

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**05/20/2025**

|                                                                                       |                                      |
|---------------------------------------------------------------------------------------|--------------------------------------|
| <b>SUBJECT:</b>                                                                       | <b>SUBMITTED BY:</b>                 |
| 5/20/2025<br>Solid Waste Collection and Disposal Services<br>Contract Renewal Process | Mike Baker<br>Deputy Village Manager |

### **SYNOPSIS**

A motion is requested directing staff to release a Request for Proposal (RFP) for Solid Waste Collection and Disposal Services.

### **STRATEGIC PLAN ALIGNMENT**

The goals for 2025-2027 include *Exceptional Municipal Services*.

### **FISCAL IMPACT**

N/A

### **RECOMMENDATION**

Approval on the June 3, 2025 active agenda.

### **BACKGROUND**

The Village of Downers Grove contracts for solid waste collection and disposal with Republic Services, which includes refuse, recycling, and yard waste. The current contract serves approximately 14,500 households consisting primarily of single family homes and provides residents with the option of either renting a refuse and recycling cart or purchasing disposal stickers to use with their own refuse and recycling containers. Republic has been the Village's long-standing provider whose current three-year contract with the Village expires on March 31, 2026.

A request for proposal (RFP) process is recommended to determine which qualified contractor can best provide this service going forward. There are two primary reasons the Village Council may wish to issue an RFP: 1) The recently completed Environmental Sustainability Plan contains goals and objectives related to solid waste disposal and the RFP process offers an opportunity to evaluate which contractor is best suited to assist the Village in achieving them; and 2) The last time that the Village issued an RFP for solid waste collection and disposal services was 2007.

The attached RFP as drafted requests that qualified contractors submit proposals for any or all of three service plan options for the Village to evaluate and choose from. Any modifications from the Village's current program are *italicized*.

#### **Option 1 – Maintain the Village's Current Program**

- Rent a 35, 65, or 95 gallon refuse cart and receive a separate cart for recycling.
- Use privately-owned containers and purchase disposal stickers to attach to their refuse container; Use a private-owned container for recycling.

- Yard waste/compost can be disposed of by attaching a disposal sticker to a personal 35 gallon bin or a yard waste bag. Residents that rent a refuse cart can also rent a yard waste cart for an additional fee.
- Large Items, Bulk Items, and White Goods can be disposed of with the appropriate number of disposal stickers.

### **Option 2 – Cart Rental Only w/Senior Discount**

- Rent a 35, 65, or 95 gallon refuse cart with a recycling cart of the same size at no additional cost
- *All residents would receive a refuse and recycling cart under this option*
- *A senior discount is provided for qualifying residents renting the 35-gallon refuse cart*
- Yard waste/compost can be disposed of by attaching a disposal sticker to a personal 35 gallon bin or a yard waste bag. Residents that rent a refuse cart can also rent a yard waste cart for an additional fee.
- Large items, bulk items, and white goods can be disposed of with the appropriate number of disposal stickers.

### **Option 3 – Enhanced Service Options**

- Rent a 35, 65, or 95 Gallon Refuse Cart with a Recycling Cart of the same size at no additional cost
- *All residents would receive a refuse and recycling cart under this option*
- *A Senior Discount is provided for qualifying residents renting the 35 Gallon Refuse Cart*
- Yard waste/compost can be disposed of by attaching a disposal sticker to a personal 35 gallon bin or a yard waste bag. Residents that rent a refuse cart can also rent a yard waste cart for an additional fee.
- *Leaf pickup with no stickers required provided from the third week of October through the second week of December.*
- *Electronic Waste pickup offered for residents*
- Large items, bulk items, and white goods can be disposed of with the appropriate number of disposal stickers.

### **Additional Highlights**

- Pricing will be requested that would allow the Village to purchase annual Cleanup (Amnesty) Days
- RFP will require contractors to provide detailed description of environmental practices
- Three-option approach allows Village to evaluate contractor qualifications and cost of enhanced services
- Vendors may also propose additional options and services

## **ATTACHMENTS**

Draft Request for Proposal

# Solid Waste Contract RFP

## Village Council Meeting

### May 20, 2025



# Solid Waste Contract History

| Contract Period         | Vendor            | Contract Renewal   |
|-------------------------|-------------------|--------------------|
| April 2023 - March 2026 | Republic Services | Contract Extension |
| April 2018 - March 2023 | Republic Services | Contract Extension |
| April 2016 - March 2018 | Republic Services | Contract Extension |
| April 2011 - March 2016 | Republic Services | Contract Extension |
| April 2008 - March 2011 | ARC Disposal *    | RFP Process        |

\* Acquired by Republic Services during the term of this contract



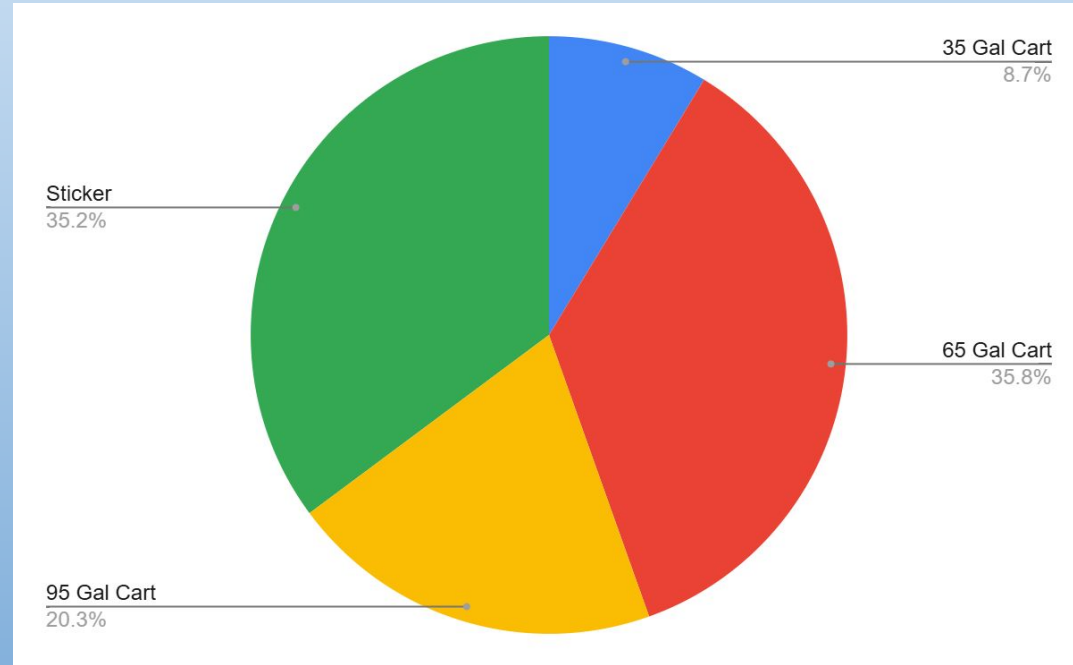
# Current Solid Waste Disposal Program

- Serves Single Family Houses (14,500 households)
- 1 Pick-up per Week, 5 Collection Days
- Refuse Collection
  - Cart Rental (3 sizes) Billed Quarterly
  - Stickers (Purchase from VoDG or Select Retailers)
- Recycling Collection
  - No Charge
  - Carts for Refuse Cart Renters or Bins for Sticker Users
- Yard Waste Collection - April 1 thru Mid-December
  - Stickers or Cart Rental
  - Christmas Tree Pick-up at No Charge
- White Goods Collection
  - 5 Stickers
  - Call for Special Pick-up
- Amnesty Day - 1 Per Contract Term (October 2022)



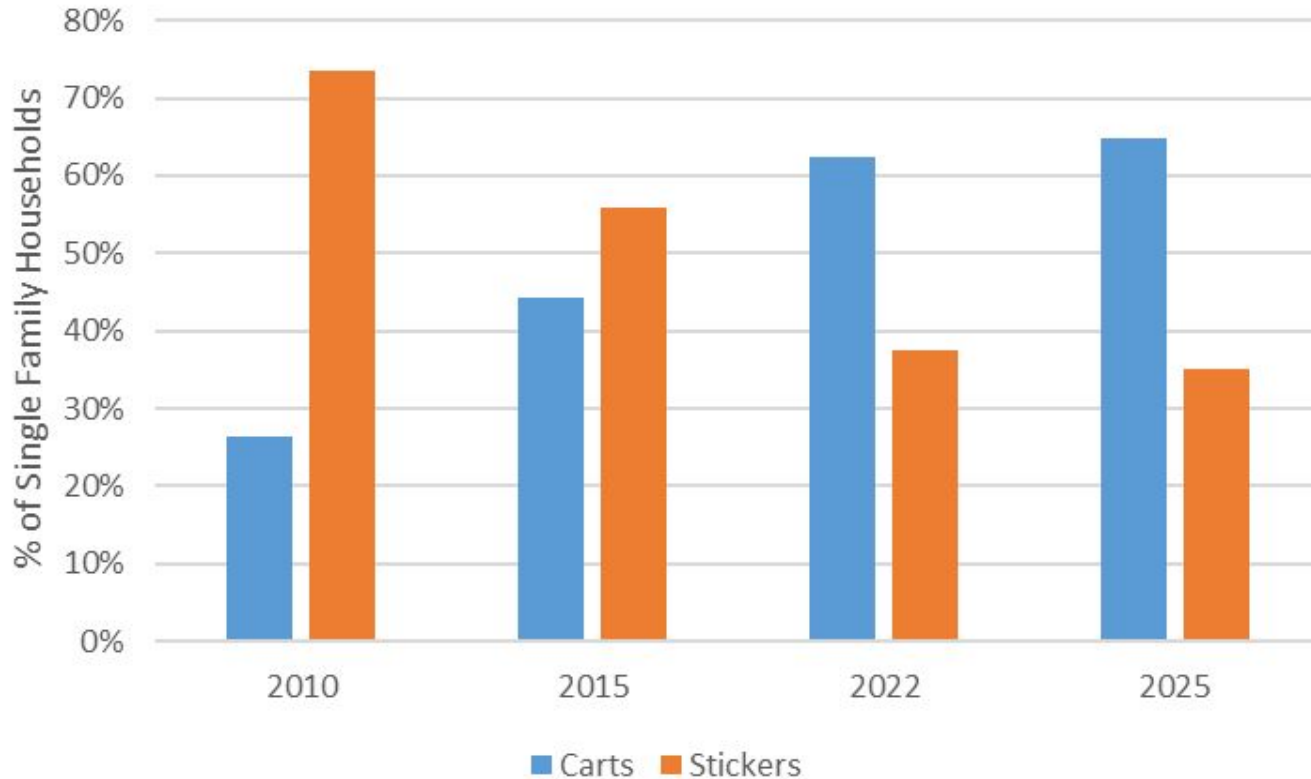
# Downers Grove Users Carts Vs. Stickers

| Program Type            | # of Households | % of Total Households |
|-------------------------|-----------------|-----------------------|
| 35 Gal Cart             | 1,262           | 8.70%                 |
| 65 Gal Cart             | 5,198           | 35.85%                |
| 95 Gal Cart             | 2,941           | 20.28%                |
| <b>Subtotal Cart</b>    | <b>9,401</b>    | <b>64.83%</b>         |
| Sticker                 | 5,099           | 35.17%                |
| <b>Total Households</b> | <b>14,500</b>   |                       |



