

**MASTER AGREEMENT BETWEEN THE VILLAGE AND S.B.C. WASTE
SOLUTIONS, INC. RELATED TO REFUSE, RECYCLING AND YARD WASTE
COLLECTION SERVICES**

THIS MASTER AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Westchester, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and SBC Waste Solutions Inc., (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

RECITALS:

WHEREAS, the Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Contractor is in the business of providing refuse, recycling and yard waste collection services; and

WHEREAS, the Village solicited and received bids for the Refuse, Recycling and Yard Waste Collection Services Program (the "*Program*") for the residents of the Village; and

WHEREAS, 65 ILCS 5/11-19-1 specifically authorizes waste collection contracts for periods of time not exceeding thirty (30) years; and

WHEREAS, the Village solicited bids for the Program through a Request for Proposals and a First Addendum to the Request for Proposals (collectively, the "*RFP*"), with the objective of both sustaining the current service levels and exploring the possibility of additional enhancements to and for the Program. A copy of the RFP is attached hereto and incorporated herein as Exhibit A.

WHEREAS, the Contractor submitted a proposal in response to the Village's RFP (the "*Proposal*"), a copy of which is attached hereto and incorporated herein as Exhibit B.

WHEREAS, the Village and Contractor desire to enter into an agreement consistent with the requirements of the RFP and the terms of the Proposal for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, consistent with the requirements of the RFP and the terms of the Proposal for the Program as

contained therein and described below:

SECTION 1 – PROGRAM OVERVIEW

1.1. Term.

The term of this Agreement for refuse collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved facilities from the Village and from all single-family dwelling units as identified by the Village with individualized refuse collection located in the Village is for five (5) years, ending on June 30, 2029.

The initial term of this Agreement will be five (5) years commencing on July 1, 2024, and shall remain in full force and effect through midnight on June 30, 2029. At the expiration of the initial five (5) year term, the Village reserves the right to renew and extend this Agreement an additional two (2) years. If such an extension is desired by the Village, The Contractor will be notified no later than 150 days (February 1, 2029) before the expiration of the initial five (5) year term. Beginning July 1, 2025, and on the first day of every July thereafter throughout the term of this Agreement or any extension thereof, the fee for refuse services provided pursuant to this Agreement shall be adjusted on the basis of the then-current costs in accordance with the following formulas:

- A. The fee for refuse services will be adjusted annually beginning on July 1, 2025 based on the percentage of change of the published Chicagoland Consumer Price Index during the preceding calendar year. The percentage of change of the Consumer Price Index shall be computed by using the most updated information available.
- B. Price change computations which result in fractions equal to or greater than one half (1/2) of one cent shall be rounded up to the nearest cent. Price change computations which result in fractions less than one half (1/2) of one cent shall be rounded down to the nearest cent.
- C. The total Annual Adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under this Agreement or any extension thereof. In the event of a negative CPI rate, the price under this Agreement shall neither increase nor decrease.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of this Agreement, the Village and The Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of this Agreement, and prices paid in comparable communities. In the event that the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90)

days prior to the expiration date of this Agreement. Otherwise, this Agreement will terminate on June 30, 2029.

- 1.2. **Collection Schedule.** Acceptable Waste shall be collected and removed once a week every Monday, Tuesday, Thursday, or Friday from every single-family dwelling units as identified by the Village. In addition, to those days, the Contractor shall offer special occasions for electronics and hazardous waste removal on Wednesdays if permitted/desired. The map that details the Residential collection schedule by area is illustrated on Appendix A of the attached RFP during the term of this Agreement (the “*Schedule*”) which is attached hereto and incorporated herein as if fully set forth in this Agreement. Any changes made to this map shall be approved by the Corporate Authorities of the Village and the Contractor prior to implementation.

SECTION 2 – COLLECTION & DISPOSAL PROGRAM

- 2.1. **Scope of Disposal.** The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all residential non-hazardous waste and recyclables within the Corporate Limits of the Village from July 1, 2024 through June 30, 2029.
- 2.2. **Definitions.** The following words and phrases when used in this Agreement, shall have the meanings as specified herein:

Aluminum Formed Containers/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Bundle: Any material allowed under the definition of “Hard Landscape Waste” such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC’s (chlorofluorocarbons), switches containing mercury, and PCB’s (polychlorinated biphenyls). “White goods” exceeding fifty (50) pounds in total weight also fit into this category.

Catalog: A book made from either glossy or non-glossy paper stock: which contains an itemized listing of names or articles arranged in orders or classified.

Chipboard (also referred to as paperboard): A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus like product.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway used for the collection of refuse, Yard Waste, and recycling containers.

E-Recyclables: E-Recyclables shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

Excluded Waste: The Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High-Density Polyethylene (HDPE) #2 Blow Molded Containers: Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High-Density Polyethylene (HDPE) #2 Containers: Margarine tubs, baby wipe containers, and other similar molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from “do it yourself” interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, construction materials,

broken concrete, lumber, large rocks, and other similar materials.

Juice Boxes: Aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, mailing tubes and other similar correspondences.

LDPE (#4): Low-density polyethylene.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post it notes, and other similar paper products.

Polyethylene Terephthalate (PET#1) Blow Molded Containers: Soft drink, liquor, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET#1) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polypropylene (PP#5): Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

Polyvinyl/Chloride (PVC #3): Health and beauty aid bottles.

Refuse: All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty-three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All toters must be approved by and/or supplied by the Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items The Village and The Contractor agree to recycle in the future.

Residential: All single-family accounts receiving curbside collection services.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

Yard Waste Containers: Yard Waste containers shall include:

Yard Waste Container: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty-four (34) gallons in size, properly

labeled with the words "Yard Waste Only". No can shall exceed fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight-fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi-automated mechanism for collection. All toters must be approved by and/or supplied by The Contractor.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty-three (33) gallons in size, which will shred and degrade quickly in the composting process.

- 2.3. **Examination of Service Area.** It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and Yard Waste collection services as specified in this Agreement. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that would affect the execution and/or completion of the services covered by the specifications in this Agreement.

2.4. **Point of Collection.**

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

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

2.5. **Requirements Applicable to All Services.**

- A. **Hours** – No refuse, recyclable materials and Yard Waste pickups shall be collected prior to 7:00 a.m. for residential accounts or in areas that are adjacent to residential areas nor later than 6:00 p.m. The Village, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather. In said events the Contractor shall furnish all vehicles and personnel necessary to complete the routes within a reasonable amount of time on the same collection day. The Contractor's crews will diligently work with as little noise, disturbance, and disruption to residents as possible. The Contractor shall provide specified services on the scheduled day each week for each service area except for recognized holidays or acts of God, when service will be delayed one day.
- B. **Holidays** – No refuse, recycling or Yard Waste collection shall be provided by the Contractor on:

- a. New Year's Day
- b. Memorial Day
- c. Fourth of July
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

Refuse, recycling and Yard Waste collection services shall be delayed one day after the recognized holiday. The Contractor shall give notice of the rescheduling of collections due to a holiday and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

- C. Standards of Collection – The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter nor spread as a result of the Contractor's service provided within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. All containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition, except that containers shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. Any acceptable containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged. The services to be rendered by the Contractor herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. The Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear as accepted. The Contractor shall replace lids or covers on containers immediately after emptying.
- D. Reporting – The Contractor shall prepare and submit to the Village and to the West Cook County Solid Waste Agency, Illinois, reports detailing solid waste disposal, recycling and landscape waste collection activities for the previous month,

including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected. Reports shall be submitted monthly.

- E. Notice of Services – The Contractor, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure establishing regular service throughout this Agreement period, a brochure approved by the Village explaining the solid waste and recycling programs covered under this Agreement. The brochure will include a method for residents to change their refuse service. The brochure shall be updated, presented to the Village Board, and distributed annually, or when there is a change in the service or programs provided, or as directed by the Village. Annual distribution shall take place at least fourteen (14) days prior to the commencement of the new calendar year.

2.6. Contractor Requirements.

- A. The Contractor shall have available for use throughout the term of this Agreement, an Illinois Environmental Protection Agency (IEPA) or the Wisconsin Department of Natural Resources (WDNR) permitted site for the disposal of all Municipal Waste under this Agreement. The Contractor must request approval from the Village in any change in waste disposal location.
- B. In the event that any of the Contractor's employees is deemed by the Village to be unfit or unsuitable to perform the services required under the terms of this Agreement, then, upon request of the Village the Contractor shall remove such employee from work within the Village and replace him/her with a suitable and competent employee.
- C. The Contractor shall maintain an office and toll-free telephone, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for pickup of said waste within 24 hours after the complaint is received. The Contractor shall report weekly to the Village the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the Village for inspection at any reasonable time.
- D. The Contractor shall designate in writing a minimum of two persons to serve as agents for the Contractor and liaison between their organization and the Village.
- E. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of Cook, and

Village relating to the services required under the terms of this Agreement, use of premises and public places and safety of persons and property.

- F. The Contractor shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of all dwelling units to be serviced under the terms of this Agreement. Annually the Contractor must provide account of the number of homes receiving service. This number must be provided at the anniversary date of the contract. The Village shall review the count.

2.7. Residential Refuse Collection Program Description.

- A. General Service Requirements – The Contractor is required to provide refuse collection once each week, except as otherwise provided, from every residence in the Village without regard to the number of refuse containers and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Agreement and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village’s pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract.
- i. The Contractor shall collect unlimited amounts of Municipal Solid Waste in recognized Refuse Containers or freestanding, as provided 24-hour notice to the Contractor.
 - ii. Residents may place two items of Bulk Materials per week, such as but not limited to a mattress, couch, or piano.
 - iii. The Contractor shall collect unlimited amounts of White Goods in recognized Refuse Containers or freestanding, as provided 24-hour notice to the Contractor. White goods shall be recycled for the scrap metal content of the item or recycled in such a manner as technology shall allow.
 - iv. The Contractor shall collect unlimited amounts of Hazardous Waste in recognized Refuse Containers or freestanding, as provided 24-hour notice to the Contractor. Acceptable Hazardous Waste to be collected shall include household chemicals, automotive products, paint products, garden chemicals, universal materials, swimming pool chemicals and medical waste.
- B. Refuse Receptables – The Contractor will provide, at its own expense, the use of one (1) approximately 96-gallon refuse toter (receptacle with a lid and wheels) for each Residential customer no later than July 1, 2024. Residents will have the option

to request other sizing (35-gallon or 65-gallon, or equivalent) if so desired at no additional fee. The toter will remain the property of the Contractor and the Contractor will be responsible for replacement of toters that become worn or damaged through normal usage. Toters that are recorded as stolen will also be replaced at no charge following the customer filing a police report. Residents shall have the option to purchase additional waste toters of the following size (35-gallon, 65-gallon, or 95-gallon) for a one-time purchase fee of \$85.00 per additional waste toter. A resident will own additional waste toters purchased by the resident. Only after the toter has been fully utilized may the customer be permitted to put an unlimited number of refuse receptacles curbside for collection. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, and is not to exceed fifty (50) pounds in weight per can or bag. Refuse too large to be containerized not exceeding fifty (50) pounds shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.

- C. Improperly Prepared Refuse – The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.
- D. Special Pickups – The Contractor shall offer a special curbside collection and disposal service or other services as described below (hereinafter “Special Service Collection”) for unlimited quantities of acceptable waste agreed upon by the Contractor and the Village. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer’s request. Such items shall include, but are not limited to auto parts, large amounts of building materials (including lumber, structural steel, concrete, bricks and stones). The Contractor shall provide a customer with an estimate of the cost of a special pick-up service. The cost of such service shall be agreed to by the customer and the Contractor prior to rendering the service. Special pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. The customer shall make payment for any Special Service Collection directly to the Contractor, and the billing and collection of such fees shall be the sole responsibility of the Contractor.

The Contractor shall also, at the request of the Village, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions or emergencies, and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.

- E. Construction Material – The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This material will be picked up at no additional charge to the customer. In the event that construction materials exceed the aforementioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.
- F. Christmas Tree Pickup – The Contractor shall provide a special collection for Christmas trees on the regular pickup days for a two-week period in early January, which will be rescheduled and/or extended as needed in the event that inclement weather prohibits the ability to collect. The exact dates shall be mutually determined by the Contractor and The Village. The Contractor agrees to perform this annual service at no charge to the Village residents.
- G. Additional Service – On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction Contractors.

2.8. Residential Recycling Collection Program Description.

- A. General Service Requirements – The Contractor is required to provide commingled recyclables collection once each week, except as otherwise provided, on the same day as refuse collection, from every residence in the Village without regard to the number of recycling containers and recycle of the same in an environmentally safe and responsible manner in accordance with the provisions of this Agreement and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village's pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract. The Contractor shall collect unlimited amounts of Municipal Solid Waste and E-Recyclables in recognized Recycling Containers, as provided with 24-hour advance notice by resident.

- B. Minimum Recyclable Materials to be Collected – The Village and its residents shall be able to combine all acceptable Recyclables in the same toter. Acceptable Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown biodegradable paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars.
- C. Recycling Receptacles –
- a. The Contractor will provide, at its own expense, the use of one (1) 96-gallon recycling toter (receptacle with a lid and wheels) for each Residential customer no later than July 1, 2024. Residents will have the option to request other sizing (35-gallon or 65-gallon, or equivalent) if so desired at no additional fee. The Contractor shall maintain ownership of these toters and will be responsible for delivery as well as maintenance and/or replacement of the toter if the toters are damaged through normal wear and tear or are stolen. If a toter is stolen, a police report shall be required as proof of theft prior to the replacement of the toter at no cost to the resident. Residents shall have the option to purchase additional recycling toters of the following size (35-gallon, 65-gallon, or 95-gallon) for a one-time purchase fee of \$85.00 per additional recycling toter. A resident will own any additional recycling toters purchased by the resident. Only after the toter has been fully utilized may the customer be permitted to put an unlimited number of recycling receptacles curbside for collection. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, so long as the capacities of the containers are between four (4) and 34 gallons and do not exceed fifty (50) pounds in weight per can.
- c. The Contractor shall maintain ownership of these toters and will be responsible for delivery as well as maintenance and/or replacement of the toter if the toters are damaged through normal wear and tear, or are stolen. If a toter is stolen, a police report shall be required as proof of theft prior to the replacement of the toter at no cost to the resident. Only after the toter has been fully utilized may the customer be permitted to put an unlimited number of recycling receptacles curbside for collection. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, so long as the capacities of the containers are between four

(4) and 34 gallons and do not exceed fifty (50) pounds in weight per can.

- D. Recyclable Material Disposition – The Contractor shall transport all recyclable material to a disclosed recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service described herein, and the intended use of the processed material, shall be subject to approval by the Village.
- E. Improperly Prepared Recyclables – The Contractor shall provide a tagging system for Recyclables that are not collected. The tagging system shall provide a simple explanation as to why the Recyclable materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, acceptable waste and/or Yard Waste mixed with Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the toter or acceptable container and shall not be left on the street or parkway.

2.9. Residential Yard Waste Collection Program Description.

- A. Yard Waste Season – The Contractor shall collect Yard Waste during the designated Yard Waste season which shall be April 1st through January 1st of the following year.
- B. General Service – The Contractor is required to provide Yard Waste collection once each week, except as otherwise provided, on the same day as refuse collection, from every residence in the Village without regard to the number of receptacles and/or bundles and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Agreement and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village's pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract. The Contractor shall collect unlimited amounts of Yard Waste in recognized Yard Waste Containers, bags, or bundles, as provided with 24-hour notice residents. Bundles shall be secured with biodegradable twine or string and shall not exceed four (4) feet in length, two (2) feet in diameter, or fifty (50) pounds in weight, and bundles shall not contain individual branches greater than two (2) inches in diameter.
- C. Yard Waste Receptacles
 - a. Residents utilize the following Yard Waste toters:
 - i. Waste Container: A can with handles clearly identified by the

Residential Unit as being for Yard Waste, that is no larger than 32 gallons and 50 lbs.

- ii. Paper Bag: A biodegradable paper bag, that is no larger than 32 gallons and 50 pounds, which will shred and degrade quickly in the composting process.
- b. The Contractor shall provide upon request to all Residential accounts receiving curbside Yard Waste collection services a 96-gallon wheeled toter for an additional monthly collection charge of \$12 per month.
- D. Yard Waste Disposal – The Contractor shall transport all Yard Waste materials to a disclosed Yard Waste composting site which meets the requirements of the specifications and provisions of all applicable laws. Disposal options include IEPA or WDNR permitted landscape waste composting facilities or under a land application permit. The Contractor must notify the Village and the Village must approve a change in the disposal location.
- E. Improperly Prepared Yard Waste – The Contractor shall provide a tagging system for Yard Waste materials not collected. The tagging system shall provide a simple explanation as to why the Yard Waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, acceptable waste and/or Yard Waste mixed, improper size, or some combination thereof.

2.10. Residential Curbside Compost/Organic Collection

- A. Residents shall have the option of renting curbside compost/organic toter at a cost per-month, per cart as set forth in the fee schedule below:
 - i. (1) 35-gallon at \$12.00 per month
 - ii. (1) 65-gallon at \$14.00 per month
 - iii. (1) 95-gallon at \$16.00 per month
- B. The Contractor shall maintain ownership of these toters and will be responsible for delivery as well as maintenance and/or replacement of the toter if the toters are damaged through normal wear and tear, or are stolen. If a toter is stolen, a police report shall be required as proof of theft prior to the replacement of the toter at no cost to the resident.

2.11 Annual Spring Clean Up.

- A. Annual Spring Clean-up Program – The program is to take place during the month of April, during a week that is mutually satisfactory to the Village and Contractor. There will be no regular waste collection charge during this special event. This service will provide for the curbside collection and disposal of regular weekly collection, Yard Waste, and Bulk Materials up to 6 (six) cubic yards, including, but

not limited to:

- a. Tree limbs, branches, and similar Yard Waste in bundles in 4-foot lengths by 2-foot in height, bound with rope or twine.
- b. Household furniture.
- c. Disassembled swing-sets and playground equipment; metal and wood; in pieces weighing less than 50 pounds each and in segments no more than 4 feet in length and 2 feet in diameter.
- d. Carpet rolls up to 4 feet in length, 2 feet in diameter and up to 50 pounds in weight.
- e. Do-it-yourself home improvement materials (wood; drywall; paneling) provided that individual items are no longer than 4 feet in length, 2 feet in width and up to 50 pounds in weight.
- f. Items of Bulk Materials too large for a waste container or bag, e.g. toys, crates.

2.12. General Requirements.

- A. Municipal Facilities – The Contractor will provide the services described herein, at all Village-owned and maintained facilities, including the collection and recycling of mixed office paper and other recyclables at no charge to the Village. The Contractor shall provide service and receptacles as needed for amount of waste generated for the below locations. The Village reserves the right, at its sole discretion, to add or remove any Village location identified in this Section from collection services as well as to change the size of containers and frequency of collection at no additional charge. The Village shall notify the Contractor in writing of any such changes. The Contractor shall provide for the collection and proper disposal/recycling of compact fluorescent light bulbs (CFLs) and household batteries at one Village building designated by the Village. The location of the designated building may be changed by the Village from time to time upon notice to the Contractor.
 - a. Westchester Village Hall located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly
 - b. Westchester Police Station located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse, serviced weekly
 - c. Westchester Public Works Garage located at 10300 W Roosevelt Road – One (1) 2-yard container for refuse
 - d. Fire Station 25 located at 10240 W Roosevelt Rd – One (1) 2-yard container

- for refuse and one (1) 2-yard container for recycling, serviced weekly
 - e. Fire Station 26 located at 10760 W Cermak Rd – One (1) 96-gallon totter for refuse and one (1) 96-gallon totter for recycling, serviced weekly
 - f. Crestwood Pumping Station located at 10307 Crestwood Ln – One (1) 96-gallon totter for refuse and one (1) 96-gallon totter for recycling, serviced weekly
 - g. Mayfair Park located at 10835 Wakefield Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - h. Gladstone Park located at 850 Westchester Boulevard – One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - i. High Ridge Park located at 10945 Canterbury Street – One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
- B. Roll-off Credit – The Contractor will provide the Village with an annual \$25,000.00 credit to use exclusively for roll-off services. This will allow the Village to use any size roll-off container for any project and apply the cost to the credit.
- C. Solar Compactors – The Contractor will provide and regularly service five (5) solar compactors at the below locations.
- a. 10300 W Roosevelt Rd
 - b. Route 45 & Balmoral Ave
 - c. Route 45 & Canterbury St
 - d. Route 45 & Cermak Rd
 - e. Westchester Blvd & Canterbury St
- D. Special Events – The Village currently receives as needed refuse and recycling collection services and provision of portable restrooms and hand washing stations for events designated by the Village. It is the intent of the Village to sustain the current level of service provided to Village festivals and special events on an on-call basis at no charge to the Village for up to five (5) community events annually, some of which take place over the course of multiple days, with up to 1,000 attendees at each event. For one-day events, collection shall occur the day following the event. For multi-day events, collection shall occur daily. Quantities, schedules,

and all other applicable logistics related to provisions and services for each event will be mutually agreed upon by Village and Contractor on a case-by-case basis. Tentative annual special events include, but are not limited to:

- a. Juneteenth Celebrations – June 19 and the following Saturday, except for those years during which June 19 occurs on a Saturday
 - b. Independence Day Parade – July 4
 - c. Community Fest – 2 or 3-day event in July
 - d. National Night Out – First Tuesday in August
- E. Community Contributions – Contractor will provide:
- a. An annual grant of \$15,000.00 to the Village to support the Village's recycling center.
 - b. An annual contribution of \$15,000.00 to the Westchester Community Events Foundation to support local events.
 - c. An annual contribution of \$2,000.00 to the Village to support the Village's Ecological Commission's educational outreach efforts and events.

The application of these agreements is decided by the Corporate Authorities of the Village at their legislative discretion.

- F. Natural Disaster/Emergency Clean-Up Services – In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner, within one week of the disaster.

