

**TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE
COMMENCING JULY 2025**

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**Township of Schaumburg
Notice and Request for Proposals**

The Township of Schaumburg, IL will receive sealed proposals **Residential Refuse and Recycling Collections Service Commencing July 2025** in the Unincorporated Area of Schaumburg Township. The Township is seeking proposals for both a **three-year and five-year contract term**.

Sealed Bids shall be submitted to the Township, and shall only be accepted by the Township, on forms furnished by the Township, and will be accepted at the Schaumburg Township Town Hall, One Illinois Blvd., Hoffman Estates, IL, 60169. All Bids must be received before 3:00 p.m., C.S.T., on Monday, June 16, 2025. At that time, all proposals will be publicly opened and read aloud. Sealed envelopes containing proposals shall be addressed to Kathleen Reed, Schaumburg Township Clerk, c/o Patti Dionesotes, and plainly marked "Proposal for Residential Refuse and Recycling Collections Service Commencing July 2025" on the outside of the envelope. Any proposal unsealed or received after the deadline for submitting proposals will not be accepted. Proposals will not be accepted via email.

It is anticipated that the Township will award the Contract to the successful Bidder on or about June 25, 2025. The Township reserves the right to reject any and all Bids or parts thereof, to waive any technical errors or omissions in any Bid, to modify or eliminate the scope of work, to award all or part of the scope of work, and to accept any Bid in its entirety or part thereof, if in the judgment of the Township, the best interests of the Township will be promoted thereby. All Bids shall remain subject to acceptance for a period of sixty (60) days after the Bid opening date. No recommendation will be made at the bid opening. Bids will be reviewed at a later date by the Township Board of Trustees.

Bid Documents, including specifications and all contract documents, are available at the Schaumburg Township Town Hall, One Illinois Blvd., Hoffman Estates, IL, 60169 during the hours of 8:30 a.m. to 5:00 p.m., C.S.T., Monday through Friday or may be requested by email at patti@schtwn.org. Questions regarding this Notice should be directed to the Township Deputy Administrator, Patti Dionesotes, at patti@schtwn.org. All questions must be received no later than 5:00 p.m. on Friday, June 11, 2025. No inquiry received after that time will be given consideration.

June 2, 2025

Kathleen Reed, Schaumburg Township Clerk

**TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE
COMMENCING JULY 2025**

REQUEST FOR PROPOSALS

SUMMARY OF REQUEST

The Township of Schaumburg, Illinois, is seeking proposals from qualified contractors to perform the following services:

1. Solid Waste Collection and Disposal Services;
2. Recycling Collection and Disposal Services;
3. Landscape Waste Collection and Disposal Services;
4. White Goods Collection and Disposal Services (typically collected using a per item fee);
5. Optional special pick-ups of do-it-yourself Household Demolition Debris at a fixed rate per cubic yard (typically an optional service paid for by the homeowners on an as-needed basis, not included as part of the base service);
6. Optional two-wheeled lidded carts rental for refuse collection (typically one or two sizes are made available: 95-gallon and 65-gallon);
7. Recycling bins or carts supplied as part of the contract. (Typically during the contract, recycling bins are sold to the property homeowners and are owned by the homeowners. These are usually replacement bins or additional bins because at least one recycling bin will be supplied at the beginning of the contract. Carts are typically owned by the hauling company and are provided to the homeowners as a part of the service for the duration of the contract. Recycling carts are typically 35-gallon and 65-gallon in size.)

GENERAL INFORMATION

The Township of Schaumburg, Illinois, provides residential refuse and recycling collections services to approximately 700 households located in the unincorporated area of the township.

SCOPE OF SERVICES - PROGRAM TYPE TO BE PROPOSED

The Township seeks proposals for residential and recycling collections service based upon the program type identified as the "Unlimited Program – including Yard Waste." The Township is seeking proposals for both a three-year and five-year contract term.

The following is a description of the "Unlimited Program – including Yard Waste" program to be proposed by the contractor:

Unlimited Program - including Yard Waste:

1. Unlimited Solid Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of household refuse, household construction and demolition debris, set out in either 32-gallon cans, bags, properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, all cans and bundles are to be a maximum weight of 50 pounds. This service shall allow for one miscellaneous or odd- shaped item which will also be accepted each week.

2. Unlimited Recyclables Collection and Disposal

This service shall include unlimited weekly curbside collection of recyclable materials that are commonly made up of the following materials:

Paper goods made up of newspapers, magazines, catalogs, telephone directories, junk mail, greeting cards, advertisements, post cards, stationery, notebook paper, cardboard and boxes as well as frozen food packaging.

Plastic bottles and containers made up of PET (#1) plastic bottles, plastic plates and trays, plastic flower pots and other (#1) non-bottle shaped containers, as well as HDPE (#2) plastic bottles consisting of laundry detergent, milk and water bottles, shampoo and personal care bottles, margarine tubs, baby wipe containers, plastic cups, and other #2 non-bottle shaped containers.

No motor oil, anti-freeze, pool chemical or other hazardous waste containers are accepted, even if they are of the above-described materials.

Glass bottles and jars made up of brown, green, blue and clear glass. No mirrors, drinking glasses, or window glass is accepted.

Metal cans and containers made up of aluminum cans, aluminum foil, aluminum baking trays/pie plates, steel or tin cans, and aerosol cans.

3. Unlimited Yard Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of properly prepared yard waste put out in biodegradable bags or 32-gallon containers labeled as "Yard Waste Only" or in properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, during the months of April through October. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

REQUEST FOR QUALIFICATIONS

Any firms interested in providing the above program to the Township of Schaumburg, Illinois, shall submit a Proposal describing the program and including the following information:

1. The name of the firm, corporate office address, closest office address, and a brief history.
2. A statement that the contractor is able to provide all of the services in the Scope of Services list above, with its current equipment and staff, or if not, a specific listing of

those services the contractor will provide itself and those it proposes to provide through subcontractors.

3. A listing of other municipalities or units of government for whom the contractor currently provides similar services, including the primary contact at each municipality or unit of government.

4. Related prior experience of the contractor during the last five years, including name of the municipalities or units of government, and description of the services provided, contact information, and inclusive months and years of the contract term.

5. Any additional information not listed above which the contractor believes may be useful and helpful to determining the qualifications of the contractor, provided, however, that the total submittal shall not exceed thirty (30) pages.

PROPOSED CONTRACT

The contract format, terms and conditions proposed for use by the Township of Schaumburg, Illinois, for this Request for Proposals, is attached. Any firm submitting a Proposal in response to this Request for Proposals agrees to enter into the contract without substantial changes to language or terms, unless specific objections or requests are stated and included in the contractor's submittal.

**TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE
COMMENCING JULY 2025**

INSTRUCTIONS FOR PROPOSALS

1. Preparation of Proposals.

a) Entities submitting Proposals shall follow all instructions contained herein, included in the Notice and Request for Proposals and on the Proposal form(s) for submission of Proposals on the contract for which Proposals are sought.

b) Entities submitting Proposals shall submit their Proposals in the manner required by the Notice and Request for Proposals. The submittal shall include all requirements of the specifications as found in the Request for Proposals. The Township of Schaumburg will strictly hold the entity submitting a Proposal to the terms of its Proposal. The Proposal form must be completed and executed by a person having the legal right and authority to bind the entity submitting a Proposal.

c) Unless otherwise provided, all prices shall be given in figures. Separate prices shall be entered for all pricing items indicated in the Proposal form. When required by the Invitation for Proposals, the entities submitting Proposals shall indicate a unit price for each of the separate price items called for in the Proposal form. The entities submitting Proposals may be required to show the products of the respective quantities and unit prices in a space provided for that purpose, and a gross sum shown in the place indicated in the Proposal form as the summation of those products. All writing shall be in a permanent, non-erasable form, except the signature of the entity submitting the Proposal, which shall be written in permanent, non-erasable ink.

2. Qualifications. No award will be made to any entity submitting a Proposal that cannot satisfy the Township of Schaumburg that it has sufficient ability and experience in this class of work, as well as sufficient capital and equipment to perform the services and complete the work successfully within the time specified. The Township of Schaumburg's decision or judgment on these matters shall be final, conclusive and binding.

3. Interpretation of Contract Documents. Each request for interpretation of the Contract Documents shall be made in writing addressed to the Township Deputy Administrator, Patti Dionesotas, One Illinois Boulevard, Hoffman Estates, IL 60169-3314 or via email at Patti@schtn.org and shall be received at least five (5) days prior to the scheduled opening date of the proposal. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

4. Certifications. Each Proposal shall be accompanied by a Certification in the form provided by the Township of Schaumburg with the Proposal form package. The entity submitting the Proposal shall certify the following:

a) **Illinois Taxes.** The entity submitting the Proposal shall certify that, if it is a partnership, it is not and its general partners are not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

b) **Proposal Rigging.** The entity submitting the Proposal shall certify that, if it is a partnership, it has not, and its general partners have not and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

c) **Drug-free Workplace.** The entity submitting the Proposal shall certify that it will provide a drug-free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the entity's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(B) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The entity's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

(C) Making it a requirement to give a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(D) Notifying the Department within ten (10) days after receiving notice under subparagraph (A)(3)b from an employee or otherwise receiving actual notice of such conviction;

(E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(F) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

d) **Educational Loan.** The entity submitting the Proposal shall certify that, if it is an individual, it is not, if it is a partnership, its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

e) **Human Rights Number.** The entity submitting the Proposal shall certify that at the time the entity submitted a Proposal on this contract, the entity had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

f) **Conflict of Interest.** The entity submitting the Proposal shall certify that no Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of any interest in the entity; or, if the entity's stock is traded on a nationally recognized securities market, that no Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of more than one percent (1%) of the entity, but if any Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of less than one percent (1%) of the entity, the entity has disclosed to the Township of Schaumburg in writing the name(s) of the holder of such interest.

g) **Gift Ban.** The entity submitting the Proposal shall certify that the entity, every employee of the entity and every other person acting on behalf of the entity has not given any gift prohibited by Township of Schaumburg ordinance entitled, "An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*) for the Township of Schaumburg" (the "Ordinance") or other law or ordinance to any officer, employee of the Township of Schaumburg or spouse or immediate family member living with any officer or employee of the Township of Schaumburg in violation of the Ordinance or other law or ordinance.

h) **Patriot Act.** The entity submitting the Proposal shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the entity and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

i) **Illinois Freedom of Information Act.** Contractor agrees to maintain, without charge to the Township, all records and documents for projects of the Township in compliance with the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce documents which are responsive to a request received by the Township under FOIA, so that the Township may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Township, and, if possible, the Township shall request an extension so as to comply with FOIA. In the event the Township is found to have not complied with FOIA due to Contractor's failure to produce documents or otherwise appropriately respond to a request under FOIA, Contractor shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims that may arise, or be alleged to have arisen, out of or in conjunction with such failure, and pay all amounts determined to be due, including, but not limited to, fines, costs, attorneys' fees and penalties.

j) **Books and Records Audits.** Contractor shall maintain records showing actual time devoted and costs incurred and shall permit access to all relevant books, records, accounts, and work sites by personnel of the Township. In addition, the Township shall have the right, upon reasonable notice to Contractor, to undertake appropriate audits to ensure compliance by Contractor with the terms of this agreement. The records shall be made available to the Township at reasonable times during the term of this Agreement and for one year after the termination of this agreement.

