

CITY OF ANNA

REQUEST FOR PROPOSALS FOR COLLECTION OF REFUSE AND RECYCLABLES FOR DELIVERY TO PERMITTED AND/OR APPROVED FACILITIES

The City of Anna is soliciting sealed proposals for collection of refuse and recyclables for delivery to permitted and/or approved facilities. The proposed Scope of Work is described, in detail, within the Request for Proposals. The Request for Proposals will be available at City Hall, 103 Market Street, Anna, Illinois 62906. Completed proposals must be returned to the City of Anna no later than 4:00 p.m., Tuesday, June 4th, 2024.

Dated this 28th day of February, 2024.

1. Invitation to Propose

The City of Anna (MUNICIPALITY) invites sealed proposals for collection of refuse and recyclables for delivery to permitted and/or approved facilities from all single-family, multi-family residential dwellings with four or fewer individual residential units as well as any church or commercial establishment, upon request, located in the MUNICIPALITY. The proposed scope of work is described in detail within this Request for Proposals.

2. The Contract

The MUNICIPALITY has prepared the Request for Proposals and CONTRACT, which it intends to enter into with the successful Proposer for performance of the Work. The CONTRACT hereto attached as ATTACHMENT I is included and made a part of this Request for Proposals. The Request for Proposals shall be a part of the CONTRACT. Each Proposer shall carefully examine the proposal document before submitting a Proposal. See Section 7 of this Request for Proposals regarding the Proposer's duty to examine all documents.

Service shall commence on October 1, 2024 or as mutually agreed upon by both parties.

3. Proposed Collection and Disposal Program

1. DEFINITIONS

1.1 Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

1.2 Bin - Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.

1.3 Bulky Waste - Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and, materials other than Construction Debris, Large Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be. Bulky Waste is only collected during City-wide curbside cleanups, as identified in Exhibit C.

1.4 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

1.5 City- City of Anna, Illinois.

1.6 Container for Garbage, Rubbish & Yard Waste Collection - A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.7 Container for Recycling - A receptacle with the capacities designated on the exhibits

hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.

1.8 Commercial and Industrial Refuse - All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Large Commercial and Industrial Unit.

1.9 Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations at a Residential Unit, Municipal Facility or Large Commercial and Industrial Unit.

1.10 Disposal Site - A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

1.11 Excluded Waste - Excluded Waste is all Yard Waste, Commercial and Industrial Refuse, Construction Debris, Large Dead Animals, Institutional Solid Waste, Hazardous Waste, Offal Waste, Stable Matter, Vegetable Waste, and, Special Waste.

1.12 Garbage - Any and all Small Dead Animals; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Excluded Waste.

1.13 Hazardous Waste - A form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.

1.14 Institutional Solid Waste - Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.

1.15 Large Commercial and Industrial Unit - All premises, locations or entities, public or private, requiring Garbage and Rubbish collection within the corporate limits of City that are not classified as a Residential Unit or Municipal Facility.

1.16 Large Dead Animals - Animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.17 Multi-Family - The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.

1.18 Municipal Facilities - Means only those specific municipal locations as set forth on Exhibits F and H of this Contract. ·

1.19 Offal Waste - Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

1.20 Producer - An operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

1.21 Recycling - The collection of and the delivery of Recyclable Materials pursuant to the Contract Documents.

1.22 Recyclable Materials - The following items are classified as Recyclable Materials under this Contract:

- (a) Glass - Clean unbroken glass containers, bottles/jars; provided it is deposited in separate container to be used for glass recycling.
- (b) Cans - Clean aluminum, tin/steel containers
- (c) Newspaper- Clean, dry, unsoiled newspaper.
- (d) Plastic-PETE & HDPE containers (milk jugs & soft drink containers)

1.23 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.24 Rubbish - All waste wood, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Excluded Waste.

1.25 Small Dead Animals - Animals or portions thereof less than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

1.26 Solid Waste - Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid Waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of Excluded Waste.

1.27 Special Waste - Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal

procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to:

- (a) Waste generated by an industrial process or a pollution control process;
- (b) Waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (c) Waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (d) Waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (e) Waste which may contain free liquids and requires liquid waste solidification;
- (f) Containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (g) Asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law;
- (h) Waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA);
- (i) Waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and
- (j) Municipal or commercial solid waste that may have come into contact with any of the foregoing.