Currently, The Village's Contractor provides a disposal of 250 tons of natural disaster debris per year of this Agreement term at no charge. Unused tonnage may carry over from one year to the next with a maximum of 500 tons in any given year. The Village is responsible for the haul charge to the Cicero transfer station. It is the intention of the Village to continue this agreement.

If at any time an agreement cannot be reached between the Contractor and the Village as it relates to natural disaster/emergency clean-up services, the Village will be able to pursue the necessary services from another company.

- G. Vehicles – The Contractor shall maintain a fleet of vehicles as necessary to properly perform the services as set forth in this Agreement. The Contractor shall furnish a list of vehicles to the Village upon demand. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which

shall be clearly visible on both sides. All vehicles shall be maintained in good working order and appearance, free from rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein.

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or Yard Waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and cleanup of any litter that is caused by the failure to properly secure materials. Should any refuse, recyclables, or Yard Waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather.

Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its vehicle operators and crew members while on duty or in the course of performing their duties under the terms of the franchise contract. The Village reserves the right to inspect The Contractor's equipment solely for the purpose of determining compliance with the franchise contract.

- H. No Strike Guarantee – The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract. It is expressly agreed that in no event shall the Village be liable or responsible to the Contractor, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.
- I. Service Implementation – All aspects of the refuse, recycling and Yard Waste collection service selected by the Village must be implemented by July 1, 2024.

2.13. Compensation.

- A. Residential Rates – The Contractor agrees to provide, for the term of the contract, Residential refuse, recycling and Yard Waste collection as provided in the

specifications of this Agreement.

For the 2024 yard-waste season, the rate shall be \$20.00 per single-family dwelling unit.

B. Collection of Charges – The Contractor will submit monthly invoices to the Village and the Village shall have thirty (30) days from the invoice date to remit payment in full. Payment by Village shall be made by check or wire transfer or ACH debit.

C. Senior Discount –
For the 2024 yard-waste season, the rate shall be \$18.00 per single-family dwelling unit with a senior resident.

The Contractor shall provide senior/disabled assistance at no charge. Such assistance involves Contractor's service provider bringing toters/cans down driveways and returning them to their initial location.

D. Annual Price Adjustment – The cost of refuse, recycling and Yard Waste collection shall be amended annually in accordance with Section 1.1 of this Agreement. The price changes shall be effective on July 1 of each year of the contract.

E. Taxes – The Village is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the Contractor, if necessary. The Village will not reimburse, nor assist the Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid by the Contractor. The Contractor shall be required to reimburse the Village for any such taxes paid.

F. Refunds at Time of Cancellation – The Contractor shall provide all accounts that have a positive balance at the time of cancellation a refund of the prorated, unused portion of the balance.

G. Right to Audit – The Village reserves the right to audit the Contractor's records as follows:

a. The Village shall have the authority to review and audit all records and receipts of The Contractor regarding this contract. The Contractor shall be given ten (10) calendar days' notice of the review or audit.

b. The Contractor shall keep maintain complete and accurate books, records and accounts in such a manner as will readily facilitate the assessment of the Contractor's billing, collecting, and recycling activities in the Village.

2.14. Public Awareness.

- A. Holiday Notification – The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Agreement.
- B. Maintain Schedule of Pickup – The Contractor shall pick up Residential refuse weekly throughout the Village according to the Schedule. The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents.
- C. Public Education Program – The Contractor shall develop a Public Education Program to educate residents about the service it provides. The Contractor shall create, supply and maintain throughout the term of this Agreement educational materials including but not limited to an annual informational brochure, magnets and/or stickers to the Village for distribution to residents. The materials should inform residents of the aspects included in the refuse, recycling and Yard Waste collection services. The Contractor and Village shall mutually agree upon the contents of the informational materials. The Contractor shall provide for the preparation, printing and mailing/delivery costs of all consumer education materials. For the duration of this Agreement, The Contractor shall, upon request of the Village, make personnel available for appearances at meetings and other gatherings to explain the collection program.
- D. Mobile Applications and Online Services – The Contractor shall provide the Village informational materials and examples of any applicable mobile application(s) and online services offered by the Contractor.
- E. Improperly Prepared Materials Notifications – The Contractor shall implement a public information program whereby the Contractor's employees will leave notification on materials that are improperly prepared for collection which indicates the reason the material was rejected.

2.15. Reporting Requirements.

- A. The Contractor shall provide The Village with the following reports:
 - a. Complaints – A weekly report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
 - b. Refuse – A monthly report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same.
 - c. Recycling – A monthly report on the status of the curbside recycling

program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

- d. Yard Waste – A monthly report on the status of the Yard Waste collection program, including the volume of Yard Waste collected and deposited at each Yard Waste processing facility, and summaries of problems encountered with program implementation.

B. Missed Collections and Complaint Response – The Contractor shall maintain an office equipped with sufficient toll-free telephones, internet and personnel to provide prompt, courteous and efficient service office for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. Additionally, the Village requests the Contractor to assign unique account numbers to each Residential unit to facilitate the reporting of issues. The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for pickup of said waste within 24 hours after the complaint is received. In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables items or refuse, recyclables and/or Yard Waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within 24 hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed collections. The Contractor shall report weekly to the Village the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to The Village for inspection at any reasonable time.

C. Contact – The Contractor shall notify the Village in writing of its designated contact person(s) to handle any issues relative to this Agreement as well as any complaints received by the Village regarding the refuse, recycling and Yard Waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with Village personnel to resolve problems. In addition, a telephone number by which The Contractor may be reached after regular hours shall be provided to the Village for use by Village personnel.

2.16. General Provisions.

- A. Compliance with Laws – The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Westchester, the County of Cook, the State of Illinois, and the United States, in the performance of Service under this Agreement, including, but not limited to environmental laws and regulations.
- B. Adherence to Schedule – The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Agreement and grounds for its immediate termination. The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and Yard Waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.
- C. Failure to Perform – Insolvency – Non-Assignability
- a. Failure to Perform – In the event the Contractor in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein for any one (1) week:
- i. The Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure.
 - ii. The Village may then proceed with the work itself or cause such work to be undertaken by a third party, and the Village shall have the right to bill the Contractor for all costs incurred by it by reason of such failure of the Contractor to perform,
 - iii. At the election of the Village, the Contractor shall pay said costs to the Village, or shall allow the Village for past services rendered which may be due and owing.
 - iv. In the event that any failure or alleged failure on the part of the Contractor to collect the material herein provided to be collected and disposed of by The Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the Village, at their option, may continue to proceed according to the steps set

forth above, or may terminate this Agreement and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the Contractor's performance bond or pursue such other remedies as may be available to the Village by law.

- v. In the event Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Agreement shall immediately terminate; and in no event shall this Agreement be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then this Agreement may be terminated at the option of the Village upon fifteen (15) days written notice to Contractor and in no event shall this Agreement be, or be treated as, an asset of Contractor after the exercise of said option.
- vi. This Agreement is not assignable by Contractor, either voluntarily or involuntarily, or by process of law, without the prior written consent of the Village, and shall not be or come under the control of creditors, or a trustee, or trustees of Contractor in case of bankruptcy, or insolvency of Contractor, but shall be subject to termination as above provided.

D. Equal Employment Opportunity – During the performance of this Agreement, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability in accordance with the Commission's Rules and Regulations for Public Contract(s) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative

of The Contractor's obligations under the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be re-requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

E. Prevailing Wage – This Agreement is subject to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The “prevailing rate of wages” will be used for work done under this Agreement, and the following conditions will be required:

- a. Not less than the prevailing rate of wage as found by the Village or the Department of Labor or determined by a court on review shall be paid to all prevailing wages can be found on the Department of Labor's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.
- 2. The Contractor and each Subcontractor shall keep accurate record showing names and occupations of all laborers, mechanics and workers employed by

them on this contract, and also showing the actual hourly wage paid to each such person.

3. The submission by the Contractor and each Subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each Subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Agreement.
4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Agreement.

F. Bonds and Insurance

- a. Performance Bond – At the time of execution of this Agreement the Contractor shall furnish the required Performance Bond with corporate surety acceptable to the Village in the penal sum of \$1,000,000 to be kept in force for the period of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor. The surety on said bond shall have at least an A- financial rating in the most recent edition of Best's Insurance Reports, registered to do business in Illinois. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided herein.
- b. Insurance – Throughout the term of this Agreement and any renewal thereof the Contractor agrees, at a minimum, to carry and maintain in effect insurance as follows:
 - i. Workman's Compensation – The Contractor shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.
 - ii. Motor Vehicle Liability Insurance – The Contractor shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name The Village as additional insured as respects the operation of vehicles owned or operated by the Contractor.

- iii. General Liability – The Contractor shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village shall be named as additional insureds on this policy. Insurance policies with exemptions for environmental liability will not be accepted.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to The Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor within seven (7) days of the date of any request by the Village.

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

- G. Indemnification – The Contractor shall indemnify and hold harmless the Village against any and all damages to property, public or private, or injury or death of any person or persons, including property and employees, agents, or invitees of the Village and shall defend, indemnify and save harmless the Village from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and attorney fees, in any way resulting from or arising out of Contractor's performance under the terms of this Agreement and/or the operations in connection herewith, including operations of subcontractors and actions or omissions of employees or agents of Contractor or its Contractors. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

It is expressly agreed that in no event shall the Village be liable or responsible to the Contractor, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.

- H. Permits, Licenses, and Additional Requirements – The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and

provisions contained in this Agreement. The Contractor shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the work. It shall be the sole responsibility of the Contractor to determine the applicable licenses, permits, and other authorizations.

- I. Right of Inspection – The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and Yard Waste disposal site which receives waste from the Village as a result of this Agreement.
- J. Independent Contractor Not Employed – The Contractor is and shall be considered as an independent contractor and neither the Contractor nor its employees are or are to be considered as employees or servants of the Village.
- K. Disputes – The Contractor's performance of the work under this Agreement shall be observed and monitored by the Village. Should the Village determine during the life of this Agreement that the Contractor has not performed satisfactorily, the Contractor, upon notification from the Village, shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the Village. The failure of the Village to give such notification shall not relieve the Contractor of his/her obligation to perform the work at the time and in the manner specified.

The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. Where any dispute arises between a customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor will immediately report the controversy to the Village for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and Contractor's employees. To prevent misunderstandings and litigation, the Village shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of the performance, the interpretation of this Agreement provisions, and the acceptable fulfillment of this Agreement on the part of the Contractor. The Village will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Village and the Contractor and shall be issued in writing to the Contractor. The Village shall make such explanation as may be necessary to complete, explain or make definitive the provisions of this Agreement, and their findings and conclusions, when issued in writing to the Contractor, shall be final and binding upon both the Village and the Contractor.

- L. Change in Service – If the Village should wish to change the type or scope of service provided during the term of this Agreement, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, this Agreement shall remain in force or be terminated, in accordance with the provisions of this Agreement.

[Intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Westchester, Cook County, Illinois.

EXECUTED this 26th day of April 2024.

Village of Westchester, Cook County, Illinois, a municipal corporation

By:


Village President

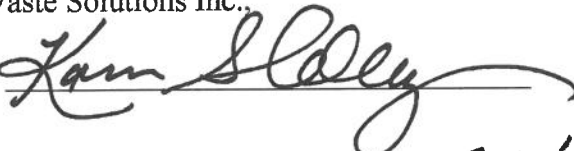
Attest:


Village Clerk

EXECUTED this 26th day of April 2024.

SBC Waste Solutions Inc.,

By:



Its:

CEO, SBC Waste Solutions, Inc.

By:



Its:

STANLEY / President

Exhibit A

RFP

(see attached)

Village of Westchester

10300 WEST ROOSEVELT ROAD

WESTCHESTER, IL 60154

PHONE: (708) 345-0020 - FAX: (708) 345-0884

WWW.WESTCHESTER-IL.ORG

REQUEST FOR PROPOSALS

REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICES



MARCH 4, 2024

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SECTION 1 – PROGRAM OVERVIEW

1.1 Introduction and Present Service Information

The Village of Westchester, a community of 16,892 located in Cook County, Illinois is seeking one qualified and responsible company to provide curbside roll-out refuse, recyclable and yard waste collection services to all residents within Village limits. The goal of the Village is to maintain its current level of solid waste services while exploring additional service options and potential enhancements as described in this Request for Proposals (RFP). This includes all single-family homes and multi-family properties which currently utilize curbside refuse, recycling, and yard waste collection services (hereto referred to as “Residential”). The Village’s solid waste and recycling contract is anticipated to cover approximately 7,000 units, less than 2,500 of which a senior discount applies. There are currently 55 centerline miles of streets in the Village. The total area of the Village is approximately 4 square miles.

The contract proposals requested will be for a period of five (5) years with the option of an additional two (2) years if desired. For ease of use, proposals should be itemized to allow specific costs of the contract to be illustrated.

Presently, refuse, recycling and yard waste collection services are provided to each Residential unit on a once per week basis. The Village is divided into four service areas, with each area receiving service on a designated weekday – Monday, Tuesday, Thursday or Friday. The current service schedule map is provided in Appendix A.

Village Residential units receive unlimited refuse and recycling collection with a provision of one (1) 96-gallon toter for refuse and one (1) 35-gallon toter for recyclables. Residential units have the option of placing approved waste containers and bags curbside in addition to supplied toters, or renting additional toters from the Contractor at the expense of the Residential unit. Residential senior units receive a service discount provided by the current waste hauler.

Yard waste collection is included in the program and is offered from April 1 through November 30. It is the Village’s intent to extend this season through the first full two weeks of December. All yard waste is placed in either a paper yard waste bag or a rigid, reusable container clearly identified as being for yard waste, or bundled. Yard waste bags or containers may not exceed 32 gallons in size nor may they exceed 50 pounds in weight. Bundles may not exceed four feet in length or 50 pounds in weight.

In 2023, an average of 523 tons of refuse and 109 tons of recyclables was collected per month over the course of a year, and an average of 112 tons of yard waste was collected per month during the yard waste season.

1.2 Definitions

“Village”	is the Village of Westchester
“Contractor”	one who contracts to perform work or furnish materials in accordance with this contract

1.3 Term

The term of this Contract for refuse collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved facilities from the Village and from all single-family and multi-family dwelling units with individualized refuse collection located in the Village is for five (5) years, ending on June 30, 2029.

The initial term of this Agreement will be five (5) years commencing on July 1, 2024, and shall remain in full force and effect through midnight on June 30, 2029. At the expiration of the initial five (5) year term, the Village reserves the right to renew and extend this Agreement an additional two (2) years. If such an extension is desired by the Village, The Contractor will be notified no later than 150 days (February 1, 2029) before the expiration of the initial five (5) year term. Beginning July 1, 2025, and on the first day of every July thereafter throughout the term of this Agreement or any extension thereof, the fee for refuse services provided pursuant to this Agreement shall be adjusted on the basis of the then-current costs in accordance with the following formulas:

- A. The fee for refuse services will be adjusted annually beginning on July 1, 2025 based on the percentage of change of the published Chicagoland Consumer Price Index during the preceding calendar year. The percentage of change of the Consumer Price Index shall be computed by using the most updated information available.
- B. Price change computations which result in fractions equal to or greater than one half (1/2) of one cent shall be rounded up to the nearest cent. Price change computations which result in fractions less than one half (1/2) of one cent shall be rounded down to the nearest cent.
- C. The total Annual Adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under the Agreement or any extension thereof. In the event of a negative CPI rate, the contract price shall neither increase nor decrease.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of the Agreement, the Village and The Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other

party at least ninety (90) days prior to the expiration date of this Agreement. Otherwise, the Agreement will terminate on June 30, 2029.

1.4 Collection Schedule

Acceptable Waste shall be collected and removed once a week every Monday, Tuesday, Thursday, or Friday from every Residential unit. The map that details the Residential collection schedule by area is attached hereto and incorporated herein as if fully set forth as Appendix A. Any changes made to this map shall be approved by the Corporate Authorities of the Village and the Contractor prior to implementation.

SECTION 2 – PROPOSAL REQUIREMENTS

2.1 Proposal Terms

- A. Sealed proposals shall be delivered to the Village of Westchester, 10300 W Roosevelt Road, Westchester, IL 60154 no later than 10:00 a.m. on Wednesday, March 27, 2024. The Village of Westchester reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor's qualifications and capabilities to provide the specified service, and other factors that the Village may consider. The Village does not intend to award a proposal fully on the basis of any response made to the request for proposals; the Village reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the Village's specifications and needs.
- B. The Village reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the Village to be in the best interests of the Village even though not the lowest proposal.
- C. The price quotations stated in the proposal will not be subject to any price increase from the date on which the proposal is opened at Village Hall to the mutually agreed-to date of Award.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful submitter to accept the obligation of the proposal may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions. To be considered, original proposal and two copies must be at Village Hall on or before the date and time specified.

- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the Contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

2.2 Proposal Instructions

- A. Interpretation – It shall be the responsibility of the Contractor to thoroughly read and understand the information, instructions and specifications. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractors' own risk. No plea of error or plea of ignorance by the Contractor of the conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for verifying the requirements of the Village. The Village will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.
- B. Voluntary Pre-Proposal Meeting – A **voluntary** pre-proposal meeting will be held for the purposes of familiarizing all Contractors with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification of the RFP documents. This meeting will occur on Monday, March 11, 2024 at 10:00 a.m. at Village Hall, 10300 W Roosevelt Rd, Westchester, IL 60154. Attendance at this meeting is **voluntary**, and all participants must RSVP in advance by 12:00 p.m. on Friday, March 8, 2024.
- C. Village Contact and Addenda – Contractors interested in this proposal are encouraged to register with the Village to receive any necessary updates or addenda. Registration with the Village and any questions regarding this RFP shall be made in writing, and shall be addressed to Annie Canavan, Administrative Services Coordinator and sent by email to acanavan@westchester-il.gov or by mail to 10300 W Roosevelt Road, Westchester, IL 60154. **The cut-off receipt of additional questions shall be 4:30 p.m. on Friday, March 15, 2024 in order to facilitate preparation of any addenda.** No inquiry received after that time shall be given consideration. Replies and/or addenda will be e-mailed to all known potential Contractors by 12:00 p.m. on Tuesday, March 19, 2024. Receipt of any addenda must be acknowledged in writing as part of all submitted proposals. Contractors shall be responsible for ensuring that they have received any and all addenda. The Village shall not assume responsibility for the receipt by the Contractor for any addenda.
- D. Format – One (1) paper original which is clearly marked as such and must contain original signature(s) clearly marked, two (2) copies, and one (1) USB flash-drive containing a .PDF version shall be submitted in a sealed envelope clearly marked: "Sealed Proposal for Refuse, Recycling and Yard Waste Collection Services" to:

Village of Westchester
Attention: Annie Canavan, Administrative Services Coordinator
10300 W Roosevelt Road
Westchester, IL 60154

Contractors are advised to adhere to the Proposal Requirements in this section. Failure to comply with the instructions of the Request for Proposal may be cause for rejection of the Proposal. The Village reserves the right to accept any Proposals and/or any part or parts thereof and/or to reject any or all Proposals.

If a Contractor chooses to include material of a confidential nature in its Proposal, such material should be clearly identified as confidential, and the Village will keep such information confidential to the extent permitted by law.

E. Deadline – All proposals must be received at the Village of Westchester, 10300 W Roosevelt Road, Westchester, IL 60154 no later than 10:00 a.m. on Wednesday, March 27, 2024. Proposals received after the deadline will not be accepted.

2.3 Proposal Content

- A. Cover Letter – Signed by an authorized representative of the Contractor. The letter must include the title of the representative and his or her responsibility with respect to the provision of the Services.
- B. Executive Summary – The executive summary or introduction shall include a statement of the Contractor's understanding of the services to be performed.
- C. Litigation – A discussion of: (i) potential enforcement actions or pending litigation against the Contractor (or against any subsidiary or parent of the Contractor or any subcontractor which the Contractor intends to use to provide a portion of the services) with a potential judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year on excess of \$25,000 against the Contractor (or against any subsidiary or parent of the Contractor or any subcontractor which the Contractor intends to use to provide a portion of the services) or against any facilities owned or operated by the Contractor.
- D. Operational Approach – This section will include a statement of the Contractor's understanding of all requirements for the Services. This section must be specific, detailed, and complete. It should clearly and fully demonstrate that the Contractor understands the requirements and the operational problems inherent in the provision of Services. The Contractor should also present valid and practical solutions for those problems, including a plan that outlines a response to natural disasters/emergencies. In addition, samples of complaint and waste volumes reports must be included. The Contractor shall identify any and all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the services.

- E. Organizational Plan and Chart – This section will include a description of the organization and management structure that will be utilized to perform the services. At a minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignments of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposals is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this request for Proposal.
- F. Vehicle Inventory - Provide a breakdown of the number of vehicles and type of fuel used to be used in the execution of the Contract, including refuse, recycling and yard waste collection. At the minimum, these Vehicles listed shall display the name of the Contractor, a local phone number, and a vehicle identification number which are clearly visible on both sides.
- G. Additional Alternate Proposals (Outside those listed in Section 3.10) – The Village will review an alternative proposal submitted by the Contractor regarding the services to be provided pursuant to this Request for Proposal. In particular, the Village encourages the submission of alternative proposals which reflect creative and technically innovative pricing arrangements, operational approaches, and/or sustainability efforts.
- H. Schedule of Alterations and Deviations – A detailed breakdown of any and all deviations from the RFP document which would be incorporated into the Contractors Service. A worksheet for this is attached in Section 4.
- I. Additional Forms – All forms in Section 4 must be completed as applicable and included in the Proposal for the response to be accepted as valid. **Failure to return all forms will result in automatic rejection of the response.**

2.4 Financial Proposal

- A. Residential Fee Proposal - Required – Describe the firm’s proposed fees for providing the Services as provided in this RFP per month, per household and complete the Pricing Page.
- B. Residential Alternative Service Options Fee Proposal - Optional – Describe the firm’s proposed fees for providing the Residential alternative service options as provided in this RFP and the Alternative Services Pricing Page.