5. **Proposal Security:** Each Proposal shall be accompanied by a Proposal security in the amount of 10% of the total amount of the Proposal. Proposal security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Township of Schaumburg or an original Bond (NOT a copy or facsimile) issued by a surety company which is satisfactory to the

Township of Schaumburg and is qualified to do business in Illinois. Proposals not accompanied by a proposal security will be rejected. The Proposal security of the unsuccessful entities submitting a Proposal shall be returned after the contract is awarded, or earlier, if the Township of Schaumburg does not deem it necessary to retain the Proposal security. The proposal security of the entity with whom the Township of Schaumburg contracts will be returned either upon the execution of a contract and the submittal of a performance bond, if required by the specifications, or where no performance bond is required, when, in the Township of Schaumburg's estimation, the contract has been satisfactorily completed. Should the entity with whom the Township of Schaumburg contracts fail to fulfill the contract set forth, the Proposal security shall become payable to the Township of Schaumburg as liquidated damages; otherwise, the Proposal security shall become null and void.

As an option to those entities submitting a Proposal with Internet access, the Proposal security may be satisfied by filing an Electronic Proposal Bond. To file an Electronic Proposal Bond, contact Surety 2000 at www.surety2000.com or call 1.800.660.3263. The Electronic Proposal Bond ID# must be indicated on the Proposal Sheet in the appropriate space.

6. **Delivery of Proposals.** Proposals shall be sealed and submitted in the manner specified or allowed by the Notice and Request for Proposals. When sent by mail, the sealed Proposal shall be addressed to the Township of Schaumburg at the address and in care of the Township of Schaumburg Clerk. All Proposals shall be delivered and received by the Township of Schaumburg prior to the time and at the place specified in the Notice and Request for Proposals. The date and time of receipt will be recorded. Proposals will remain sealed and will be stored in a secure place until the date and time established for Proposal opening. Proposals received after the time specified in the Notice and Request for Proposals will be returned to the entity submitting the Proposal unopened. Mailed proposals which are delivered after the time specified in the Notice and Request for Proposals will be returned to the entity submitting the Proposal unopened regardless of postmarked time on the envelope. Entities submitting a Proposal should carefully consider all proposal delivery options (US Postal Service, UPS, Federal Express, DHL, private delivery service, etc.) and select a method that will successfully deliver their Proposal by the required time and date.
7. **Change or Withdrawal of Proposals.** An entity submitting a Proposal may change or withdraw a Proposal if written or in-person notice of the change or withdrawal is received by the Township of Schaumburg Clerk before the time specified for submission of Proposals. No change or withdrawal is allowed after Proposal opening except as provided in Section 10 below. Changes must be initialed in ink by the entity submitting the Proposal.
8. **Public Opening of Proposals.** Proposals will be opened and read publicly at the time and place specified in the Notice and Request for Proposals. The name of each entity submitting a Proposal and the price term of each Proposal will be read aloud and recorded in a tabulation of Proposals for each contract item advertised. After execution of the contract, the tabulation of Proposals in the total amount and unit price items, if

applicable, responses of all entities submitting a Proposal will be available for public inspection.

9. Consideration of Proposals.

- a) After the Proposals are opened, read and recorded, the Proposals will be reviewed for responsiveness to the Notice and Request for Proposals and conformity with all requirements prescribed in these Instructions. If unit prices are required, the Proposals will be compared on the basis of the summation of the products of the quantities shown in the Proposal schedule by the unit Proposal prices.
- b) The right is reserved by the Township of Schaumburg to reject any or all Proposals, to waive minor informalities or technicalities, to advertise for new Proposals, or to request confirmation or clarification from any entity submitting a Proposal regarding information contained in a Proposal.
- c) Reasons for rejection of all Proposals include, but are not limited to:
 - 1) The object of the contract being procured is no longer required.
 - 2) The contract provisions require amendment.
 - 3) The solicitation did not provide for consideration of all factors of significance to the Township of Schaumburg.
 - 4) The Proposal prices exceed available funds or the Proposal prices exceed the anticipated estimate of costs to the extent that, in the judgment of the Township of Schaumburg Supervisor, prices are unreasonable.
 - 5) Evidence of collusion among entities submitting a Proposal.
 - 6) Actions or events beyond the control of the Township of Schaumburg, such as strikes, acts of God, material shortages, acts of the public enemy or litigation, which would have an adverse effect on the completion of the anticipated contract.
- d) Reasons for rejection of any individual Proposals include, but are not limited to:
 - 1) More than one Proposal for the same contract item from an entity submitting a Proposal under the same or different names.
 - 2) Evidence of collusion among entities submitting a Proposal.
 - 3) Unbalanced Proposals in which the Proposal prices for some items are, in the judgment of the Township of Schaumburg Supervisor, out of proportion to the Proposal prices for other items.

- 4) If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum pay items.
- 5) If the Proposal form is other than that furnished or authorized by the Township of Schaumburg, or if the form is altered or any part thereof is detached.
- 6) If there are omissions, erasures, alterations, unauthorized additions, conditional or alternate Proposals, or irregularities of any kind that may tend, in the judgment of the Township of Schaumburg, to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7) If the entity submitting a Proposal adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 8) If the Proposal is not accompanied by the proper Proposal bond or substitute guaranty.
- 9) If the Proposal is prepared in any manner other than as indicated in these Instructions or the Invitation for Proposals making the Proposal not responsive.
- 10) If the entity submitting a Proposal:
 - (i) Violated a material term of a prior contract with the Township of Schaumburg;
 - (ii) Committed an act or omission which negatively reflects on the entity submitting a Proposal's quality, fitness, or capacity to perform a contract with the Township of Schaumburg, any other public entity, or engaged in a pattern or practice which negatively reflects on same;
 - (iii) Committed an act or omission which indicates a lack of business integrity or business honesty;
 - (iv) Has made or submitted a false claim against the Township of Schaumburg or any other public entity;
 - (v) Provided false information to the Township of Schaumburg;
 - (vi) Has been suspended pursuant to Sections 20-75 and 50-65 of the Illinois Procurement Code (30 ILCS 500/20-75 and 50-65) by a State of Illinois agency;
 - (vii) Has been suspended or debarred by the United States through a federal agency;

- (viii) Has been suspended by the Illinois Department of Labor pursuant to Section 11a of the Prevailing Wage Act (820 ILCS 130/11a);
- (ix) Has been suspended or debarred because of Proposal rigging or Proposal rotating convictions pursuant to the provisions of Article 33E of the Criminal Code of 1961 (720 ILCS 5/Art. 33E);
- (x) Has been suspended or debarred pursuant to the provisions of the Illinois Procurement Code (30 ILCS 500);
- (xi) Has been suspended or debarred pursuant to the operation of Section 6 of the Drug Free Workplace Act (30 ILCS 580/6);
- (xii) Has been debarred by operation of the Educational Loan Default Act (5 ILCS 385);
- (xiii) Has been suspended or debarred by operation of Section 25 of the Procurement of Domestic Products Act (30 ILCS 517/25);
- (xiv) Has filed for protection from creditors pursuant to the bankruptcy laws of the United States;
- (xv) Has a performance evaluation determined by the Township of Schaumburg to be unsatisfactory;
- (xvi) Has failed to execute a contract after award or has caused the re-advertisement of a project through mistakes or neglect in the bidding procedures;
- (xvii) Has defaulted or otherwise substantially breached its obligations on previously awarded contracts or contracts approved for award by the Township of Schaumburg;
- (xviii) Has failed to submit final documentation on any open contract or to pay, or satisfactorily settle, all bills due for labor and material on previously awarded contracts;
- (xix) Has been convicted for the violation of any state or federal law having relevance to the integrity and reliability of the entity submitting the Proposal.

10. Mistakes.

- a) If an entity submitting a Proposal claims a mistake in its Proposal, the Proposal may be withdrawn in accordance with this section without payment of damages to the Township of Schaumburg, provided the entity submitting the Proposal

claiming the mistake demonstrates to the Township of Schaumburg with competent and reliable evidence:

- 1) That the claimed mistake is related to a material feature of the contract;
 - 2) That the mistake would have serious, material consequences to the entity submitting the Proposal such that enforcement of a contract would be unconscionable;
 - 3) That the mistake occurred notwithstanding the exercise of reasonable care by the entity submitting the Proposal; and
 - 4) That the entity submitting the Proposal has raised the claim of a mistake without delay in order to prevent the Township of Schaumburg from altering its position in such a manner that loss to the Township of Schaumburg would occur.
- b) The Township of Schaumburg reserves the right to correct obvious, apparent errors in Proposals. A Proposal may not be withdrawn if a mistake is apparent and the intended correct Proposal is clearly evident on the face of the Proposal. Examples of mistakes that may be clearly evident on the face of the Proposal include, but are not limited to, typographical errors, errors in extending unit prices, transposition errors and arithmetical errors.
- c) Mistakes claimed after execution of the contract will not be corrected.

11. Award after Proposal Evaluation.

- a) Unless all Proposals are rejected, an award notification will be made to the lowest responsible entity submitting a Proposal whose Proposal is responsive to and conforms to the requirements and criteria of the invitation. Tie Proposals will be decided by lot. All responsibility, responsiveness, and price factors are considered so as to select the Proposal most advantageous to the Township of Schaumburg. An individual contract item advertised in an Invitation for Proposals may state other or additional award and evaluation criteria that will be capable of objective consideration for award.
- b) Responsibility of entities submitting a Proposal will be determined based upon the following factors unless some other or additional factors or prequalification procedures are stated in the Invitation for Proposals:
- 1) The entity submitting a Proposal shall possess the appropriate financial, material, equipment, facility and personnel resources and expertise necessary to meet all contractual obligations.

2) The entity submitting a Proposal shall have a satisfactory record of performance as determined by the Township of Schaumburg Supervisor, including, but not limited to, a sound record of integrity and business ethics.

3) The entity submitting a Proposal shall be under no legal disability of any kind to contract with the Township of Schaumburg.

4) The entity submitting a Proposal shall have submitted all information requested by the Invitation for Proposals concerning responsibility.

12. Time for Award. Unless the Invitation for Proposals specifies a different time for Proposal acceptance, a notification of award will be made in writing dated within sixty (60) calendar days after the opening of Proposals.

13. Delay in Award. Should circumstances be encountered after the Proposal opening that may delay the award beyond the 60-day or other advertised period, the responsive entity submitting a Proposal may be requested to extend the Proposal acceptance period.

14. Binding Contract.

- a) Once an award has been made, the entity submitting a Proposal is bound to perform according to the terms and conditions of the contract, the Notice and Request for Proposals and these Instructions.
- b) An approved contract executed by the Township of Schaumburg is required before the Township of Schaumburg is bound. An award may be cancelled any time by the Township of Schaumburg prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Township of Schaumburg, the best interests of the Township of Schaumburg will be promoted.

15. Execution of Contract.

- a) The Proposal form submitted by the entity submitting the Proposal may be in such a form that the signature of the entity submitting the Proposal on the form is also the signature of the entity submitting a Proposal for purposes of contract execution. In such circumstances, the Township of Schaumburg will, after acceptance and approval of the Proposal for contracting purposes, execute the contract and return a copy to the entity submitting the Proposal.
- b) If the contract, as proposed, requires additional execution by the entity submitting the Proposal, the contract shall be executed by the successful entity submitting the Proposal and returned, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting the Proposal. Failure of the successful entity submitting the Proposal to execute the contract and file an acceptable bond within ten (10) days after the contract has

been mailed to the entity submitting the Proposal is cause for the cancellation of the award. If the contract is not executed by the Township of Schaumburg within ten (10) days following receipt from the entity submitting the Proposal of the **properly executed contract and bond, the entity submitting the Proposal shall** have the right to withdraw the Proposal without penalty.