1.28 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.29 Waste Material - All nonhazardous, Solid Waste (including Garbage, Rubbish, and Recyclable Materials) generated at Residential Units that is not excluded by this Contract. Waste Material shall not include any Excluded Waste.

1.30 Vegetable Waste - Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

1.31 Yard Waste - Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks.

2. SCOPE OF WORK

2.1 General. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents.

- 2.2 Work Not Covered By Contract. The work under this Contract does not include:
- (a) the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
 - (b) the collection or disposal of Excluded Waste materials;
 - (c) the collection or disposal of any waste materials or recyclable materials from Large Commercial and Industrial Units in the City.

2.3 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units. Contractor may provide waste collection and disposal service, and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2.4 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

3. COLLECTION OPERATIONS GENERAL PROVISIONS

3.1 Location of Containers, Bags and Bundles for Collection. Each Container, Bag and Bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Waste Material not in a Container, Bag or Bundle as specified in the applicable Exhibit hereto.

3.2 Hours of Operation. Collection of Waste Material shall not start before 5:00 A.M. or continue after 8:00 P.M. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Residential Unit and Municipal Facilities collection routes shall be established by the Contractor. The Contractor may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Holidays. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service

at Residential Units at least once per week for Solid Waste and once every other week for Recyclable Materials.

3.5 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material or Recyclable Materials not collected within one business day after the complaint is received.

3.6 Collection Equipment. The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

3.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or by local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M on regular collection days.

3.8 Hauling. All Waste Material and Recyclable Material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.

3.9 Disposal. All Waste Material, other than Recyclable Materials, collected within the City under this Contract shall be deposited at any Disposal Site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the Disposal Site for permission to use the Disposal Site and the Contractor shall bear all disposal costs.

3.10 Delivery. All Recyclable Materials collected for delivery and sale by the Contractor shall be hauled to a commodity buyer selected by the Contractor pursuant to the Contract Documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the Residential Units and Municipal Facilities serviced by the Contractor. Any revenue obtained by Contractor from the sale of the Recyclable Materials shall belong to Contractor.

3.11 Notification. The City shall notify all Producers at Residential Units about complaint procedures, rates, regulations, and day(s) for scheduled Waste Material and Recyclable Material collections.

3.12 Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.

3.13 Litter or Spillage. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

4. BASIS OF PRICES AND METHOD OF PAYMENT

4.1 Waste Materials Collection and Disposal Rates.

The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit C and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

4.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit C, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

(b) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

(c) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

4.3 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

4.4 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

4.5 Contractor Billings to City. The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services rendered to Residential Units and Municipal Facilities within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 15th day following the end of such month. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered to Residential Units irrespective of whether or not City collects from the customer for such service. Payments not made by the City on or before their due date shall be subject to late fees of: a) the greater of five dollars (\$5) or one and one-half percent (1.5%) per month or portion thereof; or, b) the maximum allowed by law, if less than a). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid by City.

4.6 Audit. The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually

acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

4.7 House Count. The Contractor and the City may conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

6. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

7. RISK ALLOCATION

7.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7.2 City. City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by the City's negligence or acts of willful misconduct or those of its contractors or agents.

8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

9. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

10. ASSIGNMENT OF CONTRACT

Neither party shall assign this Contract in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Contract without the City's consent to its parent companies or any of their subsidiaries, to any person or entity who purchases any operations from Contractor or as a collateral assignment to any lender to Contractor.

11. EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to Residential Units covered by this Agreement.

12. TITLE: EXCLUDED WASTE

12.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

12.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

13. TERMINATION OF CONTRACT

13.1 Termination by the City. In the event of a failure by Contractor to perform any material provision of this Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its rights under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract for the remainder of the time period covered by the initial term of this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

13.2 Termination by Contractor. In the event of a failure by City to perform any material provision of this Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if City has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor for all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in these terms and arising prior to such termination date.

14. CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City, or the City's residents, employees, agents, suppliers, or guests.

15. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

16. MISCELLANEOUS TERMS

16.1 Damage to Property. Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (Bins, Containers, Bags or Bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.

16.2 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

16.3 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

16.4 No Guaranties or Liquidated Damages. Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.

16.5 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

16.6 Binding Effect. This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.

16.7 Severability. If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.

16.8 No Waiver. The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver

by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party for one or more similar events shall not be construed to apply to any other events whether similar or not.

16.9 Governing Law. This Contract shall be interpreted and governed by the laws of the state where the work is performed.