2.5 Contractual Arrangements

The awarded Contractor for residential collection will be required to execute the Contract for the services as set in this RFP for residential collection.

2.6 Proposal Security

Each proposal shall be accompanied by a proposal security, which shall be in the form of certified check or a bank cashier's check in the amount of twenty-five thousand dollars (\$25,000), made payable to the Village of Westchester. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful Contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful Contractors.

2.7 Modifications and Withdrawals

Written modifications of Proposals will be considered only if received prior to the time stated for receipt of Proposals. Contractors may withdraw their Proposals by written request signed by authorized representatives of such Contractors at any time prior to the opening of any Proposal for the Contract. No Proposal shall be withdrawn without the consent of the Village at any time after the opening of any Proposal for the Contract. The withdrawal of a Proposal prior to opening of any Proposal will not prejudice the right of the Contractor to file a new Proposal.

2.8 Minimum Specifications; Deviations

Each specification included in this package describes the services which the Village feels are necessary to meet performance requirements of the Village, and shall be considered the minimum standards expected of the Contractor. The specifications are not intended to exclude potential Contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications.

If the Contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and a justification shall be stated for such deviations. A worksheet for this is attached in Section 4.

If a Contractor does not indicate alternatives to or deviations from the specifications, the Village shall assume that the Contractor shall fully comply with those specifications. The Village shall be the sole and final judge of compliance with the specifications.

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations, and to negotiate the effects and costs of any such alternatives and deviations prior to reaching a decision on the awarding of an Agreement. The Village shall unequivocally be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm, or corporation.

2.9 Basis of Selection

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

- A. The Contractor's plan to provide the Village of Westchester with the services as specified in the RFP.
- B. The Contractor's experience in providing services similar to those described in this request for proposal.
- C. The Contractor's references from at least five (5) municipalities where the Contractor currently holds or held an exclusive contract for a term of at least three (3) years within the last five (5) years. References should be customers.
- D. The Contractor's financial proposal.
- E. The Contractor's process and response time to resolve missed collections and/or other collection issues.
- F. The Contractor's natural disaster/emergency response plan.
- G. The Contractor's proposed Public Education Program.
- H. Any other factors relevant to the Contractor's capacity and willingness to satisfy the Village of Westchester.

The Village of Westchester has the right to reject all proposals.

SECTION 3 – PROPOSED COLLECTION & DISPOSAL PROGRAM REQUIREMENTS

3.1 Scope of Disposal

The Contractor shall furnish at its expense and without liability to the Village, all labor, equipment, vehicles, implements, materials and transportation necessary and proper to load, haul, and dispose of all residential non-hazardous waste and recyclables within the

Corporate Limits of the Village from July 1, 2024 through June 30, 2029. The collection of residential refuse, recyclable, yard waste materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

3.2 Definitions

The following words and phrases, when used in this Contract, shall have the meanings as specified herein

Aluminum Formed Containers/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Bulk Materials: Any items set forth as refuse which are too large to fit into an approved refuse container and which exceed, in total, fifty (50) pounds in weight. Examples include sofas, large tables and chairs, dressers, bookcases, mattresses and box springs, other large household furniture, and large appliances not containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls). "White goods" exceeding fifty (50) pounds in total weight also fit into this category.

Catalog: A book made from either glossy or non-glossy paper stock: which contains an itemized listing of names or articles arranged in orders or classified.

Chipboard (also referred to as paperboard): A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes, and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus like product.

Corrugated Cardboard: A sturdy paperboard consisting of two paper grades, a wavy inner portion and a thick outside lining which is most commonly used for packaging.

Curbside: A position immediately behind the curb and within the parkway used for the collection of refuse, yard waste, and recycling containers.

E-Recyclables: E-Recyclables shall mean any item defined as a "covered electronic device" by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-Recyclables shall include, but not be limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

Excluded Waste: The Hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or

radioactive wastes, each as defined by applicable federal, state, or local laws or regulations.

Hard Landscape Waste: Brown stemmed branches and shrub pruning with large stems or trunks not to exceed four (4) feet in length and two (2) inches in diameter individually, excluding Christmas trees.

High Density Polyethylene (HDPE) #2 Blow Molded Containers: Plastic milk and water jugs, laundry detergent, shampoo, personal care, and other similar blow molded containers used inside the home.

Other High Density Polyethylene (HDPE) #2 Containers: Margarine tubs, baby wipe containers, and other similar molded containers used inside the home.

Household Construction and Demolition Debris: Waste materials from "do it yourself" interior and exterior household construction, remodeling, and repair projects, including, but not limited to, drywall, plywood, paneling, lumber, and other building materials; cabinets; carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks, and similar materials.

Household Garbage: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household refuse, inorganic and incombustible household waste (i.e. cans, metal ware, broken glass, crockery, stoneware, and similar waste resulting from the regular operation of the household) empty cartons and crates, discarded toys, discarded clothing and furniture, and similar materials. Household garbage shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks, and other similar materials.

Juice Boxes: Aseptic cartons consisting of a high grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail: Brochures, advertisements, flyers, post cards, greeting cards, window envelopes, file folders, mailing tubes and other similar correspondences.

LDPE (#4): Low-density polyethylene.

Magazines: Periodical publications made from either glossy or non glossy paper stock.

Mixed Papers: Stationary, computer paper, notebook paper, typing paper, letterhead, index cards, computer cards, bond envelopes, post it notes, and other similar paper products.

Polyethylene Terephthalate (PET#1) Blow Molded Containers: Soft drink, liquor, personal care, and other similar blow molded containers used inside the home.

Other Polyethylene Terephthalate (PET#1) Containers: Plastic plates, trays, cups, and other similar ejection molded containers used inside the home.

Polypropylene (PP#5): Yogurt, cottage cheese and sour cream tubs, syrup bottles, etc.

Polyvinyl/Chloride (PVC #3): Health and beauty aid bottles.

Refuse: All discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Containers: Refuse containers shall include:

Garbage Can: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty four (34) gallons in size. No garbage can shall exceed fifty (50) pounds in weight when filled.

Garbage Bag: A plastic bag of a capacity not to exceed thirty three (33) gallons in size and fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi automated mechanism for collection. All toters must be approved by and/or supplied by The Contractor.

Recyclables: (Also referred to as recyclable materials) Materials which have a useful second life in the economic cycle if they are successfully collected, separated, processed, and marketed for return to the economic mainstream. Recyclable materials shall include post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars, and any other items The Village and The Contractor agree to recycle in the future.

Residential: All single-family, townhome and multi-family accounts receiving curbside collection services.

Soft Landscape Waste: Grass and garden clippings, leaves, pruning of small diameter green stemmed shrubs, weeds, plant materials, etc.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e. paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance that contains CFC or HCFC refrigerant gas, capacitors containing PCBs, mercury switches, or other hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas) humidifiers, dehumidifiers, water heaters, furnaces, and other similar large appliances.

Yard Waste: Hard landscape waste, soft landscape waste and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

Yard Waste Containers: Yard waste containers shall include:

Yard Waste Container: A plastic or galvanized metal can of a capacity not less than four (4) gallons and not to exceed thirty four (34) gallons in size, properly labeled with the words "Yard Waste Only". No can shall exceed fifty (50) pounds in weight when filled.

Toter: A wheeled plastic container with a tight fitting top, not to exceed ninety-six (96) gallons in size, requiring a semi automated mechanism for collection. All toters must be approved by and/or supplied by The Contractor.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed thirty three (33) gallons in size, which will shred and degrade quickly in the composting process.

Bundle: Any material allowed under the definition of "Hard Landscape Waste" such as limbs, branches, or other loose items which do not exceed four (4) feet in length and fifty (50) pounds in weight. Each branch shall not exceed two (2) inches in diameter, with the total diameter of the bundle not to exceed eighteen (18) inches.

3.3 Examination of Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the refuse, recycling and yard waste collection services as specified in this RFP. This includes, but is not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and other factors that

would affect the execution and/or completion of the services covered by the specifications in this RFP.

3.4 Point of Collection

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

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

3.5 Requirements Applicable to All Services

A. Hours – No refuse, recyclable materials and yard waste pickups shall be collected prior to 7:00 a.m. for residential accounts or in areas that are adjacent to residential areas nor later than 6:00 p.m. The Village, at its sole discretion, may allow the Contractor to alter the starting and/or ending times due to unique circumstances, such as inclement weather. In said events the Contractor shall furnish all vehicles and personnel necessary to complete the routes within a reasonable amount of time on the same collection day. The Contractor's crews will diligently work with as little noise, disturbance, and disruption to residents as possible. The Contractor shall provide specified services on the scheduled day each week for each service area except for recognized holidays or acts of God, when service will be delayed one day.

B. Holidays – No refuse, recycling or yard waste collection shall be provided by the Contractor on:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Refuse, recycling and yard waste collection services shall be delayed one day after the recognized holiday. The Contractor shall give notice of the rescheduling of collections due to a holiday and shall include; the date and time the rescheduled collection(s) will occur, and the date and time the normal collection will resume.

C. Standards of Collection – The Contractor shall not allow garbage, refuse, recyclable materials or landscape waste to scatter nor spread as a result of the Contractor's service provided within the Village. Any garbage, refuse, recyclable materials or landscape waste spilled on the yard or street shall be picked up prior to leaving the site of collection. The Contractor shall carry on each collection vehicle not less than

one broom and shovel to clean up any garbage, refuse, recyclable materials, or landscape waste spilled. The Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents. All containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition, except that containers shall not be placed in the middle of driveways, in driveway aprons or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. Any acceptable containers, which have been substantially damaged through the fault of the Contractor, shall be replaced by the Contractor with containers of like kind and quality as those damaged. The services to be rendered by the Contractor herein shall be performed in an orderly, efficient and workmanlike manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns or similar hindrances, all to the reasonable satisfaction of the Village. All property which suffers damage caused by the Contractor, including, but not limited to sod, mailboxes, or gardens, shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. The Contractor shall repair or replace, at its expense, containers damaged as a result of its handling thereof, reasonable wear and tear as accepted. The Contractor shall replace lids or covers on containers immediately after emptying.

- D. Reporting – The Contractor shall prepare and submit to the Village and to the West Cook County Solid Waste Agency, Illinois, reports detailing solid waste disposal, recycling and landscape waste collection activities for the previous month, including without limitation, recycling participation rate, the amount of solid waste, recyclables or landscape waste collected. Reports shall be submitted monthly.
- E. Notice of Services – The Contractor, at its expense, shall be required to develop, print and distribute to all residential customers, and all new customers a brochure establishing regular service throughout the Contract period, a brochure approved by the Village explaining the solid waste and recycling programs covered under this Request for Proposals. The brochure will include a method for residents to change their refuse service. The brochure shall be updated, presented to the Village Board, and distributed annually, or when there is a change in the service or programs provided, or as directed by the Village. Annual distribution shall take place at least fourteen (14) days prior to the commencement of the new calendar year.
- F. Contract – The Contractor shall execute a contract for services as exhibited in this Proposal.

3.6 Contractor Requirements

- 1. The Contractor shall have available for use throughout the contract term an Illinois Environmental Protection Agency (IEPA) or the Wisconsin Department of Natural Resources (WDNR) permitted site for the disposal of all Municipal Waste under this Agreement. The Contractor must request approval from the Village in any change in waste disposal location.

2. In the event that any of the Contractor's employees is deemed by the Village to be unfit or unsuitable to perform the services required under the terms of this proposal, then, upon request of the Village the Contractor shall remove such employee from work within the Village and replace him/her with a suitable and competent employee.
3. The Contractor shall maintain an office and toll-free telephone, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for pickup of said waste within 24 hours after the complaint is received. The Contractor shall report weekly to the Village the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the Village for inspection at any reasonable time.
4. The Contractor shall designate in writing a minimum of two persons to serve as agents for the Contractor and liaison between their organization and the Village.
5. The Contractor shall comply with all applicable laws, ordinances, rules and regulations of any Federal agency or of the State of Illinois, County of Cook, and Village relating to the services required under the terms of this proposal, use of premises and public places and safety of persons and property.
6. The Contractor who is awarded the contract shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of all dwelling units to be serviced under the terms of the agreement. Annually the Contractor must provide account of the number of homes receiving service. This number must be provided at the anniversary date of the contract. The Village shall review the count.

3.7 Residential Refuse Collection Program Description

- A. General Service Requirements – The Contractor is required to provide refuse collection once each week, except as otherwise provided, from every residence in the Village without regard to the number of refuse containers and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Proposal and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village's pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract. The Contractor shall collect unlimited amounts of Municipal Solid Waste in recognized Refuse Containers or freestanding, as provided. Residents may also place one bulk item, such as but not limited to a mattress, couch, or piano, per week and one White

Good per week on collection day at no additional charge. White goods shall be recycled for the scrap metal content of the item or recycled in such a manner as technology shall allow.

- B. Refuse Receptacles – The Contractor will provide, at its own expense, the use of one (1) approximately 96-gallon refuse toter (receptacle with a lid and wheels) for each Residential customer no later than July 1, 2024. Residents will have the option to request other sizing (35-gallon or 65-gallon, or equivalent) if so desired at no additional fee. The toter will remain the property of the Contractor and the Contractor will be responsible for replacement of toters that become worn or damaged through normal usage. Toters that are recorded as stolen will also be replaced at no charge following the customer filling a police report. Residents shall have the option of renting additional waste toters at a cost per-month, per toter fee as established by the Contractor. Only after the toter has been fully utilized may the customer be permitted to put an unlimited number of refuse receptacles curbside for collection. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, and is not to exceed fifty (50) pounds in weight per can or bag. Refuse too large to be containerized not exceeding fifty (50) pounds shall be collected by the Contractor if it is stacked neatly alongside of refuse containers on regular refuse collection days.
- C. Improperly Prepared Refuse – The Contractor shall provide a tagging system for Refuse that is not collected. The tagging system shall provide a simple explanation as to why the Refuse materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, or some combination thereof. Refuse materials that are rejected shall be returned to the point of collection and shall not be left on the street.
- D. Special Pickups – The Contractor shall offer a special curbside collection and disposal service or other services as described below (hereinafter “Special Service Collection”) for unlimited quantities of acceptable waste agreed upon by the Contractor and the Village. Such Special Service Collection shall be by advance arrangement with the Contractor at the customer’s request. Such items shall include, but are not limited to auto parts, large amounts of building materials (including lumber, structural steel, concrete, bricks and stones). The Contractor shall provide a customer with an estimate of the cost of a special pick-up service. The cost of such service shall be agreed to by the customer and the Contractor prior to rendering the service. Special pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer. The customer shall make payment for any Special Service Collection directly to the Contractor, and the billing and collection of such fees shall be the sole responsibility of the Contractor. The Contractor shall also, at the request of the Village, collect quantities of Acceptable Waste left at the curb without proper preparation in unusual circumstances, i.e., evictions or emergencies, and shall bill the property owner for such costs.

The Contractor shall also offer dumpster rental and pick-up service for residents with household remodeling and repair projects that generate large quantities of construction and demolition debris that cannot be easily picked up at the curbside. The terms of, as well as charges and payment for this Special Service Collection shall be arranged solely between the Contractor and the resident.

- E. Construction Material – The Contractor will pick up small amounts of construction material that is in proper containers, weighing less than fifty (50) pounds or bundled into four (4) foot bundles not exceeding the fifty (50) pounds, and secured on both sides. This material will be picked up at no additional charge to the customer. In the event that construction materials exceed the aforementioned specifications, the Contractor shall pickup material up to the acceptable amounts and provide the customer a notification tag on the remaining excess material describing the reason for no pickup.
- F. Christmas Tree Pickup – The Contractor shall provide a special collection for Christmas trees on the regular pickup days for a two-week period in early January, which will be rescheduled and/or extended as needed in the event that inclement weather prohibits the ability to collect. The exact dates shall be mutually determined by the Contractor and The Village. The Contractor agrees to perform this annual service at no charge to the Village residents.
- G. Additional Service – On request, the Contractor shall provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment) for the actual cost to the Contractor of removal of such materials, but in no event shall the Contractor be required to collect such materials for excavating and other construction Contractors.

3.8 Residential Recycling Collection Program Description

- A. General Service Requirements – The Contractor is required to provide commingled recyclables collection once each week, except as otherwise provided, on the same day as refuse collection, from every residence in the Village without regard to the number of recycling containers and recycle of the same in an environmentally safe and responsible manner in accordance with the provisions of this Proposal and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village's pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract. The Contractor shall collect unlimited amounts of Municipal Solid Waste in recognized Recycling Containers, as provided.
- B. Minimum Recyclable Materials to be Collected – The Village and its residents shall be able to combine all acceptable Recyclables in the same toter. Acceptable

Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown biodegradable paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars.

- C. Recycling Receptacles – The Contractor will provide, at its own expense, the use of one (1) 96-gallon recycling toter (receptacle with a lid and wheels) for each Residential customer no later than July 1, 2024. Residents will have the option to request other sizing (35-gallon or 65-gallon, or equivalent) if so desired at no additional fee. The Contractor shall maintain ownership of these toters and will be responsible for delivery as well as maintenance and/or replacement of the toter if the toters are damaged through normal wear and tear, or are stolen. If a toter is stolen, a police report shall be required as proof of theft prior to the replacement of the toter at no cost to the resident. Residents shall have the option of renting additional recycling toters at a cost per-month, per toter fee as established by the Contractor. Only after the toter has been fully utilized may the customer be permitted to put an unlimited number of recycling receptacles curbside for collection. This material must be properly contained in metal or plastic cans (equipped with a lid and handles) or bags, so long as the capacities of the containers are between four (4) and 34 gallons and do not exceed fifty (50) pounds in weight per can.
- D. Recyclable Material Disposition – The Contractor shall transport all recyclable material to a disclosed recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all recyclable material processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.
- E. Improperly Prepared Recyclables – The Contractor shall provide a tagging system for Recyclables that are not collected. The tagging system shall provide a simple explanation as to why the Recyclable materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, materials not accepted in program, acceptable waste and/or yard waste mixed with Recyclables, or some combination thereof. Recyclable materials that are rejected shall be returned to the toter or acceptable container and shall not be left on the street or parkway.

3.9 Residential Yard Waste Collection Program Description

- A. Yard Waste Season – The Contractor shall collect yard waste during the designated yard waste season which shall be April 1 through the first two full weeks of December.
- B. General Service – The Contractor is required to provide yard waste collection once each week, except as otherwise provided, on the same day as refuse collection, from every residence in the Village without regard to the number of receptacles and/or bundles and dispose of the same in an environmentally safe and responsible manner in accordance with the provisions of this Proposal and in compliance with all Federal, State, County and Local laws, ordinances, and regulations, including, but not limited to, the ordinances of the Village. The Contractor will adhere to the Village's pre-established weekly collection schedule, which shall remain consistent throughout the life of the contract. The Contractor shall collect unlimited amounts of Yard Waste in recognized Yard Waste Containers, bags, or bundles, as provided. Bundles shall be secured with biodegradable twine or string and shall not exceed four (4) feet in length, two (2) feet in diameter, or fifty (50) pounds in weight, and bundles shall not contain individual branches greater than two (2) inches in diameter.
- C. Yard Waste Receptacles – Currently, yard waste totes are not provided by the Contractor. Residents utilize:
 - a. Waste Container: A can with handles clearly identified by the Residential Unit as being for Yard Waste, that is no larger than 32 gallons and 50 lbs.
 - b. Paper Bag: A biodegradable paper bag, that is no larger than 32 gallons and 50 pounds, which will shred and degrade quickly in the composting process.

The Contractor shall provide upon request to all Residential accounts receiving curbside yard waste collection services a 96-gallon wheeled tote for an additional monthly collection charge listed in the Pricing Page. The Contractor is encouraged to provide pricing for additional tote sizes for this service.
- D. Yard Waste Disposal – The Contractor shall transport all yard waste materials to a disclosed yard waste composting site which meets the requirements of the specifications and provisions of all applicable laws. Disposal options include IEPA or WDNR permitted landscape waste composting facilities or under a land application permit. The Contractor must notify the Village and the Village must approve a change in the disposal location.
- E. Improperly Prepared Yard Waste – The Contractor shall provide a tagging system for yard waste materials not collected. The tagging system shall provide a simple explanation as to why the yard waste materials were not picked up, including, but not limited to, the following: contaminants, improper preparation, acceptable waste and/or yard waste mixed, improper size, or some combination thereof.

3.10 Alternate Service Options

1. Annual Spring Clean-up Program – The Contractor is requested to provide an alternate proposal and pricing for providing an Annual Spring Cleanup Program as an addition. The program is to take place during the month of April, during a week that is mutually satisfactory to the Village and Contractor. There will be no regular waste collection charge during this special event. This service will provide for the curbside collection and disposal of regular weekly collection, yard waste, and large and bulky items, including, but not limited to:
 - a. Tree limbs, branches, and similar yard waste in bundles in 4-foot lengths by 2-foot in height, bound with rope or twine;
 - b. Household furniture;
 - c. Disassembled swing-sets and playground equipment; metal and wood; in pieces weighing less than 50 pounds each and in segments no more than 4 feet in length and 2 feet in diameter;
 - d. Carpet rolls up to 4 feet in length, 2 feet in diameter and up to 50 pounds in weight;
 - e. Do-it-yourself home improvement materials (wood; drywall; paneling) provided that individual items are no longer than 4 feet in length, 2 feet in width and up to 50 pounds in weight.
 - f. Bulk items too large for a waste container or bag, e.g. toys, crates

Please provide cost proposal as listed in the Alternate Service Pricing Page

2. Curbside Electronic Waste Collection – The Contractor is requested to provide an alternate proposal and pricing for providing Residential curbside collection of Electronics Recycling (“E-Recyclables”) as an addition. The Contractor is encouraged to provide multiple service options including, but not limited to on-demand, weekly or quarterly collections. Please provide cost proposal on a Village-wide and individual resident basis as listed in the Alternate Service Pricing Page.
3. Curbside Hazardous Waste Collection - The Contractor is requested to provide an alternate proposal and pricing for residential curbside hazardous waste collection as an addition. The Contractor is encouraged to propose multiple options including, but not limited to on-demand or quarterly collections. Please provide cost proposal on a Village-wide and individual resident basis as listed in the Alternate Service Pricing Page. General items accepted include: fertilizers, pesticides, batteries, pool chemicals, paint related materials, thermometers, aerosol cans, household cleaners, automotive products and tires.