16. **Performance Security.** The entity awarded the contract shall furnish as performance security a Performance Bond acceptable to the Township of Schaumburg prior to the start of any work. The bond shall be in the sum of 100% of the contract amount. The performance bond shall 1) serve as security for faithful performance of the work for the entire term of the Contract; and 2) guarantee the work against defective workmanship. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to the Township of Schaumburg, may be submitted as performance security, instead of a Performance Bond.
17. **Letter of Credit.** Any letter of credit submitted as performance security must be established with the following required content:
18. The letter of credit must be irrevocable, made in favor of the Township of Schaumburg (Beneficiary), and for the account of the entity awarded the contract (Applicant). The aggregate amount of the letter of credit must be at least 100% of the awarded contract amount. The bank issuing the letter of credit must be acceptable to the Township of Schaumburg. The expiration date of the letter of credit must extend to the anticipated completion date of the contract and will be extended at the expense of the entity awarded the contract if need be. The letter of credit must provide for partial drawings. Drawing(s) are to be made when the Township of Schaumburg presents a letter to the issuing bank, signed by the Township Supervisor, referencing the letter of credit number and stating the amount of funds to be drawn against the letter of credit and also containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the Township of Schaumburg." Payment(s) against the letter of credit will be made by the issuing bank upon presentation of this letter.

**TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE
COMMENCING JULY 2025**

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the Township of Schaumburg in entering into the contract with the Contractor. The Township of Schaumburg may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____, of
(Name of Person Certifying) (Office of Person Certifying)

_____, and as such hereby represent and warrant
(Name of Contractor)

to the Township of Schaumburg, a unit of local government, that the Contractor, if it is a partnership, its general partners are and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Township of Schaumburg, that the Contractor:

- (A) Has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) Has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) Has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) Pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

- (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (2) Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Department within ten (10) days after receiving notice under paragraph(D)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (E) Has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (F) At the time the Contractor submitted a bid on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (G) Certifies that no Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Township of Schaumburg officer, spouse or dependent child of a Township of Schaumburg officer, agent on behalf of any Township of Schaumburg officer or trust in which a Township of Schaumburg officer, the spouse or dependent child of a Township of Schaumburg officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the Township of Schaumburg in writing the name(s) of the holder of such interest.
- (H) Has not and no employee of or person on behalf of the Contractor has given any gift prohibited by Township of Schaumburg ordinance entitled, "An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*) for the Township of Schaumburg" (the "Ordinance") or other law or ordinance to any officer, employee of the Township of Schaumburg or spouse or immediate family member living with any officer or employee of the Township of Schaumburg in violation of the Ordinance or other law or ordinance.
- (I) Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by

this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Township of Schaumburg in writing within seven (7) days.

Dated: _____, 2025

Contractor: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of
(Name of Signatory) (Office)
the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated : _____, 2025

Notary Public

RETURN TO TOWNSHIP

PROPOSAL FOR TOWNSHIP OF SCHAUMBURG RESIDENTIAL REFUSE AND RECYCLING COLLECTIONS SERVICE COMMENCING JULY 2025 PROPOSAL FORM

1. The Proposal of

(Contractor's Name)

for the Township of Schaumburg Residential Refuse and Recycling Collections Service Commencing July 2025 to be performed according to the specifications to which the undersigned agrees to accept as part of the contract.

2. The undersigned has, before submitting this Proposal, carefully examined the provisions of the contract, inspected in detail the site of the proposed work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the service to be provided. By submitting this Proposal the undersigned conclusively assures and warrants to the Township of Schaumburg that the undersigned has made these examinations and that the undersigned understands all requirements for the performance of the work. If the undersigned's proposal is accepted, the undersigned agrees to be responsible for all errors in the proposal resulting from the undersigned's failure or neglect to comply with the Instructions for Proposals and agrees that the Township of Schaumburg will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations.
3. A Proposal guaranty in the amount of 10% of the total amount of the Proposal in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the "Township of Schaumburg," an original or an Electronic Proposal Bond issued by a surety company which is satisfactory to the Township of Schaumburg and is qualified to do business in Illinois accompanies this Proposal.
4. If this proposal is accepted and the undersigned fails to execute the contract, it is hereby agreed that the Proposal Bond or Proposal guaranty check shall be forfeited to the Township of Schaumburg.
5. An executed Contractor's Certification on the form provided herein accompanies this Proposal.
6. SCOPE OF SERVICES: *[Check the program(s) proposed]*

Unlimited Program - including Yard Waste:

1. Unlimited Solid Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of household refuse, household construction and demolition debris, set out in either 32-gallon cans, bags, properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length; all cans and bundles are to be a maximum weight of 50 pounds. This service shall allow for one miscellaneous or odd-shaped item which will also be accepted each week.

Service provided using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by the contractor into its trucks included as a part of:

- ☐ the base service;
- ☐ as an optional service.

2. Unlimited Recyclables Collection and Disposal

This service shall include unlimited weekly curbside collection of recyclable materials that are commonly made up of the following materials:

Paper goods made up of newspapers, magazines, catalogs, telephone directories, junk mail, greeting cards, advertisements, post cards, stationery, notebook paper, cardboard and boxes as well as frozen food packaging.

Plastic bottles and containers made up of PET (#1) plastic bottles, plastic plates and trays, plastic flower pots and other (#1) non-bottle shaped containers, as well as HDPE (#2) plastic bottles consisting of laundry detergent, milk and water bottles, shampoo and personal care bottles, margarine tubs, baby wipe containers, plastic cups, and other #2 non-bottle shaped containers.

No motor oil, anti-freeze, pool chemical or other hazardous waste containers are accepted, even if they are of the above-described materials.

Glass bottles and jars made up of brown, green, blue and clear glass. No mirrors, drinking glasses, or window glass is accepted.

Metal cans and containers made up of aluminum cans, aluminum foil, aluminum baking trays/pie plates, steel or tin cans, and aerosol cans.

3. Unlimited Yard Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of properly prepared yard waste put out in biodegradable bags or 32-gallon containers labeled as "Yard Waste Only" or in properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, during the months of April through October. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

7. The undersigned submits the following schedule of prices covering the work to be performed under this contract:

7.01	Service Type	Quantity
	Unlimited Program - including Yard Waste	Approx. 700-residences Individually billed.

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Cost to Residential Customer

PLEASE SUBMIT PROPOSALS UNDER BOTH SECTIONS 7.02 (THREE-YEAR TERM) AND 7.03 (FIVE-YEAR TERM)

7.02 Residential Refuse and Recycling Collection Service Franchise Cost (3-year term)

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2026	\$ (Total Annual Cost/ Residence)	x 700	\$

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2027	\$ (Total Annual Cost/ Residence)	x 700	\$

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2028	\$ (Total Annual Cost/ Residence)	x 700	\$

7.03 Residential Refuse and Recycling Collection Service Franchise Cost (5-year term)

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2026	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2027	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2028	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

D. Year Ending 3/31/2029

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
			Total Annual Cost

Total for year ending 3/31/2029	\$ (Total Annual Cost/ Residence)	x 700	\$
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E. Year Ending 3/31/2030

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2030	\$ (Total Annual Cost/ Residence)	x 700	\$

7.04 Additional Costs:

		Unit Cost
1. Separate Collection for Major Appliances	Per Appliance	\$
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$
3. Additional Recyclable Material Container	Per Yard/Per Pickup	\$ per cubic yard
4. Rental of a 65-Gallon Container	Per Month Each	\$ per month plus one time \$ Delivery Charge
5. Rental of a 95 Gallon Container	Per Month Each	\$ per month plus one time \$ Delivery Charge

DETAIL EXCEPTION SHEET

8. Exceptions: Any exception must be clearly noted on the *Detail Exceptions Sheet(s)*. Failure to do so may be reason for rejection of the proposal. It is not our intention to prohibit any potential Proposer from proposing by virtue of the specifications, but to describe the material(s) and service(s) actually required. The Township reserves the right to accept or reject any or all exceptions.

DETAIL EXCEPTIONS SHEET MUST BE ENCLOSED WITH PROPOSAL SHEET.

Proposer's exceptions are:

9. The undersigned certifies that:

a. The legal name and the business address of the undersigned are:

b. The undersigned is:

- (1) A Single Proprietorship_____
- (2) A Partnership_____
- (3) A Corporation Organized in the State of_____
- (4) Other Organization_____

c. The name, title, and address of the owner, partners, or officers of the undersigned are:

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest (If none, so state):

e. The names, addresses, and trade classifications of all other contractors in which the undersigned has a substantial interest are (if none, so state):

10. Please complete this section only if the entity declines to submit a Proposal:

NO PROPOSAL – Keep our company on your Vendor List	Signature Date	
NO PROPOSAL – Remove our company from your Vendor List	Signature Date	

Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a proposal.

11. If awarded the contract, as proposed, the entity submitting this Proposal agrees to execute and return the contract included in the Request for Proposals, together with the required performance bond, within ten (10) days after the contract has been mailed to the entity submitting this Proposal.

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(If an individual)

Individual's Name

Street Address

City State Zip Code

Telephone Number

Signature of Proposer:

(If a partnership)

Partnership's Name

Street Address

City State Zip Code

Telephone Number

Signature of General Partner:

(If a corporation)

Corporate Name

Street Address

City State Zip Code

Telephone Number

Name of President: _____

Signature of President: _____

Name of Secretary: _____

Attest by Secretary: _____

**SPECIFICATIONS
FOR
TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE
COMMENCING JULY 2025**

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SPECIFICATIONS FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE

1.00 DEFINITIONS

1.01 RESIDENTIAL DWELLING: Any single-family home or multifamily residential complex or unit thereof, including, but not limited to, condominiums, townhouses and apartment complexes, having reasonable access to the curb of a street designed to withstand vehicles weighing in excess of 25 tons where for whatever reason refuse is to be collected.

1.02 OWNER: Any individual, corporation, partnership, or entity (such as a condominium association or homeowner's association) jointly and/or severally having ownership in a residential dwelling.

1.03 REFUSE SERVICE: Shall mean solid waste collection and disposal.

1.04 RESIDENTIAL REFUSE & RECYCLING SERVICE: As used herein shall include the collection and disposal of residential refuse and the collection and recycling of recyclable materials as defined herein from residential dwellings and from Township-owned or leased buildings located within the unincorporated limits of the Township. Such refuse service shall include the collection and disposal of construction and demolition waste and major appliances as further specified herein. Such refuse service shall include landscape waste from April 1 until December 15 as further specified herein. Such refuse service shall include the collection of Christmas trees from Township-owned or leased properties as directed by the Township and Christmas trees from single-family homes during the first three weeks in January. (Multifamily dwellings are excluded from the collection of Christmas tree service.) All services shall be in compliance with the provisions and conditions set forth in these specifications and with the applicable laws and ordinances of the Township, the County of Cook, and the State of Illinois.

