

Solid Waste Services

Request for Proposals

Village of Kirkland

September 16, 2026

REQUEST FOR PROPOSALS

1.1 Invitation to Bid

The Village of Kirkland (the VILLAGE) invites sealed Proposals for the collection and disposal of solid waste, landscape waste, and recyclables in the VILLAGE from all single-family, townhouse, duplex, condominium, and multi-family residential dwellings, and all commercial, industrial, governmental and similar non-residential units located in the VILLAGE. The proposed scope of work is described in detail within this Request for Proposals.

1.2 The Contract

The VILLAGE has prepared this request for proposals and intends to enter into a contract with the successful CONTRACTOR for performance of the Work. A sample contract is included and made a part of this Request for Proposals subject to modifications by the CONTRACTOR and/or the Village. The Request for Proposals shall be a part of the contract. **Each CONTRACTOR shall carefully examine the proposal document before submitting a Proposal. Please refer to Section 2.0 of this Request for Proposals regarding the CONTRACTOR's duty to examine all documents.**

1.3 Proposed Collection and Disposal Program

1.3.1 Description of Program

The VILLAGE desires to enter into a contract for a five (5) year period beginning January 1, 2027 with an option, subject to the approval of the CONTRACTOR and the VILLAGE, to extend for up to an additional three one-year periods, for the collection and disposal of solid waste, landscape waste, and recyclables as defined herein.

1.3.2 Requirements Applicable to All Services

(A) Reporting: The CONTRACTOR shall prepare and submit to the VILLAGE reports detailing solid waste disposal, recycling and landscape waste collection activities for each month of service, including without limitation, recycling participation rate, the amount of solid waste, recyclables and landscape waste collected, the vendor purchasing or receiving the recyclables, and the facilities receiving the waste materials, including transfer stations and final disposal locations. At all times, the CONTRACTOR shall provide current information concerning the recycling center(s), landfill(s), and transfer station(s) that are used during the term of the contract.

(B) Services to be rendered in professional manner: The services to be rendered by the CONTRACTOR herein shall be performed in an orderly, efficient, and professional manner, with a work force adequate to accomplish the same on a regular basis despite adverse conditions, equipment breakdowns, strikes, work stoppages, or similar hindrances, all to the reasonable satisfaction of the VILLAGE. CONTRACTOR shall not litter premises in the process of making collections, nor allow any waste to blow, fall, spill, or leak from any vehicle used for collections. CONTRACTOR shall repair or replace at its expense all residential containers damaged as a result of

its handling thereof, reasonable wear and tear excepted. CONTRACTOR shall replace lids or covers on containers immediately after emptying. Contractor's employees shall not cut across rear, front, or side yards, or flowerbeds to adjoining premises without permission of the owner.

(C) The starting time for the collection service described herein shall not commence earlier than 6:30 a.m. or continue after 7:00 p.m. on the evening of the same date.

(D) Holidays to be observed by the CONTRACTOR are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. No pick-up shall be rendered on such holidays. When a holiday occurs, the schedule for the remainder of the affected week shall shift back one day. For example, Saturday shall be utilized for Friday collection, thus allowing the following week to begin on schedule. There shall be no collection services allowed on Sunday.

(E) No equipment or materials used to provide collection service shall be stored on any property, public or private, within the corporate limits of the VILLAGE unless otherwise agreed to by the parties, in writing. Such approval shall not be unduly withheld.

(F) CONTRACTOR, at its expense, shall be required to develop, print, and distribute to all residential customers a brochure approved by the VILLAGE explaining the solid waste and recycling programs covered under this Request for Proposals. The brochure shall be updated and distributed by the CONTRACTOR whenever there is a change in the service or programs provided, or as directed by the VILLAGE. The CONTRACTOR shall also provide the VILLAGE with adequate copies to distribute to new customers.

1.3.3. Contractor Requirements

(A) The CONTRACTOR shall have available for use throughout the contract term an Illinois Environmental Protection Agency permitted site for the ultimate disposal of all waste under this Agreement. Such site shall be disclosed as part of the requirements of section 1.3.2A.

(B) The CONTRACTOR shall have the financial ability to satisfy the requirements to meet the terms of this proposal.

(C) The CONTRACTOR shall have a sufficient number of enclosed leak-proof modern packer-type trucks, open body trucks, dump trucks, trailers and other related vehicles and equipment to provide the disposal services required under the terms of this proposal.

(D) The CONTRACTOR shall undertake to perform all disposal services rendered hereunder in a neat, orderly, and efficient manner, to use care and diligence, and to provide neat, orderly, and courteous personnel on its crews.

(E) The CONTRACTOR shall prohibit any drinking of alcoholic beverages or the use of any controlled substance, except by doctor's prescription, by its drivers and crewmembers while on duty or in the course of performing their duties required under the terms of this proposal.

(F) In the event that any of the CONTRACTOR'S employees is deemed by the VILLAGE to be

unfit or unsuitable to perform the services required under the terms of this proposal as a result of intoxication, drug use, incompetence, or by virtue of abusive or obnoxious behavior, then, upon request of the VILLAGE the CONTRACTOR shall remove such employee from work within the VILLAGE and replace him/her with a suitable and competent employee.

(G) The CONTRACTOR shall maintain a local office and telephone, toll free, for the receipt of service calls or complaints, and shall be available for such calls on all working days from 7:00 a.m. to 5:00 p.m. The telephone number shall be clearly legible from a distance of 200 feet on all of the vehicles used for collection. The CONTRACTOR shall be listed in the local telephone directory under "Garbage and Rubbish Collection" or similar category. All complaints must be given prompt and courteous attention, and in case of a missed scheduled collection, the CONTRACTOR shall immediately investigate; and if verified, shall arrange for pick-up of said waste within 24 hours after the complaint is received. The CONTRACTOR shall report to the VILLAGE the status of service calls or complaints, and shall maintain a daily log of such calls or complaints received, which record shall be open to the VILLAGE for inspection at any reasonable time.

(H) The CONTRACTOR shall designate in writing the person to serve as agent and/or liaison for the CONTRACTOR regarding operational activities. The Public Works Director or his/her designee shall serve as liaison for the Village's affairs.

(I) The CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any Federal, State, County or local government agency relating to the services required under the terms of this proposal.

1.3.3.1. Program Specification

The following is the estimated number of single-family residential accounts in the Village provided by Waste Management on September 1, 2026:

Single Family Residential:	463 units
Senior Citizens:	101 units
Total:	564 units

Please refer to Attachment K for a map of the Village. All accounts should be picked up on the same day.