4. Curbside Compost/Organics Collection – The Contractor is requested to provide an alternate proposal and pricing for residential curbside compost/organics collection as an addition. The collection shall occur once per week on regularly scheduled collection days during the assigned yard waste season. Residential accounts are permitted to place yard waste, along with clean food scraps, in a supplied and rented yard waste toter from the Contractor for composting. Acceptable food scrap items that may be added to the yard waste toter in this program include: fruits and vegetables, dairy and eggs including egg shells, but not liquids; breads, grains, pasta and cereal; coffee grounds and filters; teabags; paper products and may include paper towels, napkins, and tissues. Items not accepted in the program include: meat, poultry and seafood; bones and shells; fats, great and oil; liquids; packaging; paper plates, and any other service ware; plastics, Styrofoam, glass, metal, diapers, and pet waste. Please provide cost proposal on an individual resident basis as listed in the Alternate Service Pricing Page

3.11 General Requirements

- A. Municipal Facilities – The Contractor will provide the services hereinabove described, at all Village-owned and maintained facilities, including the collection and recycling of mixed office paper and other recyclables at no charge to the Village. The Contractor shall provide service and receptacles as needed for amount of waste generated for the below locations. The Village reserves the right, at its sole discretion, to add or remove any Village location identified in this Section from collection services as well as to change the size of containers and frequency of collection at no additional charge. The Village shall notify the Contractor in writing of any such changes. The Contractor shall provide for the collection and proper disposal/recycling of compact fluorescent light bulbs (CFLs) and household batteries at one Village building designated by the Village. The location of the designated building may be changed by the Village from time to time upon notice to the Contractor.
 - a. Westchester Village Hall located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly
 - b. Westchester Police Station located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse, serviced weekly
 - c. Westchester Public Works Garage located at 10300 W Roosevelt Road – One (1) 2-yard container for refuse
 - d. Fire Station 25 located at 10240 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly
 - e. Fire Station 26 located at 10760 W Cermak Rd – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly

- f. Crestwood Pumping Station located at 10307 Crestwood Ln – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly
- B. Roll-off Credit – The Contractor will provide the Village with an annual \$25,000.00 credit to use exclusively for roll-off services. This will allow the Village to use any size roll-off container for any project and apply the cost to the credit.
- C. Solar Compactors – The Contractor will provide and regularly service five (5) solar compactors at the below locations.
 - a. 10300 W Roosevelt Rd
 - b. Route 45 & Balmoral Ave
 - c. Route 45 & Canterbury St
 - d. Route 45 & Cermak Rd
 - e. Westchester Blvd & Canterbury St
- D. Special Events – The Village currently receives as needed refuse and recycling collection services and provision of portable restrooms and hand washing stations for events designated by the Village. It is the intent of the Village to sustain the current level of service provided to Village festivals and special events on an on-call basis at no charge to the Village, picked up the day following the last scheduled day of the event, for up to five (5) community events annually, one of which takes place over the course of two days, with up to 1,000 attendees at each event.
- E. Community Contributions – Presently, the Village’s Contractor provides various annual grants and contributions. It is the intention of the Village to continue such agreements. The Village is seeking the following:
 - a. An annual grant of \$15,000.00 to the Village to support the Village’s recycling center.
 - b. An annual contribution of \$15,000.00 to the Westchester Community Events Foundation to support local events.
 - c. An annual contribution of \$2,000.00 to the Village to support the Village’s Ecological Commission’s educational outreach efforts and events.

The application of these agreements is decided by the Corporate Authorities of the Village at their legislative discretion. Proposers are encouraged to list alternate options that meet or exceed the level of service provided by the aforementioned contributions.

- F. Natural Disaster/Emergency Clean-Up Services – In the event of a disaster, as declared by the Village President, the Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. The Contractor will be responsible for servicing the Village in a timely manner, within one week of the disaster.

Currently, The Village's Contractor provides a disposal of 250 tons of natural disaster debris per year of the contract term at no charge. Unused tonnage may carry over from one year to the next with a maximum of 500 tons in any given year. The Village is responsible for the haul charge to the Cicero transfer station. It is the intention of the Village to continue this agreement. Proposers are encouraged to list alternate options that meet or exceed the level of service provided by the aforementioned contributions.

If at any time an agreement cannot be reached between the Contractor and the Village as it relates to natural disaster/emergency clean-up services, the Village will be able to pursue the necessary services from another company.

- G. Vehicles – The Contractor shall maintain a fleet of vehicles as necessary to properly perform the Work. The Contractor shall furnish a list of vehicles to the Village upon demand. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number which shall be clearly visible on both sides. All vehicles shall be maintained in good working order and appearance, free from rust, and shall be clean at the start of each collection day. No vehicle shall be operated on Village streets which leaks any fluids from the engine or compaction mechanism. In the event that any vehicle is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein.

Vehicles shall be fully enclosed, leak proof, and operated in such a way that no refuse, recyclables, or yard waste can leak, spill or blow off a vehicle. The Contractor shall be responsible for the immediate collection and cleanup of any litter that is caused by the failure to properly secure materials. Should any refuse, recyclables, or yard waste leak, spill or blow off a vehicle due to the vehicle operator's failure to properly monitor the load or to close opening, or due to failure of any mechanism, the Contractor shall be responsible for collecting or cleaning up such litter or fluids. If such litter or fluids are not cleaned up after notice (verbal or written) from the Village, the Village may clean up same, and the Village may bill the cost to the Contractor for services rendered. Drain plugs, if available, shall be kept closed except during collections in rainy weather.

Vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics by its vehicle operators and crew members while on duty or in the course of performing their duties under the terms of the franchise contract. The Village reserves

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

- H. No Strike Guarantee – The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under any contract. It is expressly agreed that in no event shall the Village be liable or responsible to the Contractor, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.
- I. Service Implementation – All aspects of the refuse, recycling and yard waste collection service selected by the Village must be implemented by July 1, 2024.

3.12 Compensation

- A. Residential Rates – The Contractor agrees to provide, for the term of the contract, Residential refuse, recycling and yard waste collection as provided in the specifications of this RFP. The Contractor will provide their proposed rates on the proposal worksheets identified in Section 4.
- B. Collection of Charges – The Contractor will submit monthly invoices to the Village and the Village shall have thirty (30) days from the invoice date to remit payment in full. Payment by Village shall be made by check or wire transfer or ACH debit.
- C. Senior Discount – Currently, Senior citizens 65 years of age or older receive a 10% per month discount. It is the intent of the Village to continue the provision of senior discounted services provided the Contractor receives all needed documentation and proof of qualifications from senior residents. The Village encourages the Contractor to attach any alternatives to this RFP for senior discounted services in addition to completing the rates outlined in the Pricing Page.
- D. Annual Price Adjustment – The cost of refuse, recycling and yard waste collection shall be amended annually in accordance with section 1.3 of this RFP. The price changes shall be effective on July 1 of each year of the contract.
- E. Taxes – The Village is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the successful Contractor, if necessary. The Village will not reimburse, nor assist the successful Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid by the successful Contractor. The successful Contractor shall be required to reimburse the Village for any such taxes paid. All prices stated in Contractor's Proposals shall include any other applicable taxes.

- F. Refunds at Time of Cancellation – The Contractor shall provide all accounts that have a positive balance at the time of cancellation a refund of the prorated, unused portion of the balance.
- G. Right to Audit – The Village reserves the right to audit the Contractor’s records as follows:
1. The Village shall have the authority to review and audit all records and receipts of The Contractor regarding this contract. The Contractor shall be given ten (10) calendar days’ notice of the review or audit.
 2. The Contractor shall keep maintain complete and accurate books, records and accounts in such a manner as will readily facilitate the assessment of the Contractor’s billing, collecting, and recycling activities in the Village.

3.13 Public Awareness

- A. Holiday Notification – The Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of the contract.
- B. Maintain Schedule of Pickup – The Contractor shall continue to pick up Residential refuse throughout the Village on the same day of the week as proposed on Appendix A of this RFP during the term of the contract (the “Schedule”). The Schedule shall not be changed without the consent of the Village nor without giving a minimum of thirty (30) days written notice to all affected residents.
- C. Public Education Program – The Contractor shall develop a Public Education Program to educate residents about the service it provides. The Contractor shall create, supply and maintain throughout the term of the contract educational materials including but not limited to an annual informational brochure, magnets and/or stickers to the Village for distribution to residents. The materials should inform residents of the aspects included in the refuse, recycling and yard waste collection services. The Contractor and Village shall mutually agree upon the contents of the informational materials. The Contractor shall provide for the preparation, printing and mailing/delivery costs of all consumer education materials. For the duration of the contract, The Contractor shall, upon request of the Village, make personnel available for appearances at meetings and other gatherings to explain the collection program.
- D. Mobile Applications and Online Services – The Contractor shall provide the Village informational materials and examples of any applicable mobile application(s) and online services offered by the Contractor for purposes including, but not limited to, service requests and complaints for Westchester customers attached to this RFP.
- E. Improperly Prepared Materials Notifications – The Contractor shall implement a public information program whereby the Contractor’s employees will leave

notification on materials that are improperly prepared for collection which indicates the reason the material was rejected. Examples of this type of material should be provided with the RFP submittal.

3.14 Reporting Requirements

A. The Contractor shall provide The Village with the following reports:

- a. Complaints – A weekly report of all complaints, the dates and times of such complaints, and the corrective action taken by the Contractor with respect to each complaint.
- b. Refuse – A monthly report on the status of the refuse collection program, including an account of the total weight and cubic yardage of refuse collected each month and the disposition of same.
- b. Recycling – A monthly report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the total weight and volume of recyclable materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.
- d. Yard Waste – A monthly report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with program implementation.

B. Missed Collections and Complaint Response – The Contractor shall maintain an office equipped with sufficient toll-free telephones, internet and personnel to provide prompt, courteous and efficient service office for the receipt of service calls or complaints, and shall be available for such calls on all working days from 8:00 a.m. to 5:00 p.m. Additionally, the Village requests the Contractor to assign unique account numbers to each Residential unit to facilitate the reporting of issues. The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the Contractor shall immediately investigate; and if verified, shall arrange for pickup of said waste within 24 hours after the complaint is received. In the event of valid complaints for other incident, including, but not limited to, breakage of glass during collection or recyclables items or refuse, recyclables and/or yard waste dropped during collection; and the like are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within 24 hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day. The Contractor and the Village agree to jointly establish reasonable administrative regulation for the investigation and resolution of alleged missed

collections. The Contractor shall report weekly to the Village the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to The Village for inspection at any reasonable time.

- C. Contact – The Contractor shall notify the Village in writing of its designated contact person(s) to handle any issues relative to the contract as well as any complaints received by the Village regarding the refuse, recycling and yard waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with Village personnel to resolve problems. In addition, a telephone number by which The Contractor may be reached after regular hours shall be provided to the Village for use by Village personnel.

3.15 General Provisions

- A. Compliance with Laws – The Contractor shall covenant and agree to comply at all times with all laws, ordinances, and regulations of the Village of Westchester, the County of Cook, the State of Illinois, and the United States, in the performance of Service under the Agreement, including, but not limited to environmental laws and regulations.
- B. Adherence to Schedule – The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination. The Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its Contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the refuse, recyclable material, and yard waste by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.
- C. Failure to Perform – Insolvency – Non-Assignability
 - a. Failure to Perform – In the event the Contractor in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein for any one (1) week:
 - 1. The Contractor shall give immediate notice to the Village of such failure in writing stating therein the reasons for such failure;
 - 2. The Village may then proceed with the work itself or cause such work to be undertaken by a third party, and the Village shall have the right to bill the

Contractor for all costs incurred by it by reason of such failure of the Contractor to perform;

3. At the election of the Village, the Contractor shall pay said costs to the Village, or shall allow the Village for past services rendered which may be due and owing.
4. In the event that any failure or alleged failure on the part of the Contractor to collect the material herein provided to be collected and disposed of by The Contractor shall continue for a period of ten (10) days following written notice of such failure, and provided such failure shall not be due to strikes, catastrophe, acts of God, or other causes beyond the Contractor's reasonable control, then the Village, at their option, may continue to proceed according to the steps set forth above, or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the Contractor's performance bond or pursue such other remedies as may be available to the Village by law.
5. In the event Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the Village upon fifteen (15) days written notice to Contractor and in no event shall the contract be, or be treated as, an asset of Contractor after the exercise of said option.
6. The contract is not assignable by Contractor, either voluntarily or involuntarily, or by process of law, without the prior written consent of the Village, and shall not be or come under the control of creditors, or a trustee, or trustees of Contractor in case of bankruptcy, or insolvency of Contractor, but shall be subject to termination as above provided.

D. Equal Employment Opportunity – During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability in accordance with the Commission's Rules and Regulations for Public Contract(s) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for

each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
 4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of The Contractor's obligations under the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be re-requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- E. Prevailing Wage – This contract is subject to “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, Village or any public body or any political subdivision or by anyone under contract for public works,” approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The “prevailing rate of wages” will be used for work done under this contract, and the following conditions will be required:
1. Not less than the prevailing rate of wage as found by the Village or the Department of Labor or determined by a court on review shall be paid to all

laborers, workers, and mechanics performing work under this contract. These prevailing wages can be found on the Department of Labor's website at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>.

2. The Contractor and each Subcontractor shall keep accurate record showing names and occupations of all laborers, mechanics and workers employed by them on this contract, and also showing the actual hourly wage paid to each such person.
3. The submission by the Contractor and each Subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each Subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
4. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

F. Bonds and Insurance

- a. Performance Bond – At the time of execution of the contract the Contractor shall furnish the required Performance Bond with corporate surety acceptable to the Village in the penal sum of the value of the higher of the five years of the contract, or \$1,000,000 to be kept in force for the period of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor. The surety on said bond shall have at least an A- financial rating in the most recent edition of Best's Insurance Reports, registered to do business in Illinois. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided in paragraph C of this section below.
- b. Insurance – The successful Contractor will be required to furnish at Contractor's sole cost original certificates of insurance upon award of the contract. Each Contractor's Proposal must be accompanied by a letter from an insurance carrier or its agent, acceptable to the Village which has an AM Best's rating of not less than "A-" and a classification of "VIII" or better, certifying that said insurer has read the requirements set forth in this section and will issue the required certificates of insurance upon award of the contract to Contractor. Throughout the term of this Contract and any renewal thereof the Contractor agrees, at a minimum, to carry and maintain in effect insurance as follows:
- c. Workman's Compensation – The Contractor shall carry in a company authorized under the laws of the State of Illinois a policy to protect itself against liability

under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.

- d. Motor Vehicle Liability Insurance – The Contractor shall carry in its own name a policy under a comprehensive form to insure the entire motor vehicle liability for its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name The Village as additional insured as respects the operation of vehicles owned or operated by the Contractor.
- e. General Liability – The Contractor shall carry in its own name a comprehensive liability policy for its operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village shall be named as additional insureds on this policy. Insurance policies with exemptions for environmental liability will not be accepted.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to The Village. The Contractor shall furnish the Village with certificates evidencing that the insurance provided for herein is maintained by the Contractor within seven (7) days of the date of any request by the Village.

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

- G. Indemnification – The Contractor shall indemnify and hold harmless the Village against any and all damages to property, public or private, or injury or death of any person or persons, including property and employees, agents, or invitees of the Village and shall defend, indemnify and save harmless the Village from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and attorney fees, in any way resulting from or arising out of Contractor's performance under the terms of this Proposal and/or the operations in connection herewith, including operations of subcontractors and actions or omissions of employees or agents of Contractor or its Contractors. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless" agreement.

It is expressly agreed that in no event shall the Village be liable or responsible to The Contractor, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the Contractor, or from, or by account of, any delay from any cause whatsoever.

- H. Permits, Licenses, and Additional Requirements – The Contractor at all times shall maintain access to disposal facilities approved by IEPA, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the Services, all in accordance with the specifications and provisions contained in the Contract. The Contractor shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of the Contractor to determine the applicable licenses, permits, and other authorizations.
- I. Right of Inspection – The Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives waste from the Village as a result of the Contract.
- J. Independent Contractor Not Employed – The Contractor is and shall be considered as an independent Contractor and neither the Contractor nor its employees are or are to be considered as employees or servants of the Village.
- K. Disputes – The Contractor's performance of the work under this Proposal shall be observed and monitored by the Village. Should the Village determine during the life of the Contract that the Contractor has not performed satisfactorily, the Contractor, upon notification from the Village, shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the Village. The failure of the Village to give such notification shall not relieve the Contractor of his/her obligation to perform the work at the time and in the manner specified. The Contractor agrees to resolve all disputes received by noon of the receiving day within the same day. Disputes received after noon, shall be resolved by noon the following day. Where any dispute arises between a customer and the Contractor as to the manner of placing waste or the nature of the contents or the like, the Contractor agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the Contractor will immediately report the controversy to the Village for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and Contractor's employees. To prevent misunderstandings and litigation, the Village shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of the performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor. The Village will determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the Village and the Contractor and shall be issued in writing to the Contractor. The Village shall make such explanation as may be necessary to complete, explain or make definitive the provisions of the contract, and their findings and conclusions, when issued in writing to The Contractor, shall be final and binding upon both the Village and the Contractor.

- L. Change in Service – If the Village should wish to change the type or scope of service provided during the term of the franchise contract, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

SECTION 4 – FORMS

The following forms, in addition to the content requirements mentioned in Section 2, **MUST** be completed for the Proposal to be accepted as valid. Below is a checklist to ensure all of the required forms are filled out and will be returned with the proposal.

PROPOSAL SUBMISSION CHECKLIST

- ☐ Signature Page
- ☐ Bid Bond
- ☐ Contractor's Qualifications Statement
- ☐ Non-Collusion Affidavit
- ☐ Pricing Page
- ☐ Alternate Pricing Page
- ☐ Proposal (provided by Contractor)
- ☐ Alternate Proposal (if applicable, provided by Contractor)
- ☐ Schedule of Alterations and Deviations

SIGNATURE PAGE

**Village of Westchester
Refuse, Recycling, & Yard Waste Collection**

Date: _____

To: The Village of Westchester (VILLAGE)

The Undersigned having examined the specifications of the Proposed Collection and Disposal Program Requirements and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services to furnish the requirements for in the RFP, for the prices stated on the proposal.

The undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent, or made in the interest of or on the behalf of any person, firm, or corporation not herein named, and that the undersigned has not, directly or indirectly, inducted or solicited any Respondent to submit a sham proposal or any other person, firm, or corporation form proposals and that the undersigned has not, in any manner, sought by collusion to secure for their self any advantage over any other Respondent.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the Contract and to execute and deliver the Contract Document, including the required Certificate of Insurance and Performance Bond to the **VILLAGE** in accordance with all the terms of this solicitation.

In submitting this proposal, it is understood that the **VILLAGE** reserves the right to reject any and all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of ninety (90) days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the **VILLAGE**.

Company Name: _____

Address: _____

Name: _____

Signature: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

TRADING AND DOING BUSINESS AS (CHECK ONE):

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ CORPORATION

Federal ID # _____ or Social Security # _____

Date: _____

BID BOND

Project: Solid Waste & Recycling Collection & Disposal Services

Owner: Village of Westchester, 10300 W Roosevelt Rd, Westchester, IL 60154

All interested Bidders shall provide a Bid Bond in the amount of \$25,000.

Bidder: (Name & Address)

Surety: (Name and Address of Principal Place of Business)

Bond:

Bond Number: _____

Date: _____

Penal Sum: _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, and successors, and assigns to pay the Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible, and responsive bidder as determined by the Owner for the Work required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible, and responsive bidder, and Owner does not abandon the Project, the Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds or certificates of insurance required by the Bidding Documents and Contract Documents.
3. This obligations shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents or any extension agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds or certificates of insurance required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing, by the Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 90 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state of South Carolina.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable state, then the provision of said state shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING
EXPERIENCE AND THE FINANCIAL ABILITY OF**

NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

DATE: _____

Submitted for the purpose of presenting and submitting a proposal for solid waste, recyclable, and yard waste collection and disposal in the Village of Westchester, Illinois for a period of sixty (60) months.

Explanatory

This questionnaire is to be completed by the Contractors desirous of submitting proposals in connection with solid waste, recyclable, and yard waste collection and disposal in the Village of Westchester.

Each and every question contained herein must be answered by giving specific, definite, and detailed information. An answer must not be evasive, indefinite, or general.

Qualifications of Respondents: After the proposal opening, the **VILLAGE** may make such investigations as it deems necessary to determine the ability of the respondents to perform the work, and the respondents shall furnish to the **VILLAGE** all such information as the **VILLAGE** may request. The **VILLAGE** reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the **VILLAGE** that such respondent is properly qualified and responsible to carry out the obligation of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not sufficient the Contractor should include additional sheets.

1. How many years has your organization been in business as a contractor under your present name? _____
2. In what municipalities, or for what major clients have you provided service during the past five (5) years?

3. Have you ever failed to complete any work awarded to you within the last five (5) years?

[☐] YES* [☐] NO

* If so, when, where, and why? _____

4. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name within the last five (5) years?

[☐] YES* [☐] NO

* If so, when, where, and why? _____

5. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract handled in his own name within the last five (5) years?

[☐] YES* [☐] NO

* If so, when, where, and why? _____

6. Have liens or lawsuits of any kind been filed against any of your contracts within the last five (5) years?

[☐] YES* [☐] NO

* If so, when, where, and why? _____

7. If a corporation, state:

a. Date when organized? _____

b. Under the laws of what state organized? _____

c. Names and titles of officers:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

8. List Surety and Bonding Companies which have heretofore bonded you (within the last five years. (Please list name, address, and telephone number of company and amount of bond for the same.)