633 households (6.7% of all cart users) also rent a yard-waste cart

# Downers Grove Users Carts vs. Stickers



# Downers Grove 5-Year Tonnage Report



# Sticker & Cart Price History

| Effective Date | Sticker | % Increase | 35-Gal  | 65-Gal  | 95-Gal  | % Increase |
|----------------|---------|------------|---------|---------|---------|------------|
| 4/1/17         | \$3.85  | N/A        | \$17.34 | \$19.73 | \$25.82 | N/A        |
| 4/1/18         | \$3.85  | 0.0%       | \$17.34 | \$19.73 | \$25.82 | 0.0%       |
| 4/1/19         | \$3.95  | 2.6%       | \$17.69 | \$20.12 | \$26.34 | 2.0%       |
| 4/1/20         | \$4.00  | 1.3%       | \$18.04 | \$20.53 | \$26.86 | 2.0%       |
| 4/1/21         | \$4.10  | 2.5%       | \$18.40 | \$20.94 | \$27.40 | 2.0%       |
| 4/1/22         | \$4.17  | 1.7%       | \$18.77 | \$21.36 | \$27.95 | 2.0%       |
| 4/1/23         | \$4.33  | 3.8%       | \$19.47 | \$22.16 | \$29.00 | 3.7%       |
| 4/1/24         | \$4.44  | 2.5%       | \$19.96 | \$22.72 | \$29.73 | 2.5%       |
| 4/1/25         | \$4.55  | 2.5%       | \$20.46 | \$23.28 | \$30.47 | 2.5%       |



# Comparable/Neighboring Municipality Comparison

| Municipality                    | Provider       | Program Type            | 35 Gallon Cart                        | 65 Gallon Cart                        | 95 Gallon Cart                        | Sticker Price *<br>(If Applicable) | Expiration |
|---------------------------------|----------------|-------------------------|---------------------------------------|---------------------------------------|---------------------------------------|------------------------------------|------------|
| <a href="#">Clarendon Hills</a> | LRS            | Cart Only               | \$22.30                               | \$22.30                               | \$22.30                               |                                    | 2030       |
| <a href="#">Darien</a>          | LRS            | Cart Only               | \$22.00                               | \$22.00                               | \$22.00                               |                                    | 2027       |
| <a href="#">Downers Grove</a>   | Republic       | Cart & Sticker          | \$20.46                               | \$23.28                               | \$30.47                               | \$4.55                             | 2026       |
| <a href="#">Elmhurst</a>        | Republic       | Cart Only               | \$20.76                               | \$21.62                               | \$27.89                               |                                    | 2026       |
| <a href="#">Lisle</a>           | LRS            | Cart & Sticker          | \$24.10                               | \$25.15                               | \$27.83                               | \$3.95                             | 2028       |
| <a href="#">Westmont</a>        | Flood Brothers | Cart Only               | \$17.88                               | \$18.59                               | \$19.25                               |                                    | 2029       |
| <a href="#">Woodridge</a>       | Groot          | Cart Only               | \$19.70                               | \$23.70                               | \$25.70                               |                                    | 2029       |
| <a href="#">Wheaton</a>         | LRS            | Cart Only<br>Per Pickup | Refuse - \$3.69<br>Recycling - \$2.42 | Refuse - \$5.21<br>Recycling - \$3.33 | Refuse - \$6.18<br>Recycling - \$3.93 |                                    | 2029       |

\* For communities that allow residents to purchase and use stickers without renting a cart



# Program Goals

- Reduce Waste Entering Landfills
- Encourage Proper Recycling of Materials
- Make It Easy for Residents to Use
- Provide Options for Residents to Choose
- Provide a Great Value (Price Compared to Service Level)
- Maintain Competitive Pricing
- Base the Amount Each Resident Pays on their Cost to the System
- Maintain Low Administrative Burden



# RFP Requests Proposals on 3 Options

- Option 1 - Maintain Current Program
- Option 2 - Cart Only Program w/Senior Discount
  - Removes Sticker Option for Regular Refuse
- Option 3 - Enhanced Service Program
  - Matches Option 2 as a Cart Only Program w/Senior Discount
  - Provides Free Leaf Pickup from October through December
  - Residential Electronic Waste Pickup
  - Potential Option for Household Hazardous Waste Pickup
- Requires Contractors Submit Statement of Qualifications
  - Assess their qualifications as they relate to Environmental Sustainability
  - Minimum List of Recycling and Compostable Items
- Offers Contractors Ability to Submit Proposals that Achieve Village Goals



# Option 1 - Maintain Current Program

- Refuse Collection
  - Cart Rental (3 sizes) Billed Quarterly
  - Stickers (Purchase from VoDG or Select Retailers)
- Recycling Collection
  - Carts for Cart Renters or Personal Carts for Sticker Users
- Yard Waste Collection - April 1 thru Mid-December
  - Stickers or Cart Rental
  - Christmas Tree Pick-up at No Charge
- White Goods/Bulk Item Collection
  - Disposal with proper number of stickers and notice to vendor



# Option 2 - Cart Only Program w/Senior Discount

- Refuse Collection
  - Cart Rental (3 sizes) Billed Quarterly
  - Senior Discount for qualifying residents with smallest size bin
- Recycling Collection
  - Cart Rental (3 sizes)
- Yard Waste Collection - April 1 thru Mid-December
  - Stickers for Personal Cart or Yard Waste Bag or Cart Rental
  - Christmas Tree Pick-up at No Charge
- White Goods/Bulk Item Collection
  - Disposal with proper number of stickers and notice to vendor



# Option 3 - Enhanced Service Options

- **Refuse Collection**
  - Cart Rental (3 sizes) Billed Quarterly
  - Senior Discount for Qualifying residents with smallest size bin
- **Recycling Collection**
  - Cart Rental (3 sizes)
- **Yard Waste Collection - April 1 thru Mid-December**
  - Stickers for Personal Cart or Yard Waste Bag or Cart Rental
  - Leaf pickup from October through December with no sticker required
  - Christmas Tree Pick-up at No Charge
- **White Goods/Bulk Item Collection**
  - Disposal with proper number of stickers and notice to vendor
- **Electronic Waste Pickup**
  - Disposal of electronic waste with proper number of stickers and notice to vendor



# Process & Schedule

| Dates                | Actions                                      |
|----------------------|----------------------------------------------|
| May 20 - June 3      | Council Reviews and Approves RFP             |
| June 10              | RFP Published                                |
| July 7               | Mandatory Pre-Bid Conference                 |
| August 1             | Proposals Due                                |
| August 1 - August 30 | Staff Reviews and Negotiates with Contractor |
| September 2 - 9      | Council Reviews and Approves Contract        |





Date TBD

The Village of Downers Grove “Village” is accepting sealed proposals for residential solid waste collection and disposal services beginning April 1, 2026. Included with this letter is the comprehensive request for proposal (RFP) document. Sealed proposals must be submitted to Downers Grove Village Hall, 850 Curtiss Ave, Downers Grove, IL 60515, no later than August 1, 2025.

The RFP seeks proposals of three program structures:

- 1) Maintain the Village’s current program structure (cart rental or use of stickers only)
- 2) Shift to a program structure requiring cart rentals for all households and include a senior discount option for eligible households.
- 3) Same as program 2, but also includes free leaf/yard waste pickup for a specified period and household electronics waste pickup.

Under all program options, the Village is seeking flexibility for households to choose the appropriate refuse and recycling cart sizes. In addition, information and/or pricing is also requested for optional program enhancements that include:

- Establish an annual Cleanup Day program
- Expanded composting options (additional compostable items)
- Proposals may also include any additional services the contractor may offer including, but not limited to: household hazardous waste disposal and styrofoam recycling.

Responses to the RFP should describe how the service provider and proposed program achieves the following program goals:

- Reduce Waste Entering Landfills
- Encourage Proper Recycling of Materials
- Make It Easy for Residents to Understand and Use the Program
- Provide Options for Residents to Choose From
- Maintain Competitive Pricing

The RFP documents include terms and conditions under which any service provider is expected to operate in providing solid waste collection and disposal services within the Village of Downers Grove. Questions regarding the RFP process should be directed to Assistant to the Village Manager, Matt Timmerberg. Responses will be provided through the Village’s e-procurement portal, DemandStar.



## STATEMENT OF QUALIFICATIONS AND REQUEST FOR PROPOSAL

**Name of Proposing Company:** \_\_\_\_\_

**Project Name:** Residential Solid Waste Collection and Disposal Services  
**Proposal Due:** **August 1, 2025**

**Pre-Proposal Conference:** **July 7, 2025**  
 Downers Grove Civic Center - 850 Curtiss St  
 Downers Grove, IL 60515

**Required of All Proposers:**

Deposit: **No**  
 Letter of Capability of Acquiring Performance Bond: **Yes**

**Required of Awarded Contractor:**

Performance Bond/Letter of Credit: **Yes**  
 Certificate of Insurance: **Yes**

Legal Advertisement Published:

Date Issued:

This document consists of 57 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above or submit electronically through the Village's procurement portal to:

Matt Timmerberg  
 Assistant to the Village Manager  
 VILLAGE OF DOWNERS GROVE  
 850 Curtiss St  
 DOWNERS GROVE, IL 60515  
 PHONE: 630-493-8875  
[www.downers.us](http://www.downers.us)

**REQUIREMENTS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.**

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are included in the following Table of Contents:

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**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.** Proposers MUST submit an original and two (2) copies of the complete Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

## **I. STATEMENT OF QUALIFICATIONS AND PRICE PROPOSAL**

### **1. General**

- 1.1. Notice is hereby given that the Village of Downers Grove (“Village”), located in DuPage County, Illinois, will receive sealed Proposals up to August 1, 2025 for professional Residential Solid Waste Collection and Disposal Services.

### **2. Statement of Qualifications and Proposal Opening Procedures**

- 2.1. The procedure for selecting the vendor that will be chosen as the Village’s Contractor for Residential Solid Waste and Collection Services (“Contractor”) shall be as follows. The submittal shall consist of two parts: the “Statement of Qualifications” and the “Price Proposal.” Village staff will review the Statement of Qualifications and Price Proposals in conjunction with each other to determine the most qualified contractor.
- 2.2. It is the intention of the Village to select the successful vendor on the basis of qualifications and price. Village staff’s selected vendor shall then be submitted to the Village Council for its consideration.
- 2.3. Statements of Qualifications shall adhere to the requests made within this document and include necessary detail for proper consideration. The sealed Proposals shall be made on the Proposal forms included in this Request for Proposals, with supplemental pages included as necessary.
- 2.4. Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted for consideration.
- 2.5. Statements of Qualifications and Price Proposal forms shall be sent to the Village of Downers Grove, ATTN: Matt Timmerberg, in sealed envelopes marked “Residential Solid Waste Collection and Disposal Services Proposal”. The envelopes shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 2.6. All Proposals must be submitted on the forms supplied by the Village with supplemental pages included as necessary, and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 2.7. By submitting this Proposal, the Proposer certifies under penalty of perjury that it has not acted in collusion with any other proposer.

### **3. Statement of Qualifications**

- 3.1. The prospective firms must have particular expertise in municipal solid waste collection, in order to fully and properly act on the Village’s behalf in all activities related to the services required under this Contract. Interested firms must submit a completed Statement of Qualifications (SOQ), which is attached hereto as Appendix 1. Price

Proposals are to be submitted separately.

