

REQUEST FOR PROPOSAL
FOR
SOLID WASTE COLLECTION SERVICES
FREMONT TOWNSHIP

October 1, 2019

PUBLIC NOTICE

Request for Proposal (RFP)

BY
FREMONT TOWNSHIP
FOR
SOLID WASTE COLLECTION SERVICES

NOTICE IS HEREBY GIVEN that Fremont Township will accept sealed proposals for providing all labor, equipment, vehicles, materials and related services necessary for the collection of residential waste, recyclable materials and landscape waste at all dwellings with four or fewer units, and the collection of refuse and recyclable materials from designated township collection sites. The proposed term of the agreement will begin on April 1, 2020 and end on March 31, 2026.

Proposals will be accepted until **4:30 pm, November 8, 2019**, at the Fremont Township office, 22385 W. Route 60, Mundelein, IL 60060.

Copies of the RFP will be available for pick-up beginning at **8:30 a.m., October 1, 2019**, at the Fremont Township office. Upon request, the RFP will be provided in electronic format.

A mandatory Pre-Proposal meeting will be held at **9:00 a.m., October 10, 2019** at the Fremont Township office.

Questions regarding the RFP must be submitted in writing and sent to Diana O’Kelly, Township Supervisor, **by 4:30 p.m., October 16, 2019**, at the Fremont Township office, or can be sent via email to Diana@fremonttownship.com.

Proposals are to be sealed and marked “Solid Waste Collection Services RFP” and delivered by **4:30 pm, November 8, 2019** to:

Diana O’Kelly, Fremont Township Supervisor
22385 W. Route 60
Mundelein, IL 60060

The Township Board of Supervisors reserves the right to accept or reject any or all Proposals or any part thereof; waive any minor defects, irregularities or informalities; and to decide not to award any contract; or award a contract deemed to be in the best interests of the Fremont Township.

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ARTICLE I INTRODUCTION

Fremont Township (the “Township”) hereby invites firms to submit proposals (“Proposals”) in accordance with the requirements of this Request for Proposal (“RFP”).

The Township is seeking proposals with the intent of selecting a single waste hauler (the “Contractor” or “Proposer”) to provide the services outlined in this RFP. Upon completion of the RFP process, it is the goal of the Township to award a six (6) year (with the possibility of extension) to one Contractor for collection, transportation, and disposal of Residential Waste, Recyclable Materials and Landscape Waste from all residential family dwellings with four units or less, and township collection sites. Two mobile home parks (Paul’s Trailer Park and Diamond Lake Village) will be given the option to opt into the Agreement, and if they do opt in will be required to stay in the franchise during the term of the Agreement. The anticipated start date of the contract is April 1, 2020 with an end date of March 31, 2026. No collection services for commercial or multi-family properties with greater than four unites are covered by this RFP. The purpose of this RFP is to receive proposals from qualified entities to provide solid waste collection services that meet the intent and objectives of the Township as further stated herein. Certain capitalized terms not otherwise defined in the body of this RFP are defined in Article II.

Proposals shall be submitted no later than 4:30 p.m. on **November 8, 2019**. The Township intends to complete the evaluation and selection process by mid-December 2019. The evaluation and selection processes are described in more detail in later sections of this RFP.

The Township is requesting proposals under which the Contractor will commence performing services approximately ninety (90) days after the award of the Agreement. See Article VI of this RFP for details on whom to contact at the Township for inquiries and submission of Proposals.

The Township has an estimated 1,824 dwelling units (the majority are single family homes). **There are approximately 88 homes in the Woods of Ivanhoe and 117 homes in Ivanhoe Estates that will not be included in the Township Franchise.** Since this is the first time the township will have a franchise for hauling services it does not have any data on the quantities of residential waste, recyclables or landscape waste.

The Township desires to obtain cost proposals in the form of **Appendix A** hereto (“Cost Proposal”), proposing monthly fees for various levels of service which are described in this RFP and in greater detail in the draft agreement entitled “RESIDENTIAL SOLID WASTE & RECYCLING SERVICES AGREEMENT” attached hereto as **Appendix B** (the “Draft Agreement”). Under this Draft Agreement, the Township would designate a single waste hauler as the exclusive entity in the Township to provide the services described therein. The Township desires to obtain monthly fees for its residents (for a given level of service) with no fuel surcharges, administrative fees, environmental fees, recycling contamination fees or other costs included in the monthly fee. The services for which the Township seeks cost proposals generally are:

- (1) Once-per-week limited curbside service for collection, transportation and disposal of Residential Waste. Limited Customers will receive a 65-gallon, wheeled cart, to be furnished by the Contractor. All collection services for Residential Materials shall be provided on the same collection day.
- (2) Once-per-week unlimited service for collection, transportation and disposal of Residential Waste. Unlimited Customers will receive a 95-gallon, wheeled cart, to be furnished by the

Contractor. All collection services for Residential Materials shall be provided on the same collection day.

(3) At the same time as collection of Residential Waste, the Proposer shall collect Bulk Items. One bulk item per week, not including white goods. A separate quote for white goods collection is requested in the Cost Proposal in Appendix A.

(4) Vacation stop under which Customers may request a temporary suspension of the collection of Residential Waste and Recyclable Materials, provided the suspension must be for at least 30 days and not exceed 90 days.

(5) Once-per-week curbside, unlimited collection, of Recyclable Materials to be taken to a facility chosen by the Contractor. The Contractor will furnish each Customer, at no separate charge, a 65-gallon wheeled cart for Recyclable Materials. One-time upgrade option beginning in year two (2) to a 96-gallon wheeled cart at no charge during the month of May for the remaining term of the contract.

(6) Once-per-week (from April 1 through November 30) street-side collection, transportation and disposal of Landscape Waste for Customers subscribing for this service, with a flat rate for up to ten (10) metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons, with stickers required to be purchased and affixed to each bag in excess of such capacity, or for customers who only want to use stickers and not the subscription services. Separate rates are requested in the Cost Proposal in Appendix A for collecting landscape waste only and for allowing the commingling of food scraps with landscape waste.

(7) Fall Leaf Collection program beginning in mid-October and running for a total of six weeks. Separate rates are requested in the Cost Proposal in Appendix A for a leaf bag approach and a leaf vacuum approach. Under the leaf bag approach, Customers will be required to bag all the leaves in a Kraft bag or rigid container and place them at the curb for collection, with no sticker required. Under the leaf vacuum approach, Customers will be required to place the leaves within an appropriate distance from the edge of the road, and the Contractor will be required to provide once a week service throughout the Township during the six-week period. The amount of leaves is unlimited under both options.

(8) The Contractor shall provide year-round street-side collection of electronic devices (as defined by the IL Consumer Electronics Recycling Act), on at least a once a month basis.

(9) Public area collection: furnish containers for the deposit of Residential Waste and Recyclable Materials at each Township Collection Site; and collect, transport, and dispose of such Residential Waste and Recyclable Materials, at dates and times and subject to such additional conditions as agreed upon with the Township (see Exhibit C in the Draft Agreement, which is in Appendix B of the RFP). The only other Township related special service under this proposed contract is that the Contractor provide or pay for one paper shredding truck once per year during the term of the Agreement.

(10) Customers that are age 65 and older shall receive a 10% discount on the monthly cost for unlimited collection service of Residential Waste and Recyclable Materials.

(11) Private Services (primarily for large amounts of Residential Waste that exceed one cubic yard) to be provided upon Customers' request at the rates set forth in the Cost Proposal.

(12) The Contractor shall bill Customers on behalf of the Township for services provided to Customers under this RFP.

(13) Customers, at their option, may lease additional carts for Residential Waste and Recyclable Materials at rates set forth in Appendix A, and may change the size of the Residential Waste wheeled cart from a 95-gallon cart to either a 65-gallon cart or a 35-gallon cart once during the first 30 days of this Agreement without cost. Additional elections to change Residential Waste wheeled cart sizes shall be billed as set forth in the Cost Proposal.

(14) The Township does not have a preference for which day of the week the collection services are provided, but the Contractor shall indicate which day it is proposing in its proposal. The Township shall not allow the Contractor's collection trucks to begin collection services prior to 7 a.m.

(15) There is a no franchise fee.