_____	\$ _____

_____	\$ _____

_____	\$ _____

_____	\$ _____

_____	\$ _____

_____	\$ _____

9. List any municipal waste collection and/or recyclables collection contracts which your organization has completed in the past three (3) years or for which you are currently providing service. (Add extra sheets as needed)

Municipality: _____

Approximate population served by you in said municipality: _____

Terms of Contract: From _____ To _____

Were Collections Curbside? [☐] YES [☐] NO

Contact person for municipality: _____

Address: _____

Phone: _____

Municipality: _____

Approximate population served by you in said municipality: _____

Terms of Contract: From _____ To _____

Were Collections Curbside? [☐] YES [☐] NO

Contact person for municipality: _____

Address: _____

Phone: _____

Municipality: _____

Approximate population served by you in said municipality: _____

Terms of Contract: From _____ To _____

Were Collections Curbside? [☐] YES [☐] NO

Contact person for municipality: _____

Address: _____

Phone: _____

Municipality: _____
Approximate population served by you in said municipality: _____

Terms of Contract: From _____ To _____

Were Collections Curbside? [☐] YES [☐] NO

Contact person for municipality: _____

Address: _____

Phone: _____

Municipality: _____
Approximate population served by you in said municipality: _____

Terms of Contract: From _____ To _____

Were Collections Curbside? [☐] YES [☐] NO

Contact person for municipality: _____

Address: _____

Phone: _____

10. State the financial ability of your company to perform and finance this work if awarded the contract: _____
- _____
- _____
- _____

11. Who will supervise the work if the contract is awarded to your company? Please list name, title, and years of experience in the solid waste field.

Name: _____

Title: _____

Years of Experience: _____

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then the proposal will be subject to rejection by the Village of Westchester

Signed: _____

Title: _____

SWORN to before me this

_____ day of _____, 2024.

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of Illinois

I state that I am _____ of the _____
(Name) (Name of firm or corporation)
_____ and that I am authorized to make this affidavit on behalf
on my firm, and its owners, directors, and officers. I am the person responsible in my firm for
the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, respondent, or potential respondent.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a respondent or potential respondent, and they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from Submitting proposals on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction; involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the VILLAGE of the true facts relating to the submission of proposals for this contract.

(Printed Name of Authorized Representative)

SWORN to before me this

(Signature)

_____ day of _____, 2024.

Notary Public

My Commission Expires: _____

PRICING PAGE

PRICES FOR THE TERM OF THE AGREEMENT FOR COLLECTION SERVICES BETWEEN THE VILLAGE OF WESTCHESTER AND

Rate adjustments for years 2-5 shall be tied to the Department of Labor's most recent, revised Consumer Price Index for Chicago.

The Village of Westchester is requesting pricing for the described service levels (noted as base pricing below), as well as alternate pricing (noted as alternate pricing below) to also include the following additional public entity collection locations receiving no-cost to the entity refuse and recycling collection services (if applicable). The alternate pricing proposal locations are as follows:

Westchester Village Hall located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly

Westchester Police Station located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse, serviced weekly

Westchester Public Works Garage located at 10300 W Roosevelt Road – One (1) 2-yard container for refuse

Fire Station 25 located at 10240 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly

Fire Station 26 located at 10760 W Cermak Rd – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly

Crestwood Pumping Station located at 10307 Crestwood Ln – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly

Flat Rate Refuse, Recycling, Yard Waste Collection	Base Regular Rate	Base Senior Rate	Alternate Regular Rate	Alternate Senior Rate
Monthly rate per unit for unlimited collection, refuse and recycling carts provided by hauler				

96-Gallon Yard Waste Cart Monthly Rental Fee \$ _____
(Billed directly to resident)

Info on Cart Brand, Color, Specifications, and Picture Examples Attached? ☐ Yes ☐ No

ALTERNATIVE SERVICES PRICING PAGE

Referencing Section 3.10, please provide descriptions and cost models, on a Village-wide and/or individual resident basis as applicable, for the below alternate services. Attach any additional information materials, program brochures, and/or service descriptions.

Alternative #1 – Annual Spring Clean-up Curbside Program

Alternative #2 – Residential Curbside Electronics (“E-Recyclables”) Recycling Collection

Alternative #3 – Residential Curbside Hazardous Waste Collection

Alternative #4 – Residential Curbside Compost/Organics Collection

The Village will consider any alternate proposals offered that deviate from the above criteria. All alternate proposals should be indicated on the Checklist for Proposal page, be labeled as an alternate proposal, and attached to the rest of the proposal documents.

SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document (use additional sheets as necessary).

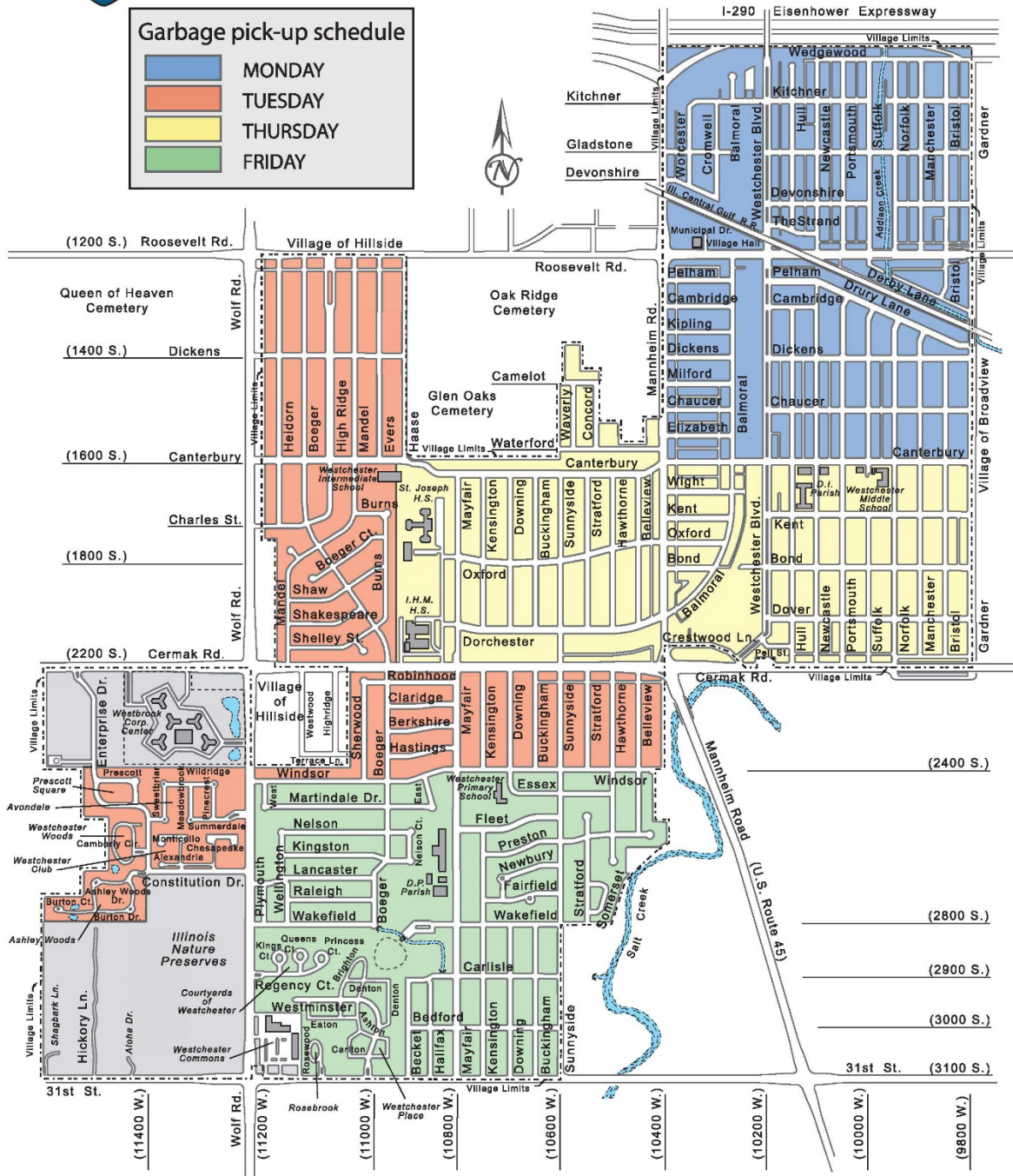
Section	Paragraph	Explanation of Alternative/Deviation

APPENDIX A



Village of *Westchester*
10300 Roosevelt Rd. Westchester Il. 60154

Village Hall: (708) 345-0020
Police Dept. (708) 345-0060
Fire Dept. (708) 345-0433



VILLAGE OF WESTCHESTER
REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICES
REQUEST FOR PROPOSALS
ADDENDUM #1

A. TO ALL HOLDERS OF PROPOSAL DOCUMENTS

Your attention is directed to the following changes in interpretations of, changes in, or additions to the Proposal Documents for the REFUSE, RECYCLABLES, AND LANDSCAPE WASTE COLLECTION SERVICES program in Westchester, Illinois. This Addendum consists of five pages: AD1-1 through AD1-5.

B. SECTION 1 – PROGRAM OVERVIEW

1. Page 3, Section 1.1 – Introduction and Present Service Information, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

The Village of Westchester, a community of 16,892 located in Cook County, Illinois is seeking one qualified and responsible company to provide curbside roll-out refuse, recyclable and yard waste collection services to all residents within Village limits. The goal of the Village is to maintain its current level of solid waste services while exploring additional service options and potential enhancements as described in this Request for Proposals (RFP). This includes all single-family homes which currently utilize curbside refuse, recycling, and yard waste collection services (hereto referred to as “Residential”). The Village’s solid waste and recycling contract is anticipated to cover approximately 7,000 units, less than 2,500 of which a senior discount applies. There are currently 55 centerline miles of streets in the Village. The total area of the Village is approximately 4 square miles.

The contract proposals requested will be for a period of five (5) years with the option of an additional two (2) years if desired. For ease of use, proposals should be itemized to allow specific costs of the contract to be illustrated.

Presently, refuse, recycling and yard waste collection services are provided to each Residential unit on a once per week basis. The Village is divided into four service areas, with each area receiving service on a designated weekday – Monday, Tuesday, Thursday or Friday. The current service schedule map is provided in Appendix A.

Village Residential units receive unlimited refuse and recycling collection with a provision of one (1) 96-gallon toter for refuse and one (1) 35-gallon toter for recyclables. Residential units have the option of placing approved waste containers and bags curbside in addition to supplied toters, or renting additional toters from the Contractor at the expense of the Residential unit. Residential senior units receive a service discount provided by the current waste hauler.

Yard waste collection is included in the program and is offered from April 1 through November 30. It is the Village’s intent to extend this season through the first full two weeks of December. All yard waste is placed in either a paper yard waste bag or a rigid, reusable container clearly identified as being for yard waste, or bundled. Yard waste bags or containers may not exceed 32 gallons in size nor may they exceed 50 pounds in weight. Bundles may not exceed four feet in length or 50 pounds in weight.

In 2023, an average of 523 tons of refuse and 109 tons of recyclables was collected per month over the course of a year, and an average of 112 tons of yard waste was collected per month during the yard waste season.

2. Page 4, Section 1.3 – Term, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

The term of this Contract for refuse collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved facilities from the Village and from all single-family dwelling units with individualized refuse collection located in the Village is for five (5) years, ending on June 30, 2029.

The initial term of this Agreement will be five (5) years commencing on July 1, 2024, and shall remain in full force and effect through midnight on June 30, 2029. At the expiration of the initial five (5) year term, the Village reserves the right to renew and extend this Agreement an additional two (2) years. If such an extension is desired by the Village, The Contractor will be notified no later than 150 days (February 1, 2029) before the expiration of the initial five (5) year term. Beginning July 1, 2025, and on the first day of every July thereafter throughout the term of this Agreement or any extension thereof, the fee for refuse services provided pursuant to this Agreement shall be adjusted on the basis of the then-current costs in accordance with the following formulas:

A. The fee for refuse services will be adjusted annually beginning on July 1, 2025 based on the percentage of change of the published Chicagoland Consumer Price Index during the preceding calendar year. The percentage of change of the Consumer Price Index shall be computed by using the most updated information available.

B. Price change computations which result in fractions equal to or greater than one half (1/2) of one cent shall be rounded up to the nearest cent. Price change computations which result in fractions less than one half (1/2) of one cent shall be rounded down to the nearest cent.

C. The total Annual Adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under the Agreement or any extension thereof. In the event of a negative CPI rate, the contract price shall neither increase nor decrease.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of the Agreement, the Village and The Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement. Otherwise, the Agreement will terminate on June 30, 2029.

C. SECTION 2 – PROPOSAL REQUIREMENTS

1. Page 5, Section 2.1 – Proposal Terms, Item E, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions. To be considered, original proposal, two copies, and one USB flash-drive containing a .PDF version must be at Village Hall on or before the date and time specified.

2. Page 9, Section 2.6 – Proposal Security, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Each proposal shall be accompanied by a proposal security, which shall be in the amount of twenty-five thousand dollars (\$25,000) in the form of a bid bond or certified check or bank cashier's check made payable to the Village of Westchester. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful Contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful Contractors.

D. SECTION 3 – PROPOSAL COLLECTION & DISPOSAL PROGRAM REQUIREMENTS

1. Page 13, Section 3.2 – Definitions. For the Definition of Residential, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Residential: All single-family accounts receiving curbside collection services.

2. Pages 23-24, Section 3.11 – General Requirements, Subsection A – Municipal Facilities, **ADD** the following items:

- g. Mayfair Park located at 10835 Wakefield Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
- h. Gladstone Park located at 850 Westchester Boulevard - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
- i. High Ridge Park located at 10945 Canterbury Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly

- j. Community Park located at 10835 Wakefield Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - k. Westchester Middle School located at 1620 Norfolk Avenue - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - l. Westchester Primary School located at 2400 Downing Avenue - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
3. Page 24, Section 3.11 – General Requirements, Subsection D – Special Events, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Special Events – The Village currently receives as needed refuse and recycling collection services and provision of portable restrooms and hand washing stations for events designated by the Village. It is the intent of the Village to sustain the current level of service provided to Village festivals and special events on an on-call basis at no charge to the Village for up to five (5) community events annually, some of which take place over the course of multiple days, with up to 1,000 attendees at each event. For one-day events, collection shall occur the day following the event. For multi-day events, collection shall occur daily. Quantities, schedules, and all other applicable logistics related to provisions and services for each event will be mutually agreed upon by Village and Contractor on a case-by-case basis. Tentative annual special events include, but are not limited to:

Juneteenth Celebrations – June 19 and the following Saturday, except for those years during which June 19 occurs on a Saturday
Independence Day Parade – July 4
Community Fest – 2 or 3-day event in July
National Night Out – First Tuesday in August

4. Page 32, Section 3.15 – General Provisions, Subsection F – Bonds and Insurance, Item a – Performance Bond, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Performance Bond – At the time of execution of the contract the Contractor shall furnish the required Performance Bond with corporate surety acceptable to the Village in the penal sum of \$1,000,000 to be kept in force for the period of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor. The surety on said bond shall have at least an A- financial rating in the most recent edition of Best's Insurance Reports, registered to do business in Illinois. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided herein.

E. IN ACKNOWLEDGEMENT BY BIDDERS

Each Vendor shall acknowledge receipt of this Addendum by providing a signed copy of this Addendum in their Proposal. Proposals submitted without this signed Addendum will be considered incomplete and will be rejected.

Vendor Name: _____

Vendor Representative: _____

Representative Signature: _____ Date: _____

Exhibit B

Proposal

(see attached)



As a **WBENC Certified** and family-owned company, we take great pride in our deep-rooted connection to the vibrant community of Westchester, which we would be honored to call our newest municipality. Our dedication to Westchester is exemplified by the 8 additional trucks to add to our fleet.



Cover Letter

To: Village of Westchester

From: SBC Waste Solutions

SBC Waste Solutions is an elite company that currently services **80,000 residents** on a weekly basis. We are proud to submit our proposal and we ask to be interviewed for our offer. SBC Waste Solutions is offering a comprehensive plan for the changeover of your scavenger company. Our offer provides you with the exact specifications for your RFP Document.

Building on Our Commitment as We Seek a Continuing Partnership with the Village of Westchester



Regular staff meetings at SBC Waste Solutions ensure smooth operations, foster communication, address challenges, and encourage innovation for enhanced productivity.



Our Commitment to Westchester

As SBC Waste Solutions is headquartered in Broadview, we are highly motivated to provide exceptional service to the local community. Our deep-rooted connections with the Village have strengthened our resolve to continue serving its residents for years to come. Notably, our CEO Karen Coley sits on the Village of Broadview Sustainability Committee, underscoring our commitment to sustainable waste management practices. Karen leads the Broadview Resource Regeneration Committee (part of Broadview's Sustainability Alliance) that is visioning Illinois' first SOLAR Corridor to the Village of Broadview. SBC will be the first SOLAR powered waste solutions company in the Midwest.



SBC is committed to mentoring two high school seniors in the next year to guide them through the solar process, potentially leading to university scholarships. Furthermore, SBC will award two \$2,500 scholarships to Westchester seniors who plan to pursue sustainability studies.

Background and Executive Summary

SBC Waste Services 80,000 Residents on a weekly basis.

Some of our partners include the following: We perform curb side collection and disposal for all residential material

- **City of Berwyn (20,000 Homes)**
- **Village of Broadview (4000 Homes)**
- **Village of Bloomingdale (7000 Homes)**
- **Village of Winfield (3800 Homes)**
- **Village of Bridgeview (3500+ Homes)**
- **Village of Indian Head Park (1000+ Homes)**
- **Country Club Residential Park (400+ Homes)**
- **The Knolls Condominium Associations (700+ Homes)**
- **Georgetown West Development (1200+Homes)**
- **Addison Township (Municipal Buildings + Individual Residents)**
- **Bloomington Township (Municipal Buildings and E-Waste)**
- **Unincorporated Areas of Lombard, Elmhurst, St. Charles, Wheaton, Wayne, Itasca, Wooddale, Bensenville, Medinah, York Township, Wayne Township for a total of over (3,000 homes)**

Background and Executive Summary

We are a family-operated company with over 100 years of experience in the waste management industry. As a majority woman-owned company, we have a **WBENC** certification.

Our passion for sustainability and community outreach underscores our commitment to providing the best customer service in the business. To make sure our clients receive the best value for their money, we always take the time to have real dialogues with our customers so we can understand exactly what they want from our service. We seek to understand what waste management-related goals and problems our customers have so we can provide them with customized solutions that will help them achieve their goals.

At the same time, we want our prices to be competitive. We aim to provide outstanding service at a price that beats our competitors. We want our customers to enjoy their experience, so we hire the best talent in the industry, use only the most up-to-date technology and equipment, and use the most conscientious waste management solutions. We want our customers to experience an attention to detail and reliability that exceeds their expectations while saving money in the process.

SBC Waste Solutions would like to earn the opportunity to service the city.

Our main goal is to always provide our customers with the best value Chicagoland has to offer. We believe quality and reliability should not cost extra.

Background: RFP

-WBENC Certified

-Brand new fleet of trucks

-We have 70+ employees.

-2025 est. Annual Sales 50M

Total Public Sector Clients

- City of Berwyn
- Village of Broadview
- Village of Bloomingdale
- Village of Winfield
- Village of Bridgeview
- Broadview Park District
- Village of Indian Head Park
- Elmhurst College
- Bloomingdale Township
- Addison Township
- Berkeley School District
- Elgin Mental Health Center
- College of DuPage
- Oakbrook Park District
- Woodridge Park District
- Winfield Park District

8 Principles of Good Business



Westchester represents our pledge to foster community and strive towards progress for the years ahead!



SBC WASTE SOLUTIONS IS THE ONLY HAULING Company in CHICAGOLAND without a fatality. We have the safest record of any other provider.

Responsibility	Community Outreach
<p>The service we provide comes with a lot of responsibility, which we do not take lightly. We practice care and attention to detail in our business decisions, from the fleet of trucks we deploy to the technology we use. Any action a business takes affects their community in some shape or form. We do our best to minimize the effect our daily operations have on the air and water In the Chicago area, while also ensuring that residents and businesses are safe.</p>	<p>In each neighborhood we service, we take steps to give back to the community. We see our customers as part of our extended family, so we want to see their neighborhoods thrive. We participate in community outreach, volunteer with local schools and hospitals, and donate time and money to community causes whenever possible. We love sponsoring athletic youth teams and Earth Day programs at local schools.</p>
Renewable Material	Safety Record
<p>We acknowledge how much waste ends up in landfills, and how landfills contribute to climate change and air, water, and land pollution. We proactively look for ways to redirect refuse out of landfills by recovering and repurposing renewable materials. Recycling renewable resources not only helps the environment, but it also boosts the economy.</p>	<p>Nothing matters to us more than the safety of our customers and team members. Through our employee safety program and our adherence to strict safety protocols, we have managed to maintain a safety incident rate of zero. We have a brand-new fleet of highly efficient trucks, which has also helped us provide communities with safer waste management experience.</p>

8 Principles of Good Business (Continued)

Community Leadership

Our team has deep ties to Chicagoland. We strive to be leaders in the community and do our part to make Westchester a cleaner, better place to live. We make a point to not only hire talent that has industry experience but also familiarity with the region. Our team knows the area like the back of their hand, allowing them to deliver a more efficient service.

Recycling Initiatives

As members of the community and as members of the waste management industry, We believe it is our responsibility to do our part to make the world more sustainable for future generations. We look for opportunities to reduce the company's carbon footprint and to promote recycling and renewable energy—all without sacrificing the quality of our service.

Employee Development

To ensure our company can preserve its reputation for safety and quality service, we invest in our team by providing them with consistent opportunities for job training and career development. We succeed as a company because of the dedication of our talented employees, so we want to provide them with the support they need to develop their skills.