The VILLAGE disclaims any warranty or accuracy of these numbers, and it shall be up to the CONTRACTOR to satisfy themselves as to the number of ultimate users prior to submitting a proposal.

The CONTRACTOR who is awarded the contract shall be required to make an initial, accurate count, by individual street address or area, during the first month of service under the contract, of all service units to be serviced under the terms of the agreement. The VILLAGE shall have the right to review the count and make any necessary adjustments thereto.

(A) Solid Waste Collection (Commercial, Multifamily, and other Non-Residents)

- (i) Frequency of Collection: One time, two times, three times, four times, five times and six times per week, once per month, twice per month, three times per month.
- (ii) Service Levels: Per container.
- (iii) Location of Service: Generally, the enclosed container placement area or other area as designated by the customer in accordance with all VILLAGE regulations.
- (iv) Containers: 1, 2, 4, 6, 8 or 10 cubic yard, or 95-gallon container distributed by the CONTRACTOR. The CONTRACTOR shall make special arrangements for the collection of materials from non-residential customers operating compactors. The collection of these materials shall be considered included under the contract. The cost for these services shall be competitive and reasonable based on terms that are agreeable to the CONTRACTOR and the customer.
- (v) Disposal: All waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR warrants that sufficient sites for the disposal of said solid waste shall be available to the CONTRACTOR during the full term of the contract and any renewal thereof.
- (vi) Equipment to be Used by CONTRACTOR: The CONTRACTOR agrees to collect all waste in fully enclosed leak-proof modern packer-type trucks equipped with automated or semi-automated mechanical lifting devices for residential cart and commercial refuse pickup. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR shall use care to see that no litter or scattering of waste material occurs by providing a suitable covering.
- (vii) The CONTRACTOR may provide recycling services to customers other than single family residential units. The costs and service provisions shall be determined separately between the customer and CONTRACTOR.

(B) Solid Waste Collection (Single Family Residential)

- (i) Definition: Garbage, refuse, residential, and other material resulting from operation of a single-family residential housing unit, which are not defined as RECYCLABLES or LANDSCAPE WASTE. Generally, waste shall include small amounts of construction debris, bulk items, and materials that one person can load into the collection vehicle.
- (ii) Frequency of Collection: Once each week in accordance with Attachment K

- (iii) Service Levels:
- (a) Basic service shall include unlimited collection of the materials defined above.
 - (b) **BULK ITEM SERVICE:** Bulk item service pick-ups, as part of the basic pick-up service, shall be at the curbside in front of the dwelling unit and shall include bulk items such as discarded furniture and household appliances capable of being handled by one person. Such pick-up shall be made one (1) time each week and shall be on the same day as the municipal waste pick-up.
 - (c) **SPECIAL PICK-UP AND OPTIONAL SERVICE:** All other solid waste materials not heretofore provided for shall be collected and disposed of in unlimited quantity as a special pick-up. Such items shall include items that require more than one person to handle. The CONTRACTOR shall provide a customer with an estimate of the cost of a special pick-up service, for those items not listed as BULK ITEM SERVICE. The costs of such service shall be agreed to by the customer and the CONTRACTOR prior to rendering the service. Special pick-ups shall be accomplished within one week after a cost estimate is given or otherwise at such time as is agreed to by the Customer.
- (iv) Location of Service: Collection shall be at the curbside in front of the dwelling unit to be served or the edge of the public street in front of the dwelling unit.
- (v) Containers: The CONTRACTOR shall provide each Single Family Home with one (1) ninety-five (95) gallon wheeled cart with attached lid for refuse at no additional cost. Smaller wheeled carts with attached lid (65 gallon or 35 gallon) shall be made available upon the request of any resident in lieu of the provided ninety-five (95) gallon cart. Cart assembly, delivery, and maintenance is the responsibility of the CONTRACTOR. Lost or stolen carts shall be replaced by the CONTRACTOR at no additional charge. Residents may substitute or supplement the wheeled cart with standard waterproof metal or plastic garbage can(s) with a tight fitting cover and handles and with a capacity of not more than thirty-five (35) gallons at the resident's cost.
- (iv) Disposal: All waste, as defined in this section, shall be removed from the VILLAGE at the close of each day of collection and shall be disposed of at a lawfully operated regional pollution control facility(ies) at the CONTRACTOR'S sole expense. The CONTRACTOR guarantees that sufficient sites for the disposal of said solid waste shall be available to the CONTRACTOR during the full term of the contract and any renewal thereof.
- (iiv) Equipment to be used by CONTRACTOR: The CONTRACTOR agrees to collect all solid waste in fully enclosed leak-proof modern packer-type trucks. Equipment used for special pick-up service may be open body trucks, dump trucks, and similar type equipment. When open body trucks are used, the CONTRACTOR shall use care to

see that no litter or scattering of waste material occurs by providing a suitable covering.

- (iiiv) Routes of Collection: Collection routes shall be in accordance with Attachment K of this Request for Proposal. Any changes to the collection schedule must be approved by the Village 45 days prior to the change taking place.

(C) Landscape Waste Collection (Single Family Residential)

- (i) Definition: All accumulations of grass or shrubbery cuttings, leaves, tree limbs (as stated below), aquatic weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines and trees, and as otherwise described at 415 ILCS 5/3.20.
- (ii) Frequency of Collection: Once each week from April 1 through November 30 of each year. The VILLAGE reserves the right to expand the length of the landscape waste collection season for a period of up to four weeks, if warranted. The collection shall be on the same day as solid waste collection in accordance with Attachment K.
- (iii) Service Levels: Unlimited collection of containers (as defined herein).
- (iv) Location of Service: Collection shall be at the curbside in front of the dwelling unit to be served or the edge of the public street in front of the dwelling unit.
- (v) Containers:
 - (a) Biodegradable paper kraft type bags, designated for landscape waste collection.
 - (b) Metal or plastic cans up to thirty-four (34) gallons in capacity, not exceeding sixty (60) pounds each, properly labeled.
 - (c) Landscape waste, including brush and other branches four (4) inches or less in diameter, too bulky for placement into kraft paper bags or cans may be securely tied with biodegradable string or twine, in bundles not exceeding four (4) feet in length and sixty (60) pounds in weight
- (vi) Christmas Trees: Residents may also place on the curbside until January 31 their discarded Christmas trees for pick-up by the CONTRACTOR. Said Christmas trees shall be treated as landscape waste. There shall be no charge for this service; it shall be considered part of the refuse collection, disposal, and recycling program.
- (vii) Disposal: All landscape waste shall be disposed of at a lawfully operated landscape waste composting facility. Said facility may treat, compost, grind, or land apply said landscape waste. No landscape waste may be disposed of at a landfill or solid waste incinerator unless otherwise authorized by the Illinois Environmental Protection Act

(415 ILCS 5/1 *et seq*).