1.05 RESIDENTIAL BACK DOOR SERVICE: Refuse and recycling collection at the rear of a single-family home or at the garage or side door of multifamily units.

1.06 RESIDENTIAL REFUSE: Any solid waste generated in residential dwellings and in all Township-owned or leased buildings located within the unincorporated limits of the Township including, but not limited to, the following: kitchen waste (such as household food, animal food), general household trash (such as ashes, crates, wrapping materials, packaging materials, cloth materials, discarded toys, discarded clothing), furniture items (such as mattresses, box springs, sofas, chairs, tables, bookcases, fixtures), bicycles, sleds, swing sets, microwave ovens, appliances, and major appliances. This category also includes small amounts (less than 2 cubic yards) of earth, sod, rocks, debris from do-it-yourself projects, remodeling or construction if properly bundled or placed in acceptable containers. Residential refuse does not include construction material, as described in 1.07 below.

1.07 CONSTRUCTION AND DEMOLITION WASTE: As used herein, shall include waste material in excess of two cubic yards generated from residential dwellings located within the unincorporated limits of the Township, resulting from building construction, alteration, demolition or repair of residential dwellings, including, but not limited to, swing sets, basketball hoops, garage doors, landscape timbers, and patio doors. This category of waste may also include dirt from excavations, including earth, rocks, concrete, or refuse from remodeling or construction in or around a residential dwelling, if placed in an acceptable containers as hereinafter referenced, an acceptable disposable container, or in securely tied bundles not exceeding 4 feet in length or 50 pounds in weight. Also included in this category of waste are branches not exceeding 5 inches in diameter and stumps of trees and shrubs.

1.08 LANDSCAPE WASTE: As used herein shall include waste material from indoor or outdoor vegetation and landscape areas of single-family homes and the grounds of all Township-owned or leased buildings located within the corporate limits of the township including contained leaves, grass clippings, weeds, small bushes, brush and branch clippings, when contained in landscape waste bags constructed of multi-layered biodegradable Kraft paper not to exceed 30 gallons in capacity or 50 pounds in weight when full, or when securely bound with string or twine in bundles not exceeding 4 feet in length. Landscape waste is excluded for multifamily dwellings.

1.09 RECYCLABLE MATERIAL: Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terephthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7), plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored, computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail", magazines, telephone directories, as well as any other materials designated or approved by the Township for recycling by a licensed refuse or recycling collector operating within the unincorporated area of the Township .

1.10 MAJOR APPLIANCES OR WHITE GOODS: As used herein shall include all refrigerators, ranges, water heaters, freezers, air conditioners, stoves, dehumidifiers, ovens, dishwashers, heat pumps, chillers, furnaces, boilers, clothes washers and dryers, water coolers, lawn rollers, and big screen television sets discarded from residential dwellings located within the unincorporated limits of the Township.

1.11 REFUSE COLLECTOR: Any firm or corporation engaged in the removal of refuse, including residential refuse, multifamily waste, commercial waste, industrial waste, construction and demolition waste, major appliances and landscape waste.

1.12 AGREEMENT: The words "Agreement" and "Contract" may be used interchangeably and refer to the terms and conditions defined or stated in these specifications and in any or all the Contract Documents referenced in the Standard Conditions.

1.13 CONTRACTOR: The refuse collector engaged contractually by the Township and exclusively empowered to provide residential refuse services including recycling services, major appliance pick up, landscape waste pickup, and special collection of non-containerized materials.

1.14 REDEFINITION: The Township may from time to time redefine certain recyclable materials. The required recyclable materials and the manner in which they are collected and/or disposed of may be modified due to advances in technology, drastic market fluctuations or changes in Federal, State or Local regulations.

1.15 TOWNSHIP: Township of Schaumburg, a unit of government.

2.00 TERM OF CONTRACT

2.01 The initial term of this Contract will be for 3 years commencing July 1, 2025, and terminating March 31, 2028, unless terminated earlier as herein provided. It is the intent of the Township to present an award recommendation to the Board of Trustees before the end of June, 2025. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by July 1, 2025.

OR

The initial term of this Contract will be for 5 years commencing July 1, 2025, and terminating March 31, 2030, unless terminated earlier as herein provided. It is the intent of the Township to present an award recommendation to the Board of Trustees before the end of June, 2025. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by July 1, 2025.

2.02 EXCLUSIVE CONTRACT: The Contractor shall have sole and exclusive franchise, license, and privilege to provide residential refuse service for the term herein provided subject to terminations herein provided.

2.03 TERMINATION OF CONTRACT BY THE TOWNSHIP: The Township reserves the right to terminate this Contract upon failure of the Contractor to perform the work as specified, to the satisfaction of the Township. If in the reasonable judgment of the Township, the Contractor has not corrected its performance to be in compliance with the Contract, the Township shall notify the Contractor and the Contractor's Surety in writing that the Contract shall be terminated in 7 days unless the Contractor corrects the non-performance to the satisfaction of the Township. The Township reserves all rights and legal remedies including the right to call upon the performance bond submitted by the Contractor. The remedies used by the Township are cumulative and not exclusive. No waiver by the Township of a default of the Contractor under this Contract shall be construed as a waiver by the Township of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the refuse and recyclable materials covered by this Contract, constituting 10% or more of the total number of customers within the unincorporated area of the Township within a period of 7 consecutive days following written notice to the Contractor and the Contractor's Surety, the Township may at its option cause such refuse and recyclable material to be collected and disposed of by any means available to the Township; and any and all expense incurred by the Township thereby may be charged to the Contractor and against the Contractor's performance bond.

2.04 EXTENSION OF AGREEMENT: At the end of any contract term, the Township reserves the right to extend this Agreement for a period of up to thirty (30) days for the purpose of arranging to place a new contract in effect.

2.05 NON-APPROPRIATION: The Township's funding of this Agreement shall be subject to annual appropriations. The Contractor acknowledges that the Township is a unit of local government, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future Township Boards to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Township Board fail to appropriate such funds, the Contractor shall be paid all dues and owing hereunder up until the actual day of termination.

3.00 CONTRACTOR QUALIFICATIONS

3.01 MINIMUM EXPERIENCE: The Contractor represents that it has a minimum of 5 years' prior experience in rendering residential refuse service, comparable to that specified herein, in a municipality with a minimum population of 30,000 requiring weekly services, and it shall show evidence of adequate personnel to properly and satisfactorily discharge this contract.

3.02 ACCESS TO LANDFILL: The Contractor shall own, control, or have available for use throughout the contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.

3.03 ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a recyclable material processing facility suitable for storing or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.04 ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.05 ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.06 ADEQUATE FINANCES: The Contractor shall have the necessary financial stability to satisfy the terms of this Contract. Copies of the 3 most recent contracts with municipalities, landfill or incinerator agreements, material processing and landscaping waste management facility agreements, 2 years of financial statements and a list of all equipment to be used may be requested by the Township as evidence, If requested, Bidders must provide this information within 3 days of the request.

3.07 ADEQUATE ROLLING STOCK: The Contractor shall have a sufficient number of enclosed leak-proof modern packer-type trucks and open-body trucks or dump trucks to provide the disposal services under the terms of this Contract.

4.00 ADDITIONAL CONTRACT PROVISIONS

4.01 RESIDENTIAL NOTIFICATION: The Contractor, at its own expense, shall notify all existing and new customers by first class mail, or by affixing notice to the front door, of their day of pickup and the established program guidelines in advance of the start up of the service herein described and of any changes in routes, pickup days, or collection programs during the duration of the Contract. The Contractor shall cooperate with the Township in advertising and promoting recycling, including the development, printing, and delivering by first class mail, a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. Said brochure shall be edited and redistributed by first class mail prior to any rate increase that may be approved during the contract period.

4.02 WEEKLY SERVICE: The Contractor will furnish all necessary labor, material and equipment necessary to render regularly scheduled weekly residential refuse service for each residential dwelling in the unincorporated area of the township as defined herein in accordance with a schedule to be submitted and approved by the Township. The Contractor shall perform all services in a neat, orderly and efficient manner using due care and diligence in the performance of all services on its part to be performed. The Contractor shall conduct refuse (including construction and demolition waste, landscape waste, and major appliances) and recyclable material pickup for each area on the same day. The Contractor will be limited to a maximum of three days per week for scheduling the services required in this specification. Landscape or yard waste shall be collected from April 1 through December 15 of each calendar year.

4.03 SCOPE OF SERVICES:

Unlimited Program - Including Yard Waste:

1. Unlimited Solid Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of household refuse, household construction and demolition debris, set out in either 32-gallon cans, bags, properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, all cans and bundles are to be a maximum weight of 50 pounds. This service shall allow for one miscellaneous or odd-shaped item which will also be accepted each week.

Service provided using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by the contractor into its trucks included as a part of:

- ☐ the base service;
- ☐ as an optional service.

2. Unlimited Recyclables Collection and Disposal

This service shall include unlimited weekly curbside collection of recyclable materials that are commonly made up of the following materials:

Paper goods made up of newspapers, magazines, catalogs, telephone directories, junk mail, greeting cards, advertisements, post cards, stationery, notebook paper, cardboard and boxes as well as frozen food packaging.

Plastic bottles and containers made up of PET (#1) plastic bottles, plastic plates and trays, plastic flower pots and other (#1) non-bottle shaped containers, as well as HDPE (#2) plastic bottles consisting of laundry detergent, milk and water bottles, shampoo and personal care bottles, margarine tubs, baby wipe containers, plastic cups, and other #2 non-bottle shaped containers.

No motor oil, anti-freeze, pool chemical or other hazardous waste containers are accepted, even if they are of the above-described materials.

Glass bottles and jars made up of brown, green, blue and clear glass. No mirrors, drinking glasses, or window glass is accepted.

Metal cans and containers made up of aluminum cans, aluminum foil, aluminum baking trays/pie plates, steel or tin cans, and aerosol cans.

3. Unlimited Yard Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of properly prepared yard waste put out in biodegradable bags or 32-gallon containers labeled as "Yard Waste Only" or in properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, during the months of April through October. All bags, 32-gallon containers and bundles shall not exceed 50 pounds.

4.04 HOURS OF OPERATION: No collection of refuse or recyclable materials may be made before 7:00 AM.

4.05 HOLIDAYS: The holidays to be observed by the Contractor are as follows:

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

No pickup service will be rendered on such holidays. Regular service shall resume the next workday. Refuse not picked up on said holiday shall be picked up on the next workday.

4.06 RECEPTACLE LOCATION: Pickups for refuse and recyclable materials shall be at the curb within a reasonable distance of the residential dwelling to be served; or, in the case of a Township building(s), pickups may be designated garbage enclosures.

4.07 REFUSE RECEPTACLES: There shall be no limit to the number of receptacles which the resident may place at the curb to be collected, and the Contractor shall collect all that is placed out for collection. Acceptable receptacles include, but are not limited to, weatherproof containers with tight-fitting lids and with handles (drums shall not be an acceptable container), plastic bags that meet the approval of the Township, and multi-layered biodegradable Kraft paper bags for landscape waste. No receptacle shall be greater than 33 gallons in capacity or fifty pounds in weight when full and shall be watertight, securely fastened, and strong enough to resist punctures and tears when handled.