- 3.2. SOQs shall become the property of the Village. The Village will maintain confidentiality of all received SOQs, and not disclose information provided by prospective firms with any other firm, nor with the selected firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act or the approval of which is discussed at a meeting of the Village Council.

#### **4. Price Proposal**

- 4.1. Interested firms must submit a Price Proposal on the forms attached as Appendices 2-4 and provide any clarification or additional information as needed to submit as accurate and complete a price proposal as possible.
- 4.2. Price Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Price Proposals, and not disclose information provided by prospective firms with any other firm, nor with the selected firm, unless otherwise required to be disclosed pursuant to the Freedom of Information Act or the approval of which is discussed at a meeting of the Village Council.

#### **5. Preparation of Proposal**

- 5.1. It is the responsibility of the Proposer to carefully examine the specifications and Proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 5.2. No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least ten (10) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the proposers of record.
- 5.3. In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 5.4. All costs incurred in the preparation, submission, and/or presentation of any Proposal including any proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 5.5. The Proposer hereby affirms and states that the prices quoted herein constitute the total cost for all work involved in the respective items and that this cost also includes all insurance, royalties, bonds, permits, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

## **6. Pre-Proposal Conference**

- 6.1 Proposers are required to attend a pre-proposal conference to provide an open forum for questions from Proposers. This pre-proposal conference is mandatory and will be held on **July 7, 2025** at the Village of Downers Grove Council Chambers, 850 Curtiss St, Downers Grove, IL, 60515.
- 6.2 Questions may be posed in writing to the Village via email, but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. Addenda may be issued as a result of the pre-proposal conference.

## **7. Modification or Withdrawal of Proposals**

- 7.1. A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the proposal submission deadline. Telephone, email or verbal alterations of a Proposal will not be accepted.
- 7.2. A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal submission deadline, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal submission deadline and shall remain valid for a period of ninety (90) calendar days from the deadline for submission, unless otherwise specified.

## **8. Delivery**

- 8.1. All Proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 850 Curtiss St, Downers Grove, IL 60515.

## **9. Tax Exemption**

- 9.1. The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to the Contractor.

## **10. Reserved Rights**

- 10.1. The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to reject any and all Proposals and to disapprove of any and all Contractors or subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposal will not be waived.

## **II. DETAILED SPECIFICATIONS AND DEFINITIONS**

### **1. General**

- 1.1. The Contractor shall provide comprehensive residential solid waste collection and disposal services as described within this document for the approximately 14,500 households within the Village of Downers Grove. The Village is seeking a solid waste program that meets the following goals:

- Reduces Waste Entering Landfills
- Encourages Proper Recycling of Materials
- Encourages Increased Recycling of Materials
- Simple for Residents to Understand and Use
- Provides Options for Residents to Choose
- Provides Flexibility for Village to Enhance Program Offerings
- Maintains Competitive Pricing

### **2. Proposal Requirements**

- 2.1. The requirements included in this package describe the services, which the Village has determined are desirable to meet the performance requirements of the Village. The requirements are not intended to exclude potential Contractors, but are meant to establish a base level of service for submitted proposals. Alternatives that accomplish the same or a higher level of service may be indicated. Separate documentation for alternative proposals may also be included to further describe the alternatives.
- 2.2. The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge of compliance with specifications and as to whether any alternative or deviation is of an equivalent or better quality of service.

### **3. Examination of Service Area**

- 3.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the Service Area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would affect the execution and/or completion of the work covered by the RFP document.

### **4. Description of the Village's Current Solid Waste Program**

- 4.1. The current contractor's services are provided to Village residents on a once-per-week basis. Collection days are every weekday (Monday through Friday). Refuse and

yard-waste collection are currently provided through a combination of a pay-as-you-throw (sticker) program and a volume based (cart) program. There are approximately 14,500 Collection Units, as defined below, located within the Village.

- 4.1.1. Pay-as-you-throw (Sticker) Program. Customers are required to properly attach a Disposal Sticker to each thirty-three (33) gallon Disposal Unit weighing fifty (50) pounds or less. Large Household Items are removed on regular pickup days and require one Disposal Sticker per every fifty (50) pounds. White Goods are removed on regular pickup days and require one Disposal Sticker per every fifty (50) pounds, with an advance call to the contractor.
- 4.1.2. Volume Based (Cart) Program. Contractor provides a Cart rental for Refuse and/or Yard Waste material. The Carts and the necessary equipment are provided by the Contractor. The contractor is responsible for collection and disposal of the Cart contents. The resident is responsible for setting Carts curbside for collection on the regularly scheduled collection day. Carts are 35, 65 or 95 gallon (or similar sizes) wheeled plastic containers with hinged lids or covers whereby customers pay a monthly lease/rental fee to participate in the curbside program.
- 4.1.3 Recycling Program Description. Customers utilizing the Pay-as-you-throw (Sticker) Program use their own 33 gallon recycling container that is picked up weekly. Customers using the Volume Based Cart Program have the option of selecting different refuse cart sizes depending on their preference and are charged the rate of the refuse cart they select. They are provided a recycling cart of the size that they prefer, regardless of refuse cart size they select. Customers are not limited in the amount of recycling they can put out on a weekly basis and can put out additional items beyond what fits in their cart or personally provided bin. Recycling is picked up on the same schedule as refuse.
- 4.1.4 Yard Waste Program Description. Customers with a Contractor provided refuse cart may rent a yard waste cart of the same size for an additional fee. Customers may also affix a disposal sticker to a 33-gallon container of yard waste or to a yard waste bag for disposal. Yard waste is picked up from April through the 2nd week of December on the Customer's normal pick-up day.

## **5. Scope of Work**

- 5.1. The selected Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment, supplies, vehicles, transportation services, landfill and compost facility space, and any other object or facility required to perform and complete the collection and disposal of Refuse, Recycling and Yard Waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables in strict accordance with this Contract.
- 5.2. The collection of Refuse, Yard Waste, and Recyclable Materials shall be a solitary program awarded to one firm and cannot be quoted or operated as separate programs.

- 5.3. The Contractor is responsible for all aspects of all Customer billing related in any way to the services provided under this Contract. The Village shall not be compelled to make available any information, systems, personnel, or any other resource to Contractor in an attempt to bill, invoice, or collect from any Customer utilizing any service related to this Contract.

## **6. Collection Units and Multi-Family Structures**

- 6.1. The base unit of service shall be known as a Collection Unit or Stop. The Contractor shall collect, remove, and dispose from every Collection Unit, as defined herein, in the Village, all Refuse, Yard Waste, and Recyclables that may be set out for collection one (1) time each week.
- 6.2. Certain single-family attached or small multi-family buildings shall be eligible to participate in the Village's solid waste contract, provided that they meet the criteria listed below:
- 6.2.1. The building must have curbside garbage pickup accessible from Village right-of-way. No collection from dumpsters will be allowed.
- 6.2.2. Collection will be provided once per week on the designated collection day for that area of the Village.
- 6.2.3. The building management company or homeowner's association must obtain Refuse and/or Recycling Carts for the property.
- 6.2.4. The building management company or homeowner's association will be billed for the Cart Service according to the rates specified in the Contract.
- 6.3. A designated representative from the building management company or homeowner's association must complete the required application form and receive formal notification from the Contractor prior to receiving service under the terms of this Contract.

## **7. Proposals for Refuse, Recycling, and Yard Waste**

- 7.1. The Village is seeking proposals for three (3) different options for the Village's solid waste program. Proposals for each option should also cover the included services listed in subsection 9 and the optional services in subsection 10 of this Section.

## **II. DETAILED SPECIFICATIONS AND DEFINITIONS .**

### **7.2 Option 1- Match Existing Village Services**

- 7.2.1 Disposal Sticker Program Description - Residents shall be required to prepare all materials for collection and/or disposal into proper Disposal Units. Residents will be

required to attach one Disposal Sticker, either through the handle or on the side of each 33 gallon refuse Disposal Unit or onto every item, container, box or bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared Disposal Units which have a Disposal Sticker attached. Residents will be allowed to place unlimited amounts of Disposal Units at the curb for collection and disposal provided that a Disposal Sticker has been attached to each unit. Any Disposal Sticker used within the purview of this Contract shall be purchased from the Contractor or the Contractor's selected vendors in various locations within or contiguous to the Village.

Alternatively, the Contractor may utilize existing technologies, such as but not limited to RFID chips, that would allow for a resident to be directly invoiced or charged electronically. Participation in such a program may or may not include a fixed rate charge for leasing/renting a cart with necessary technology.

### **7.2.2 Refuse Cart Service Program Description**

Volume Based (Cart) Program. The Contractor shall provide the option for residents to rent a Refuse Cart. The Carts and any necessary equipment are provided by the Contractor. The Contractor is responsible for collection and disposal of the Cart contents. The resident is responsible for setting Carts curbside for collection on the regularly scheduled collection day. Carts are 35, 65 or 95 gallon (or similar sizes) wheeled plastic containers with hinged lids or covers whereby customers pay a monthly lease/rental fee to participate in the curbside program. There will be a written agreement between the customer and the contractor for the Refuse Cart rental.

### **7.2.3 Recycling Program Description**

Proposals for the recycling program should comply with the terms in subsection 8 of this Section.

### **7.2.4 Yard Waste Program Description**

As a part of yard-waste collection, all Collection Units located within the Village shall be provided weekly Bundled Brush Collection during specified times of year. Bundled brush must not exceed four (4) feet in length, each individual bundle shall not exceed fifty (50) pounds. Residents placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper Disposal Sticker to each bundle. Bundled brush will be collected on regular refuse service days during the yearly period of time established by the Contract (minimum April 1st through the second full week of December). Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances.

Residents participating in Yard Waste Collection shall be permitted to dispose of food waste and other compostable items, subject to the Contractors ability to process such items in a way that diverts compostable items from the landfill. This program shall be provided throughout the same yearly period of time established by the Contract for yard

waste pickup.

### **7.3. Option 2 - Cart Based Program for Refuse with Senior Discount**

- 7.3.1 Refuse Cart Service Program Description. Volume Based (Cart) Program. The Contractor shall provide all household Collection Units with a Refuse Cart. The Carts and any necessary equipment are provided by the Contractor. The Contractor is responsible for collection and disposal of the Cart contents. The resident is responsible for setting Carts curbside for collection on the regularly scheduled collection day. Carts are 35, 65 or 95 gallon (or similar sizes) wheeled plastic containers with hinged lids or covers whereby customers pay a monthly lease/rental fee to participate in the curbside program. There will be a written agreement between the customer and the Contractor for the Cart rental.

It is the intent of Village to offer a discounted rate senior cart program for residents 65 and older. Eligible residents would be able to rent a 35-gallon cart at a discounted rate, provided they submit all required documentation and proof of qualifications to the Contractor. The Contractor may also propose an alternative method of administering a senior discount program.

#### **7.3.2 Recycling Program Description**

Proposals for recycling should minimally comply with the terms in section 8 of this Section.

#### **7.3.3 Yard Waste & Compost Program Description**

As a part of yard-waste collection, all Collection Units located within the Village shall be provided weekly Bundled Brush Collection during specified times of year. Bundled brush must not exceed four (4) feet in length, each individual bundle shall not exceed fifty (50) pounds. Residents placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper Disposal Sticker to each bundle. Bundled brush will be collected on regular refuse service days during the yearly period of time established by the Contract (minimum April 1st through the second full week of December). Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances.