(D) Recyclables Collection (Single Family Residential)

- (i) Definition: Aluminum, tin, steel, metal cans, bi-metal cans, glass, high density polyethylene (HDPE) containers, polyethylene terephthalate (PET) containers, polystyrene containers (PS), Low Density Polyethylene (LDPE), Polypropylene (PP), Vinyl (Polyvinyl Chloride or PVC), other plastics (including acrylic, acrylonitrile butadiene styrene, fiberglass, nylon, polycarbonate, and polylactic acid), newspapers, corrugated containers, chipboard, magazines, phonebooks, catalogs, mixed paper, and other such materials as the parties may agree to in writing. The residential home dweller shall sort the materials and place them into a separate container for pick-up by the CONTRACTOR.
- (ii) Frequency of Collection: Bids should be provided that account for collection once per week and an alternative of once every-other-week. The collection shall be on the same day as solid waste collection in accordance with Attachment J.
- (iii) Service Level: Unlimited collection of the materials defined above.
- (iv) Location of Service: Collection shall be at the curbside in front of the dwelling unit to be served or the edge of the public street in front of the dwelling unit.
- (v) Containers: The CONTRACTOR shall provide each Single Family Home with one (1) sixty-five (65) gallon wheeled cart for refuse at no additional cost. Smaller wheeled carts (35 gallon) shall be made available upon the request of any resident in lieu of the provided sixty-five (65) gallon cart. Cart assembly, delivery, and maintenance is the responsibility of the CONTRACTOR. Lost or stolen carts shall be replaced by the CONTRACTOR at no additional charge.
- (viii) Disposal: All recyclables shall be collected, separated and otherwise treated so as to facilitate the sale of said materials to end-use markets or recycled material brokers. No materials collected as recyclables may be deposited in a landfill or waste incinerator, but shall be recycled regardless of the income received or the cost to the CONTRACTOR resulting from the sale of said materials.
- (ix) Revenues: CONTRACTOR shall be allowed to keep all revenues from the sale of the above referenced materials.

(E) Other Services

- (i) Public Building/Area Waste Collection: CONTRACTOR shall be required to collect solid waste and recyclable materials from containers at the Village Hall and Police Department on the same schedule.
- (ii) Public Building Recycling Collection: The CONTRACTOR shall furnish containers and

collection service once a week, or as appropriate, for office generated recyclables and any public recyclable receptacle as the VILLAGE may request without cost to the VILLAGE.

- (iii) Special Events/Services: CONTRACTOR shall provide one port-o-john, or equivalent equipment at each of Pioneer Park and Behnke Park. CONTRACTOR shall provide regular servicing and cleaning of the equipment that it should be kept in sanitary and safe condition. CONTRACTOR shall also provide three (3) containers of at least 30.0 cubic yards for the 4th of July Celebration.

1.3.4. Payment and Billing of Accounts

(A) The CONTRACTOR shall perform the billing and collection of fees for services provided. Residents shall be billed on a 3-month cycle. Multifamily residential and non-residential accounts shall be billed on a monthly cycle. Payments shall not be due prior to halfway through the service periods covered in the invoice. The VILLAGE agrees to cooperate and assist the CONTRACTOR in any means permissible to ensure that the collection of all funds due for service performed, either on current or delinquent basis, can be undertaken and receipt assured. If deemed necessary, the VILLAGE shall modify any of its regulatory ordinances regarding health, welfare, and safety to ensure that the VILLAGE residents adhere to this contract and the services provided hereunder. The VILLAGE further agrees to cooperate to provide the CONTRACTOR with assistance regarding move ins, move outs, or any other notification that shall assist in the execution of this contract.

(B) On May 1 of each contract year (following the first full year of service), the CONTRACTOR or the VILLAGE may submit a request for an Adjustment in Compensation. The amount payable to the CONTRACTOR for services shall be increased or decreased as follows:

- (1) Adjustment I - CPI modification: 80 percent of the percentage increase of the Consumer Price Index "Chicago All Items" for the preceding 12-month period is applied to the current rate.
- (2) Adjustment II - Disposal Modification: 20 percent of the percentage increase of the tipping fee shall be applied to the current rate. The base landfill tipping fee rate shall be disclosed on the attachment section of this proposal.

In the event the Consumer Price Index is negative, that negative increase is applied in Adjustment I and may result in a decrease in the cost of service from the preceding year.

The VILLAGE reserves the right to request such other information, whether financial or otherwise, from the CONTRACTOR as may be necessary to evaluate any proposed rate increase or decrease. All requests shall be submitted to the VILLAGE by May 1 and the rate adjustment authorized shall be effective July 1. Approval to any such rate increase shall not be unreasonably withheld.

(C) The VILLAGE reserves the right to audit the CONTRACTOR'S records as follows:

- (i) The VILLAGE shall have the authority to review and audit all records and receipts of the CONTRACTOR regarding this contract. The CONTRACTOR shall be given ten (10) calendar days notice of the review or audit. All costs of the audit shall be borne by the VILLAGE, except as provided below.
- (ii) The CONTRACTOR shall keep its books and records in such a manner as shall readily facilitate the assessment of the CONTRACTOR'S billing, collecting, and recycling activities in the VILLAGE.
- (iii) If, upon the completion of an audit of the CONTRACTOR'S books or records, it is established that the adjustments to compensation have been overstated by five percent (5%) or more, and then the CONTRACTOR shall pay the entire cost of the audit or review. Any such audit shall be conducted in accordance with the generally accepted accounting principles. An audit or review in accordance herewith may be conducted at any time within three (3) years of the end of a contract year.

1.3.5 Failure to Perform – Insolvency –Non-Assignability

(A) In the event the CONTRACTOR in any way shall fail to collect and/or dispose and/or market the solid waste materials, collected recyclables and landscape waste as required of it herein for any one (1) week; or, fail to maintain the insurance provided for in this contract, then:

- (i) The CONTRACTOR shall give immediate notice to the VILLAGE of such failure in writing stating therein the reasons for such failure;
- (ii) The VILLAGE may then proceed with the work itself or cause such work to be undertaken by a third party, and the VILLAGE shall have the right to bill and collect from the CONTRACTOR all costs incurred by the Village by reason of such failure of the CONTRACTOR to perform;

(B) In the event that any failure or alleged failure on the part of the CONTRACTOR to substantially collect the material herein provided to be collected and disposed of by the CONTRACTOR shall continue for a period often (10) days following written notice of such failure, then the VILLAGE, at their option, may continue to proceed according to the steps as outlined herein, or may terminate the contract and/or proceed to a legal determination for loss or damage due to such breach of contract or proceed to call upon the CONTRACTOR'S letter of credit or pursue such other remedies as may be available to the VILLAGE by law.