4.08 RECYCLABLE MATERIALS RECEPTACLES: All recyclable material shall be placed at the curb in containers that are durable and easily cleanable and are designed to allow rain to drain from them. For the duration of this contract, a suitable recyclable materials container shall be provided by the Contractor at no charge for each single-family home and each multifamily unit of a multifamily residential dwelling requesting a container for any reason, according to a distribution procedure to be established by the Township. Additional or replacement containers shall be made available by the Contractor at a rate and distribution system to be agreed on by the Contractor and the Township.

4.09 NON-CONTAINERIZED MATERIALS: The Contractor will not be responsible for the collection of non-containerized material that has not been set out as defined herein, unless additional service is requested as defined in Section 4.10 of this specification.

4.10 BACKDOOR SERVICE: Any resident may notify the Contractor, in writing, that the resident chooses back door collection. In such cases the pickups for refuse and recyclable materials, for an additional fee listed on the bid sheet, shall be at the rear of a single-family home or at the garage or side door of a multifamily unit of a multifamily dwelling.

4.11 ADDITIONAL SERVICES: On request, the Contractor will provide services other than those herein described for all types of refuse material over and above the two-cubic-yard limit as defined herein including, without limitation, earth, sod, rocks, concrete, rubble and refuse from remodeling, construction and demolition, excavations and other materials, including swing sets, basketball hoops, garage doors, landscaping timbers, patio doors, (Excluded Waste (as defined below), dangerous or toxic materials, and large quantities of liquid requiring truck disposal equipment are valid exceptions). The Contractor shall, upon request of the resident, furnish an estimate for the cost of removal of such materials prior to removal. In order to protect the public health, safety and welfare and at the request of the Township, the Contractor shall collect quantities of refuse and recyclable material left at the curb without proper preparation in unusual circumstances (e.g. evictions or “skip outs”) and shall bill the property owner for the actual cost thereof. The Township agrees to assist the Contractor in identifying the property owner(s) for this purpose. The Contractor shall also offer the residents the opportunity to lease either a 65gallon or 95-gallon toter cart at an additional monthly fee as herein set forth.

4.12 AUTOMOTIVE, HOUSEHOLD BATTERY, AND LIGHT BULB DROP OFF SITE: The Contractor shall establish and maintain a drop-off facility within the borders of the Township for the collection of automotive and household batteries and light bulbs.

4.13 WORKMANLIKE PERFORMANCE: The Contractor shall undertake to perform all services in a neat, orderly and efficient manner, and to use due care and diligence in the performance of said duties under the terms and provisions of the Contract and to provide neat, orderly and courteous personnel on its crews. The Contractor shall remove all refuse, bulk items and recyclables placed for collection and to be collected pursuant to the terms of this Agreement, including all spillage. The Contractor shall close all gates upon leaving and shall replace all lids after emptying containers. The Contractor shall not permit refuse or recycled materials to litter any premises in the process of making collection, nor allow any refuse to blow, fall, or spill from any vehicle used for collections and where appropriate, shall replace lids or covers on containers immediately after emptying. The Contractor shall repair or replace, at its expense containers damaged as a result of its handling or misuse, reasonable wear and tear excepted.

4.14 EMPLOYEE PERFORMANCE: The Contractor shall furnish capable personnel in the performance of the services specified herein. In the event that any of the Contractor’s personnel is deemed by the Township to be unfit or unsuitable to perform the services under the Contract, the Contractor shall immediately remove such person from work within the unincorporated area and replace that person with a suitable and competent person at no expense to the Township.

4.15 EMERGENCY PROVISIONS: The Contractor agrees that should any emergency arise by reason of storms, tornadoes, cyclones or the like, which require additional hauling equipment and/or services by the Township, the Contractor shall use its reasonable efforts to provide additional equipment and/or services upon request, provided that the Contractor and the Township have agreed on the compensation to be paid to the Contractor for providing such additional equipment and/or services.

4.16 REFUSE COLLECTION VEHICLES: The Contractor agrees to collect all refuse during the regular weekly service in fully enclosed leak-proof modern packer-type trucks. Equipment used for construction

and demolition waste, major appliances, landscape waste, special pick-up service may be open body trucks, dump trucks, and similar type equipment suitable for the required work.

4.17 RECYCLABLE MATERIAL COLLECTION VEHICLES: Equipment used for collecting recyclable material shall be designated specifically for such collection and shall not allow for contamination of the recyclable material after it has been collected.

4.18 REFUSE DISPOSITION: The Contractor will, on the day of collection, transport all refuse collected for disposal, and deposit same in an IEPA permitted sanitary landfill, transfer site, or incinerator, or processing facility in accordance with the laws of the State of Illinois.

4.19 RECYCLABLE MATERIAL DISPOSITION: The Contractor will, on the day of collection, transport all recyclable materials to a recyclable material processing facility where the intent shall be to reuse or recycle said materials. All material processing facilities that may receive recyclable material collected through the service herein described shall be approved by the Township.

4.20 RIGHT OF INSPECTION: The Contractor shall, upon reasonable notice, make accessible for inspection by the Township any landfills, incinerators, transfer stations, recycling facilities, landscape waste, or major appliance processing or management facilities which receive waste from the unincorporated area as a result of this contract.

4.21 COMPLAINT RESPONSE: The Contractor shall maintain an office telephone and/or available 1-800 # for the receipt of service calls or complaints and shall be available for such calls on all business days from 8:00 AM until 4:30 PM and between 8:00 AM and 12:00 PM on Saturdays. Ninety percent (90%) of the calls made to the customer service center shall be answered within thirty (30) seconds. The thirty (30) second maximum includes wait time or spent time spent "holding" for a customer service representative. In the case of alleged missed collection, the Contractor shall investigate, and if such allegation is verified, collection shall be made within 24 hours after the complaint is received. The Contractor shall designate, in writing, the person to serve as agent for the Contractor and liaison to the Township.

4.22 TEMPORARY DISRUPTION IN SERVICE: Any failure or delay in performance due to contingencies beyond a party's reasonable control, including labor disputes, work stoppages, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. The Township reserves the right to take whatever actions the Township deems necessary to deal with any temporary disruption in services without voiding the contract or waiving any of the Township's rights. Temporary disruptions may include, but are not limited to, the above events, financial difficulties of the Contractor resulting in its inability to provide services as set forth in this Agreement, equipment failures, landfill disputes and/or issues. The actions the Township may take include, but are not limited to, finding another provider to perform the services during the temporary dispute or performing some or all of the services by whatever means available.

4.23 NON-SEGREGATED FACILITIES: The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or

entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed contractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed contractors or material suppliers who are contracting directly with Contractor, prior to the award of contracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

4.24 PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT: The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Township. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Township on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

4.25 SUBLETTING OF CONTRACT: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Township. The Township may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts or assignments of payments due or to become due shall in any case release the Contractor of liability under the Contract. All subcontracts shall be in writing and contain the required Equal Employment Opportunity provisions and labor compliance provisions. The Contractor shall permit Township representatives to examine the subcontracts upon notice. Any subcontractor that does not perform satisfactory work will be removed by the Contractor, and the Contractor shall not employ the subcontractor for any further work under this Contract.

4.26 CONTRACTOR RECORD RETENTION. The Contractor and all subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the Township under the Contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and any subcontractors shall be available for review and audit by the Township. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a

time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Township for the recovery of any funds paid by the Township under this Contract or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Contract. The Contractor and all subcontractors shall include the requirements of this section in all subcontracts.

5.00 COMPENSATION:

5.01 CONTRACTOR'S COMPENSATION: The Contractor will be compensated for the Residential Refuse Service (as herein defined) rendered, based upon the following pricing as submitted by the Contractor's proposal. The Contractor will bill customers or Associations directly for services performed during the term of this contract, and the Contractor has the right to discontinue service to any customer or Association that is not paying the Contractor timely.

6.00 RESIDENTIAL REFUSE SERVICE

6.01 Service Type	Quantity
Unlimited Program - including Yard Waste	Approx. 700 - residences individually billed.

Cost to Residential Customer

6.02 Residential Refuse and Recycling Collection Service Franchise Cost

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2026	\$ (Total Annual Cost/ Residence)	x 700	\$

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence

Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2027	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2028	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

Grand total of all values for the three (3) years of the contract	\$ <u> </u>
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OR

6.02 Residential Refuse and Recycling Collection Service Franchise Cost

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2026	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2027	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2028	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

D. Year Ending 3/31/2029

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
			Total Annual Cost
Total for year ending 3/31/2029	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

E. Year Ending 3/31/2030

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>

Total for year ending 3/31/2030	\$ (Total Annual Cost/ Residence)	x 700	\$
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Grand total of all values for the five (5) years of the contract	\$
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6.03 Additional Costs:

		Unit Cost
1. Separate Collection for Major Appliances	Per Appliance	\$
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$
3. Additional Recyclable Material Container	Per Yard/Per Pickup	\$ per cubic yard
4. Rental of a 65-Gallon Container	Per Month Each	\$ per month plus ne time \$ Delivery Charge
5. Rental of a 95 Gallon Container	Per Month Each	\$ per month plus ne time \$ Delivery Charge

7.00 INDEMNIFICATION:

7.01 INDEMNIFICATION: Contractor agrees, at its sole cost and expense, to unconditionally waive any and all rights of contributions against, and to indemnify and hold harmless and defend, Schaumburg Township, the Schaumburg Township Supervisor and Board of Trustees, and their respective former, current and future officers, trustees, agents, employees, representatives, attorneys, and insurers, and each of their respective successors in interest of any kind (the "Township Indemnitees") for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including, but not limited to, all liabilities, claims, suits, costs and expenses which the Township Indemnitees may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Township Indemnitees, or any of them, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this Agreement; (b) any actual or alleged act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; (c) the violation or alleged violation by Contractor, it employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release, or presence of contaminants (which shall include, but not be limited to, hazardous waste, hazardous substances, and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic,

or dangerous) which occurs during the performance (or failure to perform) of this Agreement including, without limitation, transportation and/or disposal of the Residential Materials and/or from or on the site(s) or facility(ies) utilized for disposal of the Residential Materials. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Township and Township Indemnitees shall have the right to determine the attorney(s) of its choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Township or Township Indemnitees, all at the Contractor's expense pursuant to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Agreement. Contractor's obligations under this Section shall not be limited in any way by: (a) any bond of insurance protection required under the Contract Documents or otherwise provided by Contractor; or (b) any limitation on the amount of type of damages, compensation, or benefits payable by or for Contractor or Contractor's Agents under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Acts. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due hereunder, including any claim by any employee of Contractor or any Subcontractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decisions, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991).

8.00 REPRESENTATIONS:

8.01 The Contractor is not barred by law from submitting a proposal to the Township for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33 E-3 (Bid Rigging) or 720 ILCS 5/33 E-4 (Bid Rotating); and that

1. The Contractor is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1;
2. The Contractor provides a drug-free workplace pursuant 30 ILCS 580/1 *et seq.*
3. During the performance of this contract, the Contractor further agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
 - B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity

without discrimination because of race, color, religion, sex, national origin, or ancestry.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
 - F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contracts.
- 4. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
 - 5. The Contractor is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, *et seq.* including establishment and maintenance of sexual harassment policies and program.