16.10 Entire Agreement. This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.

16.11 Attorneys' Fees. If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

4. **The Proposal and CONTRACT Documents**

The Proposal and CONTRACT Documents consist of all the following documents, attachments, and addendum all of which are by this reference made a part of this Request for Proposals as set forth herein.

The CONTRACT Documents are:

- A. Request for Proposals;
- B. Attachments A through H;
- C. Attachment I - Contract for Refuse Collection and Disposal, and Collection of Recyclables and Landscape Waste for Delivery to Permitted and/or Approved Facilities; and
- D. Attachment J – Performance Bond

5. **Submission Of Proposals**

One (1) original of the proposal (which includes completed Attachments B, C, D, E, F and G) must be delivered to the City Hall by the specified opening time. Proposals arriving after the specified time will not be accepted and returned to the originator unopened. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope.

All proposals shall be submitted in sealed envelopes carrying the following information: **Company Name, Contact Person, Address, Telephone Number, Subject Matter of Proposal and Designated Time of Proposal Opening.**

6. **Proposal Opening**

The MUNICIPALITY will receive sealed Proposals until 4:00 p.m. local time, Monday, June 4th, 2024, at the Anna City Hall, 103 Market Street, Anna, IL 62906. Proposals will be publicly opened and read aloud at a meeting to be held on the same day at 5:00 p.m. at the City Hall, Council Chambers. Each sealed envelope or package containing a Proposal shall be identified as such and shall be marked with the title of the CONTRACT and the Proposer's full legal name.

7. **Performance Bond, Insurance and Indemnification**

(A) Performance Bond. At the time of execution of the CONTRACT the CONTRACTOR shall furnish the required Performance Bond (ATTACHMENT J) with corporate surety acceptable to the MUNICIPALITY in the penal sum of \$250,000 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 MUNICIPALITY and said bond shall indemnify the MUNICIPALITY 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. 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 Proposer will be required to furnish at Proposer's sole cost original certificates of insurance upon award of the CONTRACT. Each Proposal must be accompanied by a letter from an insurance carrier or its agent, acceptable to the MUNICIPALITY which has an AM Bests 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 Bidder. 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:

- (1) Workman's Compensation: The CONTRACTOR shall carry in a company authorized under the laws of the State of Illinois a policy to protect himself/herself against liability under the Workman's Compensation and Occupational Diseases Statutes of the State of Illinois.
- (2) Motor Vehicle Liability Insurance: The CONTRACTOR shall carry in his/her/its own name a policy under a comprehensive form to insure the entire motor vehicle liability for his/her 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 City of Anna as additional insured as respects the operation of vehicles owned or operated by the CONTRACTOR.
- (3) General Liability: The CONTRACTOR shall carry in his/her own name a comprehensive liability policy for his/her 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 City of Anna shall be named as additional insured on this policy.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the MUNICIPALITY. The CONTRACTOR shall furnish the MUNICIPALITY 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 MUNICIPALITY.

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.

(C) Indemnification. The CONTRACTOR shall indemnify and save harmless the City of Anna against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the City of Anna and shall defend, indemnify and save harmless the City of Anna 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 reasonable 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 sub-contractors and actions or omissions of employees or agents of CONTRACTOR or his/her sub-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 MUNICIPALITY 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 over which the MUNICIPALITY has no control.

8. Examination of Documents and Work Site

(A) Proposal and CONTRACT Documents. Each prospective Proposer shall, before submitting its Proposal, carefully examine the Proposal and CONTRACT Documents.

(B) Work Conditions. Each prospective Proposer shall, before submitting its Proposal, personally inform itself of all conditions under which the Work is to be performed and of the unusual conditions or difficulties that may be encountered.

(C) Representation and Warranty of Proposer. Each Proposer submitting a Proposal expressly thereby represents and warrants that it has had an adequate period of time to conduct, and has conducted, the independent examinations, inspections, and investigations required by this Section 7.

(D) Remedies for Failure to Comply. The successful Proposer will be responsible for all errors in its Proposal resulting from Proposer's failure or neglect to comply with the terms of this Request for Proposals. The successful Proposer will not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which Proposer failed or neglected to inform itself prior to submitting its Proposal, and the successful Proposer shall bear all costs associated therewith or arising therefrom, 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 progress of the Work.