(C) In any event, the CONTRACTOR shall not be paid whenever it shall have failed to perform the work and provide the services as required of it - even if such failure is caused by events or occurrences of a nature commonly known as "force majeure", or acts of God or strikes beyond CONTRACTOR'S control.

(D) In the event a petition for relief under the United States Bankruptcy Code, either by voluntary or involuntary proceedings, is filed that the CONTRACTOR is the debtor, the contract shall immediately terminate; and in no event shall the contract be, or be treated as, an asset of

CONTRACTOR after the petition for relief in bankruptcy has been filed. If CONTRACTOR shall become insolvent or fail to meet its financial obligations, then the contract may be terminated at the option of the VILLAGE upon fifteen (15) days written notice to CONTRACTOR and in no event shall the contract be, or be treated as, an asset of CONTRACTOR after the exercise of said option.

(E) The contract is not assignable by CONTRACTOR, either voluntarily or involuntarily, or by process of law, without the prior written consent of the VILLAGE, and shall not be or come under the control of creditors, or a trustee, or trustees of CONTRACTOR in case of bankruptcy, or insolvency of CONTRACTOR, but shall be subject to termination as above provided.

1.4 **The Bidding and Contract Documents**

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

1.5 **Reserved**

1.6 **Pre Bid Conference**

Any questions related to the bid may be submitted to the Village President at r.block@villageofkirkland.com, to explain all of the documents included with this Request for Proposals. Nothing stated at the pre-bid conference shall change any such document unless an Addendum is issued thereafter pursuant to Section 2.1 of this Request for Proposals. CONTRACTORS are encouraged to submit written questions and or comments to the Deputy Public Works Director in advance of the scheduled pre-bid conference to ensure that all questions can be responded to at the pre bid conference.

1.7 **Submission of Proposal**

One (1) original and three (3) copies of the proposal (which includes attachments and the required bid security) must be delivered to the Department of Public Works by the specified opening time. Proposals arriving after the specified time shall not be accepted and returned to the originator unopened. Mailed proposals which are delivered after the specified hour shall not be accepted regardless of postmarked time on the envelope.

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

1.8 **Bid Opening**

The VILLAGE shall receive sealed CONTRACTOR's Proposals for the Work at ten o'clock a.m. (10:00am), local time, October 15, 2026, at Kirkland Village Hall, at which time, or as soon thereafter as possible, all CONTRACTOR's Proposals shall be publicly opened and read aloud. Each sealed envelope or package containing a CONTRACTOR's Proposal shall be identified as such and

shall be marked as provided above.

1.9 Bid Security, Letters of Credit, Insurance, and Indemnification

(A) Bid Security: Each CONTRACTOR's Proposal shall be accompanied by a security deposit in the amount of \$25,000 and in the form of (i) a cashier's check or certified check drawn on a solvent financial institution insured by the Federal Deposit Insurance Corporation or National Credit Union Administration and payable without condition to the VILLAGE OF KIRKLAND or (ii) a irrevocable letter of credit in a form satisfactory to the Village Attorney from a reputable banking institution. If the CONTRACTOR's Proposal is accepted, CONTRACTOR shall timely file the Letter of Credit and the certificates and policies of insurance required by the contract, and shall timely execute the contract or contracts, the CONTRACTOR'S Certification, and all other required documentation related to the contract or contracts.

Any CONTRACTOR's Proposal that fails to comply with this section may be rejected, or if not rejected, the VILLAGE may demand correction of any deficiency and award the contract to the CONTRACTOR upon satisfactory compliance with this Section.

(B) Return of Bid Security: Bid Security submitted in the form of cashier's checks or certified checks shall be returned to all within ten (10) business days after award and execution of the contract by the VILLAGE.

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

(D) Irrevocable Letter of Credit: In lieu of a performance bond, the Contractor shall furnish to the VILLAGE an irrevocable letter of credit in the amount of one hundred thousand dollars (\$100,000) from a reputable banking institution to guarantee the faithful performance of the Contract. The letter of credit shall be payable to the VILLAGE and prepared in the format included in Attachment J, and must be provided to the VILLAGE within 30 days of execution of this contract. It shall remain in effect for the full term of the contract, including any extension period.

(E) Insurance: The successful CONTRACTOR shall be required to furnish at CONTRACTOR's sole cost original certificates and copies of policies of insurance upon award of the contract. The insurance carrier shall be an AM Bests rating of not less than "A" and a classification of "X" or better. Throughout the term of this Agreement and any renewal thereof the CONTRACTOR agrees, at a minimum, to carry and maintain in effect insurance as follows:

- (1) Workers' Compensation: The CONTRACTOR shall carry in a company authorized under the laws of the State of Illinois a policy to protect himself/herself against liability under the Workers' Compensation and Occupational Diseases Statutes of the State of Illinois.
- (2) Motor Vehicle Liability Insurance: The CONTRACTOR shall carry in his/her/its own name a policy under a comprehensive form to insure the entire motor vehicle liability for his/her/its operations with limits not less than \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability and \$1,000,000 each accident for property damage liability. This policy shall name the Village of Kirkland, its officers, employees, volunteers, and agents as an additional insured with respect to the operation of vehicles owned or operated by the CONTRACTOR.
- (3) General Liability: The CONTRACTOR shall carry in his/her/its own name a comprehensive liability policy for his/her operations other than motor vehicle with limits of at least \$3,000,000 each person and \$5,000,000 each accident bodily injury and death liability, \$1,000,000 each accident for property damage liability. The Village of Kirkland shall be named as additional insured on this policy.

Said insurance policies shall not be cancelable without thirty (30) days prior written notice to the VILLAGE. The CONTRACTOR shall furnish the VILLAGE with certificates evidencing that the insurance provided for herein is maintained by the CONTRACTOR within one (1) day of the date of any request by the VILLAGE.