Commitment to Customers

We are nothing without our loyal customers, so we use a customer-first approach in our business. We offer local customer service at our facility in the Chicago area. We encourage clients to reach out to our team at any time with any questions or concerns they might have. No matter how big or small their problem is, we take it seriously and work as a team to find a creative solution. We also offer backdoor service to senior citizens and customers with special needs at no additional cost. Making sure our clients are satisfied with the service they receive is our number one priority.

United Through Community Ties



The 9 Step transition Plan



Implementation and Project Schedule Change of Service Plan

1. SBC Waste Solutions can/will commence on contract day
2. SBC Waste Solutions Service Hours will comply with Village Ordinances and any Special Requests
3. SBC Waste Solutions company standard is that we will only operate in accordance with cooperation with Village Staff

*SBC Waste Solutions 9-step Change of Service Plan
on the following pages*

SBC Waste Solutions 9 step Change of Service Plan

1. SBC Waste will work with Village staff to notify the residents of the day change for the residents to Monday - Friday. This will occur through a flyer (Approved by a Village staff member), and through joint social media resources, and reverse 911 telephone outreach.
2. SBC Waste will notify the residents of the entire Village several times over the 3 months closest to the contract changeover. SBC Waste will dispense the approved flyer and mail it to Village Residents notifying them about the change in haulers.
3. SBC Waste Solutions will coordinate with the current hauler and exchange addresses, and secure address verification with those residents at said addresses.
4. SBC Waste will coordinate with Village Staff, Public Works, and the Fire Dept, about our emergency management planning and responses in cases of natural disaster.
5. SBC Waste will do a final communication, (Along with the Village), a reverse 911 call - a final flyer-and several public notices through social media to inform the residents about the day, and billing change.
6. SBC Waste will conduct a 60-day route surveillance with our supervisors and conduct our daily entry and exit times of the Village.
7. SBC Waste will verify with Village staff successful customer service set up, and direct line for residents.
8. SBC Waste verifies with the Village steps of changeover are complete, and service is ready to commence.
9. Service Execution Day.

Example of Welcome Packet Explanation of Services





Proud New Waste Hauler

STARTING APRIL 1ST, 2024




CARTS

✓ SBC will deliver a 95-gallon garbage & and 65-gallon recycle cart to each home in **late March of 2024**.

✗ SBC **cannot** provide or guarantee a date and time for new cart deliveries.

95-Gallon



46" height
26" width
Depth: 34.5"
Holds: Ten 13-gallon Trash Bags

65-Gallon



41.5" height
24" width
Depth: 27"
Holds: Six 13-gallon Trash Bags

Visit sbcwastesolutions.com/Berwyn for an additional or different-size cart or call SBC Waste Solutions at (312) 522-1115.



SBC WASTE SOLUTIONS WASTE & RECYCLING SERVICES RESIDENTIAL GUIDE



SCAN
ME



Service includes (1)95-gallon toter and (1)65-gallon recycling toter. Carts used for this service have wheels, an attached lid, and a long handlebar.

HOLIDAY SCHEDULE

Holiday service will be provided one day later than our regular collection if the holiday falls on Sunday through Friday. If the holiday falls on a Saturday, service will not be affected.

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

Extra Cart Cost - Bulk Item Pick Up

Residents have the option to get (1) 35 gallon, (1) 65 gallon, or (1) 95 gallon toter for organics.

Purchase an extra cart for \$85 one-time fee.

One bulk item pickup is offered each week at no extra charge.

Berwyn Collection Days Monday - Friday

All items/carts must be placed out for collection by 6 AM on your designated day.

Contact SBC to pre-schedule a FREE appliance and/or electronic & household hazardous waste collection.

Email: Berwyn@sbcwastesolutions.com
Customer Service: (312) 522-1115
www.sbcwastesolutions.com/Berwyn

Example of Welcome Packet Explanation of Services

BULK ITEM COLLECTION	RECYCLING COLLECTION	YARD WASTE COLLECTION
<p>BULK ITEMS are items that are too large to fit into your cart. SBC will collect one (1) bulk item each week for no charge. Items are to be placed at the front steps of your home and be pre-scheduled for pick-up.</p> <p>EXAMPLES OF BULK ITEMS: Table Chair Mattress Bed Frame Box Spring Light Fixture Large Picture Frame</p> <p> A mattress or box spring must be secured in a plastic mattress cover for health and safety reasons.</p> <p> Mattress covers are available at hardware stores and other retail outlets.</p> <p>CONSTRUCTION DEBRIS By owner home projects may be placed in SBC cart OR up to six (6) 35-gallon, non-SBC containers (one cubic yard) ONLY.</p> <p> Non-SBC containers may not exceed 50 pounds when full. Construction materials cannot exceed four feet (4') in length/width containerized or bundled.</p> <p> CARPET may be placed out tied in rolls/bundled OR containerized. Containers cannot exceed the capacity, length, width, and weight stated above.</p> <p><small>For items that do not meet the above guidelines, please email Berwyn@SBCwastesolutions.com with a picture of your item(s) to inquire on a special collection.</small></p>	<p>RECYCLING PROGRAM The recycling program includes (1) 65-gallon recycle cart for each home and weekly service. Garbage and recyclables are collected on the same day. Residents MUST use the carts issued by SBC before resorting to non-SBC carts.</p> <p>APPLIANCES Contact SBC to pre-schedule a free appliance collection.</p> <p>ACCEPTED APPLIANCES: Air Conditioner Clothes Dryer Cook Top & Cooking Plate Cooker or Bakers Oven Dishwasher Drying Cabinet Freezer Kitchen Stove or Oven Range Microwave Oven Refrigerator or Refrigeration Equipment Washing Machine Water Heater</p> <p>ELECTRONIC WASTE MUST be pre-scheduled by contacting SBC.</p> <p>LANDFILL BANNED ELECTRONIC PRODUCTS Computers Laptops Computer Monitors Computer Cables Cable Receivers Fax Machine Digital Video Disc Recorders Digital Converter Boxes Scanners Televisions Electronic Keyboards Electronic Mouse</p> <p>Please contact SBC regarding large appliance, e-waste & hazardous waste front door pick-up.</p> <p>Customer Service: (312) 522-1115</p>	<p>YARD WASTE COLLECTION GUIDELINES Begins April 1st through the last full week of December 31 each year. SBC collects yard waste material on the same day as garbage and recycle. All carts must be placed out for collection by 6 AM.</p> <p>CHRISTMAS TREE COLLECTION Begins December 25- Christmas trees collected for FREE until last week of December through January 2.</p> <p> Must be free of tinsel, lights, and ornaments. Trees can be placed in/next to carts.</p> <p>HOUSEHOLD HAZARDOUS WASTE PROGRAM Includes household hazardous waste and electronic waste, household chemicals, automotive products, paint products, garden chemicals, universal materials, swimming pool chemicals, and electronics. Call SBC to pre-schedule in advance.</p> <p> ADDITIONAL ORGANICS & YARD WASTE CART COSTS</p> <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  \$199 </div> <div style="text-align: center;">  \$289 </div> <div style="text-align: center;">  \$299 </div> </div> <p>Annual Fee applied for each ADDITIONAL cart requested. Please contact SBC to order extra carts.</p>

Summary of Operations

About the Company

SBC Waste Solutions is a **WBENC Certified**, family-operated waste removal and recycling service located in Chicagoland. We offer waste storage and disposal and recycling services to businesses and homeowners, as well as access to a wide range of roll offs, front-load dumpsters, and rear-load containers.

With over 100 years of joint experience, our team of industry experts have devoted their careers to servicing the communities of Chicago and its neighboring suburbs. Together, we are building a legacy of reliable service, social and environmental awareness, empathy-based customer care, and community leadership.

Our Plan

To continue to succeed as a company, we plan to commit to a people-first business approach. By ensuring customer satisfaction and investing in talent, we believe we can thrive. In our experience, the companies who perform the best are the ones who hire the best employees and take the time to understand the needs of their clients.

Training

Technology, processes, and guidelines change at the spur of the moment in the waste management industry. To ensure the quality of our service never wavers, we invest in our employees. Our team members participate in regular skill development and safety training.

SBC Waste Solutions

- **Solution-Oriented**

We work closely with each of our clients to assess their requirements. Then, we come up with creative, yet simple solutions that serve their needs.

- **Social Responsibility**

We promise to do our part to make Westchester clean and an environment for healthy people to live and do business in.

- **Consistency and Reliability**

We promise to provide a consistent and safe service that emphasizes timeliness and safety.

Summary of Operations

Facilities

Each of our facilities is designed with efficiency and safety in mind. We operate with sustainability in mind. We use processes that minimize water and energy consumption. Yet, we still provide the modern amenities necessary to keep employees and clients comfortable when they are in our facilities.

Local Customer Service

Our customer service operations are headquartered in our facility in Broadview. We know that businesses, households, and neighborhoods cannot run smoothly without dependable waste management solutions, so we make it our goal to resolve any problems or concerns our clients have in a timely fashion.

Hauling Centers

At the heart of our facilities is our hauling centers. It is at our hauling facilities where we keep and maintain the trucks and other equipment we use in our daily operations.

- Storage yards house our garbage trucks and any spare containers and dumpsters we have.
- The maintenance crew services our collection of trucks, dumpsters, and containers.
- Our professional development staff and safety specialists train team members to ensure they remain at the top of their game.

Collections

Our collections process involves the establishment of routes, the training and management of drivers, and the pickup of garbage and recycling items. Throughout the process, we focus on enforcing strict safety guidelines and optimizing collection routes.



Westchester Tonnage For December 2023



Examples of New Carts and Colors of New Carts





March 13, 2024

SBC Waste Solutions
2401 Gardner Road
Broadview, IL 60155

Attn: Brian Flood and Shawn Flood

Supplier Commitment Letter – SBC Waste Solutions

Shawn,

Thank you for contacting Sierra Container Group in response to your upcoming potential need for roughly 7,000 95 gallon trash carts and 7,000 95 gallon recycle carts for your new contract. Sierra Container is pleased to work with SBC Waste Solutions on this opportunity and on behalf of our partnership, we can accommodate your need for an estimated 14,000 carts in the timing requested to be delivered to your customer (each resident address) before 6-1-24. It is our understanding that the project would need to roll out in a timely manner from award to SBC Waste Solutions before 6-1-24. We have the expertise, capacity and ability to efficiently produce this order and meet your timeline requirements on this important project. We would aim to start the production on/around 5-10-24 and start shipping on/around 5-15-24. We would plan to start A&D on/around 5-15-24 to the residents of the community. In order to accommodate this schedule we would need commitment by 4-15-24 to meet the requirements.

I am also proud to say that all carts for this project would be produced in the state of Illinois in our manufacturing facility in Lake Forest IL.

Sierra Container is proud of our relationship with SBC Waste Solutions and their ownership team and we are positioned well to continue to serve your needs for this important new project. We are confident in SBC Waste Solutions' credit-worthiness and welcome the opportunity to continue to conduct business with you.

If you need any further information, please do not hesitate to contact me directly.

A handwritten signature in black ink, appearing to read 'Rob Eck', is positioned above a horizontal line.

Rob Eck
Vice President/Managing Owner
Sierra Container Group

6160 SW Highway 200, Suite 110 – Ocala, FL 34476
Tel (352) 461-3788 • rob@sierracontainer.com

Meet Some of the Team



Karen Coley

CEO

Karen is the CEO of SBC Waste Solutions. She has 35 years of delivering exceptional service to customers. As the majority owner of the company, her priority is to make sure the team delivers outstanding customer service. She is committed to running a conscientious business that puts the environment first. That is why she aims to continually look for new ways to reuse recyclables and to make the recycling process easier for her customers. Karen has earned WBENC certification with other businesses and is current in her application for SBC Waste Solutions. She is passionate about mentoring young women in business.



WASTE SOLUTIONS
INC
312-522-1115



Shawn Flood
President

Shawn is our VP of Operations and Customer Care as well as one of the partners of SBC Waste Solutions. He has built up a strong reputation in the waste management and recycling business over the past 20 years. Shawn also served as the Fire Commissioner for the Bloomingdale Fire Protection District #1 as well as the Planning and Zoning commissar for the village of Bloomingdale. Shawn will conduct daily route supervisions, and collection management.



Chris Flood
Partner

Chris is our VP of Sales and Marketing and an SBC Waste Solutions partner. Chris has built a strong reputation and network over the last 15 years in the waste management and recycling industry.



WASTE SOLUTIONS
INC
312-522-1115



Sandra Barbosa

Director of Customer Service

Sandra is our experienced account executive collection department manager, serving in the waste and recycling industry for over 10 years. Her expertise is well sophisticated in assisting customers with their exact needs.



Alexis

Director of Accounts Receivable

Alexis is our accounting manager, who plays a key role in the day-to-day accounting matters. He is organized, detail-oriented and process driven. He has a decade of experience in accounts receivables, cash applications, billing, and other accounting related duties.



WASTE SOLUTIONS
INC
312-522-1115



Cesar Anaya

Residential and Commercial Manager

Supervised the drivers for the towns of Western Springs, La Grange Park, Blue Island, Worth, Clarendon Hills. Supervised 15 commercial routes in the Chicagoland area. Managed the City of Chicago blue cart program roll out. Managed drivers and created routes for zones 1,3,5, and 6.

Currently manages the towns of Bloomingdale, Bridgeview, Indian Head Park, Broadview, Winfield, Unincorporated Chicagoland Area. Managed the roll out of the City of Berwyn and created routes for Berwyn drivers. Works hand by Hand with Shawn Flood to ensure all municipalities are serviced on a weekly basis.



Brian Flood

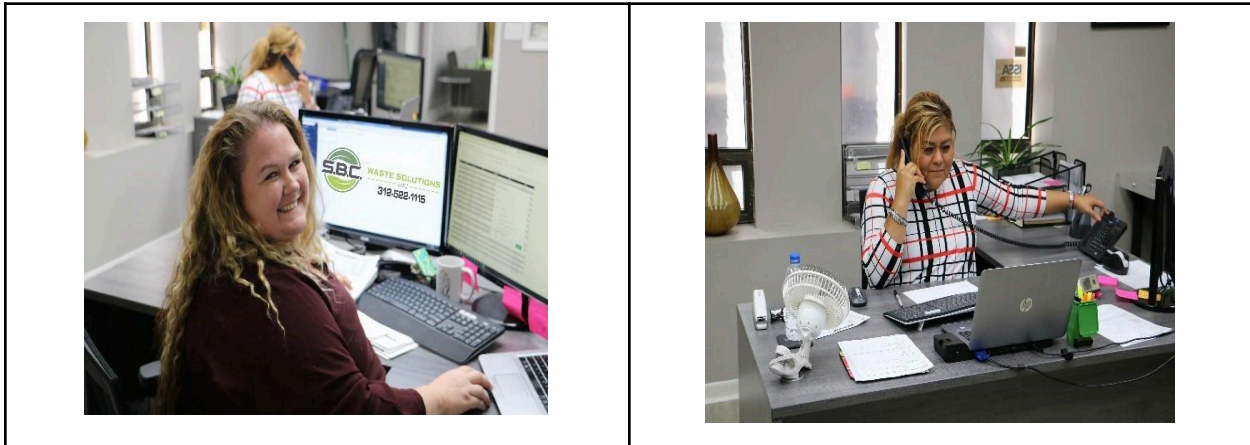
Managing Partner

Brian grew up In The Chicago Waste Industry in the 1970s . Brian has experience in every category in the Industry from driver to sales to operations. He spearheaded and opened the first private Chicago Recycling Center in 1989 and piloted the City of Chicago first Recycling routes in Chicago. He grew his former company from 1 million in sales to over 60 million in sales . With his guidance , Experiences , and leadership he has helped the SBC Team become the fastest growing private company in the Midwest. He has a passion for customer service and the overall customer experience knowing that is what wins over new customers .

Customer Service

Our Answer time is 3-5 seconds.

Our Resolution time is 30-50 seconds.



Access

Customers can contact us 24/7/365 by emailing us at: Westchester@sbcwastesolutions.com or residential@sbcwastesolutions.com

During office hours, customers can call us at our local customer service.

312-522-1115.

- We set up our contact process to optimize convenience and responsiveness.
- We make it a point to get back to customers as fast as we can.

Local Service

- We focus on **local customer service**.
- We want our customers to enjoy the service, we provide them on a weekly basis.
- We make sure to hire drivers who are friendly and respectful of our customers' property.
- We also do our best to always adhere to collection schedules because we know our customers rely on having timely pickup.

Our Approach

We train all our employees in customer service strategies. We make sure customers can contact us anytime, anywhere. To improve access, we make contacting customers easy by having a dedicated email account for customer care. We make sure to follow up with emails promptly so we can resolve customers' issues quickly.

SBC Waste Solutions has a **multilingual team** who are always ready to lend a helping hand. SBC Waste Solutions has support for the **hearing Impaired**.

Emergency Management Plan/No Strike Guarantee

In the case of a strike, pandemic, or other emergency we have a strategic plan in place to coordinate a response. During emergency situations we focus on keeping employees and customers safe, while ensuring that we can still deliver the services that the community needs to function.

Our contingency forces are reinforced by the relationship we have with our partner company, this partnership allows us to continue providing municipalities with essential services even if there is a strike, pandemic, or other situation that affects our company’s workforce.

We created our emergency response team to help communities when they most need it.

In the case of a natural disaster.

- Our team will assess damage
- Locate a staging site
- Help remove debris
- Communicate with city staff to establish a plan of action



<p>If there is a strike or pandemic, SBC Reserves Contingency Force steps up to fill the void.</p>	<p>Our contingency forces are comprised of licensed drivers who have the same training and skill sets as our normal staff.</p>	<p>SBC Reserves Contingency Forces represent our commitment to always be there for the communities we serve.</p>
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SBC Waste Solutions Equal Opportunity

At SBC Waste Solutions, we do not just accept difference - we celebrate it, we support it, and we thrive on it for the benefit of our employees, our products, and our community. SBC Waste Solutions is an equal opportunity employer. Employment at SBC Waste Solutions is based solely on a person's merit and qualifications causally related to professional competence. SBC Waste Solutions does not discriminate against any employee or applicant because of race, creed, color, religion, gender, sexual orientation, gender identity/expression, national origin, disability, age, genetic information, veteran status, marital status, pregnancy or related condition (including breastfeeding), or any other basis protected by law.

It is SBC Waste Solutions policy to comply with all applicable national, state, and local laws pertaining to nondiscrimination and equal opportunity. The Company's EEO policy, as well as its affirmative action obligations, includes the full & complete support of the Company, including its Chief Executive Officer. Because it is just the right thing to do. We hope you think so, too.

In the event of any violations, all employees are asked to contact the CEO for immediate follow-up and investigations.



Commit to Fairness and Equality

IDHR Invites Local Units of Government to
Join the Campaign



Municipal Solid Waste Experience and References

SBC Is a Woman Owned & Family owned company that was established in 2017 on different beliefs and goals for the Chicago land area. We provide many services to Municipal, Commercial, Residential & industrial cliental. We provide services such as collecting and processing Recycling, Construction material, diverting waste from landfills and food scraps.

SBC Waste Solutions has Six residential franchise agreements and we hope to have the honor to add Westchester as our seventh Municipal agreement. SBC Waste Solutions is less than one mile from Westchester and our belief is your residents will receive the best service any company can offer.

SBC Waste Solutions is the fastest growing waste and recycling hauler in the Chicago land area starting with one truck in 2017 and ending 2023 with 72 trucks all being brand new to help keep clean emissions and clean air.

Please find our Municipal References below and encourage you to contact them all about our services.

<p>Village Of Bloomingdale Peter Scalera 201 S Bloomingdale Rd Bloomingdale Il 60108 630-671-5611 ScaleraP@vil.bloomingdale.il.us</p>	<p>City Of Berwyn Ruth Green 6700 W 26th st Berwyn Il 60402 708-749-6433 Rsiabagreen@ci.berwyn.il.us</p>
<p>Village Of Broadview Mayor Katrina Thompson 2350 s 25th ave Broadview Il 60155 708-514-7903 Kthompson@Broadview-il.gov</p>	<p>Village of Indian Head Park Mayor Amy Jo Wittenberg 201 Acacia Dr Indian Head Park, IL 60525 +1 (708) 207-8820 Ajwittenberg@indianheadpark-il.gov</p>
<p>Village Of Bridgeview Ken Pannaralla 7500 S Oketo ave Bridgeview Il 60455 773-949-9386 Kpannarallajr@villageofbridgeview.com</p>	<p>Village of Winfield Kathy Lamela 24w464 Jewel Rd Winfield Il il 60190 Klamela@villageofwinfield.com</p>

EXCEPTIONS and DEVIATIONS

1. The Village will be serviced Monday, Tuesday, Thursday, and Friday.
2. Any Free Service for handicapped or seniors must be verified through a simple Application.
3. Curbside E-Waste will be requested by the resident by call in only at no charge.
4. Tree limbs, branches, and similar yard waste must be in bundles in 4-foot lengths by 2 feet in height, bound with rope or twine not exceeding 50 lbs.
5. Disassembled swing-sets and playground equipment; metal and wood; in pieces weighing less than 50 lbs. each and in segments no more than 4 feet in length and 2 feet in Diameter.
6. Carpet rolls up to 4 feet in length, 2 feet in diameter and up to lbs. pounds in weight; not to exceed 50 lbs. in weight.
7. Do it yourself home improvement materials (wood; drywall; paneling) provided that individual items are no longer than 4 feet in length, 2 feet in width and up to 50 lbs. This needs to be bundled and tied up for easy collection. Loose material will not be collected.
8. If the customer requests a special pickup-- We will provide a customer with an estimate of the cost of a special pick-up service, for those items not listed as BULK ITEM SERVICE. The cost of such service shall be agreed to by the customer and the CONTRACTOR prior to rendering the service. Special pick-up shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer.