Residents participating in Yard Waste Collection shall be permitted to dispose of food waste and other compostable items, subject to the Contractors ability to process such items in a way that diverts compostable items from the landfill. This service shall be provided in the same yearly period of time established by the Contract for yard waste pickup.

### **7.4 Option 3 - Option 2 with Enhancements for Yard Waste Pickup and E-Waste**

#### **7.4.1 Refuse Cart Service Program Description**

Volume Based (Cart) Program. The Contractor shall provide all residents with a Refuse Cart. The Carts and any necessary equipment are provided by the Contractor. The contractor is responsible for collection and disposal of the Cart contents. The resident is responsible for setting Carts curbside for collection on the regularly scheduled collection day. Carts are 35, 65 or 95 gallon (or similar sizes) wheeled plastic containers with hinged lids or covers whereby customers pay a monthly lease/rental fee to participate in the curbside program. There will be a written agreement between the customer and the contractor for the Cart rental.

It is the intent of Village to offer a discounted rate senior cart program for residents 65 and older. Eligible residents would be able to rent a 35-gallon cart at a discounted rate, provided they submit all required documentation and proof of qualifications to the Contractor. The Contractor may also propose an alternative method of administering a senior discount program.

#### **7.4.2 Recycling Program Description**

Proposals for recycling should comply with the terms in subsection 8 of this Section

## **II. DETAILED SPECIFICATIONS AND DEFINITIONS.**

#### **7.4.3 Yard Waste & Compost Program Description**

As a part of yard-waste collection, all Collection Units located within the Village shall be provided weekly Bundled Brush Collection throughout the year. Bundled brush must not exceed four (4) feet in length, each individual bundle shall not exceed fifty (50) pounds. Residents placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper Disposal Sticker to each bundle. Bundled brush will be collected on regular refuse service days throughout the year. Brush will be removed in a professional and efficient manner and in keeping with all applicable laws and ordinances.

Residents participating in Yard Waste Collection shall be permitted to dispose of food waste and other compostable items, subject to the Contractors ability to process such items in a way that diverts compostable items from the landfill. This service shall be provided throughout the year.

The Contractor shall provide curbside leaf pick-up during the period beginning the Monday of the third full week (Monday-Friday) of October and ending the Friday of the second full week of December with no requirement for the use of Disposal Stickers during this period.

#### **7.4.4 Electronics Recycling**

The Contractor shall propose a program for household electronics waste pickup. This program shall provide for the pickup of household electronic waste on the same schedule as normal refuse and recycling pickup with the purchase of an appropriate amount of

Disposal stickers and advance notification to the provider. The provider shall be responsible for providing a list of acceptable electronic waste items and the appropriate number of stickers for each item. The provider may propose an alternative program for household electronic waste disposal for residential households.

## **8.0 Recyclable Material Program (Applicable to All Options)**

- 8.1. The Contractor shall provide for the collection and disposal of all Recyclable Material placed for collection in accordance with the terms of this Contract. All revenue collected from the sale of Recyclable Material shall be the property of the Contractor. The Contractor shall provide educational materials to the Village and have representatives available to participate in community sponsored events promoting environmental awareness and recycling.
- 8.2. The Contractor shall specify the method in which Recyclables are to be prepared for collection by the participating Customers. Preparation requirements may include, but not be limited to, rinsing, removing labels, flattening, removing caps and lids, and the like.
- 8.3. The Contractor shall specify the manner in which the Recyclables are to be collected at the curbside. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 8.4. The Contractor shall agree upon a base list of recyclable materials to be picked up with regular collection. Further, the Contractor and the Village may agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.
- 8.5. There shall be no limit to the number of Recyclable Containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing Recycling Containers and/or any Contractor-provided Container; in addition, Customers have the right to purchase and place for collection additional Recycling Containers.
- 8.6. The Contractor shall allow for a tagging or notification system for Recyclables not collected and must provide a simple explanation as to why the Recyclable Material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program; Refuse and/or Yard Waste mixed with Recyclables; or some combination thereof. The Contractor shall submit to the Village an example of the tagging or notification system to be used. Recyclable Materials that were rejected shall be returned to the Container and not left on the street or parkway areas.
- 8.7. All customers shall receive one (1) free recycling Cart of a size of their choosing. The Contractor shall deliver the Recycling Containers to the Customers upon their request, and shall not add an additional charge for delivery. The Contractor may charge additional delivery fees for each recycling cart in excess of the initial one (1) free recycling Cart.
- 8.8. The Contractor shall pick up all Recyclable Material placed in the Recycling Containers

supplied by the Contractor, or any other Recycling Containers used by the Customer. If, for operational purposes, the Contractor has difficulty identifying Recycling Containers used for recycling purposes, the Contractor shall provide, free of charge, a Recycling Sticker or other identification mechanism to be placed on the various Recycling Containers used for collection of Recyclable Material.

- 8.9. The Village reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the Residential Recycling Program. The Village also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the Village has determined not to add to the Collection Program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

## **9. Included Services**

These services shall be included with all proposals at no additional cost to customers or the Village unless otherwise stated.

### **9.1 Holiday Tree Collection**

The Contractor shall provide Curbside Collection Service of live holiday trees during the first and second full week in January each contract year, or as otherwise agreed to by the Village and the Contractor. It will be the responsibility of the Contractor to dispose of live holiday trees. Residents will not be required to affix Disposal Stickers for collection and there will be no cost to the Village for this service. Holiday trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a Disposal Sticker must be affixed to the plastic bag.

### **9.2 Municipal Collections**

At no additional cost, the Contractor shall collect, transport, and dispose of all Refuse, Yard Waste and Recyclables from all Village-owned facilities set forth in Exhibit D. The Contractor shall provide, at no additional cost to the Village, at each municipal building served, agreed upon sizes of containers for Refuse, Yard Waste and Recyclables as requested by the Village. The Village reserves the right to request such Containers, in addition to, or increase the size of normal Containers, on a permanent or temporary basis. If requested by the Village, any and all Containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, but no less than once per week.

### **9.3 Downtown Refuse and Recycling**

There are approximately 120 33-gallon size refuse containers and 15 recycling containers in the Downtown area. The Contractor shall be responsible for emptying these containers

three times per week on Monday, Wednesday and Friday.

#### **9.4 Bulk Item and White Good Disposal**

The Contractor shall offer white goods collection and disposal, provided the disposal unit is affixed with the required number of Sticker(s).

#### **9.5 Special Collections**

The Contractor shall provide special collections for severe storm damage and/or natural disaster damage. The Contractor shall collect any refuse or landscape waste that may have accumulated. Contractor shall provide this service upon notice from the Village at rates agreed upon between the Village and Contractor.

#### **9.6 Special Events**

The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yards as requested by the Village) for Refuse and Recycling collection during the Village's Special Community Events.

### **10. Additional Services**

Proposals should include the option for the Village to purchase these items.

- 10.1 The Village and the Contractor shall arrange for a Cleanup Day to be conducted annually during one week each year of this contract or as otherwise agreed upon. During this week, the Contractor shall collect from each customer receiving residential solid waste collection service, an unlimited amount of refuse. The provider has the flexibility to propose a cleanup day that splits the costs between residents and the Village and a program where the Village assumes the cost of the cleanup day. The provider shall provide the Village the flexibility to increase or decrease the number of cleanup days throughout the term of the Contract subject to agreement between the Village and the provider. Cleanup day services will be scheduled on mutually agreed upon dates. The Village has typically scheduled these in the fall.
- 10.2 The Contractor shall propose a program for household hazardous waste disposal. The contractor shall provide a list of items they can accept. The provider shall pick up these items on the same schedule as normal refuse and recycling pickup with the purchase of an appropriate amount of Disposal Stickers and advance notification to the provider. If the Contractor does not have a household hazardous waste pickup option they may indicate that or propose an alternative program that accomplishes the goal of the pickup of household hazardous waste from residential households.
- 10.3 The Contractor shall offer special curbside Collection Service for large quantities of Refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor based on a Customer request. The collection cost for such services shall be

based upon cubic yards and the Customer shall make payment directly to the Contractor.

## **11. Additional Terms for Refuse and Recycling Cart Rentals**

- 11.1 Under Options 2 and 3, the Contractor shall provide each resident with a Refuse Cart prior to the beginning of the Contract Term. The Contractor shall offer three (3) sizes: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. If a resident fails to indicate a preferred size during the sign-up period, the Contractor shall deliver a Refuse Cart of sixty-five (65) gallons by default. There shall be an initial grace period of sixty (60) days during which the Contractor shall fulfill requests for Refuse Cart Substitutions at no cost. After this period, the Contractor may charge residents a Cart Substitution Fee.
- 11.2 During the Contract Term, the Contractor shall allow residents to exchange their Recycling Cart for a new Recycling Cart of a different size. The Contractor shall offer three (3) sizes: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. There shall be an initial grace period of sixty (60) days during which the Contractor shall fulfill requests for Recycling Cart Substitutions at no cost. After this period, the Contractor may charge a Cart Substitution Fee.

## **12. Unacceptable Material**

- 12.1. Subject to Contractor's Proposal regarding its acceptance of household hazardous waste, Contractor shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, oil-based paint or similar products, acids, used motor oils, or any other material that the Contractor is unable to lawfully accept, in addition to any material that is not appropriately containerized with a Disposal Sticker attached.

## **13. Disposal Sticker Design and Distribution**

- 13.1. The Village has the sole authority to approve or disapprove the design and construction of the Contractor's Disposal Stickers. Disposal Stickers must be of an approved color which should be clearly visible at dawn or at dusk by drivers. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The Disposal Stickers shall contain the Contractor's name and telephone number, state the Village of Downers Grove title and be consecutively numbered for record keeping and balancing purposes. The Contractor will deliver Disposal Stickers to retail outlets and the Village upon request. Residents shall have the right to purchase Disposal Stickers in as small a quantity as one (1) Disposal Sticker at a time from any authorized retail outlet.
- 13.2. The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of Disposal Stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the Disposal Stickers. The Village also may act as a Disposal Sticker retailer for the Contractor. The Village reserves the right to retain a commission fee of no more than 10% of the per Disposal Sticker price in exchange for being a retailer for the convenience of Residents, to cover administration and

maintenance by Village personnel.

- 13.3. The Contractor shall be permitted to sell Disposal Stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of Disposal Stickers. The Contractor shall have the right to cease supplying Disposal Stickers to any retailer that repeatedly allows its Disposal Sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying Disposal Stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of Disposal Stickers has been suspended as soon as the suspension occurs.
- 13.4. The Contractor shall agree to honor all Disposal Stickers purchased by Customers throughout the term of this Contract regardless of the price at which the Disposal Sticker was purchased.
- 13.5. In lieu of a Disposal Sticker, the Contractor may propose an alternative that would allow for residents to participate in a PAYT (Pay as You Throw) program that is based on electronic payments. Such programs shall allow for residents to only be charged when they place refuse or yard waste out for pick up. The Contractor may elect to design such a program based on ex-post or ex-ante payment. Ex-post programs would allow the Contractor to invoice residents based on the number of Disposal Units placed curbside during a given period of time, or require residents to provide necessary information to allow for direct electronic payments at the time of pick up. Ex-ante programs would require participating residents to electronically pre-pay for a specified number of Disposal Units in a similar fashion as a Disposal Sticker.