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

(F) Indemnification: The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE of Kirkland, including its officials, staff, attorneys, accountants, employees, volunteers, and agents, against any and all damages to property or injury or death of any person or persons, including property and employees, agents, or invitees of the Village of Kirkland and shall defend, indemnify and hold harmless the Village of Kirkland from any and all claims, demands, suits, actions, or proceedings of any kind or nature, or by anyone whatsoever, including but not limited to costs, expenses and reasonable attorney fees, in any way resulting from or arising out of CONTRACTOR'S performance under the terms of this Proposal and/or the operations in connection herewith, including operations of sub-contractors and actions or omissions of employees or agents of CONTRACTOR or his/her sub-contractors. It is expressly agreed that nothing in the Request for Proposal process or in entering into or in performance of any agreement arising out of this request for proposal process shall make the CONTRACTOR, or any of its employees, agents, or subcontractors, an employee or controlled servant of the VILLAGE. The CONTRACTOR'S insurance shall include contractual coverage of the foregoing Indemnification provision.

It is expressly agreed that in no event shall the VILLAGE be liable or responsible to the

CONTRACTOR, or any other person, on account of stoppages, or delay in work herein provided for, by injunction or other legal or equitable proceedings brought against the CONTRACTOR, or from, or by account of, any delay from any cause whatsoever over which the VILLAGE has no control.

2.0 Examination of Documents and Work Site

(A) Bidding and Contract Documents: Each prospective CONTRACTOR shall, before submitting its CONTRACTOR's Proposal, carefully examine the Bidding and Contract Documents.

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

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

(D) Remedies for Failure to Comply: The successful CONTRACTOR shall be responsible for all errors in its CONTRACTOR's Proposal resulting from CONTRACTOR's failure or neglect to comply with the terms of this Request for Proposals. The successful CONTRACTOR shall not be allowed any extra compensation by reason of any such errors or by reason of any matters or things of which CONTRACTOR failed or neglected to inform itself prior to submitting its CONTRACTOR's Proposal, and the successful CONTRACTOR shall bear all costs associated therewith or arising therefrom, including increased costs or decreased profits due to a change in the methods or increase in the equipment or personnel employed as a result of matters or conditions first discovered during the progress of the Work.

2.1 Interpretation of the Bidding Documents and the Contract

(A) Addenda: No interpretation of the Bidding or Contract Documents shall be made except by a written Addendum duly issued by the VILLAGE. No interpretation not contained in an Addendum shall be valid or have any force or effect whatever. All Addenda issued prior to the opening of CONTRACTOR's Proposals shall become a part of the Proposal or Contract Documents, as the case may be.

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

2.2 **Taxes**

The VILLAGE is exempt from state and local sales, use and excise taxes. A letter of exemption shall be provided to the successful CONTRACTOR, if necessary. The VILLAGE shall not reimburse, nor assist the successful CONTRACTOR in obtaining reimbursement, for any state or local sales, use, or excise taxes paid by the successful CONTRACTOR.

All prices stated in CONTRACTOR's Proposals shall include any other applicable taxes.

2.3 **Permits and Licenses**

All CONTRACTORS' Proposals shall include the cost of obtaining all permits, licenses, and other authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective CONTRACTOR to determine the applicable licenses, permits, and other authorizations.

2.4 **Preparations of CONTRACTOR's Proposal**

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

2.5 **Signature Requirements**

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

Any CONTRACTOR's Proposal that fails to comply with this Section may be rejected, or, if not rejected, the VILLAGE may demand correction thereof and award the Contract to the CONTRACTOR upon satisfactory compliance with this Section.

(B) **Other Documents:** The signature requirements set forth above shall apply to all other Bidding Documents required to be executed by the CONTRACTOR, CONTRACTOR's sureties, and CONTRACTOR's insurance representatives as well as to the contract, the CONTRACTOR'S Certification, and all other required documentation related to the contract. Any CONTRACTOR's Proposal that fails to comply with this requirement may be rejected, or, if not rejected, the VILLAGE may demand correction thereof and award the contract to the CONTRACTOR upon satisfactory compliance with this requirement.

2.6 **Withdrawal of CONTRACTOR's Proposal**

Any CONTRACTOR's Proposal may be withdrawn at any time prior to the opening of any CONTRACTOR's Proposal, provided that a request in writing, executed by the CONTRACTOR for the withdrawal of such CONTRACTOR's Proposal is filed with the VILLAGE prior to the opening of any CONTRACTOR's Proposal. The withdrawal of a CONTRACTOR's Proposal prior to opening of any CONTRACTOR's Proposal shall not prejudice the right of the CONTRACTOR to file a new CONTRACTOR's Proposal so long as such new proposal is submitted prior to the due date and time of the proposals.

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

2.7 Qualification of CONTRACTORS

(A) Factors: The VILLAGE intends to award the contract only to a CONTRACTOR that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, organization, and staffing to enable it to perform the work successfully and economically for the VILLAGE.

(B) Final Determination: The final selection of the successful CONTRACTOR shall be made on the basis of the above-mentioned facts and matters and any additional information that may be requested of all CONTRACTORS. Such additional information may include, but is not limited to, a listing of available personnel, plant, and equipment; a description of current work loads and any pending bids or proposals; financial and litigation statements; and any other pertinent information. If such additional information is required, then the VILLAGE shall issue a Request for Additional Information in the form included in the Bidding Documents to one or more of the CONTRACTORS. If the VILLAGE issues a Request for Additional Information, then the responding CONTRACTOR shall provide such information within two business days after receipt of said Request for Additional Information or such other period as may be set forth therein. Failure to so answer shall be grounds for the imposition of liquidated damages at the VILLAGE'S option, all as is more specifically set forth in this Request for Proposals.

2.8 Disqualification of CONTRACTORS

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

(B) Collusion: If there are reasonable grounds for believing that collusion exists among any of the CONTRACTORS, the CONTRACTOR's Proposals of the participants in such collusion shall not be considered.

(C) Default: If a CONTRACTOR is or has been in default on a contract with the VILLAGE or in the payment of monies due the VILLAGE, its CONTRACTOR's Proposal may not be considered.

(D) Deficiencies: The VILLAGE expressly reserves the right in their sole and absolute discretion to disqualify any CONTRACTOR that submits a CONTRACTOR's Proposal that contains omissions, alterations, or irregularities of any kind that may tend to make the CONTRACTOR's Proposal incomplete, nonconforming, indefinite, or ambiguous as to its meaning, including but not limited to conditional surety and insurance commitment letters, or submits an unsigned or improperly signed CONTRACTOR's Proposal. If the deficient CONTRACTOR is not disqualified, the VILLAGE may demand correction of any deficiency and award the contract to the CONTRACTOR upon satisfactory correction of the deficiency.