(16) Appendix A includes a requirement to provide larger container cost proposals for both Residential Waste and Residential Recyclables for the two mobile home parks and the handful of rural Customers who typically have 1 to 2 cubic yard containers for Residential Waste.

The Township seeks a Contractor who can provide these services and the other services described in this RFP at a reasonable cost; in a clean, courteous and well-executed manner; with uninterrupted and continuous service; and efficiently executed. Proposers should consult the attached Draft Agreement prior to submitting their proposal. If the Proposer requires revision to the Draft Agreement, written revisions must be included with the proposal submission. The Draft Agreement is not in final form and the final Agreement will be negotiated with the selected Proposer.

The Township will evaluate Proposals in accordance with the evaluation criteria set forth in Article IV (the "Evaluation Criteria") and the submittal requirements set forth in Article V (the "Submittal Requirements") of this RFP.

After this evaluation process and following negotiations with one or more of the Proposers, the Township anticipates that it will select one Proposer to provide the services for the Township. All Proposals submitted shall remain in full force and effect during the Township's evaluation and selection process.

ARTICLE II DESCRIPTION OF SERVICES

Section 2.1 Defined Terms and Interpretation. Whenever used in this RFP, the following capitalized terms shall have the following meanings unless a different meaning is required by the context:

"Agency" means the Solid Waste Agency of Lake County, known as SWALCO.

"Agreement" means the Residential Solid Waste & Recycling Services Agreement as finally executed by the Contractor and the Township upon the selection of the successful Proposer pursuant to this RFP.

“Bulk Items” means household items of such size as to render them unsuitable for deposit in a refuse container but which one person can lift into a refuse truck, such as furniture, storm doors and windows, metal and lumber products and machine parts.

"Customer" means the owner or occupant of a single-family dwelling, townhome, and multi-family dwellings of 4 or less units to whom the Contractor furnishes services pursuant to the Agreement. Customers may include the residents of Paul’s Trailer Park and Diamond Lake Estates if they opt into the Agreement, but not the Woods of Ivanhoe or Ivanhoe Estates subdivisions.

“Food Scraps” mean garbage that is capable of being composted and as further defined in 415 ILCS 5/3.197.

"Landscape Waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.270.

"Township Collection Sites" means those public areas owned or maintained by the Township from which the Contractor is required to collect refuse and waste as identified in Exhibit C to the Draft Agreement.

"Private Service" means the collection of refuse and waste by the Contractor from Customers, pursuant to separate agreements or arrangements between a Customer and the Contractor.

"Recyclable Materials" means aluminum cans, tin, steel and bi-metal cans; clear, green and brown glass bottles and jars; newspapers, magazines, and mixed papers (junk mail, chipboard, white and colored paper, brown kraft paper bags); corrugated cardboard, #1 PETE plastic containers and #2 HPDE plastic containers, #3 - #5 plastic containers, and any other material or materials which the Township and Contractor may identify as a "Recyclable Material" after the execution of the Agreement.

"Residential Waste" means garbage, refuse, industrial, lunchroom or other waste, and other material described at 415 ILCS 5/3.290 resulting from operation of single-family residential properties and from community activities; provided, however, that "Residential Waste" shall not include Recyclable Materials or Landscape Waste.

"State" means the State of Illinois.

“Street-side” means within four (4) feet of the curb or edge of street pavement in front of a Customer's property.

"Township" means the Fremont Township, Illinois.

“Township Container” means a front-loading container suitable for automated waste and recycling collection by private waste haulers from a Municipal Collection Site.

"Landscape Waste Sticker" means a sticker or tag to be sold by the Contractor or its agents and that is to be affixed to Landscape Waste designated for collection from a Customer who places for collection on a given pick-up day cans, bags or bundles of Landscape Waste.

“Wheeled Cart” means a two-wheel durable, plastic, lidded container suitable for curbside automated waste and recycling collection by private waste haulers. A Large Wheeled Cart shall have a capacity of approximately 95 gallons, a Medium Wheeled Cart shall have a capacity of approximately 65 gallons, and a Small Wheeled Cart shall have a capacity of approximately 35 gallons.

In construing this RFP, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires. Any capitalized terms used but not defined in this RFP shall have the meanings given such terms in the Draft Agreement.

Section 2.2 Scope of Services

The Township is seeking proposals which include the services set forth below.

(A) RESIDENTIAL WASTE COLLECTION

The Contractor shall collect, transport, and dispose of Residential Waste in accordance with the following:

- a) Customer Service. Each Customer shall have the right to select Limited Service or Unlimited Service from the Contractor:
 - (i) Once-per-week subscription service (“Limited Service”) which provides for collection by the Contractor of Residential Waste from one (1) Medium Wheeled Cart (65 gallon). For Limited Service the Customer shall pay the Contractor a flat monthly rate. Under the Limited Service option, the Contractor shall have no obligation to collect Residential Waste beyond the maximum number or capacity of the Medium Wheeled Cart, unless the Customer affixes a Waste Sticker to each additional container placed by the Customer for collection.
 - (ii) Once-per-week subscription service (“Unlimited Service”) which provides for collection by the Contractor of Residential Waste from one (1) Large Wheeled Cart (95 gallon) and an unlimited number of approved containers, and for which the Customer shall pay to the Contractor a flat monthly rate.

Each Customer shall have an opportunity to inform the Contractor of the specific type of collection service selected and shall have the right to change from either service to the other one time within the first 30 days of the term of the Agreement without charge. Any service level changes after the first 30 days shall be charged in accordance with Appendix A. The Contractor shall provide Unlimited Service to any Customer that has not specifically selected a type of service.

b) Location of Service. The Contractor shall collect all Residential Waste that is placed by each Customer at street-side in front of the Customer’s property.

c) Time of Collection. Customers are required to place containers at Street-side by 6:00 a.m. on the designated day for collection. All Residential Waste shall be collected from each Customer by

7:00 p.m. on the designated day of collection, except as otherwise agreed between the Township and the Contractor.

d) Transport and Disposal. All Residential Waste collected shall be transported and disposed of in accordance with Section 4.6 of the Draft Agreement.

e) Containers. The Contractor shall furnish at no additional cost to the Customer an acceptable container for Residential Waste, which shall be a Large Wheeled Cart if the Customer chooses Unlimited Service and a Medium Wheeled Cart if the Customer chooses Limited Service. If a Customer chooses to use his own container for excess Residential Waste, it shall be a container of standard waterproof construction of durable metal or plastic material, with a tight-fitting cover and with handles, not exceeding a capacity of approximately thirty-two (32) gallons. The Contractor shall provide an additional Medium Wheeled Cart or Large Wheeled Cart, at the Customer's option, at a cost as listed in Appendix A. All Wheeled Carts shall be of the same style, color, and configuration, to insure uniformity of appearance. All Wheeled Carts furnished by the Contractor shall be owned and maintained by the Contractor.

f) Bulk Item Service. Bulk item pick-up at Street-side shall be included as part of Residential Waste collection. Such pick-up shall be made one (1) time each week and shall be on the same day as the Residential Waste pick-up and shall include one Bulk Item per pick-up.

g) Township Site Collection and Annual Free Disposal Volume. The Contractor shall, without cost to the Township, at Township Collection Sites (see Exhibit C in the Draft Agreement): (i) furnish Township Containers for the deposit of Residential Waste at each Township Collection Site; and (ii) collect, transport, and dispose of such Residential Waste, at dates and times mutually agreeable to the Township and the Contractor.

(B) LANDSCAPE WASTE/FOOD SCRAP COLLECTION AND SIX WEEK LEAF COLLECTION PROGRAM

The Contractor shall collect, transport, and dispose of Landscape Waste and Food Scraps (separate quotes will be required from the Contractor for collection with and without food scraps during the 8-month landscape waste season, and the final contract will indicate which option was chosen) from April 1 through November 30 of each year, in accordance with the following:

a) Customer Selection of Landscape Waste Service. Each Customer shall have the right to select one of the Landscape Waste services listed below:

(i) Customer Subscription. Each Customer shall have the right to subscribe for Landscape Waste collection service from the Contractor for a flat monthly rate that covers up to ten (10) metal or plastic containers or biodegradable paper "kraft"-type bags, each container or bag not to exceed a capacity of 32 gallons. If the Customer places more than 10 containers or bags for collection, the Contractor shall have no obligation to collect the Landscape Waste from the additional containers unless the Customer has affixed a Landscape Waste Sticker thereto.