WASTE SOLUTIONS
INC
312-522-1115

SBC Waste Solutions Truck Inventory As of 3/25/2024

Truck #	Year	Make	Model	Plate	Boom Info
101	2005	Mack	GU813 Granit	44519R	Galfab ser 3955 mod HH50174S072
102	2000	Volvo	WX64	45774R	Amrep Ser 00275 Mod Amro-H-25
103	2000	Volvo	WX64	46683R	TAG MISSING
104	2000	Volvo	WX64	47703R	Galfab SER 4939 Mod EH50174S072
105	2000	Volvo	WX64	46682R	Amrep Ser 00483 Mod Amro-H-25
107	2020	Mack	Granite	47268R	Galfab SER 5645 Mod HH50174S072
108	2021	Mack	Terrapro	49112R	Galbrth Ser 13H44397 Mod U5EH174
109	2022	Mack	Terrapro	49490R	Galbrth SER13H49063 MOD V5EH174
110	2022	Mack	Granite	48650R	Galbrth Ser 13H46552 Mod U5HH174
111	2022	Mack	Terrapro	50632R	Galfab Ser 7409 Mod EH50174S072
112	2024	Mack	GR64B	92981TR	Galbrth Ser13H52048 Mod U5EH174
Truck #	Year	Make	Model		Rear Load Body Info
201	2003	Mack	MR6885	44503R	LEACH 2RII PACKMASTER
202	2008	Mack	MRU600	53611R	Mc Nielus Mod 2513 Ser 104SMX251329754
203	2019	Mack	Terrapro	45137R	HEIL PWR5000
204	2019	Mack	Terrapro	45784R	Heil 25 yrd
205	2020	Mack	TerraproTE64	46684R	Mc Nielus 25 yrd
206		Mack	MR6905	52232R	
207	2021	Peterbilt	520	48614R	MC NIELUS
208	2022	Mack	Terrapro	49459R	MC NIELUS
209	2012	Mack	MRU	58789R	Load master 25 yrd
210	2023	Mack	Terrapro	52572R	Mc nielus 25 yrd
211	2023	Mack	Terrapro	52664R	Mc Nielus 25 yard
212	2023	Mack	Terrapro	52618R	Mc Nielus 25 yard
213	2022	Mack	LR64	52643R	
214	2024	Mack	Terrapro	53387R	Load master 25 yrd
215	2024	BTTLE MTRS	LET2	53177R	LEACH SER 251056431 MOD 2RIII
Truck #	Year	Make	Model		Front Load Body Info
403	2020	Mack	Terrapro	46654R	MC NIELUS MOD 4072 SER 11420MA407855564
304	2013	Mack	LEU	46673R	MC NIELUS
305	2014	Mack	LEU	47738R	MC NIELUS
306	2019	Mack	LR64	49264R	HEIL
307	2020	Mack	LR64	47739R	MC NIELUS
308	2021	Mack	LR64	47728R	MC NIELUS Mod 4029 Ser7420MA402957258
309	2012	Mack	LEU	47740R	MC NIELUS
310	2020	Mack	LR64	48601R	HEIL
311	2019	Mack	LR64	49488R	HEIL MOD V-3126 SER HPE4965399
312	2017	Mack	LR64	49489R	HEIL MOD 612-4019 SER HPS50008532
413	2022	Mack	Terrapro	49483R	MC NIELUS
314	2020	Mack	LR64	51385R	LABRIE SER AU21200UNE OR SER AU21125GDN
415	2024	Mack	Terrapro	53033R	MC NIELUS
316	2015	Mack	LEU	52297R	NU-WAY MOD 31ASL SER 12695A-08-14
317	2023	Autocarr	Xpeditor	53605R	NU-WAY Mod 31ASL Ser24825A-05-23
414	2023	BTTLE MTRS	LET2	53934R	HEIL



WASTE SOLUTIONS
INC
312-522-1115

SBC Waste Solutions Truck Inventory As of 3/25/2024

Truck #	Year	Make	Model		NOTE
10	2019	Kenworth	T3	20854L	Container truck W/boom & lift gate
20		GMC	T7500	7020N	
Leaf	2006	INTRNATNL	7400 4X2		Leaf Truck
40	2018	Ford	F-250	2451933B	Mechanic Truck
50	2016	FORD	F-150	2988681B	Operations truck
60	2020	Ford	Transit	143918C	Box Truck, 30 gal lng Rnd Air compr
70	2008	Ford	F-550		Maintenance Truck
80	2017	GM	2P43	2282146B	Operations Truck
85	2018	Ford	F-250 Lariat	3894368B	Mechanic Truck
90	2012	Ford	F-350 SD	527507D	SHOP SERVICE TRUCK W/Reading Box



WASTE SOLUTIONS
INC
312-522-1115

Insurance



SBCWA-1

OP ID: RG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners - Vernon Hills 977 Lakeview Parkway, Ste 106 Vernon Hills, IL 60061 Todd Silver	847-367-2633	CONTACT NAME: Todd Silver PHONE (A/C, No, Ext): 847-367-2633 FAX (A/C, No): 847-367-2636 E-MAIL ADDRESS:
INSURED SBC Waste Solutions Inc. 2401 Gardner Road Broadview, IL 60156		INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN NATIONAL INSURANCE INSURER B: American Interstate INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 15377 31895

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CPP 1206564	02/12/2024	02/12/2025
					LIMITS EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP 1206473	02/12/2024	02/12/2025
					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		EX-2T204503-24-NF	02/12/2024	02/12/2025
					EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	TVWCIL3247162024	02/12/2024	02/12/2025
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER VILLAGE OF WESTCHESTER 10300 ROOSEVELT ROAD WESTCHESTER, IL 60154	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Todd Silver</i>
--	--

ACORD 26 (2016/03)

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WASTE SOLUTIONS
INC
312-522-1115

File Number

7159-223-5



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SBC WASTE SOLUTIONS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 05, 2017, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 2008500428 verifiable until 03/25/2021
Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 25TH
day of MARCH A.D. 2020 .***

Jesse White

SECRETARY OF STATE



WASTE SOLUTIONS
INC
312-522-1115



Growth with Pride

Village of Bloomingdale

Franco A. Coladipietro
Village President

Pamela S. Hager
Village Clerk

I always hesitate to write a recommendation letter, however the services offered by SBC Waste Solutions, Inc. and their management is exceptional. At the interview held during the selection process, Ownership and Upper Management stressed that their combined industry experience and aggressive price structure would lead to a successful partnership with the Village of Bloomingdale. SBC has indeed kept their promise and have done everything they proposed, plus extras!

Several items stand out regarding the quality of SBC Waste Solutions.

1. Communication has been outstanding. All resident contacts are handled by the VOB Customer Service Department and relayed to Shawn Flood, Managing Partner, through a CSR contracted by SBC. Shawn is always responsive and reacts quickly to all requests for action.
2. Equipment is state of the art and readily available. SBC has made a significant investment in new trucks and appears willing to do whatever necessary to keep up with any increased business demands with additional equipment purchases.
3. Truck technology and operating procedures are excellent. The GPS, individual truck cameras that record each route and computer directed bin lift, are invaluable in reacting to resident issues and concerns with real time informational back-up.

Our community is pleased with the decision to contract with SBC. Admittedly, there have been glitches on both sides as we expected. SBC has been a cooperative partner in finding solutions.

Feel free to contact me at franco@vil.bloomington.il.us or by phone at 630-671-5601.

Yours Truly,

A handwritten signature in black ink, appearing to read "Franco", written over a horizontal line.

Mayor Franco Coladipietro
Village of Bloomingdale

201 South Bloomingdale Road / Bloomingdale, Illinois 60108-1403 / (630) 893-7000 / FAX: (630) 893-5136



To Whom it may concern,

My name is Chris Rosebrook and I am the Regional Manager for the Midwest region with Keter Environmental Services. We handle the waste and recycling programs for properties nationwide and we use SBC Waste for Oakbrook Center in Oakbrook, IL, Hawthorn Mall in Vernon Hills, IL as well as 605 n. Michigan Ave. and 830 n. Michigan Ave. in downtown Chicago. They perform our solid waste and recycling collection and disposal. Our experience using them has been stellar to this point and we fully recommend them for use of services.

The professionalism they demonstrate in their daily routine makes my life and my customers lives easier, proving they know what they're doing for an industry that most people don't think twice about. Their operations team

There local customer service team is excellent and are readily available if there is any delays or situations to respond to. Their response time is second to none and communication is up front and transparent.

I enjoy my partnership with them and highly recommend them for your program.

Christopher Rosebrook
Regional Manager-Midwest
Keter Environmental Services
Cell: 317-319-0925
crosebrook@keteres.com
www.keteres.com



VILLAGE OF BRIDGEVIEW

7500 SOUTH OKETO AVENUE
BRIDGEVIEW, ILLINOIS 60455
708-594-2525



VILLAGE PRESIDENT
STEVEN M. LANDEK

CLERK
JOHN C. ALTAR

TRUSTEES
MICHAEL J. PTICEK
MARY M. SUTTON
CLAUDETTE STRUZIK
NORMA J. PINION
JAMES A. CECOTT
PATRICIA A. HIGGINSON

To Prospective SBC Waste Solution Clients,

I always hesitate to write a recommendation letter, however the services offered by SBC Waste Solutions, Inc. and their management is exceptional. At the interview held during the selection process, Ownership and Upper Management stressed that their combined industry experience and aggressive price structure would lead to a successful partnership with the Village of Bridgeview. SBC has indeed kept their promise and have done everything they proposed, plus extras!!

Several items stand out regarding the quality of SBC Waste Solutions.

1. Communication has been outstanding. All resident contacts are handled by the VOB Customer Service Department and relayed to Shawn Flood, Managing Partner, through a CSR contracted by SBC. Shawn is always responsive and reacts quickly to all requests for action.
2. Equipment is state of the art and readily available. SBC has made a significant investment in new trucks and appears willing to do whatever necessary to keep up with any increased business demands with additional equipment purchases.
3. Truck technology and operating procedures are excellent. The GPS, individual truck cameras that record each route and computer directed bin lift, are invaluable in reacting to resident issues and concerns with real time informational back-up.

Our community is pleased with the decision to contract with SBC. Admittedly, there have been glitches on both sides as we expected. SBC has been a cooperative partner in finding solutions.

Feel free to contact me at Mayor.Landek@villageofbridgeview.com, or by phone at 708-924-8015.

Yours Truly,

Steven M. Landek, Mayor
Village of Bridgeview



A WELL BALANCED COMMUNITY





August 7, 2020

To Whom it May Concern:

I am the Vice President of Operations for Waste Harmonics, a leading national managed waste services provider. We have been using SBC Waste for over 10 years. They deliver excellent service to our customers. Services delivered include commercial and roll off lines of business. Our experience with SBC has been exceptional. They are a valued business partner.

In addition to standard collection services, SBC consistently delivers the following:

- a.) They furnish all sprays, refuse containers, compactor, trucks, necessary equipment, and personnel to remove all solid waste, garbage and miscellaneous refuse.
- b.) SBC Waste Solutions was required to provide compactor/containers in excellent working condition. Indeed, they arrived newly refurbished and reconditioned equipment that exceeded our expectations and was happily accepted with approval of our Grounds Foreman.
- c.) SBC Waste was expected to furnish equipment in sufficient numbers and maintain pick-up schedule. We experienced excellent response time, and any breakdown or weather interruptions, faulty equipment, or sufficient reason to deviate from the approved pick-up schedule, was always approved by our office. SBC Waste was excellent to work with.

Based on our history with SBC, I would highly recommend them as a waste services provider.

Please feel free to contact me if you would like to discuss this matter further.

Sincerely,

Tom Moran, Vice President of Operations

7620 Omnitech Place, Suite 1 • Victor, NY 14564-9428 • Office 585.924.9640

wasteharmonics.com



WASTE SOLUTIONS
INC
312-522-1115



February 25, 2019

Addison Township Highway Department
411 West Potter Street
Wood Dale, IL. 60191

To Whom It May Concern,

I have known Shawn Flood for ten years. During this period, he has demonstrated his dedication, honesty and reliable resources. Without any questions or concerns he is always on time.

SBC Waste Solution has been very helpful with a fast respond and provide an extraordinary service with a positive and outgoing personalities.

Because of SBC Waste his great judgment and proven work ethics, I would highly recommend them for any job.

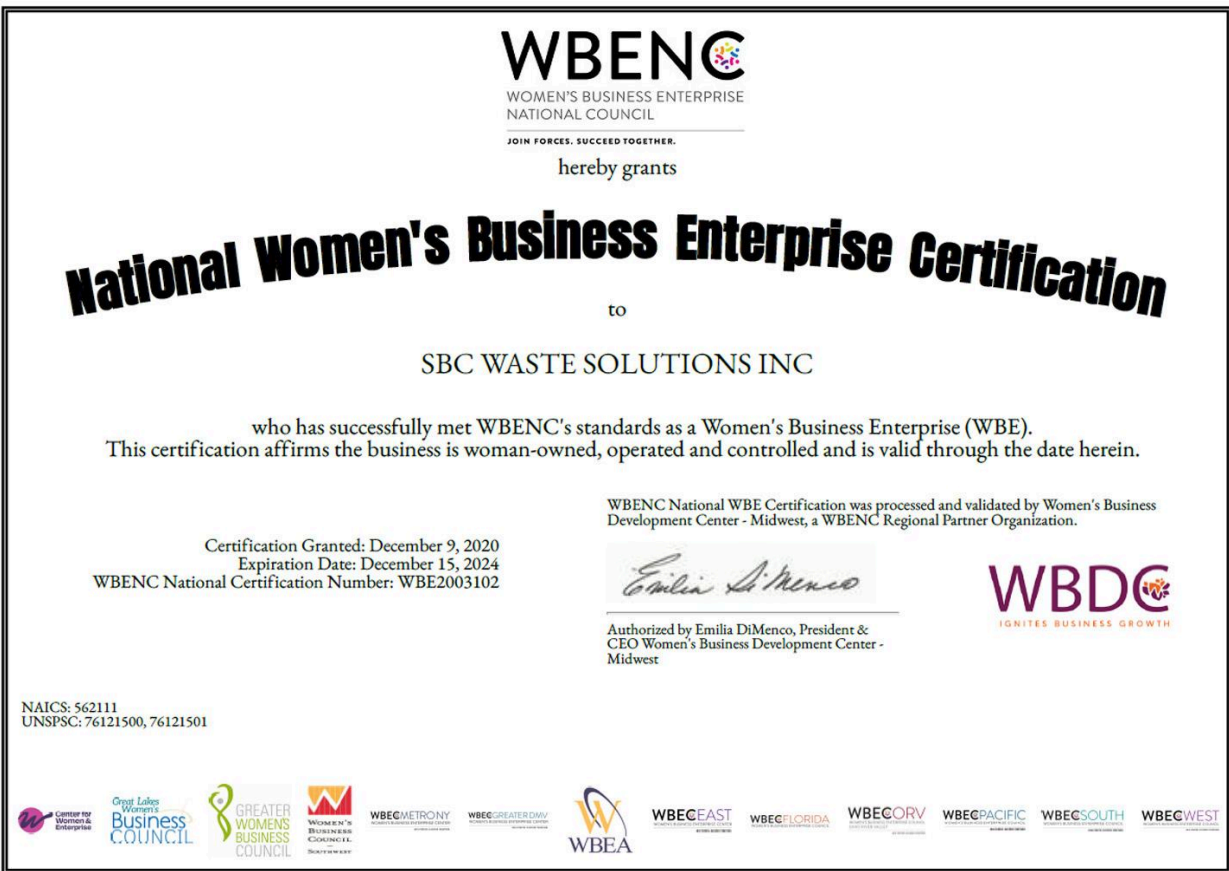
Sincerely,

A handwritten signature in black ink, appearing to read "Rocky Sainato".

Rocky Sainato

Deputy Highway Commissioner

RS/bs



As a women-owned business, we consider it our responsibility to foster the advancement of women in all industries, and we take immense pride in our membership in WBENC.



WasteAdvantage^{magazine}

The Advantage in the Waste and Recycling Industry

SBC Waste Solutions: A Winning Team

March 30, 2023

As a Women's Business Enterprise National Council Certified hauler, SBC Waste Solutions prides itself on having the best team in the industry in one of the most competitive markets in the U.S. From their drivers to management and office support, SBC Waste Solutions' mantra of "Teamwork Makes the Dreamwork!", resonates throughout the company and drives their momentum forward.



As a hands-on CEO, Karen Coley oversees day-to-day operations at all levels of SBC Waste Solutions.

With a passion for the environment and a background in customer service, Karen Coley had the opportunity to gather a team of Chicago's most enthusiastic players in the waste hauling market to form SBC Waste Solutions (Broadview, IL). Starting on St. Patrick's Day in 2018 with four trucks, SBC Waste Solutions has quickly grown to more than 50 trucks in less than five years in the most competitive market in the U.S.



SBC Waste Solutions prides itself on giving back to the community. Karen Coley is planting 25 trees donated by SBC to the Village of Broadview following the devastating storm of 2022.

Currently, the company has more than 60 employees with full benefits and is a proud member company of the AFL/CIO UNION. SBC Waste Solutions deals with every type of recycling there is, including all residential, commercial, C&D, industrial, and brokering. The company serves mainly the greater Chicagoland area, including the entire city of Chicago and surrounding Lake, Cook, DuPage, and Will Counties consisting of more than 100 suburban communities and a total population of more than 14 million people.



SBC Waste Solutions' rapid growth means more totter shipments, including this load of municipal totter for residents.

Photos courtesy of SBC Waste Solutions.

Impacts

While the pandemic had a huge impact on SBC Waste Solutions in the beginning, they are proud of the fact that they did not lay off one employee during that terrible time and kept all of their employees paid and working. "We encouraged all of our staff to care for their families and their health and anyone who needed off was paid in full," says Coley, President of SBC Waste Solutions. "We actually grew tremendously after the initial effects of COVID

due to other haulers not being able to provide the personalized services that commercial customers were requiring.”



Expanding their reach, SBC Waste Solutions is seen actively servicing the Chicago metropolitan area and its surrounding suburbs.

Coley points out that the number one concern right now is controlling operational costs to maintain profitability. Challenges in supply chain shortages have made new truck availability and parts for trucks hard to get, sometimes taking months. This has forced them to prepare more ahead and buy more trucks to keep up with the pace of their growth. Another industry challenge is obtaining and hiring top notch and highly qualified drivers. “It’s the key to sustaining growth and top customer service. We recognized this and



we go above and beyond with all our drivers in many ways with regards to compensation and benefits,” says Steve Stronach, General Manager. SBC Waste Solutions offers incredible benefits, such as Union benefits, 401K with generous match to office staff, and perks like Drivers Lounge snacks and beverages, Friday lunches, holiday parties and baseball games. “When you take great care of your employees, they take great care of your customers,” says Coley.

Company Programs

Since waste hauling is one of the top 10 injury prone jobs and SBC Waste Solutions recognizes that their staff health and safety mean everything, safety meetings are held monthly, and they hold bi-yearly safety meetings with their insurance carriers. “We promote safety daily and currently have one of the best insurance records in the industry,” says Stronach.

SBC Waste Solutions has come a long way, growing from four trucks to more than 50 vehicles. Due to the company’s rapid growth and high demand, SBC Waste Solutions has been continuously producing and expanding their fleet.

With community involvement ingrained in the company DNA, SBC Waste Solutions is also very involved in sustainability initiatives. Coley chairs the Village of Broadview’s Sustainability board, mentors young women through #WeCanToo programs, and holds a board position on HumbleDesign, which



helps house homeless in Chicagoland. SBC Waste Solutions also plants trees in Broadview, as well as sponsors youth sports and local schools through scholarships. “We truly try to give back to our communities,” says Coley.

Exponential Growth

As a WBENC (Women’s Business Enterprise National Council) certified hauler, it is a company goal to also have their facility solar powered by the end of 2023. With brand new roofs on both buildings, SBC Waste Solutions is sourcing their panels for an install by year end. “We would like to open a new waste and recycling facility of our own by end of 2025 and be over 100 million in sales by the year 2030,” says Coley. “We will achieve these goals through our outstanding leadership, including industry veterans like Steve Stronach, General Manager, and our incredible sales team and adding new team members like Paul Cuda, Director of Technology. Our customer-centric office team lead by Michele Mele, Office Manager, and the industry’s best drivers truly deliver on our mantra: Teamwork makes the dream work!”

Exponential growth, especially in entering the residential market so quickly, has made SBC Waste Solutions’ first five years so incredible. “We have won Business of the Year Awards, Entrepreneurial Awards, and securing our WBENC certification in year three was both special and empowering. We have the best team in the industry.” | WA

SECTION 4 – FORMS

The following forms, in addition to the content requirements mentioned in Section 2, **MUST** be completed for the Proposal to be accepted as valid. Below is a checklist to ensure all of the required forms are filled out and will be returned with the proposal.

PROPOSAL SUBMISSION CHECKLIST

- ☐ Signature Page
- ☐ Bid Bond
- ☐ Contractor's Qualifications Statement
- ☐ Non-Collusion Affidavit
- ☐ Pricing Page
- ☐ Alternate Pricing Page
- ☐ Proposal (provided by Contractor)
- ☐ Alternate Proposal (if applicable, provided by Contractor)
- ☐ Schedule of Alterations and Deviations

- L. Change in Service – If the Village should wish to change the type or scope of service provided during the term of the franchise contract, the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least 30 days prior to when a proposed change in service would begin. The Village and the Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated, in accordance with the provisions of the contract.

SIGNATURE PAGE

Village of Westchester
Refuse, Recycling, & Yard Waste Collection

Date: 3 - 15 - 2024

To: **The Village of Westchester (VILLAGE)**

The Undersigned having examined the specifications of the Proposed Collection and Disposal Program Requirements and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services to furnish the requirements for in the RFP, for the prices stated on the proposal.

The undersigned hereby certifies that this proposal is genuine and not sham, collusive, or fraudulent, or made in the interest of or on the behalf of any person, firm, or corporation not herein named, and that the undersigned has not, directly or indirectly, inducted or solicited any Respondent to submit a sham proposal or any other person, firm, or corporation form proposals and that the undersigned has not, in any manner, sought by collusion to secure for their self any advantage over any other Respondent.