2.9 **Award of Contract**

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

(B) Offers: All CONTRACTOR's Proposals are firm offers to enter into the contract and no CONTRACTOR's Proposals shall be deemed rejected, notwithstanding acceptance of any other CONTRACTOR's Proposal, until the Proposal has been expressly rejected by the VILLAGE or until a contract or contracts have been executed by both the VILLAGE and the successful CONTRACTOR, whichever occurs first.

2.10 **Failure to Properly Execute and Provide Contract Documents**

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

(B) Subsequent Awards: Upon annulment of an award, the VILLAGE may accept, and

award a contract based on, any other CONTRACTOR's Proposal as the VILLAGE, in their sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the work.

2.11 Confidentiality

Each CONTRACTOR shall identify any information submitted in the bidding process that is considered by it to be confidential or proprietary. The VILLAGE shall not disclose, outside the bidding process, at any time, either during or subsequent to the bidding process, any such designated confidential or proprietary information, unless such disclosure shall not cause competitive harm, or such information was actually known to the VILLAGE prior to its submission by the CONTRACTOR, or such information was properly obtained or developed independently by the VILLAGE, or the CONTRACTOR consents to such disclosure. Notwithstanding the foregoing, each CONTRACTOR, by its submission of its CONTRACTOR's Proposal, acknowledges that the VILLAGE is subject to the Illinois Freedom of Information Act and that no disclosure made in good faith by the VILLAGE pursuant to such Act shall be deemed to violate this section.

2.12 Disputes

The CONTRACTOR'S performance of the work under this Proposal shall be observed and monitored by the VILLAGE. Should the VILLAGE determine during the life of the Contract that the CONTRACTOR has not performed satisfactorily, the CONTRACTOR upon notification from the VILLAGE shall increase his/her work force, tools, and equipment as needed to properly perform to the satisfaction of the VILLAGE. The failure of a VILLAGE to give such notification shall not relieve the CONTRACTOR of his/her obligation to perform the work at the time and in the manner specified.

Where any dispute arises between a customer and the CONTRACTOR as to the manner of placing waste or the nature of the contents or the like, the CONTRACTOR agrees in the specific instance to remove the waste even though, in its opinion, it is improperly placed or contained. Thereafter, the CONTRACTOR shall immediately report the controversy to the VILLAGE for settlement before additional collection becomes necessary in order to avoid further disputes or disagreements between customers and CONTRACTOR'S employees.

To prevent misunderstandings and litigation, the VILLAGE shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of the performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the CONTRACTOR. The VILLAGE shall determine whether or not the amount, quantity, character, and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the VILLAGE and the CONTRACTOR and shall be issued in writing to the CONTRACTOR. The VILLAGE shall make such explanation as may be necessary to complete, explain, or make definitive the provisions of the contract, and their findings and conclusions, when issued in writing to the CONTRACTOR, shall be final and binding upon both the VILLAGE and the CONTRACTOR.

2.13 Proposal, Contract, and Agreement Terms

It is the understanding and intention of the parties hereto that the contract shall constitute a contract or contracts for the collection and disposal of solid waste; the collection and marketing of recyclable materials; and the collection of landscape waste for delivery to an approved compost facility and that said contract or contracts shall not constitute a franchise.

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

ATTACHMENT A

**CONTRACT FOR COLLECTION AND DISPOSAL SERVICES FOR SOLID WASTE,
LANDSCAPE WASTE, AND RECYCLABLES**

REQUEST FOR ADDITIONAL INFORMATION

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL
DELIVERY

TO: _____

FROM: Village of Kirkland
511 W. Main Street
Kirkland, IL 60146

("CONTRACTOR")

(Village)

The VILLAGE has preliminarily found your CONTRACTOR's Proposal for the Contract entitled "Contract For Collection and Disposal Services for Solid Waste, Landscape Waste, and Recyclables," dated _____, to be one of the most favorable to the interests of the VILLAGE.

To be eligible for further consideration, you must provide the items of information listed below. The requested information must be provided at the address of the VILLAGE set forth above within _____ business days of your receipt of this Request.

Failure to supply the requested information within the indicated time shall result, at the VILLAGE'S option, in the imposition of liquidated damages as is more specifically set forth in Section 1.9 of the Request for Proposals.

Information Requested:

By: _____

DATED this _____ day of _____, 2026

ATTACHMENT B

CONTRACTOR'S PROPOSAL

WHEREAS, said CONTRACTOR is of lawful age and that no other said CONTRACTOR has any interest herein; and

WHEREAS, this bid is made without any previous understanding, agreement or connection with any person, firm or corporation making the bid and is in all respects, fair and without coercion or fraud; and

WHEREAS, no officer, employee, or person who receives salary in whole or part from the VILLAGE directly or indirectly interested in this bid or in the services to which it relates or in any portion of profits thereof; and

WHEREAS, the CONTRACTOR has examined the Request for Proposals and all Attachments and shall, if successful in this bid, furnish the services for which this bid is made and enter into the Contract to provide said services; and

WHEREAS, a certified check, Cashier's Check, or Letter of Credit in the amount of \$25,000 has been included with this Bid Form; and

WHEREAS, the information on the CONTRACTOR's experience, equipment and disposal facilities as requested have been completed and hereto attached and made a part of this proposal; and

WHEREAS, the successful CONTRACTOR shall commence service on the dates specified within section 1.3.1 of the request of proposal and continue for a five year period; and

WHEREAS, at the time of acceptance of this proposal, CONTRACTOR shall furnish a performance Letter of Credit in the penal sum of \$100,000.00 for the period of the Contract, including any renewal thereof, conditioned upon the faithful performance by the CONTRACTOR of its obligations under the Contract and upon its full compliance with the laws of the State of Illinois and ordinances and regulations of the VILLAGE and said Letter of Credit shall indemnify the VILLAGE against any loss resulting from any breach or failure of performance by the CONTRACTOR; and

WHEREAS, the cost for the following services which meet the requirements, terms, and conditions set forth in the Request for Proposals are bid as follows:

REFUSE COLLECTION, DISPOSAL, AND RECYCLING PROGRAM (Single Family Residential)

- 1) Cost of single-family waste collection, recyclables, collection, and landscape waste as described in Sections **1.3.3.1-B, 1.3.3.1-C, and 1.3.3.1-D.**

Cost Per Single Family \$ _____
Residence. Contractor per unit per month
Performs Billing

- 2) Rental Cost for additional 95 Gallon
Refuse Toter (1.3.3.1-B5) \$ _____
Per residence per month in addition
to number 1 above.