(ii) Pay per Bag/Sticker System: Once-per-week volume-based system, for which the Contractor shall collect Landscape Waste once per week, and for which the Customer shall pay to the Contractor only in proportion to the quantity of

Landscape Waste collected from the Customer. If the Customer chooses to use the once-per-week volume-based service, the Contractor shall have no obligation to collect any Landscape Waste in any container to which a Landscape Waste Sticker is not affixed.

b) Containers. The Contractor shall have no obligation to collect any Landscape Waste unless such Waste is either:

- (i) Placed in biodegradable paper “kraft”-type bags of a capacity not to exceed 32 gallons;
- (ii) Placed in metal or plastic cans of a capacity not to exceed 32 gallons; or
- (iii) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length and 24 inches in diameter.

c) Christmas Trees. For all residential Customers, the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no cost to the Customer.

d) Location of Collection. The Contractor shall collect all Landscape Waste that is placed by each Customer at street-side in front of the Customer's property.

e) Time of Collection. Customers are required to place Landscape Waste containers at street-side by 6:00 a.m. on the designated day for collection. All Landscape Waste shall be collected from each Customer by 7:00 p.m. on each designated day of collection, except as otherwise agreed between the Township and the Contractor, between April 1 and November 30 of each calendar year. The Contractor shall collect Landscape Waste on the same day as the Contractor collects Residential Waste from the Customer.

f) Transport and Disposal. All Landscape Waste and Food Scraps collected shall be transported and disposed of in accordance with Section 4.6 of the Draft Agreement.

g) Six Week Leaf Collection Program. In addition to the subscription and sticker options describe in this section, all Customers shall be provided a Six Week Leaf Collection program beginning in mid-October and running for a total of six weeks. Separate rates are requested in the Cost Proposal in Appendix A for two different six-week programs. Under option one Customers will be required to bag all the leaves in a Kraft bag or rigid container and place them at the curb for collection. Under option two Customers will be required to place leaves within a reasonable distance to the road to be serviced by a leaf vacuum truck. Under both options the amount of leaves is unlimited.

(C) RECYCLABLE MATERIALS

The Contractor shall collect, transport, and manage Recyclable Materials in accordance with the following:

a) Location of Collection from Customers. Customers shall place Recyclable Materials designated for collection at street-side in front of the Customer's property.

b) Time of Collection from Customers. The Contractor shall collect Recyclable Materials from each Customer at least once per week, on the same day as the Contractor collects Residential Waste from the Customer.

c) Transport and Management of Recyclables. All Recyclable Materials collected shall be transported and managed in accordance with Section 4.6 of the Draft Agreement.

d) Containers. The Contractor shall furnish at no separate cost to the Customer, a Medium Wheeled Cart. Once a year, beginning in 2021 and during the entire month of May, Customers will be allowed to upgrade the cart, at no charge, from a Medium Wheeled Cart to a Large Wheeled Cart one time during the term of the contract. The Recyclables Material cart shall have a different color lid than the Residential Waste Wheeled Cart, shall have a recycling sticker or permanent stamp on the cart lid showing what items are accepted in the recycling program, and shall be approved by the Township prior to being ordered and used in the Township.

e) Township Site Collection. The Contractor shall, without cost to the Township, at Township Collection Sites: (i) furnish Township Containers for the deposit of Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Recyclable Materials, at dates and times mutually agreeable to the Township and the Contractor..

f) Electronic Device Recycling. The Contractor shall provide year-round street-side collection of electronic devices (as defined by the IL Consumer Electronics Recycling Act) on at least a once a month basis. A monthly cost proposal, if any, is requested in Appendix A to provide this once a month service for all electronics devices as defined by State statute.

(D) PRIVATE SERVICES

a) In addition to the Residential Services provided by the Contractor on behalf of the Township, the Contractor shall also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to: white goods/appliances; auto parts; large amounts of building materials (including lumber, structural steel, concrete, bricks and stones); heavy appliances; pianos; and such other bulky items that require more than one person to handle.

b) For Private Services, the Contractor agrees to have available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor and shall provide the Private Services within one week of providing the cost estimate to the Customer.

c) The Contractor shall submit to the Township, a cost per cubic yard for Private Services to be provided to Customers in the Cost Proposal in Appendix A.

d) Any white goods (as defined by section 22.28 of the Illinois Environmental Protection Act) collected relating to the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow. The Contractor shall submit to the Township in Appendix A, a cost per white good/appliance to be collected from the Customer, at the Customer's street-side location.

e) The Contractor, if requested by the Township, shall provide a special emergency collection from a single-family residence, in circumstances requiring prompt disposition of Residential

Waste and where a delay in pick-up until the next regularly scheduled Residential Waste collection day would or might be injurious or detrimental to the health or welfare of the community. Any such special emergency service shall be completed at the direction of the Township. This provision does not and is not intended to provide free waste hauling service to the Township and its residents in the event of a natural disaster, such as tornado, wind storm, flooding or another similar occurrence. The Contractor shall submit a cost per cubic yard, cost per hour per person, and cost per hour per vehicle in the Cost Proposal in Appendix A for emergency services. In the case of a natural disaster, the rates submitted by the Contractor in Appendix A will be utilized if the Township decides it is necessary to provide such services to the residents of the Township.

(E) TOWNSHIP SPECIAL EVENTS

There is only one special event included in this Agreement, the annual paper shredding event that the Contractor shall be required to provide one paper shredding truck each year during the term of the Agreement, at no cost to the Township.

(F) VACATION STOP

A Customer may request temporary suspension of Residential Waste and Recyclable Materials by giving notice to the Contractor, provided the suspension must be for at least 30 days and not exceed 90 days. The Contractor shall not bill the Customer for suspended services for the term of the temporary suspension.

(G) DISPOSAL

- a) Residential Waste.
 - i) Residential Waste shall be removed from the Township at the close of each day of collection and shall be disposed of at one or more SWALCO-designated lawfully operated pollution control facilities at the Contractor's sole cost and expense. The SWALCO-designated facilities in operation at the time of execution of this Contract are the Countryside Landfill in Grayslake, the Zion Landfill in Zion, the Pheasant Run Landfill in Kenosha County, Wisconsin, the Livingston Landfill in Livingston County, Illinois, the Lee County Landfill in Lee County, IL, and the Newton County Landfill in Newton County, Indiana.
 - ii) Notwithstanding the foregoing, the Township reserves the right to direct the location of disposal to another pollution control facility.
- b) Landscape Waste and Food Scraps.
 - i) All Landscape Waste and Food Scraps shall be disposed of in a lawful manner at properly permitted landscape waste composting facility or facilities.
 - ii) Not less than 60 days prior to the date on which the Contractor commences disposal of Landscape Waste and Food Scraps at a location, the Contractor shall notify the Township in writing of the designation of such location. Notwithstanding the foregoing, the Township reserves the right to reject any proposed location, or to direct the location of disposal to an alternate Landscape Waste facility.

- iii) No Landscape Waste or Food Scraps may be disposed of at a landfill or solid waste incinerator, unless otherwise authorized by the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and approved in advance and in writing by the Township. The Township reserves the right to designate one or more licensed composting facilities to purchase or accept Landscape Waste if doing so will provide a financial benefit to the Township.
- c) Recyclable Materials.
 - i) All Recyclable Materials shall be collected, separated and otherwise treated in a lawful manner to facilitate the sale of Recyclable Materials to end-use markets or to Recyclable Material brokers. All collected Recyclable Materials shall be recycled regardless of the income received or the cost to the Contractor resulting from the sale of the Recyclable Materials.
 - ii) The Contractor shall deliver all collected Recyclable Materials to a recycling facility chosen by the Contractor. Notwithstanding the foregoing, the Township reserves the right to designate an alternate recycling facility.
 - iii) No Recyclable Materials may be deposited in a landfill or waste incinerator unless approved in advance and in writing by the Township. The Contractor shall abide by the Rules and Regulations set forth by the Designated Facility. The Township may terminate this Agreement if the Contractor fails to abide by the Rules and Regulations set forth by the Designated Facility used for the processing of collected Recyclable Materials.
- d) If the Township directs the disposal of any Residential Waste, Landscape Waste or Recyclable Materials to any alternate facility, the Township and the Contractor will negotiate an equitable adjustment to the Contractor's compensation under this Agreement because of an increase or decrease in realized costs.