9.00 Insurance: The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Township and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Township will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. The Contractor will provide the Township with certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The Comprehensive General Liability coverage shall show the Township as additional insured. All insurance noted below is primary and in no event will be considered contributory to

any insurance purchased by the Township. All insurance noted below will not be cancelled without first providing the Township thirty (30) days' advance written notice, via certified mail. In addition, the Contractor shall provide the Township, via certified mail, with a new certificate of insurance within seven (7) days of a reduction in insurance coverage provided, however, that insurance coverage may not be reduced below the limits set forth herein. The Township reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Township with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Township to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance. If contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Any deductibles or self-insured retentions must be declared to Contractor. At the option of the Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including but not limited to, investigations, claim administration, and defense expenses. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by the Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and nonowned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$10,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.

**CONTRACT
FOR
TOWNSHIP OF SCHAUMBURG
COMMENCING JULY 2025
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE**

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**CONTRACT
FOR
TOWNSHIP OF SCHAUMBURG
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE**

THIS AGREEMENT ("Agreement") made and entered into this [REDACTED] day of [REDACTED], 2025, by and between the Township of Schaumburg, a unit of local government, organized under the laws of the State of Illinois (hereinafter referred to as "Township") and [REDACTED], a corporation, authorized to do business in the State of Illinois (hereinafter referred to as "Contractor"):

W I T N E S S E T H

WHEREAS, the Township is expressly authorized the exercise of the powers herein, pursuant to the Township Code (60 ILCS 1/210-5 *et. seq.*), which provides that corporate authorities may make contracts for the collection and final disposal of garbage, refuse and ashes;

WHEREAS, the Township, desires to arrange for the disposal of solid waste and recyclables in the Township by utilizing the services rendered by the Contractor;

WHEREAS, the Contractor has submitted a proposal for the services desired by the Township;
and

WHEREAS, the Contractor desires to collect the Township solid waste and recyclables as defined herein, and that it is the intent of the Township to authorize contractors to be the exclusive residential solid waste and recyclable hauler on behalf of the Township to collect waste from dwellings;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.00 DEFINITIONS

1.01 RESIDENTIAL DWELLING: Any single-family home or multifamily residential complex, or unit thereof, including, but not limited to, condominiums, townhouses and apartment complexes, having reasonable access to the curb of a street designed to withstand vehicles weighing in excess of 25 tons where for whatever reason refuse is to be collected.

1.02 OWNER: Any individual, corporation, partnership, or entity (such as a condominium association or homeowner's association) jointly and/or severally having ownership in a residential dwelling.

1.03 REFUSE SERVICE: Shall mean solid waste collection and disposal.

1.04 RESIDENTIAL REFUSE & RECYCLING SERVICE: As used herein shall include the collection and disposal of residential refuse and the collection and recycling of recyclable materials as defined herein from residential dwellings and from Township-owned or leased buildings located within the unincorporated limits of the Township. Such refuse service shall include the collection and disposal of construction and demolition waste and major appliances as further specified herein. Such refuse service shall include

landscape waste from April 1 until December 15 as further specified herein. Such refuse service shall include the collection of

Christmas trees from Township-owned or leased properties as directed by the Township and Christmas trees from single-family homes during the first three weeks in January. (Multifamily dwellings are excluded from the collection of Christmas tree service.) All services shall be in compliance with the provisions and conditions set forth in these specifications and with the applicable laws and ordinances of the Township, the County of Cook, and the State of Illinois.

1.05 RESIDENTIAL BACK DOOR SERVICE: Refuse and recycling collection at the rear of a single-family home or at the garage or side door of multifamily units.

1.06 RESIDENTIAL REFUSE: Any solid waste generated in residential dwellings and in all Township-owned or leased buildings located within the unincorporated limits of the Township including, but not limited to, the following: kitchen waste (such as household food, animal food), general household trash (such as ashes, crates, wrapping materials, packaging materials, cloth materials, discarded toys, discarded clothing), furniture items (such as mattresses, box springs, sofas, chairs, tables, bookcases, fixtures), bicycles, sleds, swing sets, microwave ovens, appliances, and major appliances. This category also includes small amounts (less than two cubic yards) of earth, sod, rocks, debris from do-it-yourself projects, remodeling or construction if properly bundled or placed in acceptable containers.

1.07 CONSTRUCTION AND DEMOLITION WASTE: As used herein shall include waste material in excess of two cubic yards generated from residential dwellings located within the unincorporated limits of the Township, resulting from building construction, alteration, demolition or repair of residential dwellings, including, but not limited to, swing sets, basketball hoops, garage doors, landscape timbers, and patio doors. This category of waste may also include dirt from excavations, including earth, rocks, concrete, or refuse from remodeling or construction in or around a residential dwelling, if placed in an acceptable container as hereinafter referenced, an acceptable disposable container, or in securely tied bundles not exceeding 4 feet in length or 50 pounds in weight. Also included in this category of waste are branches not exceeding 5 inches in diameter and stumps of trees and shrubs.

1.08 LANDSCAPE WASTE: As used herein shall include waste material from indoor or outdoor vegetation and landscape areas of single-family homes and the grounds of all Township-owned or leased buildings located within the corporate limits of the township including leaves, grass clippings, weeds, small bushes, brush and branch clippings, when contained in landscape waste bags constructed of multi-layered biodegradable Kraft paper not to exceed 30 gallons in capacity or 50 pounds in weight when full, or when securely bound with string or twine in bundles not exceeding 4 feet in length. Landscape waste is excluded for multifamily dwellings.

1.09 RECYCLABLE MATERIAL: Materials to be discarded that may be commonly marketable recyclable commodities, including green, brown, blue, clear glass food and beverage bottles and jars, steel, aluminum and bi-metal food and beverage containers, paperboard milk, food and laundry refill cartons, drink boxes (aseptic packaging), polyethylene terephthalate (PET, plastic code #1), high density polyethylene (HDPE, plastic code #2), vinyl (V, plastic code #3), low density polyethylene (LDPE, plastic code #4), polypropylene (PP, plastic code #5), and other (plastic code #7), plastic food, beverage and household cleaning product containers, formed aluminum containers, trays and pans, clean aluminum foil, plastic beverage pack rings, empty paint and aerosol cans, old corrugated cardboard (OCC), dry and wet strength box board, white, colored, computer and mixed office and school paper, and newsprint, Kraft paper bags, "junk mail," magazines, telephone directories, as well as any other materials designated or

approved by the Township for recycling by a licensed refuse or recycling collector operating within the unincorporated area of the Township .

1.10 MAJOR APPLIANCES OR WHITE GOODS: As used herein shall include all refrigerators, ranges, water heaters, freezers, air conditioners, stoves, dehumidifiers, ovens, dishwashers, heat pumps, chillers, furnaces, boilers, clothes washers and dryers, water coolers, lawn rollers, and big screen television sets discarded from residential dwellings located within the unincorporated limits of the Township.

1.11 REFUSE COLLECTOR: Any firm or corporation engaged in the removal of refuse, including residential refuse, multifamily waste, commercial waste, industrial waste, construction and demolition waste, major appliances and landscape waste.

1.12 AGREEMENT: The words “Agreement” and “Contract” may be used interchangeably and refer to the terms and conditions defined or stated in these specifications and in any or all the Contract Documents referenced in the Specifications.

1.13 CONTRACTOR: The refuse collector engaged contractually by the Township and exclusively empowered to provide residential refuse services including recycling services, major appliance pick up, landscape waste pickup, and special collection of non-containerized materials.

1.14 REDEFINITION: The Township may from time to time redefine certain recyclable materials. The required recyclable materials and the manner in which they are collected and/or disposed of may be modified due to advances in technology, drastic market fluctuations or changes in federal, state or local regulations.

1.15 TOWNSHIP: Township of Schaumburg, a unit of government.

2.00 TERM OF CONTRACT

2.01 INITIAL TERM:

The initial term of this Contract will be for 3 years commencing July 1, 2025 and terminating June 30, 2028, unless terminated earlier as herein provided. It is the intent of the Township to present an award recommendation to the Board of Trustees before the end of June, 2025. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by July 1, 2025.

OR

The initial term of this Contract will be for 5 years commencing July 1, 2025 and terminating June 30, 2030, unless terminated earlier as herein provided. It is the intent of the Township to present an award recommendation to the Board of Trustees before the end of June, 2025. The Contractor shall mobilize and have the equipment and manpower in place to perform the services as specified herein by July 1, 2025.

2.02 EXCLUSIVE CONTRACT: The Contractor shall have sole and exclusive franchise, license, and privilege to provide residential refuse service for the term herein provided subject to terminations herein provided.

2.03 TERMINATION OF CONTRACT BY THE TOWNSHIP: The Township reserves the right to terminate this Contract upon failure, as determined by the Township in its sole and absolute discretion, of the Contractor to perform the work as specified, to the satisfaction of the Township. If in the reasonable judgment of the Township, the Contractor has not corrected its performance to be in compliance with the Contract, the Township shall notify the Contractor and the Contractor's Surety in writing that the Contract shall be terminated in seven (7) days unless the Contractor corrects the non-performance to the satisfaction of the Township. The Township reserves all rights and legal remedies including the right to call upon the performance bond submitted by the Contractor. The remedies used by the Township are cumulative and not exclusive. No waiver by the Township of a default of the Contractor under this Contract shall be construed as a waiver by the Township of any subsequent default or failure to perform. In the event of failure to collect, remove, and properly dispose of the refuse and recyclable materials covered by this Contract, constituting 10% or more of the total number of customers within the unincorporated area of the Township within a period of seven (7) consecutive days following written notice to the Contractor and the Contractor's Surety, the Township may at its option cause such refuse and recyclable material to be collected and disposed of by any means available to the Township; and any and all expense incurred by the Township thereby may be charged to the Contractor and against the Contractor's performance bond.

2.04 EXTENSION OF AGREEMENT: At the end of any contract term, the Township reserves the right to extend this Agreement for a period of up to thirty (30) days for the purpose of arranging to place a new contract in effect.

2.05 NON-APPROPRIATION: The Township's funding of this Agreement shall be subject to annual appropriations. The Contractor acknowledges that the Township is a unit of local government, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future Township Boards to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Township Board fail to appropriate such funds, the Contractor shall be paid all dues and owing hereunder up until the actual day of termination.

3.00 CONTRACTOR QUALIFICATIONS

3.01 MINIMUM EXPERIENCE: The Contractor represents that it has a minimum of five (5) years' prior experience in rendering residential refuse service, comparable to that specified herein, in a municipality with a minimum population of 30,000 requiring weekly services; and it shall show evidence of adequate personnel to properly and satisfactorily discharge this contract.

3.02 ACCESS TO LANDFILL: The Contractor shall own, control, or have available for use throughout the contract term an Illinois Environmental Protection Agency permitted sanitary landfill site or incinerator suitable for the disposal of all refuse collected under the terms of this Contract and shall stipulate the location, size, and expected length of service thereof.

3.03 ACCESS TO RECYCLABLE MATERIAL PROCESSING FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a recyclable material processing facility suitable for storing or processing the recyclable materials collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.04 ACCESS TO LANDSCAPE WASTE MANAGEMENT FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a landscape waste management facility suitable for storing or processing the landscape waste collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.05 ACCESS TO MAJOR APPLIANCE MANAGEMENT FACILITY: The Contractor shall own, control, or have available for use throughout the contract term a major appliance management facility suitable for storing or processing the major appliances collected under the terms of this Contract and shall stipulate to the location and size thereof.