If awarded the Contract, the undersigned Contractor agrees to enter into and perform the Contract and to execute and deliver the Contract Document, including the required Certificate of Insurance and Performance Bond to the **VILLAGE** in accordance with all the terms of this solicitation.

In submitting this proposal, it is understood that the **VILLAGE** reserves the right to reject any and all proposals, to waive any informalities in any proposal or the solicitation process, and to negotiate any final contract provisions based on the proposals submitted.

In submitting this proposal, the undersigned agrees that no Price Proposal may be withdrawn for a period of ninety (90) days after the date for receipt of proposal and that all Price Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the **VILLAGE**.

Company Name: SBC Waste Solutions, Inc

Address: 2401 Gardner Rd Broadview, IL 60155

Name: Shawn Flood

Signature: 

Title: President

Phone Number: 630-669-8761

E-Mail Address: Shawn.Flood@sbcwastesolutions.com

TRADING AND DOING BUSINESS AS (CHECK ONE):

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☒ CORPORATION

Federal ID # 823612207 or Social Security # _____

Date: 3 - 15 - 2024

BID BOND

Project: Solid Waste & Recycling Collection & Disposal Services

Owner: Village of Westchester, 10300 W Roosevelt Rd, Westchester, IL 60154

All interested Bidders shall provide a Bid Bond in the amount of \$25,000.

Bidder: (Name & Address)

SBC Waste Solutions Inc.

2401 Gardner Road

Broadview, IL 60155

Surety: (Name and Address of Principal Place of Business)

Selective Insurance Company of America

40 Wantage Avenue

Branchville, NJ 07890

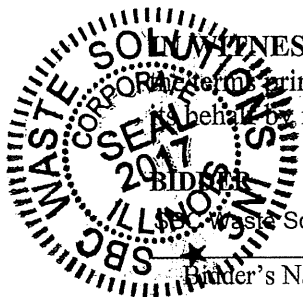
Bond:

Bond Number: B 1305657

Date: March 25, 2024

Penal Sum: Twenty Five Thousand and No/100 (\$25,000)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms and conditions printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on behalf of its authorized officer, agent, or representative.



Bidder's Name and Corporate Seal (Seal)

By: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title

SURETY

Selective Insurance Company of America (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title **Jaclyn Kopecky, Attorney in Fact**
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title **Jenny Andrzejewski, Witness**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, and successors, and assigns to pay the Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible, and responsive bidder as determined by the Owner for the Work required by the Contract Documents, provided that:
 - 1.1 If there is no such next lowest, responsible, and responsive bidder, and Owner does not abandon the Project, the Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds or certificates of insurance required by the Bidding Documents and Contract Documents.
3. This obligations hall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents or any extension agreed to in writing by the Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds or certificates of insurance required by the Bidding Documents and Contract Documents, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising our of any time extension to issue notice of award agreed to in writing, by the Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 90 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state of South Carolina.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable state, then the provision of said state shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Jaclyn Kopecky**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$2,000,000.00**

Signed this 25th day of March, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



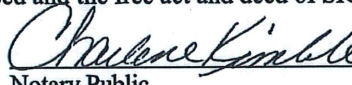
STATE OF NEW JERSEY :

:ss. **Branchville**

COUNTY OF SUSSEX :

On this 25th day of March, 2024 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 25th day of March, 2024.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

**CONTRACTOR'S QUALIFICATION STATEMENT CONCERNING
EXPERIENCE AND THE FINANCIAL ABILITY OF**

NAME: SBC Waste Solutions, Inc

ADDRESS: 2401 Gardner Rd Broadview, Il 60155

TELEPHONE: 312-522-1115

E-MAIL ADDRESS: Shawn.Flood@sbcwastesolutions.com

DATE: 3 - 15 - 2024

Submitted for the purpose of presenting and submitting a proposal for solid waste, recyclable, and yard waste collection and disposal in the Village of Westchester, Illinois for a period of sixty (60) months.

Explanatory

This questionnaire is to be completed by the Contractors desirous of submitting proposals in connection with solid waste, recyclable, and yard waste collection and disposal in the Village of Westchester.

Each and every question contained herein must be answered by giving specific, definite, and detailed information. An answer must not be evasive, indefinite, or general.

Qualifications of Respondents: After the proposal opening, the **VILLAGE** may make such investigations as it deems necessary to determine the ability of the respondents to perform the work, and the respondents shall furnish to the **VILLAGE** all such information as the **VILLAGE** may request. The **VILLAGE** reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the **VILLAGE** that such respondent is properly qualified and responsible to carry out the obligation of the contract and to complete the work contemplated therein.

If the space provided in this form to answer any questions is not sufficient the Contractor should include additional sheets.

1. How many years has your organization been in business as a contractor under your present name? 7
2. In what municipalities, or for what major clients have you provided service during the past five (5) years?

3. Have you ever failed to complete any work awarded to you within the last five (5) years?

[☐] YES* [☒] NO

* If so, when, where, and why? _____

4. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name within the last five (5) years?

[☐] YES* [☒] NO

* If so, when, where, and why? _____

5. Has any officer or partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract handled in his own name within the last five (5) years?

[☐] YES* [☒] NO

* If so, when, where, and why? _____

6. Have liens or lawsuits of any kind been filed against any of your contracts within the last five (5) years?

[☐] YES* [☒] NO

* If so, when, where, and why? _____

7. If a corporation, state:

a. Date when organized? 2017

b. Under the laws of what state organized? Illinois

c. Names and titles of officers:

Name	Title
<u>Karen Coley</u>	<u>CEO</u>
<u>Shawn Flood</u>	<u>President</u>
<u>Chris Flood</u>	<u>Partner</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

8. List Surety and Bonding Companies which have heretofore bonded you (within the last five years. (Please list name, address, and telephone number of company and amount of bond for the same.)

<u>Selective Insurance Company of America</u>	\$ <u>600,000</u>
<u>40 Wantage Ave., Branchville, NJ 07890</u>	
<u>(973) 948-3000</u>	\$ <u>500,000</u>
<u> </u>	
<u> </u>	\$ <u>50,000</u>
<u> </u>	
<u> </u>	\$ <u> </u>
<u> </u>	
<u> </u>	\$ <u> </u>
<u> </u>	
<u> </u>	\$ <u> </u>
<u> </u>	

9. List any municipal waste collection and/or recyclables collection contracts which your organization has completed in the past three (3) years or for which you are currently providing service. (Add extra sheets as needed)

Municipality: Village of Bloomingdale

Approximate population served by you in said municipality: 7,500 Homes/ 23,000 People

Terms of Contract: From 3 - 1 - 2021 To 3 - 1 - 2026

Were Collections Curbside? [☒] YES [☐] NO

Contact person for municipality: Peter Scalera

Address: 201 S Bloomingdale Rd

Bloomingdale, IL 60108

Phone: 630-671-5611
ScaleraP@vil.bloomingdale.il.us

Municipality: Village of Broadview

Approximate population served by you in said municipality: 8,000 People

Terms of Contract: From 6 - 1 - 2023 To 6 - 1 - 2028

Were Collections Curbside? [☒] YES [☐] NO

Contact person for municipality: Katrina Thompson

Address: 2350 S 25th Ave

Broadview, IL 60155

Phone: 708-514-7903
KThompson@Broadview-il.gov

Municipality: Village of Winfield

Approximate population served by you in said municipality: 11,000

Terms of Contract: From 1 - 1 - 2021 To 1 - 1 - 2026

Were Collections Curbside? [☒] YES [☐] NO

Contact person for municipality: Kathy Lamela

Address: 27w465 Jewell Rd

Winfield, IL 60190

Phone: 630-933-7111
KLamela@VillageofWinfield.com

Municipality: Village of Bridgeview
Approximate population served by you in said municipality: 17,000 People

Terms of Contract: From 1 - 1 - 2021 To 1 - 1 - 2026

Were Collections Curbside? [☒] YES [☐] NO

Contact person for municipality: Ken Pannaralla

Address: 7500 S Oketo Ave

Bridgeview, IL 60455

Phone: 773-949-9386
KPannarallaJr@VillageofBridgeview.com

Municipality: Village of Indian Head Park
Approximate population served by you in said municipality: 4,000 People

Terms of Contract: From 10-1-2020 To 10-1-2025

Were Collections Curbside? [☒] YES [☐] NO

Contact person for municipality: Joe Coons

Address: 201 Acacia Dr

Indian Head Park, IL 60525

Phone: 708-901-0516
JCoons@IndianHeadPark.com

10. State the financial ability of your company to perform and finance this work if awarded the contract: Bank of America Secured loan of 30 million & SBC in 2023 finished at

40 Million in Revenue expected to hit 50 million in 2024.

11. Who will supervise the work if the contract is awarded to your company? Please list name, title, and years of experience in the solid waste field.

Name: Shawn Flood

Title: President

Years of Experience: 18 Years

The foregoing is a true statement of facts, and I agree that if any statement is found to be incorrect or false then the proposal will be subject to rejection by the Village of Westchester

Signed: _____

Title: _____

PRESIDENT

SWORN to before me this

22 day of March, 2024.

Michele T. Mele
Notary Public

My Commission Expires: 12-28-25



NON-COLLUSION AFFIDAVIT

State of Illinois

I state that I am STAN P FLOD of the SBC WASTE SOLUTIONS
(Name) (Name of firm or corporation)
INC. and that I am authorized to make this affidavit on behalf
on my firm, and its owners, directors, and officers. I am the person responsible in my firm for
the price(s) and the amount of this proposal.

I state that:

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other contractor, respondent, or potential respondent.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a respondent or potential respondent, and they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from Submitting proposals on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. SBC WASTE SOLUTIONS, INC (Name of Firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction; involving conspiracy or collusion with respect to bidding on any public contract.

I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the VILLAGE of the true facts relating to the submission of proposals for this contract.

STAN P FLOD
(Printed Name of Authorized Representative)

(Signature)

SWORN to before me this

26th day of March, 2024.
Michele T. Mele
Notary Public

My Commission Expires: 12-28-25



PRICING PAGE

PRICES FOR THE TERM OF THE AGREEMENT FOR COLLECTION SERVICES BETWEEN THE VILLAGE OF WESTCHESTER AND

SBC Waste Solutions, Inc

Rate adjustments for years 2-5 shall be tied to the Department of Labor's most recent, revised Consumer Price Index for Chicago.

The Village of Westchester is requesting pricing for the described service levels (noted as base pricing below), as well as alternate pricing (noted as alternate pricing below) to also include the following additional public entity collection locations receiving no-cost to the entity refuse and recycling collection services (if applicable). The alternate pricing proposal locations are as follows:

Westchester Village Hall located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly

Westchester Police Station located at 10300 W Roosevelt Rd – One (1) 2-yard container for refuse, serviced weekly

Westchester Public Works Garage located at 10300 W Roosevelt Road – One (1) 2-yard container for refuse

Fire Station 25 located at 10240 W Roosevelt Rd – One (1) 2-yard container for refuse and one (1) 2-yard container for recycling, serviced weekly

Fire Station 26 located at 10760 W Cermak Rd – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly

Crestwood Pumping Station located at 10307 Crestwood Ln – One (1) 96-gallon toter for refuse and one (1) 96-gallon toter for recycling, serviced weekly

Flat Rate Refuse, Recycling, Yard Waste Collection	Base Regular Rate	Base Senior Rate	Alternate Regular Rate	Alternate Senior Rate
Monthly rate per unit for unlimited collection, refuse and recycling carts provided by hauler	\$18.75	\$16.88	\$20.00	\$18.00

96-Gallon Yard Waste Cart Monthly Rental Fee \$ 12.00
(Billed directly to resident)

Info on Cart Brand, Color, Specifications, and Picture Examples Attached? ☒ Yes ☐ No

ALTERNATIVE SERVICES PRICING PAGE

Referencing Section 3.10, please provide descriptions and cost models, on a Village-wide and/or individual resident basis as applicable, for the below alternate services. Attach any additional information materials, program brochures, and/or service descriptions.

Alternative #1 – Annual Spring Clean-up Curbside Program

Alternate Regular Rate. Spring Clean-up will include up to 6 cu.yds. Alternate bid also includes 2 bulk items per week during the normal collection year.

Alternative #2 – Residential Curbside Electronics (“E-Recyclables”) Recycling Collection

Westchester Residents will receive Unlimited Electronic Waste Recycling. Removed at the curb per week. This service is free to Residents, with 24 hour notice scheduled ahead of time.

Alternative #3 – Residential Curbside Hazardous Waste Collection

Westchester Residents will received Unlimited Hazordous Waste Collection. Removed at the curb per week. This service is free to Residents, with 24 hour notice scheduled ahead of time.

Alternative #4 – Residential Curbside Compost/Organics Collection

Residents can Rent 35Gal, 65Gal, and 95Gal Organic Carts.

Cost of this Service is below:

1-35Gal per Month \$12

1-65Gal per Month \$14

1-95Gal per Month \$16

The Village will consider any alternate proposals offered that deviate from the above criteria. All alternate proposals should be indicated on the Checklist for Proposal page, be labeled as an alternate proposal, and attached to the rest of the proposal documents.

SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document (use additional sheets as necessary).

Section	Paragraph	Explanation of Alternative/Deviation

Village Hall: (708) 345-0020
Police Dept. (708) 345-0060
Fire Dept. (708) 345-0433



VILLAGE OF WESTCHESTER
REFUSE, RECYCLING, AND YARD WASTE COLLECTION SERVICES
REQUEST FOR PROPOSALS
ADDENDUM #1

A. TO ALL HOLDERS OF PROPOSAL DOCUMENTS

Your attention is directed to the following changes in interpretations of, changes in, or additions to the Proposal Documents for the REFUSE, RECYCLABLES, AND LANDSCAPE WASTE COLLECTION SERVICES program in Westchester, Illinois. This Addendum consists of five pages: AD1-1 through AD1-5.

B. SECTION 1 – PROGRAM OVERVIEW

1. Page 3, Section 1.1 – Introduction and Present Service Information, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

The Village of Westchester, a community of 16,892 located in Cook County, Illinois is seeking one qualified and responsible company to provide curbside roll-out refuse, recyclable and yard waste collection services to all residents within Village limits. The goal of the Village is to maintain its current level of solid waste services while exploring additional service options and potential enhancements as described in this Request for Proposals (RFP). This includes all single-family homes which currently utilize curbside refuse, recycling, and yard waste collection services (hereto referred to as “Residential”). The Village’s solid waste and recycling contract is anticipated to cover approximately 7,000 units, less than 2,500 of which a senior discount applies. There are currently 55 centerline miles of streets in the Village. The total area of the Village is approximately 4 square miles.

The contract proposals requested will be for a period of five (5) years with the option of an additional two (2) years if desired. For ease of use, proposals should be itemized to allow specific costs of the contract to be illustrated.

Presently, refuse, recycling and yard waste collection services are provided to each Residential unit on a once per week basis. The Village is divided into four service areas, with each area receiving service on a designated weekday – Monday, Tuesday, Thursday or Friday. The current service schedule map is provided in Appendix A.

Village Residential units receive unlimited refuse and recycling collection with a provision of one (1) 96-gallon toter for refuse and one (1) 35-gallon toter for recyclables. Residential units have the option of placing approved waste containers and bags curbside in addition to supplied toters, or renting additional toters from the Contractor at the expense of the Residential unit. Residential senior units receive a service discount provided by the current waste hauler.

Yard waste collection is included in the program and is offered from April 1 through November 30. It is the Village’s intent to extend this season through the first full two weeks of December. All yard waste is placed in either a paper yard waste bag or a rigid, reusable container clearly identified as being for yard waste, or bundled. Yard waste bags or containers may not exceed 32 gallons in size nor may they exceed 50 pounds in weight. Bundles may not exceed four feet in length or 50 pounds in weight.

In 2023, an average of 523 tons of refuse and 109 tons of recyclables was collected per month over the course of a year, and an average of 112 tons of yard waste was collected per month during the yard waste season.

2. Page 4, Section 1.3 – Term, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

The term of this Contract for refuse collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved facilities from the Village and from all single-family dwelling units with individualized refuse collection located in the Village is for five (5) years, ending on June 30, 2029.

The initial term of this Agreement will be five (5) years commencing on July 1, 2024, and shall remain in full force and effect through midnight on June 30, 2029. At the expiration of the initial five (5) year term, the Village reserves the right to renew and extend this Agreement an additional two (2) years. If such an extension is desired by the Village, The Contractor will be notified no later than 150 days (February 1, 2029) before the expiration of the initial five (5) year term. Beginning July 1, 2025, and on the first day of every July thereafter throughout the term of this Agreement or any extension thereof, the fee for refuse services provided pursuant to this Agreement shall be adjusted on the basis of the then-current costs in accordance with the following formulas:

A. The fee for refuse services will be adjusted annually beginning on July 1, 2025 based on the percentage of change of the published Chicagoland Consumer Price Index during the preceding calendar year. The percentage of change of the Consumer Price Index shall be computed by using the most updated information available.

B. Price change computations which result in fractions equal to or greater than one half (1/2) of one cent shall be rounded up to the nearest cent. Price change computations which result in fractions less than one half (1/2) of one cent shall be rounded down to the nearest cent.

C. The total Annual Adjustment shall not be greater than five percent (5%) of the previous year's cost for services provided under the Agreement or any extension thereof. In the event of a negative CPI rate, the contract price shall neither increase nor decrease.

Commencing not less than five (5) months (150 days) prior to the commencement of the extension of the Agreement, the Village and The Contractor shall engage in good faith negotiations to develop solid waste collection rates attributable to the forthcoming years in question. Among the factors to be considered shall be increased or decreased costs incurred by the Contractor, and increases in the Contractor's productivity, the Contractor's service since the beginning of the Agreement, and prices paid in comparable communities. In the event the Village and the Contractor are unable to agree upon a suitable price, either party may terminate this Agreement by written notice to the other party at least ninety (90) days prior to the expiration date of this Agreement. Otherwise, the Agreement will terminate on June 30, 2029.

C. SECTION 2 – PROPOSAL REQUIREMENTS

1. Page 5, Section 2.1 – Proposal Terms, Item E, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFPs may be adjusted to allow for revisions. To be considered, original proposal, two copies, and one USB flash-drive containing a .PDF version must be at Village Hall on or before the date and time specified.

2. Page 9, Section 2.6 – Proposal Security, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Each proposal shall be accompanied by a proposal security, which shall be in the amount of twenty-five thousand dollars (\$25,000) in the form of a bid bond or certified check or bank cashier's check made payable to the Village of Westchester. Proposals submitted without the required security shall be rejected.

The Village may grant a request of proposal withdrawal, if a written request is received prior to the specified deadline for proposals to be submitted.

After formal notification by the Village that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance bond has been received by the Village, at which time the proposal security will be returned to the successful Contractor. In the event that the awarded Contractor withdraws its proposal, or neglects or refuses to enter into a contract with the Village, the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities of the unsuccessful Contractors shall be held until the successful Contractor's performance bond is received, at which time the proposal securities will be promptly returned to the unsuccessful Contractors.

D. SECTION 3 – PROPOSAL COLLECTION & DISPOSAL PROGRAM REQUIREMENTS

1. Page 13, Section 3.2 – Definitions. For the Definition of Residential, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Residential: All single-family accounts receiving curbside collection services.

2. Pages 23-24, Section 3.11 – General Requirements, Subsection A – Municipal Facilities, **ADD** the following items:

- g. Mayfair Park located at 10835 Wakefield Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
- h. Gladstone Park located at 850 Westchester Boulevard - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
- i. High Ridge Park located at 10945 Canterbury Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly

- j. Community Park located at 10835 Wakefield Street - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - k. Westchester Middle School located at 1620 Norfolk Avenue - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
 - l. Westchester Primary School located at 2400 Downing Avenue - One (1) portable restroom provided during spring, summer, and fall seasons, exact schedule of provisions to be mutually agreed upon by Village and Contractor, serviced weekly
3. Page 24, Section 3.11 – General Requirements, Subsection D – Special Events, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Special Events – The Village currently receives as needed refuse and recycling collection services and provision of portable restrooms and hand washing stations for events designated by the Village. It is the intent of the Village to sustain the current level of service provided to Village festivals and special events on an on-call basis at no charge to the Village for up to five (5) community events annually, some of which take place over the course of multiple days, with up to 1,000 attendees at each event. For one-day events, collection shall occur the day following the event. For multi-day events, collection shall occur daily. Quantities, schedules, and all other applicable logistics related to provisions and services for each event will be mutually agreed upon by Village and Contractor on a case-by-case basis. Tentative annual special events include, but are not limited to:

Juneteenth Celebrations – June 19 and the following Saturday, except for those years during which June 19 occurs on a Saturday

Independence Day Parade – July 4

Community Fest – 2 or 3-day event in July

National Night Out – First Tuesday in August

4. Page 32, Section 3.15 – General Provisions, Subsection F – Bonds and Insurance, Item a – Performance Bond, **DELETE** in its entirety and **SUBSTITUTE THEREFORE** the following:

Performance Bond – At the time of execution of the contract the Contractor shall furnish the required Performance Bond with corporate surety acceptable to the Village in the penal sum of \$1,000,000 to be kept in force for the period of this Contract, including any renewal thereof, conditioned upon the faithful performance by the Contractor of its obligations under this Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the Village and said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by the Contractor. The surety on said bond shall have at least an A- financial rating in the most recent edition of Best's Insurance Reports, registered to do business in Illinois. Said Performance Bond shall act in addition to and not in lieu of the Indemnification as provided herein.

E. IN ACKNOWLEDGEMENT BY BIDDERS

Each Vendor shall acknowledge receipt of this Addendum by providing a signed copy of this Addendum in their Proposal. Proposals submitted without this signed Addendum will be considered incomplete and will be rejected.

Vendor Name: SBC WASTE SOLUTIONS, INC

Vendor Representative: STAN P. FLOOD

Representative Signature: [Signature] Date: 3-18-24