#### **14. Price and Collection Structure**

- 14.1. The Contractor shall agree to provide once weekly same day Refuse, Recycling, Yard Waste collection services at the rates as fixed by this Contract. All Special Services and services will be scheduled on mutually agreed upon dates unless otherwise specified in this Contract. The Village reserves the right to add a surcharge per Disposal Sticker to defray expenses incurred by the Village for administering this Contract. For items not otherwise provided for by the Contract, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the Customer for collection and disposal into a landfill or processing facility.

#### **15. Title to Waste**

- 15.1. All Refuse, Yard Waste, and Recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

## **16. Disposal**

- 16.1. All Refuse and Yard Waste collected shall be removed from the Village by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection. All Refuse and Yard Waste shall be disposed of in accordance with all applicable state, federal, and local laws.

## **17. Schedule and Time of Collections**

- 17.1. The Village shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the Village, designating collection areas and the applicable regular weekday collection shall be made a part of this Contract and attached hereto as Exhibit C. In no case, unless deemed necessary due to natural disaster or emergency, shall collection commence prior to 6:00 A.M. or continue past 7:00 P.M. on any day during the term of the Contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the Village.
- 17.2. The schedule shall not be changed without first obtaining consent from the Village Manager, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The Village Manager may, at his discretion, waive the minimum time limits required. This waiver must be in writing and signed by the Village Manager. Failure of the Contractor to maintain said Collection Schedule shall be considered a breach and default of the Contract and grounds for termination of the Contract and potential for liquidated damages.

## **18. Holidays**

- 18.1. Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

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

## **19. Schedule Adherence**

- 19.1. If, at any time during the term of this Contract, the Contractor shall collect any section of the Village on a day other than the scheduled day, including but not limited to Contractor's failure to collect on a regularly scheduled collection day, the Contractor shall immediately notify the Village that it is in violation of the Contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the Village will notify the Contractor and may treat the violation as a breach of contract, and therefore the Village reserves the right to terminate the Contract. Delays that are occasioned by holidays, or by daily (any twenty four (24) hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The Village Manager shall, in his absolute discretion, determine whether a delay constitutes a violation.

## **20. Placement of Containers**

- 20.1. Properly emptied Refuse, Yard Waste and Recycling Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles, pedestrians, or snow plowing operations. The Contractor shall return each container at each pick-up location to the curbside or adjacent to the right-of-way of any roadway. Containers will be securely placed in such a manner that they are not left on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled on the parkways, premises, or streets are to be cleaned up by the Contractor. A broom and shovel is required on each vehicle.

## **21. Customer Violations of Village Code**

- 21.1. The Contractor shall have the right to notify any Customer of noncompliance with the Contract provisions or any applicable Downers Grove Municipal Code provisions concerning the handling or disposal of solid waste as those same may apply to such Customers. The Contractor shall report any continuance of any such noncompliance to the Village. Except for a Customer's failure to timely pay any amounts owed to Contractor, Contractor shall not discontinue services to Customer as a result of a Customer's noncompliance with the provisions of the Contract or any applicable provision of the Downers Grove Municipal Code.

## **22. New Customers**

- 22.1. The Contractor agrees to provide service immediately to all new Customers, even if the new Customer neglected to first notify or request Collection Services. The Village agrees to make every effort possible to alert the new customer to the collection procedure for Refuse, Recycling and Yard Waste.

## **23. Contractor Carelessness**

- 23.1. The Contractor is responsible for any and all damages resulting from its careless, negligent, reckless, or purposeful operation related in any way to this Contract. The Contractor, at no extra charge to the Customer, shall replace all containers, which suffer damage caused by the Contractor.

## **24. Collection Vehicles**

- 24.1. All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be, per industry standards, modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, and shall be kept closed except during collections along the collection route. Vehicles must be kept in clean and sanitary operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate cleanup of any litter or mess, which may result from leaking, spilling or blowing during collection procedures.

Vehicles shall be clearly labeled with the Contractor's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the Village's Designated Representative, after an actual demonstration of the vehicle on the streets of the Village. Contractor vehicles not adhering to governmental standards, including but not limited to EPA standards and federal, state, and local weight limits, are solely the responsibility of the Contractor, and as such any fines, penalties, or warnings stemming from noncompliance to the above mentioned standards or any other law or regulation will be imposed upon the Contractor alone with no impact whatsoever upon the Village.

- 24.2. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinances for vehicles, vehicle operators and specialty equipment.
- 24.3. Proposers shall submit evidence of the year, make and model of each vehicle owned or leased by the Contractor proposed to be operated within the Village together with evidence that each such vehicle has a valid safety inspection certificate from the State of Illinois and a statement that each such vehicle which has an obstructed view to the rear is equipped with a reverse signal alarm audible above and distinguishable from the surrounding noise level if the vehicle is to be operated in reverse gear at any time on the public streets of the village.

## **25. Employees**

- 25.1. The Contractor shall undertake to perform all Services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this Contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or job while on duty or in the course of performing their duties under this Contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type of vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional manner.

## **26. Accident Prevention**

- 26.1. Precaution shall be exercised at all times for citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

## **27. Contact**

- 27.1 The contractor shall notify the Village of its designated contact person(s) to handle any

issues relative to the contract as well as any complaints received by the Village regarding the solid waste collection services provided by the Contractor. Such person(s) shall be available to discuss and, if necessary, meet with Village staff to resolve problems. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the Village for use by Village staff.

## **28. Customer Service Call Center / Point of Contact**

- 28.1. The Contractor shall establish and maintain an accessible presence through which customer service contact may be made, where hauling services may be applied for, payments can be made, service information may be obtained, complaints can be made and resolved, and where service and any other instructions can be received. The office shall be equipped with sufficient customer service personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except during listed holidays, or as otherwise agreed upon by the Contractor and the Village.

## **29. Complaints Procedure**

- 29.1. All complaints received by the Contractor shall be given prompt and courteous attention, with collection of all missed pickups found to be valid occurring within twenty-four (24) hours after a complaint or notification is received.
- 29.2. The Village and the Contractor will agree upon a formalized complaint procedure used by the Contractor and the Village each and every time a Customer contacts the Contractor or the Village with a complaint. Reporting of complaints received will be shared between the Contractor and the Village. The Contractor is required to supply the Village with a report summarizing all complaints received within five (5) business days of a complaint being made, which also indicates the resolution thereof.
- 29.2. Where any dispute arises between a Resident/Customer and the Contractor, as to the manner or placing of Containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the Customer is in error; and that it will immediately report the same to the Village's Designated Representative so that the Village and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the Customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village. If a missed pick up is reported by the Village or a Customer to the Contractor, the Contractor shall collect the Refuse, Recyclable Material or Yard Waste from such customer within one (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the Village within two (2) business days.
- 29.3. The Contractor shall cooperate with the Village in minimizing complaints from Customers. Continued unreasonable complaint levels, as determined by the Village, or failure of the Contractor to carry out any of its contractual obligations such as, but not

limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the Village to terminate this Contract.

- 29.4. The Contractor shall have a Route Supervisor on duty and available to Village Staff on the days of collection. The Route Supervisor shall be able to respond to Staff or residents upon short notice to help resolve any issue.

### **30. Monthly Reporting**

- 30.1. For each month of Service, the Contractor shall submit a summary report to the City by the fifteenth (15th) day of the following month. The report shall contain the following information about Service provided in the City:
- Tonnage of Refuse, Recyclables, Organics, and E-Waste collected.
  - Number of Bulk Items and White Goods collected.
  - Number of Stickers sold.
  - Weekly set-out rates for Refuse Carts and Recycling Carts.
  - Number of Refuse Carts of each size.
  - Number of Recycling Carts of each size.
  - Number of Organics Carts of each size.
  - Billing statistics, including the number of customers using each billing and payment method, and the number and indebtedness of customer accounts at least sixty (60) days in arrears.
  - Name and location of all Disposal Facilities used.
  - Revenue (per ton of material) earned from the sale of Recyclables.
  - List of all complaints, missed pickup notifications, and other customer service calls, including a description of each call.
  - Other reports as requested.

### **31. Consumer Education**

- 31.1. Upon request, the Contractor agrees to provide Village residents with such educational materials as the Village deems necessary. Educational materials include, but are not limited to, notices and literature made available online or left at Residents' property describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the Village or its Residents whatsoever for any consumer education materials.

### **32. Exclusive Grant/Intent**

- 32.1. The Village agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the Village does, by execution of this Contract pursuant to Village Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all Residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the Village. This grant expressly includes the right and duty to service any land annexed to the Village where new Residences or municipal buildings have been constructed during the

term of this Contract. Service will be provided on the same terms as set forth herein. The Village shall communicate any changes to the corporate Service Area or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of Refuse, Recycling and Yard Waste from properties in the Village of Downers Grove. While the Village recognizes that any Collection Service involves minor Customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

### **33. Term of Contract**

- 33.1. The term of the Contract will be six (6) years, and shall commence at 12:01 a.m. on April 1, 2026 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2032. The Contractor may negotiate in good faith, on request of the Village, for further extensions to the Contract, provided that the Contract extension is approved by the Village Council no later than one hundred eighty (180) days before the termination of the existing Contract.

### **34. Sticker Refund**

- 34.1. At the end of the Contract term, should the Village select a different residential solid waste service provider, the Contractor agrees to refund to all customers, retailers and the Village, the full purchase price of all Refuse/Yard Waste Disposal Sticker returned to the Contractor within one hundred twenty (120) days after the end of such term.

### **35. Performance Bond**

- 35.1. The Contractor shall initially post, and on each anniversary of the effective date of this Contract, renew a performance bond which shall, at all times, be in the amount of \$750,000. Said performance bond shall be executed by and with a surety company acceptable to the Village and shall be subject to approval as to form and content by the Village Attorney.

The successful Contractor shall furnish the performance bond within ten (10) days of the awarding of this Contract. This Contract shall not be signed until the bond is received and reviewed for acceptability. At the discretion of the Village, failure to furnish the required bond within the time specified may be cause for rejection of the proposal and/or the award of the Contract to another contractor.

### **36. Emergencies**

- 36.1. The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the Village, the Contractor shall use commercially reasonable efforts to allow the Village to use the equipment temporarily upon the Village's request for such temporary use; provided that upon such use the Village shall pay total disposal costs, commercially reasonable rental

costs, and shall fully indemnify and defend the Contractor against any damages that occur due to the Village's use of such equipment. The Village reserves the right to direct which disposal sites are to be used during an emergency.

### **37. Local Improvements**

- 37.1. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the Refuse, Yard Waste and Recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the Village.

### **38. Taxes, Licenses and Permits**

- 38.1. The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this Contract.

### **39. Default**

- 39.1. If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Village's Designated Representative, there has not been sufficient cause to justify such lack of observance, the Village shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this Contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the Village's Designated Representative, the Village shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

### **40. No Strike/Force Majeure**

- 40.1. The Contractor shall be required to file proof with the Village Manager or his designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the Village Manager within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.
- 40.2. Nevertheless, should a strike occur which lasts more than seven (7) calendar days, the

Village shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Contract as the Village deems necessary. The Contractor shall be responsible for reimbursing the Village for any and all costs it may incur in such an endeavor.

- 40.3. Neither party shall be deemed in violation of this Contract for the delay in that party's performance or failure to perform in whole or in part its obligations under this Contract due to war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Contract, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Contractor shall promptly notify the Village in writing of any event covered by this Paragraph and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Contract to be affected thereby.