3.06 ADEQUATE FINANCES: The Contractor shall have the necessary financial stability to satisfy the terms of this Contract. Copies of the three (3) most recent contracts with municipalities, landfill or incinerator agreements, material processing and landscaping waste management facility agreements, two (2) years of financial statements and a list of all equipment to be used may be requested by the Township as evidence. If requested, Bidders must provide this information within three (3) days of the request.

3.07 ADEQUATE ROLLING STOCK: The Contractor shall have a sufficient number of enclosed, leak-proof, modern, packer-type trucks and open-body trucks or dump trucks to provide the disposal services under the terms of this Contract.

4.00 ADDITIONAL CONTRACT PROVISIONS

4.01 RESIDENTIAL NOTIFICATION: The Contractor, at its own expense, shall notify all existing and new customers by first class mail, or by affixing notice to the front door, of their day of pickup and the established program guidelines in advance of the start up of the service herein described and of any changes in routes, pickup days, or collection programs during the duration of the Contract. The Contractor shall cooperate with the Township in advertising and promoting recycling, including the development, printing, and delivering by first class mail, a brochure containing such promotional materials as necessary to establish and maintain maximum participation in the recycling program and explaining the proper use of refuse and recyclable material storage and disposal containers. Said brochure shall be edited and redistributed by first class mail prior to any rate increase that may be approved during the contract period. In addition to the brochure, the Contractor and Township agree to disseminate the recycling guidelines. At least once per year during the term of this Agreement, the Contractor and Township agree to publicize and/or distribute the recycling guidelines to the Customers to reinforce good recycling practices.

4.02 WEEKLY SERVICE: The Contractor will furnish all necessary labor, material and equipment necessary to render regularly scheduled weekly residential refuse service for each residential dwelling in the unincorporated area of the Township as defined herein in accordance with a schedule to be submitted and approved by the Township. The Contractor shall perform all services in a neat, orderly and efficient manner using due care and diligence in the performance of all services on its part to be performed. The Contractor shall conduct refuse (including construction and demolition waste, landscape waste, and major appliances) and recyclable material pickup for each area on the same day. The Contractor will be limited to a maximum of three days per week for scheduling the services required in this specification. Landscape or yard waste shall be collected from April 1 through December 15 of each calendar year.

4.03 SCOPE OF SERVICES: [*Check the program selected*]

Unlimited Program - including Yard Waste:

1. Unlimited Solid Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of household refuse, household construction and demolition debris, set out in either 32-gallon cans, bags, properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length, all cans and bundles are to be a maximum weight of 50 pounds. This service shall allow for one miscellaneous or odd shaped item will also be accepted each week.

Service provided using large two-wheeled carts (95-gallon and 65-gallon) that are mechanically lifted by the contractor into its trucks included as a part of:

- ☐ the base service;
- ☐ as an optional service.

2. Unlimited Recyclables Collection and Disposal

This service shall include unlimited weekly curbside collection of recyclable materials that are commonly made up of the following materials:

Paper goods made up of newspapers, magazines, catalogs, telephone directories, junk mail, greeting cards, advertisements, post cards, stationery, notebook paper, cardboard and boxes as well as frozen food packaging.

Plastic bottles and containers made up of PET (#1) plastic bottles, plastic plates and trays, plastic flower pots and other (#1) non-bottle shaped containers, as well as HDPE (#2) plastic bottles consisting of laundry detergent, milk and water bottles, shampoo and personal care bottles, margarine tubs, baby wipe containers, plastic cups, and other #2 non-bottle shaped containers.

No motor oil, anti-freeze, pool chemical or other hazardous waste containers are accepted, even if they are of the above-described materials.

Glass bottles and jars made up of brown, green, blue and clear glass. No mirrors, drinking glasses, or window glass is accepted.

Metal cans and containers made up of aluminum cans, aluminum foil, aluminum baking trays/pie plates, steel or tin cans, and aerosol cans.

3. Unlimited Yard Waste Collection and Disposal

This service shall include unlimited weekly curbside collection of yard waste put out properly prepared yard waste in biodegradable bags or 32-gallon containers labeled as "Yard Waste Only" or in properly prepared bundles no larger than 2 feet in diameter and no more than 4 feet in length,

during the months of April through October. All bags, 32gallon containers and bundles shall not exceed 50 pounds.

4.04 HOURS OF OPERATION: No collection of refuse or recyclable materials may be made before 7:00 AM.

4.05 HOLIDAYS: The Holidays to be observed by the Contractor are as follows:

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

No pickup service will be rendered on such Holidays. Regular service shall resume the next workday. Refuse not picked up on said Holiday shall be picked up on the next workday.

4.06 RECEPTACLE LOCATION: Pickups for refuse and recyclable materials shall be at the curb within a reasonable distance of the residential dwelling to be served or, in the case of a Township building(s); pickups may be designated garbage enclosures.

4.07 REFUSE RECEPTACLES: There shall be no limit to the number of receptacles which the resident may place at the curb to be collected, and the Contractor shall collect all that is placed out for collection. Acceptable receptacles include, but are not limited to, weatherproof containers with tight-fitting lids and with handles (drums shall not be an acceptable container), plastic bags that meet the approval of the Township, and multi-layered biodegradable Kraft paper bags for landscape waste. No receptacle shall be greater than 33 gallons in capacity or fifty (50) pounds in weight when full and shall be watertight, securely fastened, and strong enough to resist punctures and tears when handled.

4.08 RECYCLABLE MATERIALS RECEPTACLES: All recyclable material shall be placed at the curb in containers that are durable and easily cleanable and are designed to allow rain to drain from them. For the duration of this contract, a suitable recyclable materials container shall be provided by the Contractor at no charge for each single-family home and each multifamily unit of a multifamily residential dwelling requesting a container for any reason, according to a distribution procedure to be established by the Township. Additional or replacement containers shall be made available by the Contractor at a rate and distribution system to be agreed on by the Contractor and the Township.

4.09 NON-CONTAINERIZED MATERIALS: The Contractor will not be responsible for the collection of non-containerized material that has not been set out as defined herein, unless additional service is requested as defined in Section 4.10 of this specification.

4.10 BACKDOOR SERVICE: Any resident may notify the Contractor, in writing, that the resident chooses back door collection. In such cases the pickups for refuse and recyclable materials, for an additional fee listed on the bid sheet, shall be at the rear of a single-family home or at the garage or side door of a multifamily unit of a multifamily dwelling.

4.11 ADDITIONAL SERVICES: On request, the Contractor will provide services other than those herein described for all types of refuse material over and above the two-cubic-yard limit as defined herein including, without limitation, earth, sod, rocks, concrete, rubble and refuse from remodeling, construction and demolition, excavations and other materials, including swing sets, basketball hoops, garage doors, landscaping timbers, patio doors, (Excluded Waste (as defined below), dangerous or toxic materials, and large quantities of liquid requiring truck disposal equipment are valid exceptions.). For all residential Customers (whether or not subscribers for collection services), the Contractor shall collect, transport, and dispose of Christmas trees left curbside by any Customer between January 2 and January 25, at no cost to the Customer. One tree per home. No artificial trees, trees with ornaments or garland or trees that have been painted or otherwise will be collected. The Contractor shall, upon request of the resident, furnish an estimate for the cost of removal of such materials prior to removal. In order to protect the public health, safety and welfare and at the request of the Township, the Contractor shall collect quantities of refuse and recyclable material left at the curb without proper preparation in unusual circumstances (e.g., evictions or "skip outs") and shall bill the property owner for the actual cost thereof. The Township agrees to assist the Contractor in identifying the property owner(s) for this purpose. The Contractor shall also offer the residents the opportunity to lease either a 65gallon or 95-gallon toter cart at an additional monthly fee as herein set forth.

4.12 AUTOMOTIVE, HOUSEHOLD BATTERY, AND LIGHT BULB DROP OFF SITE: The Contractor shall establish and maintain a drop off facility within the borders of the Township for the collection of automotive, and household batteries and light bulbs.

4.13 WORKMANLIKE PERFORMANCE: The Contractor shall undertake to perform all services in a neat, orderly and efficient manner; to use due care and diligence in the performance of said duties under the terms and provisions of the Contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall remove all refuse, bulk items and recyclables placed for collection and to be collected pursuant to the terms of this Agreement, including all spillage. The Contractor shall close all gates upon leaving and shall replace all lids after emptying containers. The Contractor shall not permit refuse or recycled materials to litter any premises in the process of making collection, nor allow any refuse to blow, fall, or spill from any vehicle used for collections and where appropriate, shall replace lids or covers on containers immediately after emptying. The Contractor shall repair or replace, at its expense, containers damaged as a result of its handling or misuse, reasonable wear and tear excepted.

4.14 EMPLOYEE PERFORMANCE: The Contractor shall furnish capable personnel in the performance of the services specified herein. In the event that any of the Contractor's personnel is deemed by the Township to be unfit or unsuitable to perform the services under the Contract, the Contractor shall immediately remove such person from work within the unincorporated area and replace that person with a suitable and competent person at no expense to the Township.

4.15 EMERGENCY PROVISIONS: The Contractor agrees that should any emergency arise by reason of storms, tornadoes, cyclones or the like, which require additional hauling equipment and/or services by the Township, the Contractor shall use its reasonable efforts to provide additional equipment and/or services upon request, provided that the Contractor and the Township have agreed on the compensation to be paid to the Contractor for providing such additional equipment and/or services.

4.16 REFUSE COLLECTION VEHICLES: The Contractor agrees to collect all refuse during the regular weekly service in fully enclosed, leak-proof, modern, packer-type trucks. Equipment used

for construction and demolition waste, major appliances, landscape waste, special pick-up service may be open-body trucks, dump trucks, and similar type equipment suitable for the required work.

4.17 RECYCLABLE MATERIAL COLLECTION VEHICLES: Equipment used for collecting recyclable material shall be designated specifically for such collection and shall not allow for contamination of the recyclable material after it has been collected.

4.18 REFUSE DISPOSITION: The Contractor will, on the day of collection, transport all refuse collected for disposal, and deposit same in an IEPA permitted sanitary landfill, transfer site, or incinerator, or processing facility in accordance with the laws of the State of Illinois.

4.19 RECYCLABLE MATERIAL DISPOSITION: The Contractor will, on the day of collection, transport all recyclable materials to a recyclable material processing facility where the intent shall be to reuse or recycle said materials. All material processing facilities that may receive recyclable material collected through the service herein described shall be approved by the Township.

4.20 RIGHT OF INSPECTION: The Contractor shall, upon reasonable notice, make accessible for inspection by the Township any landfills, incinerators, transfer stations, recycling facilities, landscape waste, or major appliance processing or management facilities which receive waste from the unincorporated area as a result of this contract.

4.21 COMPLAINT RESPONSE: The Contractor shall maintain an office telephone and/or available 1-800 # for the receipt of service calls or complaints and shall be available for such calls on all business days from 8:00 AM until 4:30 PM and between 8:00 AM and 12:00 PM on Saturdays. All complaints shall be given prompt, courteous attention. In the case of alleged missed collection, the Contractor shall investigate, and if such allegation is verified, collection shall be made within 24 hours after the complaint is received. The Contractor shall designate, in writing, the person to serve as agent for the Contractor and liaison to the Township.