- 3) Senior Citizen (Over age 65)
discount from above rates
_____ %

DISPOSAL INFORMATION

Landfill to be used for refuse disposal _____

Address of Landfill _____

Current base rate \$ _____ per _____
(unit of measure)

Landfill to be used for refuse disposal _____

Address of landfill _____

Current Base Rate \$ _____ per _____ (unit of measure)

COMPANY

Firm Name: _____

Contact: _____

Address: _____

City, State, ZIP _____

Telephone _____

Email _____

AUTHORIZATION

The company affirms having read and completed all of the above information that it is true and correct. Further, the company acknowledges that they have read the foregoing and agrees to comply with the terms set forth herein. The signatory below warrants that he/she possesses full authority to submit the proposal on behalf of the company.

NAME: _____ DATE: _____

TITLE: _____

ATTACHMENT C

CONTRACTOR'S SWORN ACKNOWLEDGMENT

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

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

(Complete Applicable Section. See Section 2.5 of the Request for Proposals)

1. Corporation

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

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

The officers of the corporation are as follows:

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

The stockholders of the corporation who own ten percent or more of its stock of any class are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF OWNERERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Partnership

CONTRACTOR is a partnership that is organized, existing and registered under the laws of the State of Illinois pursuant to that certain Partnership Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois. The general partners of the partnership are as follows:

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

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF OWNERERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Individual

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

_____.

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

4. Joint Venture

CONTRACTOR is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is operating under the legal name of _____, and that is qualified to do business in the State of Illinois.

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

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OF OWNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ is a signatory to the Joint Venture Agreement and is an Individual /Corporation/Partnership.

_____ is a signatory to the Joint Venture Agreement and is an Individual/ Corporation/Partnership.

_____ is a signatory to the Joint Venture Agreement and is an Individual/Corporation/Partnership. [Strike out inapplicable form of entity and attach on a separate sheet the information required in 1, 2, or 3 above, as applicable].

DATED this _____ day of _____ 2026.

CONTRACTOR

By:

Attest / Witness

Title: _____

Title:

Subscribed and Sworn to
before me this _____ day
of _____, 2026.

My Commission Expires: _____

_____ [SEAL]
Notary Public

SEE SECTION 2.5 OF THE REQUEST FOR PROPOSALS FOR SIGNATURE REQUIREMENTS

1.

ATTACHMENT D

CONTRACTOR'S SWORN WORK HISTORY STATEMENT

_____ ("Deponent"), being first duly sworn on oath, deposes and states that the statements made in this Sworn Work History Statement are made on behalf of the undersigned CONTRACTOR in support of the CONTRACTOR's Proposal for the above Contract and that Deponent is authorized to make them.

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

1. Nature of Business

State the nature of the CONTRACTOR's business: _____

2. Years in Business

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

3. Predecessor Organization

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

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

4. **Related Experience**

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

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

5. **Suggested Procedures for Termination/Reinstatement of Service**

State the procedures followed by CONTRACTOR in terminating service for nonpayment of rates and charges in reinstatement of service following payment for past due amounts.

Residential: _____
Commercial: _____

DATED this ____ day of _____, 2026

CONTRACTOR
By:

Attest/Witness

Title: _____

Title:

Subscribed and Sworn to
me before this ____ day
of _____, 2026.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT E

CONTRACTOR'S SWORN STATEMENT OF RESPONSIBILITY

_____ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Statement of Responsibility are made on behalf of the undersigned CONTRACTOR in support of the CONTRACTOR's Proposal for the above Contract and that Deponent is authorized to make them.

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

(If CONTRACTOR is a successor to a prior organization, provide the information requested in items 6 through 9 for both CONTRACTOR and the prior organization. If necessary for full disclosure, add separate sheets. If CONTRACTOR is a joint venture, separate sworn statements of responsibility must be submitted by the joint venture and by each signatory to the joint venture agreement.)

1. Superintendents

One or more of the following superintendents shall be assigned to supervise the Work.

<u>NAME</u>	<u>SPECIAL QUALIFICATIONS</u>	<u>YEARS IN CURRENT OCCUPATION</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. Owned Equipment

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

Equipment Description (including age)

Number Available

_____	_____
_____	_____
_____	_____
_____	_____

3. Leased Equipment _____

The following equipment is known by CONTRACTOR to be available, shall be leased by CONTRACTOR, and shall be employed in the Work:

Equipment Description (including age)

Number Available

_____	_____
_____	_____
_____	_____
_____	_____

4. Current Projects

CONTRACTOR is currently involved in the following ongoing contracts for work similar to the Work.

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

5. **Contracts Abandoned**

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

6. **Contract Defaults**

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

7. **Litigation**

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

<u>Case Name</u>	<u>Court Jurisdiction</u>	<u>Docket Number</u>

8. **Joint Venture Documents**

If CONTRACTOR is a joint venture, provide a true and correct copy of CONTRACTOR's Joint Venture Agreement, together with any and all agreements between the signatories thereto relating to the CONTRACTOR's Proposal, the Work, or the Contract.

DATED this ____ day of _____, 2026

CONTRACTOR

By:

Attest/Witness

Title: _____

Title: _____

Subscribed and Sworn to
me before this ____ day
of _____, 2026.

My Commission Expires: _____

Notary Public

[SEAL]

**SEE SECTION 2.5 OF THE REQUEST FOR PROPOSALS
FOR SIGNATURE REQUIREMENTS**

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

STATE OF ILLINOIS)
)ss
COUNTY OF DeKalb)

The undersigned, who has herewith submitted a bid to provide service in accordance with plans and specifications furnished by the Village of Kirkland for solid waste collection and disposal service, does hereby affirm that he (it) has not entered into any agreement, understanding, or arrangement with any other CONTRACTOR or prospective CONTRACTOR or with any other person, firm, or corporation relating to the price named in said proposal, nor has he (it) entered into any agreement, understanding, or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement, understanding, or arrangement for any act or omission in restraint of free competition among CONTRACTORS.

The undersigned further affirms that he (it) is not disqualified by law from contracting with the Village of Kirkland; and that he (it) has not disclosed to any person, firm, or corporation the terms of this proposal or the price named herein.

COMPANY

ADDRESS

DULY AUTHORIZED AGENT OR OFFICER

Collection and Disposal of Residential Refuse, Recycling and Landscape Waste and the Collection and Disposal of Commercial Waste **Date :** _____

Subscribed and Sworn to
me before this _____ day
of _____, 2026.