9. Interpretation of the Proposal Documents and the CONTRACT

(A) Addenda. No interpretation of the Proposal or CONTRACT Documents will be made except by a written Addendum duly issued by the MUNICIPALITY. No interpretation not contained in an Addendum shall be valid or have any force or effect whatever. All

Addenda issued prior to the opening of Proposals shall become a part of the Proposal or CONTRACT Documents, as the case may be.

(B) Informal Responses. The MUNICIPALITY will not give oral answers to any inquiries regarding the meaning of the Proposal 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 Proposers. 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 MUNICIPALITY or its respective officers, employees, agents, or attorneys on account thereof.

10. Taxes

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

11. Permits and Licenses

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 Proposer to determine the applicable licenses, permits, and other authorizations.

12. Preparation of Proposal

Proposals for the Work shall be made on the blank Proposal form furnished by the MUNICIPALITY and included in the Proposal Documents. Entries on the Proposal form shall be typed or legibly written in ink. A Proposal may be rejected if it does not contain a requested rate or charge for each and every item named in the Proposal form or may be interpreted as bidding "no charge" for any item left blank.

13. Signature Requirements

Any Proposal that fails to comply with this Section 12 may be rejected.

(A) Proposals. Each Proposal shall be signed, as applicable, by the president or other authorized officer of any corporation, or by all of the General Partners of any partnership; or by each signatory of any joint venture agreement in accordance with the immediately preceding requirements, or by any individual if the Proposal is submitted by an individual.

(B) Other Documents. The signature requirements set forth in Subsection 12(A) above shall apply to all other Bidding Documents required to be executed by the Proposer, Proposer's sureties, and Proposer's insurance representatives as well as to the CONTRACT, the CONTRACTOR'S Certification, and all other required documentation related to the CONTRACT. Any Proposal that fails to comply with this requirement may be rejected.

14. Withdrawal of Proposal

Any Proposal may be withdrawn at any time prior to the opening of any Proposal, provided that a request in writing, executed by the Proposer in the manner specified in Section 12 of this Request for Proposals, for the withdrawal of such Proposal is filed with the MUNICIPALITY prior to the opening of any Proposal. The withdrawal of a Proposal prior to opening of any Proposal will not prejudice the right of the Proposer to file a new Proposal so long as such new proposal is submitted prior to the due date and time of the proposals.

No Proposal shall be withdrawn without the consent of the MUNICIPALITY for a period of sixty (60) calendar days after the opening of Proposals. Any Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that a request in writing, executed by the Proposer in the manner specified in Section 12 of this Request for Proposals, for the withdrawal of such Proposal is filed with the MUNICIPALITY after said sixty (60) day period. If no such request is filed, the date for acceptance of such Proposal shall be deemed to be extended until such a request is filed or until the MUNICIPALITY executes a CONTRACT pursuant to this Request for Proposals.

15. **Qualification of Proposers**

(A) **Factors.** The MUNICIPALITY intends to award the CONTRACT only to a Proposer that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, organization, and staffing to enable it to perform the work successfully.

(B) **Final Determination.** The final selection of the successful Proposer shall be made on the basis of the above-mentioned facts and matters and any additional information that may be requested. Such additional information may include, but is not limited to, a listing of available personnel, plant, and equipment; a description of current workloads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, then the MUNICIPALITY shall issue a Request for Additional Information in the form included in the Bidding Documents to one or more of the Proposer.

If the MUNICIPALITY issues a Request for Additional Information, then the responding Proposer shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall be grounds for the imposition of liquidated damages at the MUNICIPALITY's option, as is more specifically set forth in Section 6(C) of this Request for Proposals.

16. **Disqualification of Proposers**

(A) **More Than One Proposal.** No more than one Proposal for the Work described in the CONTRACT shall be considered from any single corporation, partnership, individual, or joint venture. Reasonable grounds for believing that any corporation, partnership, individual, or joint venture is interested in more than one Proposal for the Work may cause the rejection of all Proposals in which such corporation, partnership, individual, or joint venture is interested.

(B) **Collusion.** If there are reasonable grounds for believing that collusion exists among any of the Proposers, the Proposals of the participants in such collusion will not be considered.

(C) **Default.** If a Proposer is or has been in default on a CONTRACT with the MUNICIPALITY, or in the payment of monies due the MUNICIPALITY, its Proposal may not be considered.