(H) EQUIPMENT

The Contractor agrees to collect Residential Waste and Recyclable Materials in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the Contractor will use care to see that no litter or scattering of waste material occurs by providing a suitable covering. The Township may give special consideration to proposals that include equipment with sustainable features.

ARTICLE III
INSTRUCTION TO PROPOSERS

Section 3.1 Introduction.

The Township desires to select the successful Proposer who, in the Township's opinion, will best be able to provide the Services described in Article II of this RFP.

The Township will evaluate each Proposal using the Evaluation Criteria and will make its final decision based on which Proposer or Proposers, on balance, fulfills the Evaluation Criteria in a way that is in the best interest of the Township.

The Township will select one (1) Proposer to provide all Services described in this RFP.

Section 3.2 Mandatory Pre-Proposal Conference.

The Township will conduct a **mandatory** pre-proposal conference on **October 10, 2019 at 9:00 a.m.**, at the Fremont Township Office located at 22385 W. Route 60, Mundelein, IL, to explain the documents included with this RFP. Nothing stated at the pre-proposal conference shall change any such document unless an Addendum is issued therefore pursuant to Section 3.3 of this RFP. Proposers are encouraged to submit any questions in writing to the Township sufficiently in advance of the scheduled pre-proposal conference to ensure that all questions can be responded to at the pre-proposal conference. Attendance at the pre-proposal conference is mandatory.

Section 3.3 Addenda and Interpretation.

3.3.1 Addenda. No interpretation of the RFP or Contract Documents will be made except by a written Addendum duly issued by the Township. No interpretation not contained in an Addendum shall be valid or have any force or affect whatever. All Addenda issued prior to the opening of Proposals shall become a part of the Proposal or Contract Documents.

3.3.2 Informal Responses. The Township will not give oral answers to any inquiries regarding the meaning of the RFP or Contract Documents or oral instructions prior to the award of the Contract. Any such oral answer or instruction shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of prospective Proposers, shall not be guaranteed, and shall not be relied upon by any prospective Proposer. By submitting a Proposal, each Proposer shall be deemed to have agreed that such information has not been used as a basis of its Proposal and that the giving of any such information does not entitle such Proposer to assert any claim or demand against the Township or its respective officers, employees, agents, or attorneys on account thereof.

3.3.3 Inquiries. All Addenda issued prior to the opening of Proposals shall become a part of this RFP or the Agreement. Each prospective Contractor shall be responsible for inquiring from time to time as to the availability of Addenda. The Township shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. The failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under its Proposal as submitted. All inquiries shall be

made in written form, addressed to the person identified in Article VI, and submitted by **no later than 4:30 p.m. on October 16, 2019**. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

Section 3.4 Submittal of Proposals.

In submitting a Proposal, each Proposer states and agrees that the Proposal is submitted in strict accordance and compliance with the requirements, scope and intent set forth in this RFP.

Where Proposals are signed by an agent of the Proposer, evidence of his or her authority to act as such agent shall accompany the Proposal.

Section 3.5 Modification and Withdrawal Prior to Opening.

Written modifications or requests for withdrawal of Proposals must be in writing and sent by mail, facsimile or email, directed to the person identified in Article VI. However, any such requests must be received prior to the time fixed for the Proposal opening; and provided that written confirmation of any facsimile or email withdrawal over the signature of an authorized representative of the Proposer is placed in the mail and postmarked prior to the time set for Proposal opening. All modifications, corrections or requests for withdrawal must be clearly identified as such. No verbal requests will be accepted. The withdrawal of a Proposal prior to the time set for Proposal opening shall not prejudice the right of a Proposer to timely file a new Proposal.

Section 3.6 Evaluation and Selection Process.

An Evaluation Committee, comprised of Township staff and consultants and any persons selected by the Township, will review Proposals in accordance with the Evaluation Criteria. The Evaluation Committee will evaluate the Proposals and report to the Township Board. As part of its review, the Evaluation Committee may request that one more of the Proposers answer written questions or attend interviews to be conducted by the Evaluation Committee.

It is expected that the Evaluation Committee will then identify one or more Proposers with which to conduct negotiations and discussions regarding their Proposals to identify the Proposer that best meets the objectives of the Township and is most advantageous to the Township. Presentations or negotiations, if conducted, will occur only after the due date for the Proposals. During this evaluation and negotiation period, Proposers so identified may be asked to submit new or revised cost proposals and make presentations. (Any such revised cost proposal shall be no less favorable to the Township than those cost proposals initially submitted to the Township.)

However, Proposers are asked to submit their best offer regarding pricing in their initial Proposal. The Township prefers to award a contract based on the initial proposal submission. It should not be assumed that there will be a subsequent opportunity during which price proposals can be modified. At the sole option of the Township and for the purpose of obtaining the best and final offers, negotiations may be conducted with either the Proposer with the highest ranked proposal; or with Proposers who have submitted Proposals that are within the established competitive range; or with all Proposers. Upon completion of negotiations, if any, the Township may, at its discretion, call for “best and final offers”.

In addition to the requirements of this RFP, each Proposer will provide, upon written request from the Township, such additional information as may be required by the Township to establish, verify and confirm the Proposer’s competence and ability to perform the Services.

During the evaluation and negotiation period and prior to the execution of written agreements between the Township and the successful Proposer, each Proposer shall keep its Proposal in effect. At the completion of this negotiation process, the Evaluation Committee will recommend the selection of a successful Proposer to the Township Board. The Township Board will then select a successful Proposer who will be required to execute the various agreements.

The Township may select a replacement Proposer, and replace any selected Proposer with this replacement Proposer, if any selected Proposer fails to execute the required documents within the required three or five-day period.

The Township intends to complete the evaluation and selection process by mid-December 2019, however, the Township reserves the right to extend this evaluation and selection process as deemed necessary. **After the Township's receipt of Proposals due on November 8, 2019, no Proposal may be withdrawn without the consent of the Township and all Proposals submitted shall remain in full force and effect during the Township's evaluation and selection process.**

Section 3.7 Rejection of Proposals; Waiver of Irregularities.

The Township reserves the right to reject any or all Proposals, or any part thereof, for any reason including nonconformance with the requirements set forth herein.

No Proposer or any third party shall be entitled to any written justification or administrative appeal of the Township's selection process.

The Township reserves the right, in its sole discretion, to waive all informalities or failure to comply with the requirements of the RFP when it may deem such waiver to be in the best interest of the Township.

Section 3.8 Ownership of Proposals.

The Township will retain full title and ownership of all submitted materials. Proposals will not be returned to Proposers.

Each Proposer, by submitting its Proposal, acknowledges and consents to the use by the Township of information submitted in the Proposal. The Proposer further agrees that the Township shall have the right to incorporate any aspect of its Proposal into the Agreement irrespective of the identity of the successful Proposer with whom the Township enters into the Agreement.

Section 3.9 Costs.

All costs that each Proposer incurs in preparing and submitting its Proposal are the sole responsibility of the Proposer and will in no event be paid or reimbursed by the Township.

Section 3.10 Proposal Security.

Each Proposer must submit proposal security, as set forth in the Submittal Requirements, as a guarantee that if selected it will enter into the Contract with the Township in substantial conformity with this Proposal. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has entered into the required contractual agreements with the Township.

If selected as a successful Proposer, each Proposer acknowledges and agrees that it shall provide the performance bond, as described in the Submittal Requirements, to guarantee that it will perform the services described in this RFP.

Section 3.11 Compliance with Laws.

The successful Proposer shall be required and shall agree to comply with all laws, statutes, ordinances and regulations of any governmental body, including, but not limited to the Township and federal and state and local governments, that are applicable to or in any manner may affect the services performed under the Agreement, including nondiscrimination and equal employment opportunity requirements.

Section 3.12 Insurance.