My Commission Expires: _____

Notary Public

[SEAL]

ATTACHMENT G

CERTIFICATE OF NON -DISCRIMINATION

This is to certify that this firm does not and shall not discriminate in any of its employment practices against persons because of their race, color, religion, sex, or place of national origin, or ancestry.

The undersigned shall take all necessary affirmative action as may be required by all applicable Federal, State and local laws, ordinances, rules, regulations and orders to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin or ancestry.

FIRM: _____

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT H – OMITTED

ATTACHMENT I

Contract

WHEREAS, the Village of Kirkland ("the VILLAGE") heretofore solicited bids for refuse collection and disposal service, recyclable collection and landscape waste collection; and

WHEREAS, the VILLAGE disseminated a Request for Proposals in connection therewith, which is attached hereto; and:

WHEREAS, the VILLAGE has received and evaluated the bids received; and

WHEREAS, the VILLAGE has elected to award this Contract to the lowest responsible CONTRACTOR, _____ and

WHEREAS, _____ is ready, willing and able to perform the Contract;

NOW, THEREFORE, it is hereby mutually understood and agreed between the Village of Kirkland and _____ as follows:

1. _____ is hereby awarded the Contract for the collection and disposal of solid waste, landscape waste and recyclables from all residential, commercial, Industrial and other similar service units commencing _____, 2026, or as instructed to commence operations, provided that in any event, the commencement date shall be no later than _____.

2. _____ shall conform to the terms and conditions of the Request for Proposals, all addenda, and the bid prepared by _____, as attached hereto and approved by the Village.

IN WITNESS WHEREOF, the parties have entered into this Contract this ____ day of _____, 2026.

VILLAGE OF KIRKLAND
A Municipal Corporation,

ATTEST:

(seal)

By: _____
Village President

Village Clerk

VENDOR

By: _____
Chief Executive Officer

ATTEST:

(seal)

ATTACHMENT J

BENEFICIARY:
Village of Kirkland
511 W Main Street
Kirkland, IL 60146
Attention: Village Treasurer

Date: _____

By the order of:

(Developer Name): _____ AMOUNT (USD) \$

(Address): _____ EXPIRATION DATE:

We, (Issuing bank's name) hereby issue in your favor, Irrevocable Stand-by Letter of Credit No. (Letter of Credit number), for the account of (Developer/applicant's name), for an amount or amounts not to exceed in the aggregate US dollars \$(Amount) available at sight in accordance with the terms set forth herein:

- 1) DRAWS. Credit may be drawn by the Village by presentation to (Issuing bank's name), by a written demand signed by one of the following officers of the Village of Kirkland in their official capacity (Village President, Village Administrator, Village Clerk, or Village Treasurer) attesting that:

The amount of USD \$ _____ is hereby drawn under (Issuing bank's name) Letter of Credit Number (Letter of Credit number) because:

- a) (Developer/applicant's name) is in default of an annexation agreement with regard to (development of subdivision name) as entered into or amended from time to time; OR
- b) (Developer/applicant's name) is in default of a Public Improvements Completion Agreement with regard to (development of subdivision name) as entered into or amended from time to time; OR
- c) (Developer/applicant's name) is in default of any other agreement between the Village of Kirkland and (Developer/applicant) with regard to (development or subdivision name) as entered into or amended from time to time; OR
- d) (Developer/applicant's name) is in violation of any Village Ordinance with regard to (development or subdivision); OR
- e) (Issuing bank's name) Letter of Credit No. (Letter of Credit number) will expire within 60 days or less and (Developer/applicant's name) has failed to deliver to the Village evidence of a renewal of Letter of Credit No. (Letter of Credit number).

- 2) REDUCTION OF STATED AMOUNT. The principal amount of the Letter of Credit may be reduced, prior to the then current expiration date, upon presentation to (Issuing Bank's name) of a written statement from the Village of Kirkland in their official capacity (Village President, Village Administrator, Village Clerk, or Village Treasurer), certifying the dollar amount of such reduction. Any request for a reduction shall be accompanied by a revised Engineers Opinion of Probable Costs outlining the estimated costs of the remaining improvements covered by this Letter of Credit No. (Letter of Credit number), and in no case shall this Letter of Credit be reduced to an amount less than Fifty Percent (50%) of the original.
- 3) EXPIRATION. This Letter of Credit will expire on (expiration date), provided however, (Issuing bank's name) shall notify the Village Treasurer, by certified mail, return receipt requested, at the above address shown, at least 60 days prior to said expiry date, that said Letter of Credit is about to expire. In no event shall this Letter of Credit expire except upon 60 days prior written notice to the Village Treasurer as stated above, it being expressly agreed by (Issuing Bank's name) that the above expiration date shall be extended so as to comply with this notice provision.
- 4) NONCONFORMING DEMANDS. If a demand for payment by the Village hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, (Issuing Bank's name) must give prompt notice to the Village that the demand for payment does not conform to the terms and conditions of this Letter of Credit. Such notice must state the reasons the demand does not conform. Upon being notified that a demand for payment does not conform, the Village may correct the nonconforming demand for payment by issuing a new demand on or before the expiration date.
- 5) PAYMENT. All demands made in conformity with the Letter of Credit will be duly honored by wire transfer if presented to (Issuing bank's name) on any Monday through Friday before or on the expiry date prior to 3 p.m. CST or if presented to (Issuing bank's name) at any time before the Letter of Credit expires. If, within three days after any draft drawn under this Letter of Credit is presented to (Issuing bank's name) in conformance with the terms of this Letter of Credit, (Issuing bank's name) fails to honor the demand, (Issuing bank's name) agrees to pay all attorneys fees, court costs, and other expenses incurred by the Village in enforcing the terms hereof. Partial drawings are permitted under this Letter of Credit.
- 6) FULL AGREEMENT. This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.
- 7) GOVERNING LAW. To the extent not inconsistent with the express terms hereof, this Letter of Credit is issued subject to the Uniform Customs and Practice for Documentary Credits (1998 Revision or most current version) International Chamber of Commerce

Publication ISP98 ('UCP') or UCP 600 (2003 Revision or most current version), except that, as to matters not governed by the UCP, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of Illinois (without giving effect to principles of conflicts of laws).

- 8) VENUE. Venue for any court actions brought with respect to this Letter of Credit shall be exclusively heard in the 23rd Judicial Circuit, DeKalb County.

Please present and address all correspondence, draws and demands to (Issuing bank's name) regarding this Letter of Credit to the attention of (specify name of contact or department name along with full address and phone number).

_____ (Issuing Bank)

By: _____ Attest: _____

Title: _____ Title: _____

MAP AND COLLECTION DATE