(D) Deficiencies. The MUNICIPALITY expressly reserves the right in their sole and absolute discretion to disqualify any Proposer that submits a Proposal that contains omissions, alterations, or irregularities of any kind that may tend to make the Proposal incomplete, nonconforming, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters, or submits an unsigned or improperly signed Proposal.

17. Award of CONTRACT

(A) Reservation of Rights. The MUNICIPALITY reserves the right to accept the Proposal that is, in their judgment, the best and most favorable to the interests of the MUNICIPALITY and the public; to reject the low Schedule of Rates and Charges; to accept any item of any Proposal; to reject any and all Proposals; to accept and incorporate corrections, clarifications, or modifications following the opening of the Proposals when to do so would not, in the MUNICIPALITY's opinion, prejudice the bidding process or create any improper advantage to any Proposer; and to waive irregularities and informalities in any Proposal submitted or in the proposal process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Proposers should not rely upon, or anticipate, such waivers in submitting their Proposals.

(B) Offers. All Proposals are firm offers to enter into the CONTRACT and no Proposals shall be deemed rejected, notwithstanding acceptance of any other Proposal, until the CONTRACT has been executed by both the MUNICIPALITY and the successful Proposer.

18. Failure to Properly Execute and Provide CONTRACT Documents

(A) Annulment of Award; Liquidated Damages. Failure of the successful Proposer to sign the CONTRACT or the CONTRACTOR'S Certification, or to sign any other required documentation or to submit the required bond or certificates or policies of insurance within fourteen (14) days after notice from the MUNICIPALITY of award of the CONTRACT shall be just cause for the annulment of the award and the imposition of liquidated damages as more specifically set forth in Section 6(C) of this Request for Proposals.

(B) Subsequent Awards. Upon annulment of an award, the MUNICIPALITY may accept, and award a CONTRACT based on, any other Proposal as the MUNICIPALITY, in their sole judgment, deems to be the best or may invite new Proposals or may abandon the proposal process or the work.

19. Confidentiality

Each Proposer shall identify any information submitted in the proposal process that is considered by it to be confidential or proprietary. The MUNICIPALITY shall not disclose, outside the proposal process, at any time, either during or subsequent to the proposal, any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to the MUNICIPALITY prior to its submission by the Proposer, or such information was properly obtained or developed independently by the MUNICIPALITY, or the Proposer consents to such disclosure. Notwithstanding the foregoing, each Proposer, by its submission of its Proposal, acknowledges that the MUNICIPALITY are subject to the Illinois Freedom of Information Act (5 ILCS 140 et seq.) closure made in good faith by the MUNICIPALITY pursuant to such Act shall be deemed to violate this Section.

20. Disputes

The CONTRACTOR'S performance of the work under this Proposal shall be observed and monitored by the MUNICIPALITY. Should the MUNICIPALITY determine during the life of the CONTRACT that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR, upon notification from the MUNICIPALITY, shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the MUNICIPALITY. The failure of the MUNICIPALITY 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.

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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY and the CONTRACTOR and shall be issued in writing to the CONTRACTOR. The MUNICIPALITY 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 MUNICIPALITY and the CONTRACTOR.

21. Proposal, CONTRACT and Agreement Terms

It is the understanding and intention of the parties hereto that the CONTRACT shall constitute a Contract for Refuse Collection and Disposal, and Collection of Recyclables and Landscape Waste for Delivery to Permitted and/or Approved Facilities and that said CONTRACT shall not constitute a franchise.

All terms and conditions of the CONTRACT are considered material and failure to perform any of said conditions on the part of the CONTRACTOR shall be considered a breach of said CONTRACT. Should CONTRACTOR fail to perform any of said terms or conditions, the MUNICIPALITY shall have the right to terminate the CONTRACT after ten (10) days written notice to the CONTRACTOR of the violation of the CONTRACT and the failure of the CONTRACTOR to remedy the violation within said time. In addition to any and all equitable and legal remedies available to the MUNICIPALITY in the event of a breach of the CONTRACT by CONTRACTOR, the MUNICIPALITY shall have the right to call upon the performance bond described in Section 6(A) hereof. The remedies provided to the MUNICIPALITY herein shall be cumulative and not exclusive. No waiver by the MUNICIPALITY of a default by the CONTRACTOR under the CONTRACT shall be construed as a waiver by the MUNICIPALITY of any continuing or subsequent default or failure to perform on the part of the CONTRACTOR.