The successful Proposer shall be required to maintain, at a minimum, the insurance coverage set forth in **Appendix E** to this RFP. Each Proposal shall be accompanied by written evidence of such Proposer's ability to procure all the insurance in the amounts, coverages, scope and form specified therein.

Section 3.13 Taxes.

The Township is exempt from state and local sales, use and excise taxes. A letter of exemption will be provided to the selected Proposer, if necessary. The Township will not reimburse, nor assist the selected Contractor in obtaining reimbursement, for any state or local sales, use, or excise taxes paid. The selected Contractor shall be required to reimburse the Township for any such taxes paid. All prices stated in Proposals shall include any other applicable taxes.

Section 3.14 Permits.

All Proposals 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 each prospective Contractor to determine the applicable licenses, permits, and other authorizations.

Section 3.16 Notice of Award.

If the Contract is awarded by the Township, such award shall be effective when a notice of award has been delivered to the successful Contractor ("Effective Date of Award"). The Township will prepare copies of the Agreement based upon the successful Contractor's Proposal and will submit them to the successful Contractor with the notice of award.

Section 3.16 Execution of Agreement.

3.16.1 Closing Date. Unless otherwise stated in the notice of award, the successful Contractor shall satisfactorily complete all "Conditions Precedent to Closing" (as described herein) before, and the Agreement and all related documents shall be executed, submitted and exchanged by the Township and the successful Contractor ("Closing") on, the fifteenth day following the Effective Date of Award or within such extended period as the Township may, in the exercise of its sole discretion, authorize in writing after issuance of the notice of award ("Closing Date").

3.16.2 Conditions Precedent to Closing. On or before the Closing Date, the Successful Contractor shall: (1) sign, date as of the Closing Date, and submit to the Township all five copies of the Agreement and all other required documentation related thereto on or before the Closing Date; and (2) submit five executed copies of the required Performance Security dated as of the Closing Date and all required certificates and policies of insurance (“Conditions Precedent to Closing”). Failure to execute or submit any of the aforesaid documents in a timely fashion shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 5.2.16 of this RFP. If the submitted documents fail to comply with this RFP or the Agreement is not executed and submitted in a timely fashion, the Township may, in its sole discretion, annul the award or allow the successful Contractor an opportunity to correct the deficiencies. In no event will the Township execute the Agreement until all such deficiencies have been cured or the Township has received adequate assurances, as determined by the Township, of complete and prompt performance.

3.16.3 Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by the Township to be in compliance with this RFP and the Agreement, or assurances of complete and prompt performance satisfactory to the Township have been received, the Township shall execute all copies of the Agreement, retain three copies of the completed Agreement, and tender two copies to the successful Contractor at the Closing. The successful Contractor shall tender one copy to its Surety Company or companies. The successful Contractor or its agent shall be present at the Closing.

Section 3.17 Failure to Close.

3.17.1 Annulment of Award; Liquidated Damages. The failure or refusal of a Successful Contractor to comply with the Conditions Precedent to Closing or to otherwise fail or refuse to close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 5.2.16 of this RFP.

3.17.2 Subsequent Awards. Upon annulment of an award, the Township may accept, and award a new Agreement based on any other Proposal as the Township, in its sole judgment, deems to be the best. Alternatively, the Township may also invite new Proposals or may abandon the bidding process or the services.

ARTICLE IV
EVALUATION CRITERIA

Section 4.1 Introduction.

Proposals received in response to this RFP will be evaluated by the Township for completeness and responsiveness based on the expertise, experience, technical and financial qualifications of the Proposer and the evaluation criteria established by this RFP. Where used below: (i) the term “quality” shall refer to the degree of excellence, thoroughness and credibility of the Proposer or the Proposal; and (ii) the term “reasonableness” shall refer to the extent to which a Proposal represents proposed staffing, pricing, equipment and an operational approach that are sensible and feasible and are within the capability of the Proposer.

Section 4.2 Quality of Proposer.

1. The professional qualifications and experience of the Proposer on similar contracts.
2. Evidence of strengths and experience of the committed personnel.
3. The specialized experience of the committed personnel.
4. The past performance of the Proposer on other similar contracts in terms of quality of services performed.
5. Financial capability of the Proposer.

Section 4.3 Adherence to the Requirements of this RFP.

1. Verification that the Proposer can provide the services described in this RFP for five years.
2. Compliance with all applicable local, state and federal laws.
3. Must disclose litigation, fines or other disputes involving the Proposer or any subcontractor with the Proposer intends to use.

Section 4.4 Quality and Reasonableness of Proposal.

1. Organizational plan and chart describing the organizational structure, staffing lines of authority and communications.
2. Adequacy and comprehensiveness of proposed insurance and bonding program.
3. Operational approach.
4. Quality control plan.
5. Quality of description of monthly operating reports included, but no limited to, complaint information and resolution and tonnages collected by type.

6. References.

Section 4.5 Reasonableness of Cost Proposals.

Section 4.6 Quality and Reasonableness of Any Alternate Proposal.

Section 4.7 Quality and Reasonableness of Comments on Draft Agreement.

The Draft Agreement in **Appendix B** is a draft, and the Agreement (the final form of the contract) will be negotiated with the selected Proposer.

ARTICLE V
SUBMITTAL REQUIREMENTS

Section 5.1 Format.

A total of four copies of the Proposal shall be submitted, consisting of two (2) bound printed copies (each such Proposal to be bound in a single volume), one (1) unbound printed copy (such Proposal to be loose-leaf pages in a single volume, held together with a clip) and one (1) electronic copy. Each printed proposal shall be prepared on standard recycled 8.5 x 11 letter size paper, with material separated by labeled tabs. The electronic copy shall be submitted on a CD-ROM in a PDF format or compatible with "Microsoft Word" and all spreadsheets and related information shall be compatible with "Microsoft Excel". Each Proposer may submit brochures or other information further describing the services proposed and/or pertaining to the qualifications of the Proposer. Any such information submitted must be included in within the one volume. All Proposals shall be submitted in sealed envelopes with the following information on the outside: name of Proposer, contact person, address, telephone number, and marked as a "Solid Waste Collection Services RFP".

Proposers are advised to adhere to the Submittal Requirements. Proposals may be modified, corrected or withdrawn at set forth in Section 3.5 of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the Proposal. The Township reserves the right to accept any Proposals and/or any part of parts thereof and/or to reject any or all Proposals.

If a Proposer chooses to include material of a confidential nature in its Proposal, such material must be identified as confidential, and the Township will keep such information confidential to the extent permitted by law, unless such disclosure will not cause competitive harm, or such information was known to the Township prior to its submission, or such information was properly obtained independently by the Township , or the Proposer consents to such disclosure. Notwithstanding the foregoing, the Township is subject to comply with any legal or statutory requirement or court order, including, but not limited to, the Illinois Freedom of Information, and therefore shall disclose such confidential or proprietary information whenever the Township determines in good faith that it is required to do so. By submission of a Proposal, Proposer expressly waives any claim for damages or other relief arising out of any disclosure by the Township. No Proposals or materials will be returned.

Section 5.2 Contents.

A list of the submittal requirements follows. This list should be used only as a guide and does not necessarily represent each submittal requirement for a complete Proposal. At various points throughout this RFP, there are directions for submitting certain types of information or documentation. The detailed

requirements for each submittal requirement can be found in the respective sections of this RFP. If a Proposer cannot meet each submission requirement, the Proposer should offer its reasons for the omission and such pertinent information as would enable the Township to judge the merits of the Proposal in relation to the other Proposals.

Each Proposal should include the following items:

5.2.1 Cover Letter. Proposals shall be accompanied by a cover letter identifying the complete name of the entity submitting the Proposal, the contact information of the individuals who would meet with the Township if requested; and the signature and title of the individual duly authorized to submit the Proposal.

5.2.2 Executive Summary. The executive summary of introduction shall include a statement of the Proposer's understanding of the Services to be performed.

5.2.3 Litigation. A discussion of: (i) potential enforcement actions or pending litigation against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to provide a portion of the Services) with a potential total judgment in excess of \$100,000; and (ii) judgments, fines, sanctions and settlements entered in the last year in excess of \$25,000 against the Proposer (or against any subsidiary or parent of the Proposer or any subcontractor which the Proposer intends to use to provide a portion of the Services) or against any facilities owned or operated by the Proposer.