4.22 TEMPORARY DISRUPTION IN SERVICE: Any failure or delay in performance due to contingencies beyond a party's reasonable control, including labor disputes, work stoppages, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. The Township reserves the right to take whatever actions the Township deems necessary to deal with any temporary disruption in services without voiding the contract or waiving any of the Townships rights. Temporary disruptions may include, but are not limited to, the above events, financial difficulties of the Contractor resulting in its inability to provide services as set forth in this Agreement, equipment failures, landfill disputes and/or issues. The actions the Township may take include, but are not limited to, finding another provider to perform the services during the temporary dispute, or performing some or all of the services by whatever means available.

4.23 NON-SEGREGATED FACILITIES. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or

national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed contractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed contractors or material suppliers who are contracting directly with Contractor, prior to the award of contracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

4.24 PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Township. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Township on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Township, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.

4.25 SUBLETTING OF CONTRACT. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Township. The Township may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor of liability under the Contract. All subcontracts shall be in writing and contain the required Equal Employment Opportunity provisions and labor compliance provisions. The Contractor shall permit Township representatives to examine the subcontracts upon notice. Any subcontractor that does not perform satisfactory work will be removed by the Contractor and the Contractor shall not employ the subcontractor for any further work under this Contract.

4.26 CONTRACTOR RECORD RETENTION. The Contractor and all subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the Township under the Contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and any subcontractors shall be available for review and audit by the Township. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Township to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Township for the recovery of any funds paid by the Township under this Contract or for the

recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Contract. The Contractor and all subcontractors shall include the requirements of this section in all subcontracts.

5.00 COMPENSATION:

5.01 CONTRACTOR'S COMPENSATION: The Contractor will be compensated for the Residential Refuse Service (as herein defined) rendered, based upon the following pricing as submitted by the Contractor's proposal. The Contractor will bill customers or Associations directly for services performed during the term of this contract, and the Contractor has the right to discontinue service to any customer or Association that is not paying the Contractor timely.

6.00 RESIDENTIAL REFUSE SERVICE

6.01 Service Type	Quantity
Unlimited Program - including Yard Waste	Approx. 700 - residences individually billed.

Cost to Residential Customer

6.02 Residential Refuse and Recycling Collection Service Franchise Cost

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2026	\$ (Total Annual Cost/ Residence)	x 700	\$

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2027	\$ (Total Annual Cost/ Residence)	x 700	\$

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2028	\$ (Total Annual Cost/ Residence)	x 700	\$

OR

6.02 Residential Refuse and Recycling Collection Service Franchise Cost

A. Year Ending 3/31/2026

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2026	\$ (Total Annual Cost/ Residence)	x 700	\$

B. Year Ending 3/31/2027

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ /month	x 12	\$
Total for year ending 3/31/2027	\$ (Total Annual Cost/ Residence)	x 700	\$

C. Year Ending 3/31/2028

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2028	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

D. Year Ending 3/31/2029

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
			Total Annual Cost
Total for year ending 3/31/2029	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

E. Year Ending 3/31/2030

Service Type	Cost/Month		Total Annual Cost / Residence
Unlimited Program – including Yard Waste – Individually Billed	\$ <u> </u> /month	x 12	\$ <u> </u>
Total for year ending 3/31/2030	\$ <u> </u> (Total Annual Cost/ Residence)	x 700	\$ <u> </u>

6.03 Additional Costs:

		Unit Cost
1. Separate Collection for Major Appliances	Per Appliance	\$ <u> </u> . <u> </u>
2. Non-Containerized Material Pickup 2yd.min.	Per Pickup	\$ <u> </u> . <u> </u>
3. Additional Recyclable Material	Per Yard/Per Pickup	\$ <u> </u> . <u> </u> per cubic yard

Container		
4. Rental of a 65-Gallon Container	Per Month Each	\$ <u> </u> per month plus ne time \$ <u> </u> Delivery Charge
5. Rental of a 95 Gallon Container	Per Month Each	\$ <u> </u> per month plus ne time \$ <u> </u> Delivery Charge

7.00 INDEMNIFICATION:

7.01 INDEMNIFICATION: Contractor agrees, at its sole cost and expense, to unconditionally waive any and all rights of contributions against, and to indemnify and hold harmless and defend, Schaumburg Township, the Schaumburg Township Supervisor and Board of Trustees, and their respective former, current and future officers, trustees, agents, employees, representatives, attorneys, and insurers, and each of their respective successors in interest of any kind (the "Township Indemnitees") for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including, but not limited to, all liabilities, claims, suits, costs and expenses which the Township Indemnitees may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the Township Indemnitees, or any of them, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this Agreement; (b) any actual or alleged act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Agreement; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release, or presence of contaminants (which shall include, but not be limited to, hazardous waste, hazardous substances, and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the performance (or failure to perform) of this Agreement including, without limitation, transportation and/or disposal of the Residential Materials and/or from or on the site(s) or facility(ies) utilized for disposal of the Residential Materials. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the Township and Township Indemnitees shall have the right to determine the attorney(s) of its choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the Township or Township Indemnitees, all at the Contractor's expense pursuant to this Agreement. Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Agreement. Contractor's obligations under this Section shall not be limited in any way by: (a) any bond of insurance protection required under the Contract Documents or otherwise provided by Contractor; or (b) any limitation on the amount of type of damages, compensation, or benefits payable by or for Contractor or Contractor's Agents under any Workers' Compensation Act, Disability Benefit Act, or Employee Benefit Acts. To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due hereunder, including any claim by any employee of Contractor or any Subcontractor that may be

subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decisions, such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991).

The waste materials the Contractor collects pursuant to this Agreement shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). If Excluded Waste is discovered before the Contractor collects it, the Contractor may refuse to collect the entire container of waste. In such situations, the Contractor shall contact the Township and the Township shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. If any Excluded Waste is not discovered by the Contractor before it is collected, the 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 Township may provide reasonable assistance to the 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 the Contractor in connection with such Excluded Waste. The Township disclaims, and the Contractor hereby releases the Township from, any and all liability for costs incurred by the Contractor in connection with such Excluded Waste.

8.00 REPRESENTATIONS:

8.01 The Contractor is not barred by law from submitting a proposal to the Township for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33 E-3 (Bid Rigging) or 720 ILCS 5/33 E-4 (Bid Rotating); and that

1. The Contractor is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1;
2. The Contractor provides a drug-free workplace pursuant 30 ILCS 580/1 *et seq.*
3. During the performance of this contract, the Contractor further agrees as follows:
 - A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
 - B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
 - D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contracts.
 - F. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contracts.
- 4. The Contractor covenants and agrees to comply with all applicable laws, ordinances and regulations in any manner related to the Contractor's rights, duties, obligations or operations under this Agreement. The Contractor shall obtain and maintain in effect all licenses and permits necessary to perform its obligations under this Agreement.
 - 5. The Contractor is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

9.00 Insurance: The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Township and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Township will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this section. The Contractor will provide the Township with certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. The

Comprehensive General Liability coverage shall show the Township as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Township. All insurance noted below will not be cancelled without first providing the Township thirty (30) days' advance written notice, via certified mail. In addition, the Contractor shall provide the Township, via certified mail, with a new certificate of insurance within seven (7) days of a reduction in insurance coverage provided, however, that insurance coverage may not be reduced below the limits set forth herein. The Township reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Township with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the Township to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance. If contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Any deductibles or self-insured retentions must be declared to Contractor. At the option of the Township, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Additional Insured or required to procure a bond guaranteeing payment of losses and other related costs, including but not limited to, investigations, claim administration, and defense expenses. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by the Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

- E. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy.
- F. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and nonowned vehicles.
- G. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$10,000,000.
- H. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.

10.00 MISCELLANEOUS

10.01 Notices. Except as otherwise explicitly provided in this Agreement, all notices permitted or required to be given by the parties to this Agreement shall be in writing and shall be deemed delivered to the addressee when delivered in person on a business day at the address set forth below, or on the third business day after being deposited in the United States mail for delivery at the address set forth below, postage prepaid, certified or registered mail, return receipt requested.

Notices to the Township shall be addressed to, and delivered at, the following address:

TOWNSHIP OF SCHAUMBURG
One Illinois Boulevard
Hoffman Estates, Illinois 60194
Attention: Ms. Melissa Williams, Township Administrator

Notices to the Contractor shall be addressed to, and delivered at, the following address:

Name of Contractor
Street Address
City, Illinois Zip Code
Attention: General Manager

10.02 Applicable law: This Agreement shall be interpreted according to the laws of the State of Illinois.

10.03 Force Majeure: If Contractor shall be delayed in the Work by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties, adverse weather conditions, change in Law or other causes beyond Contractor's control which make performance of its obligations impossible or illegal (a "Force Majeure Event"), the performance of Contractor's obligations shall be suspended for the duration of the Force Majeure Event, the time for completion shall be extended by a period equal to the duration of the Force Majeure Event. In the event of a Force Majeure Event, Contractor shall notify Owner in writing as soon as practicable, but in no event greater than ten (10) days, after the occurrence of a Force Majeure Event, specifying the nature and extent of the Force Majeure Event and its anticipated duration, along with a written request specifying any proposed adjustment of the Contract Sum, including all supporting documentation of additional costs incurred as may be reasonably required by Owner. Except by written amendment to this Amendment pursuant to Section ???, the performance of Contractor's obligations shall not be suspended, the time for completion shall not be extended, and the Contract Sum shall not be adjusted, unless and until Contractor obtains a final, non-appealable order from a court of competent jurisdiction determining the existence and duration of a Force Majeure Event and the amount of any additional costs incurred by Contractor as a direct result thereof, if any. Contractor shall have an affirmative duty to use its best efforts to mitigate the effect of any Force Majeure Event on the progress of the Work and avoid or minimize delays and additional costs resulting therefrom, if any, and no extension of the Contract Time or adjustment of the Contract Sum shall be granted to the extent that Contractor breaches its duty to mitigate. The rates and charges set forth in this Agreement are fixed for the entire term and include all anticipated costs. The Contractor shall bear the full responsibility for any new or increased fee, surcharge, duty, tax, or other charge imposed by federal, State of Illinois, or local government agencies, regardless of the nature of the operations conducted under this Agreement. Such governmental impositions shall not result in adjustment to the agreed-upon rates or charges.

10.04:

1. The provisions of this Agreement shall be interpreted whenever possible to sustain their legality and enforceability. Notwithstanding any other provision of this Agreement, if any provisions of this Agreement, or the application of any provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such provision to any other

person or circumstances, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

2. To the extent that any governing or applicable law imposes requirements that are inconsistent with the provisions, terms, and conditions of this Agreement, and such law have no restrictions on waiver, the Contractor waives the application of such laws and agrees that the terms of this Agreement shall govern the parties' relationship.
3. The parties acknowledge that the headings contained in this Agreement are provided for convenience only and are not intended to affect its interpretation.
4. This Agreement sets forth the entire agreement between the parties, and there are no other understandings or agreements, oral or written, between the parties with respect to the services to be provided, and the rate and charges therefor.
5. No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the Village and the Contractor.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE
SIGNATURE PAGE FOLLOWS.]**

This Contract is executed that day and year first written above.

Contractor: _____

By: _____
Its duly authorized agent

Print Name and Title

Attest:

Signature

Print Name and Title

Street Address

City, State, Zip Code

Federal Employee Identification Number

Phone Number

Fax Number

E-Mail Address

Township of Schaumburg

By: _____
Timothy M. Heneghan, Township Supervisor

Attest:

By: _____
Kathleen Reed, Township Clerk