#### **41. Change of Law**

- 41.1. The Village and Contractor agree to negotiate in good faith should a change in law occur. For the purposes of this section, a change in law shall be defined as (i) the enactment, adoption, promulgation or modification of any federal, state or local law ordinance, code, rule or regulation; or (ii) the order or judgment of any federal, state or local court, administrative agency or other governmental body; provided that such event materially changes the costs or ability of the Contractor to carry out its obligations under this Contract and establishes requirements which are materially more burdensome than or in addition to the applicable requirements in effect on the date the Contract is executed.

#### **42. Entire Agreement**

- 42.1. This Contract, together with any Addendum, Appendices and Exhibits attached hereto, (all of which are incorporated herein by reference) constitutes the entire agreement between the Parties with respect to the subject matter hereof. Specifically, this Contract consists of the Contract and all attachments thereto. No changes, modifications or alterations to this Contract shall be effective without the written consent and authorization of the Parties.

### **III. DEFINITIONS**

For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

**Attached Single-Family Dwelling** (Group, ROW, Townhouse) shall mean a building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

**Biodegradable** shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

**Brown Kraft 2-Ply Paper Bags** shall mean a two-layer brown product container composed of kraft paper most often used to contain groceries.

**Cart** shall mean any plastic two-wheeled container in sizes ranging from 35 to 95 gallons, with tight-fitting cover, requiring semi-automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor.

**Chipboard** shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

**Clean Up Day** shall mean collection during which residents may dispose of an unlimited amount of refuse, provided that they use the required number of stickers for each Cleanup Day occurrence. Commercial construction debris, yard-waste or landscape waste and items otherwise prohibited by law from disposal in a landfill are excluded from this collection.

**Collections Units** shall mean the base unit of service. Collection Units shall include:

- Attached Single-Family Dwelling (Group, ROW, Townhouse)
- Single-Family Dwellings
- Any other residential dwelling currently serviced by the current waste collection service.

**Compost(ing)** shall mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.

**Contract** shall mean the agreement created by and consisting of the Contract Documents.

**Contract Documents** shall include this document and attachments, which are incorporated herein by reference.

**Contractor** shall mean the firm with which the Village has executed the Contract for Solid Waste Collection and Disposal Services

**Corrugated Cardboard** shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

**Curbside** shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

**Customer** shall mean the resident party, property owner of a dwelling unit in Downers Grove

corporate boundaries participating in the solid waste collection service.

**Day** shall mean Calendar Day unless otherwise stated.

**Detached Dwelling** shall mean a single-family dwelling entirely surrounded by open space.

**Disposal Unit** shall have different meanings as follows: For the purposes of **refuse** collection, a “disposal unit” shall mean one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-three (33) gallons in capacity, containing refuse, yard-waste or household construction and demolition debris as herein defined; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person.

**Envelope** shall mean a flat, folded paper container for a letter or smaller object.

**Frozen Food Packages** shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

**Garbage or Rubbish** shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

**HDPE** shall mean high-density polyethylene.

**Household Construction and Demolition Debris** shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

**Household Garbage** shall mean garbage and rubbish as collected from the residents of the Village of Downers Grove currently receiving curbside solid waste collection service or on-site dumpster service.

**Household Garbage – Large Items** shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

**Industrial Wastes** shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

**Juice Boxes** shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

**Junk Mail** shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

**Landscape Sticker** (also referred to as Yard-waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor’s total collection, processing, and sale/disposal costs for Landscape Waste.

**Landscape Waste** (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

**Large Household Item** (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), switches containing mercury, and PCB’s (polychlorinated biphenyls) shall all fit into this definition.

**LDPE** shall mean low density polyethylene.

**Magazines** shall mean periodical publications, usually glue bound.

**Mixed Papers** shall mean stationery, various office papers such as; computer paper, note paper, letterhead, and other similar papers.

**Multiple-Family Dwelling** shall mean a dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

**PET** shall mean polyethylene terephthalate.

**Performance Bond** shall mean the form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

**Processing Center** shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

**Properly-Prepared** shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

**Processing Costs** shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside solid waste collection services.

**Public Awareness Program** shall mean a program developed and provided by the Contractor and the Village to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the Village.

**Recyclables or Recyclable Material(s)** shall mean, at a minimum, brown paper bags, corrugated cardboard, including boxes and cartons, chipboard (paperboard) (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, paper towel cores, magazines and catalogues, mixed paper, (glossy & non-glossy) (to include stationery, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes) (with and without windows), newspaper, (all supplements), telephone books, wet strength carrier stock (to include paper board used for refrigerated and frozen items), frozen food packages, aerosol cans, aluminum cans and foil, formed aluminum containers and wraps, aseptic packaging and gable top containers, formed steel containers, glass bottles and jars (brown, green, and clear), plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs) and all plastic containers #1 through #5 and plastic containers #7 not previously mentioned. LDPE and HDPE soft plastic six (6) and twelve (12) pack rings, steel cans, steel paint cans and lids, and household batteries.

**Recycling** shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

**Recycling Containers** shall mean a hard-walled plastic container which can enclose recyclable materials when set out on the rights-of-way for collection. Container size is determined by the Village, sold and delivered by the Contractor.

**Refuse** shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers,

metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), tires, textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

**Disposal Sticker** shall mean a biodegradable paper stamped with the Village name and the Contractor’s name and telephone number providing the solid waste services for the Village. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

**Residence** shall mean any attached single family and detached single family dwelling.

**Specifications** shall mean specifications identified in the Contract.

**Waste** shall mean refuse, recyclables, yard or landscape waste and white goods.

**Wet-strength Carrier Stock** shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

**White Goods** shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

**Yard-waste container/unit** shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

**Yard-waste** (also known as “landscape waste”) shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreaths and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

#### **IV. TERMS AND CONDITIONS**

##### **1. Village Ordinances**

- 1.1. The Contractor will strictly comply with all applicable ordinances of the Village of Downers Grove and laws of the State of Illinois.

## **2. Use of the Village's Name**

- 2.1. The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

## **3. Indemnity and Hold Harmless Agreement**

- 3.1. To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors, and the Contractor, its employees, or its subcontractors, and the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Contract shall not be construed as requiring the Contractor to indemnify the Village for the Village's own negligence. The Contractor shall indemnify, keep and save harmless the Village to the extent that a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the Village, and to pay expenses and damages as herein provided.

## **4. Nondiscrimination**

- 4.1. Contractor shall, as a party to a public contract:
  - 4.1.1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
  - 4.1.2. By submission of this Proposal, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 4.2. It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities

Act, 42 U.S.C. Sec. 12101 et. seq.

## **5. Sexual Harassment Policy**

- 5.1. The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:
  - 5.1.1. Notes the illegality of sexual harassment;
  - 5.1.2. Sets forth the State law definition of sexual harassment;
  - 5.1.3. Describes sexual harassment utilizing examples;
  - 5.1.4. Describes the Contractor's internal complaint process including penalties;
  - 5.1.5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
  - 5.1.6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

## **6. Equal Employment Opportunity**

- 6.1. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:
  - 6.1.1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - 6.1.2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) 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.

- 6.1.3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 6.1.4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. 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 notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 6.1.5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for the purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 6.1.7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractors. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

## **7. Drug Free Workplace**

- 7.1. Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 7.2. 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 Village's or Contractor'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 or grant, 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.

- 7.3. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 7.4. Providing a copy of the statement required above to each employee engaged in the performance of the Contract or grant and to post the statement in a prominent place in the workplace.
- 7.5. Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 7.6. 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 section 5 of the Drug Free Workplace Act.
- 7.7. 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.
- 7.8. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

## **8. Insurance Requirements**

- 8.1. Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

|                      |             |                      |
|----------------------|-------------|----------------------|
| Workers Compensation | \$500,000   | Statutory            |
| Employers Liability  | \$1,000,000 | Each Accident        |
|                      | \$1,000,000 | Disease Policy Limit |

|                                 |              |                       |
|---------------------------------|--------------|-----------------------|
|                                 | \$1,000,000  | Disease Each Employee |
| Comprehensive General Liability | \$2,000,000  | Each Occurrence       |
|                                 | \$2,000,000  | Aggregate             |
| Commercial Automobile Liability | \$1,000,000  | Each Accident         |
| Umbrella Liability              | \$ 5,000,000 |                       |

- 8.2. Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 8.3. Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 8.4. Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 8.5. Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 8.6. Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to Contractor’s negligence; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 8.7. Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed or authorized to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 8.8. All insurance policies shall contain a provision that coverages and limits afforded

hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder.

- 8.9. Any deductibles or self-insured retentions shall be the sole responsibility of the Insured.

## **9. Copyright/Patent Infringement**

- 9.1. The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

## **10. Compliance with OSHA Standards**

- 10.1. Equipment supplied to the Village must comply with all applicable requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

## **11. CERCLA Indemnification**

- 11.1. In the event this is a contract that has environment aspects, the Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, reasonable attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law to the extent of Contractor's negligent acts or omissions or willful misconduct in the release or threatened release of the Waste collected by the Contractor, both before and after its disposal.

## **12. Subletting of Contract**

- 12.1. No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from its obligations or change the terms of this Contract.

### **13. Termination of Contract**

- 13.1. In the event of Contractor's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to Contractor. The Village will pay the Contractor's costs actually incurred as of the date of receipt of notice of termination.

Contractor may only terminate the whole or any part of this Contract, upon thirty (30) days' written notice to the Village, in the event of default by the Village. Default is defined as failure of a party to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Village fails to cure the default upon notice, and the Contractor declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform this Contract was due to causes beyond the control and without the fault or negligence of the Contractor or was terminated by the Contractor due to an uncured default by the Village. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

### **14. Relationship between the Contractor and the Village**

- 14.1. The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint-venture or partnership with the other.

### **15. Standard of Care**

- 15.1. Services performed by Contractor under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.

### **16. Governing Law and Venue**

- 16.1. This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

### **17. Successors and Assigns**

- 17.1. The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The

Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

## **18. Waiver of Contract Breach**

- 18.1. The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

## **19. Amendment**

- 19.1. This Contract will not be subject to amendment unless made in writing and signed by all parties.

## **20. Change Orders**

- 20.1. The Contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

## **21. Severability of Invalid Provisions**

- 21.1. If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

## **22. Notice**

- 22.1. Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager  
Village of Downers Grove  
850 Curtiss St.  
Downers Grove, IL 60515**

And to the Contractor as designated in the Contract Form.

## **23. Campaign Disclosure**

- 23.1. Contractor is required to submit an executed Campaign Disclosure Certificate, attached hereto.

- 23.2. The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 23.3. Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or Proposal release.
- 23.4. Contractor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

#### **24. Cooperation with FOIA Compliance**

- 24.1. Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act, 5 ILCS 140/1 et. seq.