5.2.4 Operational Approach. This section will include a statement of the Proposer's understanding of all requirements for the Services. This section must be specific, detailed and complete. It should clearly and fully demonstrate that the Proposer understands the requirements and the operational problems inherent in the provision of the Services. The Proposer should also present valid and practical solutions for those problems. In addition, samples of complaint and waste volumes report must be included. The Proposer shall identify all subcontractors with which it intends to enter into subcontracts for the performance of a portion of the Services.

This section shall also include information on how the Contractor will educate Customers on proper recycling and composting and implement a communication plan with the Township and its residents to alert them when necessary (e.g., delays in pick-ups, spills, special recycling events).

5.2.5 Organizational Plan and Chart. This section will include a description of the organizational and management structure that will be utilized to perform the Services. At minimum, this section will include a chart identifying the job categories or personnel committed and will specifically identify the assignment of the key personnel. The Proposer should demonstrate that the proposed manpower level on which it has based its Cost Proposal set forth in **Appendix A** is sufficient and can be reasonably expected to meet or exceed the requirements needed to perform the services described in this RFP.

5.2.6 Qualifications of Personnel. This section should specify those executives, supervisors and other personnel considered key to the successful performance of the Services. This will include a discussion of everyone's qualifications, training, education, experience with similar projects and the position of these individuals in the Proposer's overall organization. Resumes should be included for key personnel, describing their education, background, relevant experience, certifications and accomplishments.

5.2.7 Cost Proposal. The Contractor's Cost Proposal shall be submitted by completing all blanks in **Appendix A**, including the Sworn Statement attached thereto. Each Proposal must include the cost information for all the alternatives set forth in **Appendix A**. **The Contractor's cost proposal shall not include any additional fees related to fuel surcharges, administrative fees, environmental fees or recycling contamination fees. The Contractor shall only be able to charge those costs shown on the Cost Proposal.**

5.2.8 Comments on Draft Agreement. The form of the Draft Agreement is attached hereto in **Appendix B**. Each Proposer should submit any written comments on the Draft Agreement with their proposal submission. The Township will review all comments received and, if it deems necessary, request Proposers to attend a meeting to discuss these comments.

5.2.9 Alternative Proposals. The Township will review any alternative proposal submitted by a Proposer regarding the Services to be provided pursuant to this RFP. The Township encourages the submission of alternative proposals which reflect creative and innovative pricing arrangements and/or operational approaches. All alternative proposals must: a.) demonstrate the commitment of Proposer to provide the services required herein to the Township for five years; and b.) maintain the flexibility of the Township to obtain the range of service options and alternatives described in the Cost Proposal. In addition:

- Any alternate proposal must be in accordance with all laws, rules, regulations and permits applicable to the Township.
- All Submittal Requirements outlined in this Article V must be strictly adhered to.

5.2.10 Alternative Fuels and/or Trucks. Each Contractor should specifically describe its plan for using, or transitioning to the use of, refuse, recycling and landscape waste collection trucks in the Township that utilize alternative fuels while providing the services under the Agreement to the Township.

5.2.11 References. Submit at least three (3) governmental or large commercial references, which are in the Chicago region and are service level relevant, including name, address and telephone number of a contact person at the municipality or business responsible for monitoring the contract and a brief description of the services performed thereunder.

5.2.12 Financial Capability. This section shall include the Proposer's financial statements for the three (3) most recent fiscal years and written references from banking institutions and accounting firms representing or doing business with the Proposer.

5.2.13 Assumptions, Deviations and Exceptions. The Proposer should minimize exceptions to the requirements of this RFP. If exceptions or deviations from this RFP are evident, describe such exceptions or deviations and provide a rationale for them. In no event shall such Proposer's assumptions, deviations or exceptions involve the modification of any permits or approvals obtained by the Township. Failure to provide some or all the information requested may be deemed, in the discretion of the Township, to be cause for disqualification of a Proposer.

5.2.14 Insurance. Each Proposer must provide appropriate submissions to demonstrate that its proposed insurance program for the Services to be performed will satisfy the requirements set

forth in **Appendix E**. Such evidence may include a letter from an insurance carrier or its agent, acceptable to the Township, certifying that said insurer has read the requirements set forth in **Appendix E** and will furnish endorsements or the required certificates of insurance upon award of the contract.

5.2.15 Proposal Security. To secure its Proposal as required in the submittal requirements, each Proposer must provide proposal security in the form of a certified check, cashier's check, bank draft drawn on a national bank or a bid bond in an amount equal to twenty-five thousand dollars (\$25,000), as a guarantee on the part of the Proposer that it will, if called upon to do so, accept and enter into the Agreement at rates no greater than those stated in its Cost Proposals. The proposal security of all unsuccessful Proposers will be released after the successful Proposer has been selected and has executed the required written agreements with the Township. The proposal security of the successful Proposer will be returned upon execution of the Agreement and submittal of the performance bond required by the Agreement.

LIQUIDATED DAMAGES: If a Contractor fails to timely submit all additional information requested by the Township or if the accepted Contractor fails to timely and properly submit the required Contractor Security and certificates and policies of insurance, or if the successful Contractor fails to timely and properly execute the contract, the Contractor's Certification, and all other required documentation related to the contract, it will be difficult and impracticable to ascertain and determine the amount of damage that the Township will sustain by reason of any such failure. For such reason, every Contractor shall, by submitting its Proposal, be deemed to agree that the Township shall have the right, at their option in the event of any such default, to retain as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Security or to exercise all equitable remedies it may have against the defaulting Proposer.

5.2.16 Performance Bond. At or prior to commencing service under the Agreement, the successful Proposer will be required to furnish an original performance bond (not a copy of facsimile), substantially in the form set forth as **Appendix D**, in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) as security for the faithful performance of the specified services. The terms and conditions of the required performance bond shall be set forth in the Agreement. Premiums for the performance bond shall be paid by the successful Proposer. A certificate from the surety stating the premiums have been paid in full shall accompany the delivery of the executed bond. If the Contractor shall fail to fulfill the Agreement, the performance bond shall become payable to the Township as liquidated damages.

Each Proposal shall be accompanied by a letter from a corporate surety, satisfactory to the Township, stating that it will furnish the required performance bond for the Proposer, in the event it is selected as the successful Proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his or her power of attorney attached thereto. The surety shall be a duly authorized corporate surety authorized to do business in the State of Illinois. Attorneys-in-fact who sign bonds must file a certified and effectively dated copy of their power of attorney.

In lieu of furnishing a performance bond, the Proposer may demonstrate its ability to furnish an unconditional letter of credit to be delivered at Closing in favor of the Township, in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) drawn on a national or state-chartered bank acceptable to the Township and in such form and with such provisions as are acceptable to the Township, in the Township's sole discretion.

REMEDIES FOR FAILURE TO COMPLY. The selected Contractor will be responsible for all errors in its Proposal resulting from their failure or neglect to comply with the terms of this RFP. The selected Contractor will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Contractor failed or neglected to inform itself prior to submitting its Proposal, and the successful Contractor shall bear all costs associated therewith or arising there from, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the performance of the services under the Agreement.

ARTICLE VI
INQUIRIES AND SUBMISSION OF PROPOSALS

Inquiries Concerning this RFP should be submitted in writing (or by email) by 4:30 p.m. October 16,
2019 to:

Diana O’Kelly
Township Supervisor
Fremont Township
22385 W. Route 60
Mundelein, IL 60060
Diana@fremonttownship.com

Proposals should be submitted by 4:30 p.m. November 8, 2019 to:

Diana O’Kelly
Township Supervisor
Fremont Township
22385 W. Route 60
Mundelein, IL 60060

Proposals sent by fax or email transmission will not be accepted.

**APPENDIX A
FREMONT TOWNSHIP**

SOLID WASTE COLLECTION SERVICES RFP

**COST PROPOSAL and
CONTRACTOR'S SWORN STATEMENT**

Full Name of CONTRACTOR _____ (“CONTRACTOR”)

Principal Office Address _____

Local Office Address _____

Contact Person _____ Telephone Number _____

CONTRACTOR warrants and represents that CONTRACTOR has carefully examined, reviewed and understood all documents included, referred to, or mentioned in this Proposal, and Addenda Nos. _____ [if none, write “NONE”], which are securely stapled to the end of this Proposal.

