
Total compost participants	1282	1303	1332	1354	1390	1446	1476	1509	1546	1557	1565	1574	1574.00
Tons of refuse collected (RDP)	863.87	758.14	955.53	878.68	1087.21	1078.75	976.60	1022.19	862.97	950.83	856.43	900.55	11191.75
Tons of recycled materials collected	400.70	324.50	362.30	348.40	236.90	403.49	348.41	371.36	327.25	375.57	376.75	419.35	4294.98
Tons of yard waste and organics collected	104.02	30.00	42.70	108.70	145.40	541.84	201.55	180.15	180.51	151.39	130.88	41.22	1858.36
Tons of AYD materials collected	6.65	3.95	5.8	6.93	4.81	7.32	7.77	4.13	6.32	11.51	6.63	7.31	79.13
Number of AYD stops	107	88	135	140.00	111	150	166	117.00	178	306.00	204.00	188	1890.00
Tons of Leaves Collected	0	0	0	0	0	0	0	0	0	315.41	1118.83	378.89	1813.13
Refuse Stickers purchased	1000	500	3000	2500	4600	3000	2500	2500	2000	500	1000	0	23100.00
Village purchased Refuse Stickers	0	0	0	1500	0	0	500	0	500	0	1000	2000	5500.00
Village purchased Yard Waste Stickers	0	0	0	0	0	0	500	500	0	0	1000	0	2000.00



2019 Program Numbers

OUTPUT	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTALS
Work Orders opened	382	288	323	488	615	618	579	402	406	409	336	340	5186.00
Work Orders closed	387	288	323	488	615	618	579	402	406	409	336	340	5191.00
Missed collection requests	106	97	42	113	159	194	166	87	98	117	127	99	1405.00
Cart Delivery/Repair	205	156	228	295	363	310	300	234	251	221	161	184	2908.00
Total compost participants	1593	1598	1622	1664	1712	1775	1814	1837	1862	1889	1898	1922	1922.00
Tons of refuse collected (RDP)	709.84	709.66	765.93	913.67	976.44	942.32	981.48	926.84	884.30	883.94	857.16	823.61	10375.19
Tons of recycled materials collected	355.75	324.28	325.54	374.12	389.07	345.71	340.56	306.40	309.47	348.17	333.03	387.31	4139.41
Tons of yard waste and organics collected	103.25	30.10	42.35	190.01	280.39	256.73	230.12	171.18	171.96	180.93	201.15	40.46	1898.63
Tons of AYD materials collected (lbs* .0005 = ton)	7.87	6.1	6.6	7.33	5.32	5.58	4.96	10.29	7.2	6.64	7.39	6.69	81.97
Number of AYD stops	193	144	147	190	155	156	149	244.00	197	200.00	183.00	185	2143.00
Tons of Leaves Collected	0	0	0	0	0	0	0	0	0	330.40	1586.04	285.10	2201.54
Refuse Stickers purchased	500	0	3500	4000	2000	3250	1000	4000	1500	2000	1500	0	23250.00
Yard Waste Stickers purchased	0	0	1500	6500	6000	9500	8000	4500	5000	2500	3000	500	47000.00
Village purchased Refuse Stickers	0	0	500	0	1000	1500	1000	0	0	0	0	0	4000.00
Village purchased Yard Waste Stickers	0	0	0	0	0	1500	2500	0	0	0	0	0	4000.00



2020 Program Numbers

OUTPUT	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTALS
Work Orders opened	415	250	322	446	713	626	769	523	480	571	552	472	6139.00
Work Orders closed	415	250	322	446	713	626	769	523	480	571	552	472	6139.00
Missed collection requests	123	54	78	107	151	216	210	139	109	79	57	114	1437.00
Cart Delivery/Repair	246	156	197	273	336	220	313	281	288	263	222	236	3031.00
Total compost participants	1933	1955	1980	2037	2091	2082	2113	2133	2142	2153	2166	2176	2176
Tons of refuse collected (RDP)	826.84	636.83	834.94	946.12	1149.17	1043.29	1046.77	990.53	1008.56	957.97	979.85	961.58	11382.45
Tons of recycled materials collected	354.21	277.77	346.46	432.80	417.34	377.75	371.44	334.39	369.61	372.21	375.97	436.34	4466.29
Tons of yard waste and organics collected	124.72	40.89	61.78	247.55	320.09	273.90	236.71	216.26	198.84	204.69	228.07	97.79	2251.29
Tons of AYD materials collected (lbs ÷ 0005 = ton)	9.06	4.96	7.27	7.17	9.44	9.86	10.51	8.52	7.08	10.27	10.09	6.65	100.88
Number of AYD stops	237	144	182	193	223	221	255	233.00	182	254.00	244.00	202	2570.00
Tons of Leaves Collected	0	0	0	0	0	0	0	0	0	0	711.81	200.00	911.81
Refuse Stickers purchased	2000	1500	500	5500	1180	3500	4250	1500	2700	2200	3000	2000	29830.00
Yard Waste Stickers purchased	0	0	0	8000	7320	10500	6400	5100	2500	4700	0	0	44520.00
Village purchased Refuse Stickers	0	0	0	0	0	0	0	1000	0	0	0	0	1000.00
Village purchased Yard Waste Stickers	0	0	0	0	0	0	0	1000	0	0	0	0	1000.00