#### **25. Patriot Act Compliance**

- 25.1 Contractor represents and warrants to the Village 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. Contractor further represents and warrants to the Village that the Proposer 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

### **V. PROPOSAL SUBMITTAL CHECKLIST**

All Proposals shall contain the following documents

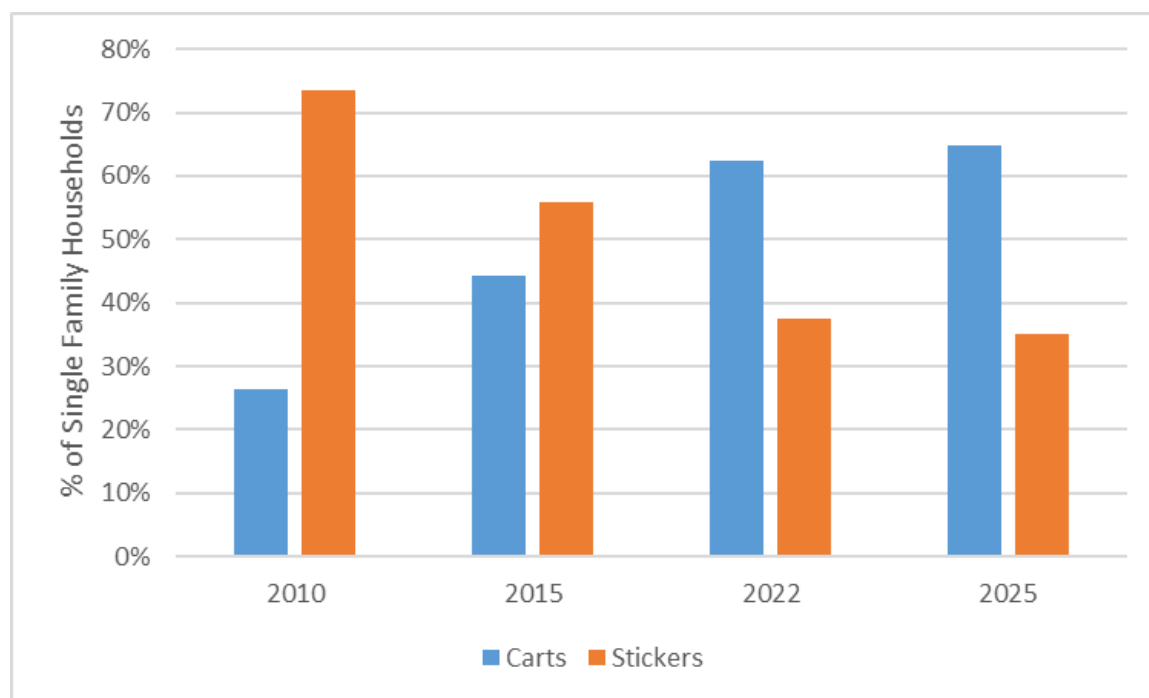
1. Proposal Cover Sheet
2. All Completed Contract Forms, including:
  - a. Appendix 1 - Price Quotation Option 1
  - b. Appendix 2 - Price Quotation Option 2
  - c. Appendix 3 - Price Quotation Option 3
  - d. Appendix 4 - Statement of Qualifications (may be included separately)
  - e. Signed Proposal Sheet
  - f. Proposer's Certification
  - g. Suspension or Disbarment Certification
  - h. Campaign Disclosure Certificate
3. Schedule of Alternatives/Deviations (If applicable)
4. List of Minimum Materials Accepted for Recycling
5. List of Minimum Materials Accepted for Composting
6. List of Illinois Municipalities Served by Contractor (include duration of current contract, total number of years serving the municipality, and references for each municipality)
7. List of vehicles, including the year, make and model of each vehicle owned or leased by the applicant and proposed to be operated within the Village

## VI. PROPOSAL EXHIBITS & APPENDICES

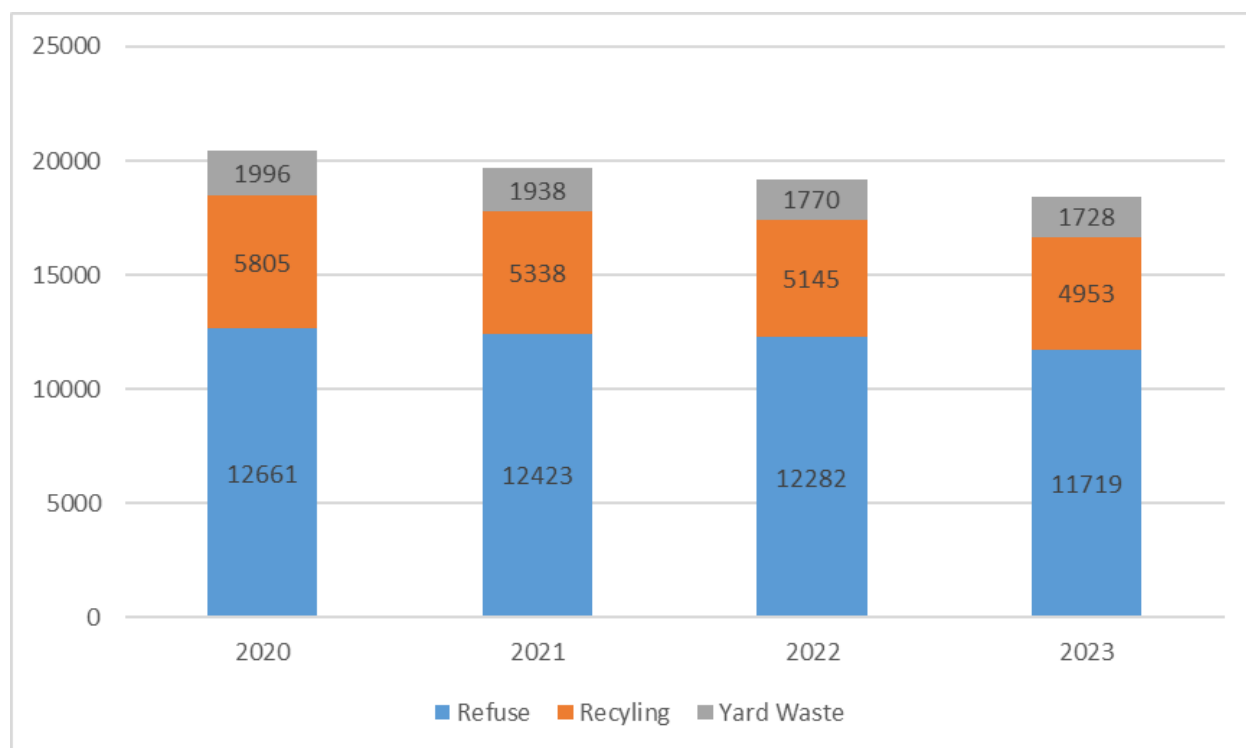
### EXHIBIT A - CURRENT SERVICES SUMMARY

| Service                                                                                                                                                                                         | Monthly Rate / Additional Description                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Refuse/Yard Waste Stickers<br>(Approx. 5,099 households use sticker exclusively with renting a cart)                                                                                            | \$4.55                                                                                            |
| Refuse/Yard Waste Cart Rental<br>35-Gallon (Approx. 1,262 households) *<br>65-Gallon (Approx. 5,198 households) *<br>95-Gallon (Approx. 2,941 households) *<br>* rent refuse carts of this size | \$20.46<br>\$23.28<br>\$30.47                                                                     |
| Yard Waste Cart Rental (633 households)                                                                                                                                                         | Set by Contractor                                                                                 |
| Holiday Tree Collection<br>(first two weeks in January)                                                                                                                                         | No Cost                                                                                           |
| Annual Rate Adjustment (2023-2026)                                                                                                                                                              | 3% (Average)                                                                                      |
| Clean-up Day                                                                                                                                                                                    | One time during the 3-year contract extension<br>(occurred the week of October 3-7, 2024)         |
| Collection from Village Facilities                                                                                                                                                              | As listed on Exhibit D                                                                            |
| Collection from Downtown Refuse & Recycling cans                                                                                                                                                | As described on Exhibit D                                                                         |
| Large Household Items                                                                                                                                                                           | Require one Disposal Sticker per every fifty (50) pounds                                          |
| White Goods                                                                                                                                                                                     | Require one Disposal Sticker per every fifty (50) pounds, with an advance call to the contractor. |

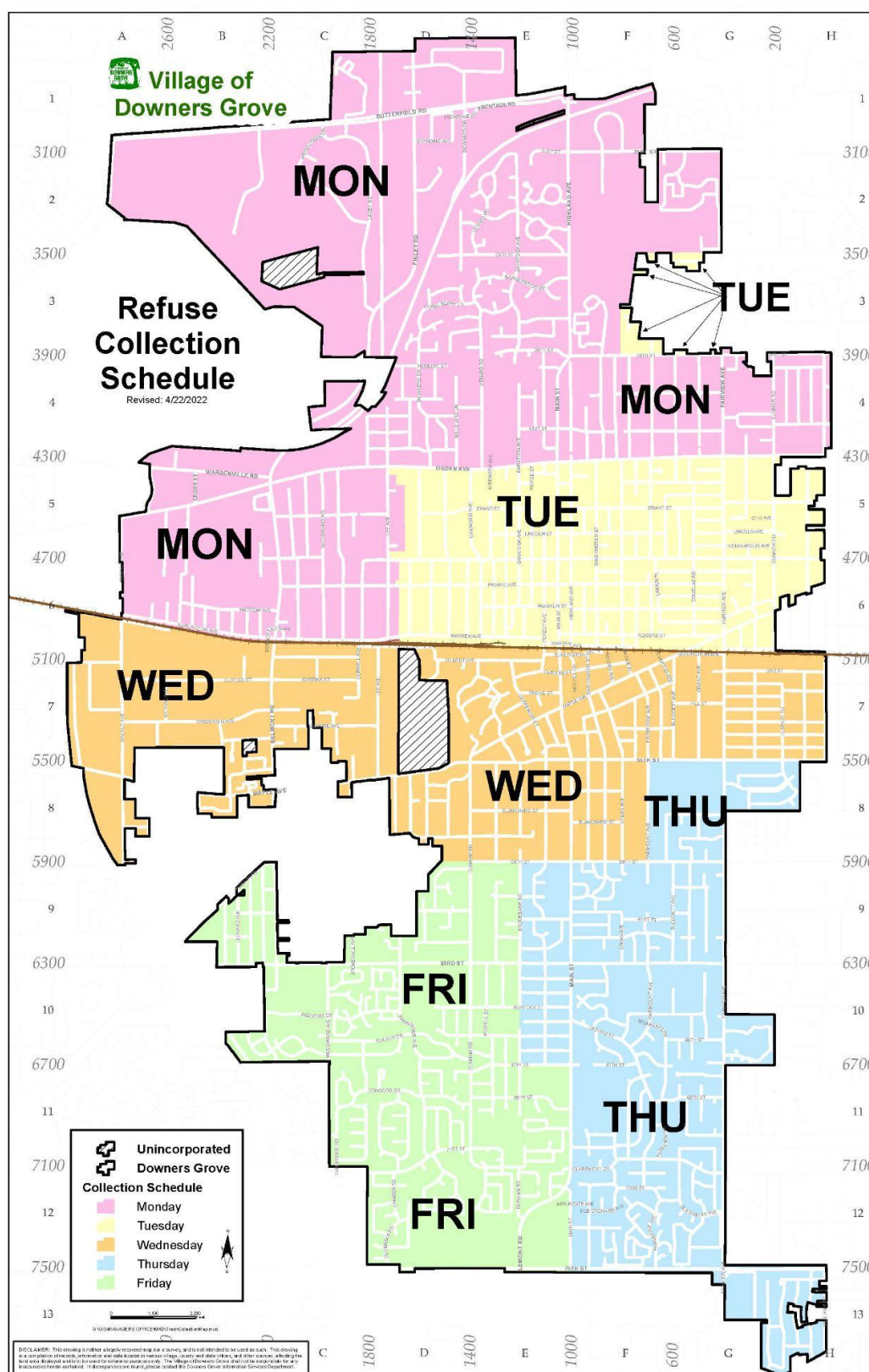
### **EXHIBIT B: CART VS STICKER HOUSEHOLDS, 2010-2025**