1. Work Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall, at its sole cost and expense, (a) provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Proposal, the RFP pursuant to which the Township solicited this Proposal and the Agreement to be entered into in the form attached in Appendix B the RFP (collectively, the “Contract”), all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers during the term of the Contract; (b) procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and comply with the laws of the State of Illinois and ordinances and regulations of the Township in connection therewith; (c) procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (d) pay all applicable federal, state, and local taxes; (e) indemnify the Township against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (f) do all other things required of the successful CONTRACTOR or the CONTRACTOR by the Contract; and (g) provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract.

2. Price Proposal. If this Proposal is accepted, CONTRACTOR proposes and agrees that CONTRACTOR shall bill to residents in full payment for all matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the following “Schedule of Prices” unless otherwise provided in the RFP:

A. RESIDENTIAL WASTE COLLECTION PROGRAM

1) LIMITED SERVICE \$ _____
Per household per month
Medium Wheeled Cart (65 gallon)

2) UNLIMITED SERVICE \$ _____
Per household per month
Large Wheeled Cart (95 gallon)

The rate above includes the cart. Senior rates for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

3) COST OF PRIVATE SERVICES \$ _____
Per cubic yard

4) CHANGE OF SERVICE \$ _____
For switching a cart size or service
level beyond the 30-day period Per change in service

5) WHITE GOODS COLLECTION \$ _____
For collecting white goods at the
Customer's street side location Per White Good

B. RECYCLABLE MATERIALS COLLECTION PROGRAM

1) UNLIMITED SERVICE \$ _____
Per household per month

The rate above includes the cart, either 65 or 95 gallons. Senior rate for Customers 65 years of age and older shall be reduced by 10% from the above quoted rate.

C. LANDSCAPE WASTE/FOOD SCRAP COLLECTION PROGRAM

1) CUSTOMER SUBSCRIPTION

The flat rate over an eight-month period from April 1 to November 30, limited to ten, thirty-two (32) gallon containers per week.

\$ _____
Per household for
8-month subscription

\$ _____
Additional charge, if any,
to allow food scrap to be
commingled with landscape
waste

2) PAY PER BAG/STICKER

\$ _____
Per sticker

\$ _____
Additional charge
per sticker, if any,
to allow food scrap to be
commingled with landscape
waste

3) SIX WEEK LEAF COLLECTION WITH
BAGS AND CONTAINERS

\$ _____
Per household per month for
12 months

4) SIX WEEKS LEAF VACUUM COLLECTION

\$ _____
Per household per month for
12 months

D. MONTHLY RATE TO LEASE ADDITIONAL CARTS

Medium Wheeled Cart, 65 Gallon \$ _____

Large Wheeled Cart, 95 Gallon \$ _____

E. EMERGENCY SERVICES

1) Rate for Equipment and Personnel if requested by the Township

\$ _____	\$ _____
Per hour per worker	Per hour per vehicle
	\$ _____
	Per cubic yard

F. LARGER CONTAINER SERVICES AND MOBILE HOME PARKS

All rates shown should be the monthly rate for the described service level unless otherwise noted.

1) One, 1 cy container, 1x, Refuse	\$ _____
2) One, 1.5 cy container, 1x, Refuse	\$ _____
3) One, 2 cy container, 1x, Refuse	\$ _____
4) Diamond Lake Village, 63, 95-gallon carts, 1x per week, refuse	\$ _____
5) Diamond Lake, three, 95 gallon carts, landscape waste	\$ _____
6) Paul's, one 6 cy container, 1x, Refuse	\$ _____

G. BASIS FOR DETERMINING PRICES UNDER THE CONTRACT

It is expressly understood and agreed that:

Adjustment of Compensation: Beginning April 1, 2021 and on April 1st thereafter during the term of the Agreement, the amount payable to the CONTRACTOR for services shall be increased as follows:

Annual Adjustment: On April 1, 2021 and on each twelve month anniversary date thereafter (the "Adjustment Date), the charges as identified in Exhibit A shall increase by two (2%) percent over the prior period's charges; provided that if the percentage increase in the CPI (as measured below) shall exceed two (2%), then the charges identified in Exhibit shall increase by the percentage increase in the CPI, up to a three and one-half (3.5%) percent increase in the CPI, and any percentage increase in the CPI over three and one-half (3.5%) percent shall be disregarded. That is, the charges identified in Exhibit A shall increase by a minimum of two (2%) and a maximum of three and one-half (3.5%) percent on each Adjustment Date. The percentage increase in the CPI on each Adjustment Date shall be determined by comparing the CPI from January preceding the Adjustment Date ("Most Recent CPI") to the CPI reported by the U.S. Department of Labor for January in the year immediately preceding the year of the Most Recent CPI. The CPI means the Chicago-Naperville-Elgin Consumer Price Index for all Urban Consumers, All Items, Issued by the Bureau of Labor Statistics of the United States Department of Labor (1982-84=100).

The **CONTRACTOR** shall notify the Township in writing at least thirty (30) days prior to the effective date of any proposed increase in charges, and such increase shall not be effective until approved by the Township in writing as complying with the terms of the Agreement.

3. CONTRACTOR's Representations and Warranties

To induce the Township to accept this Cost Proposal, CONTRACTOR hereby represents, warrants, and certifies as follows:

A. CONTRACTOR is of lawful age and the only persons interested in this Cost Proposal as principals are those named in the completed Sworn Statement attached hereto and this Cost Proposal is made without collusion with any other person and is in all respects, fair and without coercion or fraud.

B. CONTRACTOR is not barred by law from contracting with the Township or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless CONTRACTOR is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

C. No officer, employee, or person who receives salary in whole or part from the Township is directly or indirectly interested in this Cost Proposal or in the services to which it relates or in any portion of the profits thereof.

D. CONTRACTOR has examined the RFP, including all its Attachments, and will, if this CONTRACTOR's Proposal is accepted, enter into the Draft Agreement in the form attached to the RFP, unless changes to such agreement are mutually agreed upon by the Township and Contractor.

E. CONTRACTOR does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry and CONTRACTOR will take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

F. A certified check, cashier's check, bank draft or bid bond in the amount of \$25,000 has been attached to this CONTRACTOR's Proposal.

G. The surety and insurance commitment letters required by the RFP have been attached to this CONTRACTOR's Proposal.

H. CONTRACTOR understands and agrees that the Township reserves the right to reject all proposals, reserves the right to reject the low-price proposal, and reserves such other rights as are set forth in the RFP.

I. CONTRACTOR understands and agrees that, if this CONTRACTOR's Proposal is accepted, CONTRACTOR shall be bound by each and every term, condition, or provision contained in this CONTRACTOR's Proposal and in the RFP and the Agreement to be entered into in the form referenced in the RFP.

J. The persons signing this CONTRACTOR's Proposal possess full authority to submit this CONTRACTOR's Proposal on behalf of the CONTRACTOR and CONTRACTOR understands and agrees that, by submitting this CONTRACTOR's Proposal, CONTRACTOR shall be conclusively deemed to have evidenced an intention to be bound hereby whether the requirements for signing CONTRACTOR's Proposals found in the RFP are satisfied.

DATED this _____ day of _____, 2019.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

CONTRACTOR'S SWORN STATEMENT

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

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

(If necessary for full disclosure, add separate sheets. If CONTRACTOR is a successor to a prior organization, provide the information requested in items 10 through 12 for both CONTRACTOR and the prior organization. If CONTRACTOR is a joint venture, separate sworn statements must be submitted by the joint venture and each signatory to the joint venture agreement.)

1. Sworn Acknowledgment

(Complete Applicable Section)

A. *For Corporations.* CONTRACTOR is a corporation that is organized and existing under the laws of the State of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois.

Pursuant to a Resolution of the corporation's Board of Directors taken on _____, a certified copy of which is hereto attached, _____, who is the _____ of the corporation, is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto.