### **EXHIBIT C: REFUSE, RECYCLING, AND YARD WASTE TONNAGE**



**EXHIBIT D: SOLID WASTE COLLECTION DAY MAP**



# **EXHIBIT E: SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES**

The Contractor shall provide, at no cost to the Village, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the Village. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed below (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with carts and containers/dumpsters to said facilities as set forth in the Contract.

| Location                                         | Service Type        | Size                                          | Frequency               |
|--------------------------------------------------|---------------------|-----------------------------------------------|-------------------------|
| <b><u>Library</u></b><br>1050 Curtiss St.        | Refuse<br>Recycling | (1) 2 yd<br>(1) 2 yd<br>(2) 95 gal carts      | 2x/wk<br>2x/wk<br>2x/wk |
| <b><u>Civic Center</u></b><br>850 Curtiss St     | Refuse<br>Recycling | (1) 6 yd<br>(1) 6 yd                          | 3x/wk<br>3x/wk          |
| <b><u>Public Works</u></b><br>5101 Walnut Ave.   | Refuse<br>Recycling | (1) 2 yd<br>(1) 2 yd<br>(3) 95 gal carts      | 2x/wk<br>1x/wk<br>1x/wk |
| <b><u>Fire Station 5</u></b><br>6701 Main St.    | Refuse<br>Recycling | (2) 1.5 yd<br>(2) 65 gallon carts             | 1x/wk<br>1x/wk          |
| <b><u>Fire Station 3</u></b><br>3900 Highland    | Refuse<br>Recycling | (1) 3 yd<br>(1) 1.5 yd<br>(2) 95 gallon carts | 1x/wk<br>1x/wk          |
| <b><u>Fire Station 2</u></b><br>5420 Main Street | Refuse<br>Recycling | (1) 1.5 yd<br>(3) 95 gal carts                | 1x/wk<br>1x/wk          |
| <b><u>Fire Station 1</u></b><br>2560 Wisconsin   | Refuse<br>Recycling | (1) 3 yd<br>(2) 95 gallon carts               | 1x/wk<br>1x/wk          |

## **Downtown Refuse and Recycling Can Collection**

There are approximately 120 approximately 33-gallon size trash containers and 15 recycling containers in the Downtown area. The Contractor shall be responsible for emptying these containers three times per week on Monday, Wednesday and Friday.

### APPENDIX 1: PRICE QUOTATIONS – OPTION 1

|                                                | Year 1<br>2026-27 | Year 2<br>2027-28 | Year 3<br>2028-29 | Year 4<br>2029-30 | Year 5<br>2030-31 | Year 6<br>2031-2032 |
|------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| <b>Refuse Cart<br/>Monthly Fees</b>            |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Recycling Cart<br/>Monthly Fees</b>         |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Yard Waste Cart<br/>Monthly Fees</b>        |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Stickers</b>                                |                   |                   |                   |                   |                   |                     |
| Sticker Based<br>Collection<br>(Sticker Price) | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Other Services</b>                          |                   |                   |                   |                   |                   |                     |
| Cart Delivery Fee                              | \$                | \$                | \$                | \$                | \$                | \$                  |
| Cart Removal Fee                               | \$                | \$                | \$                | \$                | \$                | \$                  |
| Cart Substitution Fee                          | \$                | \$                | \$                | \$                | \$                | \$                  |
| Amnesty Day<br>Annual Cost                     | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Other Materials<br/># of Stickers</b>       |                   |                   |                   |                   |                   |                     |
| Bulk Item                                      | #                 | #                 | #                 | #                 | #                 | #                   |
| White Good                                     | #                 | #                 | #                 | #                 | #                 | #                   |

## APPENDIX 2: PRICE QUOTATIONS – OPTION 2

|                                                | Year 1<br>2026-27 | Year 2<br>2027-28 | Year 3<br>2028-29 | Year 4<br>2029-30 | Year 5<br>2030-31 | Year 6<br>2031-2032 |
|------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| <b>Refuse Cart<br/>Monthly Fees</b>            |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Recycling Cart<br/>Monthly Fees</b>         |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Yard Waste Cart<br/>Monthly Fees</b>        |                   |                   |                   |                   |                   |                     |
| 35 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 65 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| 95 Gallon Cart                                 | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Stickers</b>                                |                   |                   |                   |                   |                   |                     |
| Sticker Based<br>Collection<br>(Sticker Price) | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Other Services</b>                          |                   |                   |                   |                   |                   |                     |
| Cart Delivery Fee                              | \$                | \$                | \$                | \$                | \$                | \$                  |
| Cart Removal Fee                               | \$                | \$                | \$                | \$                | \$                | \$                  |
| Cart Substitution Fee                          | \$                | \$                | \$                | \$                | \$                | \$                  |
| Amnesty Day<br>Annual Cost                     | \$                | \$                | \$                | \$                | \$                | \$                  |
| <b>Other Materials<br/># of Stickers</b>       |                   |                   |                   |                   |                   |                     |
| Bulk Item                                      | #                 | #                 | #                 | #                 | #                 | #                   |
| White Good                                     | #                 | #                 | #                 | #                 | #                 | #                   |

**APPENDIX 3: PRICE QUOTATIONS – OPTION 3**

|                                                | <b>Year 1<br/>2026-27</b> | <b>Year 2<br/>2027-28</b> | <b>Year 3<br/>2028-29</b> | <b>Year 4<br/>2029-30</b> | <b>Year 5<br/>2030-31</b> | <b>Year 6<br/>2031-2032</b> |
|------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|-----------------------------|
| <b>Refuse Cart<br/>Monthly Fees</b>            |                           |                           |                           |                           |                           |                             |
| 35 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 65 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 95 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| <b>Recycling Cart<br/>Monthly Fees</b>         |                           |                           |                           |                           |                           |                             |
| 35 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 65 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 95 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| <b>Yard Waste Cart<br/>Monthly Fees</b>        |                           |                           |                           |                           |                           |                             |
| 35 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 65 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| 95 Gallon Cart                                 | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| <b>Stickers</b>                                |                           |                           |                           |                           |                           |                             |
| Sticker Based<br>Collection<br>(Sticker Price) | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| <b>Other Services</b>                          |                           |                           |                           |                           |                           |                             |
| Cart Delivery Fee                              | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| Cart Removal Fee                               | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| Cart Substitution Fee                          | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| Amnesty Day<br>Annual Cost                     | \$                        | \$                        | \$                        | \$                        | \$                        | \$                          |
| <b>Other Materials<br/># of Stickers</b>       |                           |                           |                           |                           |                           |                             |
| Bulk Item                                      | #                         | #                         | #                         | #                         | #                         | #                           |
| White Good                                     | #                         | #                         | #                         | #                         | #                         | #                           |

## **APPENDIX 4: STATEMENT OF QUALIFICATIONS**

In order to evaluate the contractor's ability to provide the required services as described outlined in this RFP, each contractor shall submit a complete Statement of Qualifications. Within the Statement of Qualifications, the Contractor should provide a statement that, at a minimum, includes responses to the questions below and may submit additional information that illustrates the Contractor's ability to provide the highest quality services to the Village of Downers Grove.

1. What is the Contractor's current capacity to take on this contract?
2. If awarded, would the Contractor be required to increase its current capacity through hiring additional employees or purchasing new equipment?
  - a. If so, what is the timeframe for expanding capacity?
3. What experience does the Contractor have in providing services similar to those required here?
4. Excluding service delays due to inclement weather, what is the Contractor's rate of reliability?
5. If awarded, what is the Contractor's capacity to provide customer service (i.e., billing, complaint resolution, etc.) to customers?
  - a. What are expectations for the Village's role in responding to residents' questions and complaints?

In addition to evaluating each Contractor's capacity and experience to provide the required services, the Village is also requesting information related to the Contractor's efforts to reduce environmental impacts through its operations. The Village has established multiple sustainability goals related to reducing environmental impacts throughout the community, including reducing waste, diverting waste from landfills, and reducing emissions. Responses to the following questions are encouraged and may be supplemented by additional information that the Contractor feels is appropriate.

6. How would refuse collected in Downers Grove be processed and where would it be disposed of?
7. What is the Contractor doing to maximize material recovery and recycling rates?
  - a. What Material Recovery Facility (MRF) does the Contractor use and what materials are accepted there?
  - b. What percentage of plastics are recovered?
8. What strategies is the Contractor using to increase material recovery through recycling operations?
9. Does the Contractor have a composting facility? If so, please describe.
10. Does the Contractor publish annual environmental or sustainability related reports?
11. Does the Contractor track emissions? If so, please provide a summary of the most recent emissions inventory?
12. What is the Contractor doing to reduce the environmental impact of its operations?

**\*\*\*THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award**

|                                    |                                                     |
|------------------------------------|-----------------------------------------------------|
| <b>PROPOSER:</b>                   |                                                     |
| _____                              | Date: _____                                         |
| Company Name                       | _____                                               |
| _____                              | Email Address                                       |
| Street Address of Company          | _____                                               |
| _____                              | Contact Name (Print)                                |
| City, State, Zip                   | _____                                               |
| _____                              | 24-Hour Telephone                                   |
| Business Phone                     | _____                                               |
| _____                              | Signature of Officer, Partner or<br>Sole Proprietor |
| Fax                                | _____                                               |
| _____                              | Print Name & Title                                  |
| ATTEST: If a Corporation           |                                                     |
| _____                              |                                                     |
| Signature of Corporation Secretary |                                                     |

**VILLAGE OF DOWNERS GROVE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature of Village Clerk

\_\_\_\_\_  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

**PROPOSER’S CERTIFICATION** *(page 1 of 3)*

With regard to \_\_\_\_\_, Proposer \_\_\_\_\_ hereby certifies  
(Name of Project) (Name of Proposer)  
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: \_\_\_\_\_  
Proposer's Authorized Agent

|  |  |   |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|
|  |  | - |  |  |  |  |  |  |  |
|--|--|---|--|--|--|--|--|--|--|

**FEDERAL TAXPAYER IDENTIFICATION NUMBER**

or \_\_\_\_\_  
Social Security Number

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**PROPOSER'S CERTIFICATION** *(page 2 of 3)*

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Proposer is a corporation organized and existing under the laws of the State of \_\_\_\_\_, which operates under the Legal name of \_\_\_\_\_, and the full names of its Officers are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of

\_\_\_\_\_.

**(c) Sole Proprietor**

The Proposer is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of

\_\_\_\_\_.

**PROPOSER’S CERTIFICATION** *(page 3 of 3)*

5. Are you willing to comply with the Village’s preceding insurance requirements within 13 days of the award of the contract?\_\_\_\_\_

Insurer’s Name\_\_\_\_\_

Agent \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

**I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.**

Print Name of Company:\_\_\_\_\_

Print Name and Title of Authorizing Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

**If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Fax Number: (     ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Company Signature: \_\_\_\_\_

Print Signature Name: \_\_\_\_\_ Title of Official: \_\_\_\_\_

Date: \_\_\_\_\_

|                                        |
|----------------------------------------|
| <b>CAMPAIGN DISCLOSURE CERTIFICATE</b> |
|----------------------------------------|

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

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Under penalty of perjury, I declare:

☐ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name