The officers of the corporation are as follows:

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

The stockholders of the corporation (other than a publicly owned corporation) who own 10% percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. *For Partnerships.* CONTRACTOR is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership, and all limited partners holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all the General Partners on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the partnership and is authorized to sign this CONTRACTOR's Proposal, the Contract Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

C. *For Limited Liability Companies.* CONTRACTOR is a limited liability company that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Operating Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The manager(s), and all members of the company holding 10% or more of the percentage interests, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENT OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Pursuant to a power of attorney executed by all of the members on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for the company and is authorized to sign this Cost Proposal, the Agreement and all documents related thereto for the partnership. **[Strike out this paragraph if not applicable.]**

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

Pursuant to a power of attorney executed by CONTRACTOR on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this Cost Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

E. *For Joint Ventures:* CONTRACTOR is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____. The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>PERCENTAGE</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
_____	()	_____	_____
_____	()	_____	_____
_____	()	_____	_____

[For each signatory indicate the type of entity (Corporation = “C”; Partnership = “P”; Limited Liability Company = L; and Individual = “I”)]

Pursuant to a power of attorney executed by all signatories to the aforesaid Joint Venture Agreement on _____, a certified copy of which is hereto attached, _____ is the attorney-in-fact for CONTRACTOR and is authorized to sign this CONTRACTOR’s Proposal, the Contract and all documents related thereto for CONTRACTOR. **[Strike out this paragraph if not applicable.]**

2. Nature of Business

State the nature of CONTRACTOR's business:

3. Years in Business

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

4. Predecessor Organizations

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

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

5. Related Experience

List three contracts awarded to CONTRACTOR, or its predecessors, in the past five years most comparable to the Work:

	<u>JOB ONE</u>	<u>JOB TWO</u>	<u>JOB THREE</u>
Owner (municipal or private):	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Reference:	_____	_____	_____
Telephone:	_____	_____	_____
Type of Work:	_____	_____	_____
	_____	_____	_____

6. Suggested Procedures for Termination/Reinstatement of Service

CONTRACTOR will follow the following procedures in terminating service to residents for nonpayment of rates and charges and in reinstating service following payment of past due amounts:

7. **Superintendents**

One or more of the following superintendents will be assigned to supervise the Work:

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YRS. IN CURRENT OCCUPATION</u>
_____	_____	_____
_____	_____	_____

8. **Owned Equipment**

The following equipment is owned by CONTRACTOR, is in good condition and working order, and is available for and will be employed in the Work:

<u>EQUIPMENT DESCRIPTION (INCLUDING AGE)</u>	<u>NUMBER AVAILABLE</u>
_____	_____
_____	_____
_____	_____
_____	_____

9. **Current Projects**

CONTRACTOR is currently involved in the following on-going contracts for work similar to the Work:

<u>OWNER</u>	<u>DESCRIPTION OF WORK</u>	<u>COLLECTION DAYS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. **Contracts Abandoned**

CONTRACTOR has never failed to complete a contract except as noted and explained below:

11. Contract Defaults

CONTRACTOR has never defaulted on, or been terminated for cause on, a contract except as noted and explained below:

12. Litigation

CONTRACTOR is, or within the past 5 years has been, a party to the following litigation and none other:

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

13. Supervisory Oversight

Describe how the Work will be supervised, including route supervision and number of supervisors to be assigned to observe collection operations:

DATED this _____ day of _____, 2019.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this _____ day
of _____, 2019.

My Commission Expires: _____

[SEAL]

Notary Public

**APPENDIX B
FREMONT TOWNSHIP**

SOLID WASTE COLLECTION SERVICES RFP

DRAFT AGREEMENT

[See Appendix B – separate attachment]

APPENDIX C
FREMONT TOWNSHIP ADDRESS LIST AND LIST OF ADDRESSES FROM WOODS OF IVANHOE AND
ESTATES OF IVANHOE NOT INCLUDED IN THE FRANCHISE

**APPENDIX D
FREMONT TOWNSHIP**

SOLID WASTE COLLECTION SERVICES RFP

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address of the CONTRACTOR)

as Principal, hereinafter called the CONTRACTOR, and

(Here insert full name and address of Surety)

as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Fremont Township, IL as Obligee, hereinafter called the Township, in the full and just sum of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000), for the payment of which sum of money well and truly to be made, the CONTRACTOR and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of the Contractor's failure to promptly and faithfully perform its contract with the Township, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, the CONTRACTOR has entered into a written agreement dated _____, 2019, with the Township entitled "RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT" (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the CONTRACTOR shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of the said CONTRACTOR under the Contract, including, but not limited to, the Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all solid waste, landscape waste, and recyclables from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith and to comply with the laws of the State of Illinois and ordinances and regulations of the Township in connection therewith; (3) to procure and furnish the Performance Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local taxes; (5) to indemnify the Township against any loss resulting from any breach or failure of performance by the CONTRACTOR under the Contract; (6) to do all other things required of the CONTRACTOR by the Contract; and (7) to provide, perform, and complete all of the foregoing in a

proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance on the part of either the Township or the CONTRACTOR to the other in or to the terms of said Contract; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; or in or to the mode or manner of payment therefor shall in any way release the CONTRACTOR and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearance, and notice of any and all defaults by the CONTRACTOR or of the Township's termination of the CONTRACTOR, being hereby waived by Surety.

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

In the event of a default or defaults by the CONTRACTOR, the Township shall have the right to reimburse itself from the proceeds of this bond for any and all costs, expenses, losses, damages, liquidated damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Township and/or chargeable to the CONTRACTOR under the Contract. In addition, the Township shall have the right to take over and complete the Contract upon 30 calendar days' written notice to Surety, in which event Surety shall pay the Township all costs incurred by the Township in taking over and completing the Contract or, at its option, the Township may instead request that Surety take over and complete the Contract, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which the Township notifies Surety that the Township wants Surety to take over and complete the Contract.

The Township shall have no obligation to incur any expense or correct any deficient performance of the CONTRACTOR to be entitled to receive the proceeds of this bond.

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

Signed and sealed this _____ day of _____, 2019.

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Attest/Witness:

SURETY

By: _____

By: _____

Title: _____

Title: _____

**APPENDIX E
FREMONT TOWNSHIP**

**SOLID WASTE COLLECTION SERVICES RFP
INSURANCE REQUIREMENTS**

A. Commercial General Liability Insurance

Commercial general liability insurance with the following limits:

<u>Coverage</u>	<u>Limits of Liability</u>
General Aggregate	\$5,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

The policy shall be endorsed so that the general aggregate limit applies separately to each project and each location. The products and completed operations aggregate shall be maintained for one year after the final payment.

B. Workers Compensation & Employer's Liability

Workers Compensation Coverage	IL statutory requirements
Employer's Liability Insurance Coverage	Limits of Liability
Bodily Injury by Accident (Each Accident)	\$1,000,000
Bodily Injury by Disease (Each Employee)	\$1,000,000
Bodily Injury by Disease (Policy Limit)	\$1,000,000

All employees who are to provide labor or service under the contract must be insured; no exclusions shall be allowed for any officer or employee.

C. Business Auto Insurance:

<u>Coverage</u>	<u>Limit of Liability</u>
All Owned, Hired, and Non-Owned Autos	\$1,000,000

D. Pollution Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
Each Occurrence/General Aggregate	\$5,000,000

Pollution liability insurance limits may be modified by the Township, if deemed necessary.

E. Umbrella Liability Insurance

<u>Coverage</u>	<u>Limit of Liability</u>
-----------------	---------------------------

Excess over all primary policies \$5,000,000

With respect to each of the policies required in this Appendix E, Contractor shall not have a deductible higher than \$5,000,000 without the express written consent of the Township.

All insurers writing policies pursuant to this Appendix E shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

The comprehensive general liability, property damage, auto liability and umbrella insurance policy shall name the Township and the Township Indemnitees as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the Township (the waiver of subrogation shall also apply to the workers' compensation insurance). The Contractor shall provide the Township with certificates of insurance and/or copies of policies reasonable acceptable to the Township evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the Township to terminate this Agreement immediately. All policies of insurance shall provide the endorsement that no coverage may be canceled, terminated or reduced by the insuring company without the insuring company having first given 30 days prior written notice to the Township by certified mail, return receipt requested.