

**AN ORDINANCE
APPROVING EXECUTION OF AN AGREEMENT
WITH WASTE MANAGEMENT, INC. OF
ILLINOIS, A DELAWARE CORPORATION, FOR
REFUSE COLLECTION AND DISPOSAL**

98-0-27

BE IT ORDAINED by the President and Board of Trustees of the Village of Long Grove, Lake County, Illinois, as follows:

SECTION I: The agreement attached hereto as Exhibit A between the Village of Long Grove and Waste Management, Inc. of Illinois, a Delaware Corporation, is hereby accepted and approved.

SECTION II: The Village President is authorized and directed to sign the agreement and the Village Clerk is authorized and directed to attest to the signature.

SECTION III: This ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Passed by the Corporate Authorities on December 8, 1998, on a roll call vote as follows:

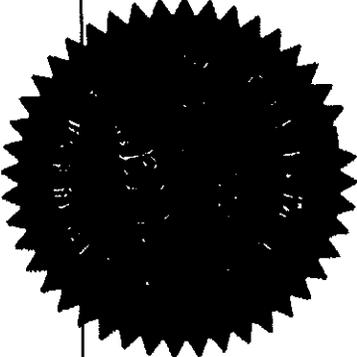
AYES Trustees Burns, Hoak, Pochopien, Weisberg

NAYS 0

ABSENT Trustees Barry, Monroe

Draft December 3, 1998

Approved by the Village President on December 8, 1998.



Lenore J. Simmons

Lenore J. Simmons
Village President

D.M. Doughty
D.M. DOUGHTY
DEPUTY VILLAGE CLERK

EXHIBIT A AGREEMENT

WASTE HAULING FRANCHISE CONTRACT

1. **PARTS OF THIS CONTRACT:** This Contract consists of three (3) parts which are integrated parts of and incorporated by reference into this Contract, said parts being, (1) Franchise Contract ("Contract"), (2) Request for Proposal ("RFP" Appendix Two), and (3) Contractor's Bid ("Bid" Appendix Three). To the extent of any inconsistency, the documents shall prevail in this order: (1) Contract; (2) Request for Proposal; and (3) Contractor's Bid.

2. **BASIC SERVICES REQUIRED/RELEVANT INFORMATION**
 - a. WASTE MANAGEMENT OF ILLINOIS, INC., a Delaware corporation, (hereafter referred to as "Contractor"), shall provide service for the collection and disposal of refuse, recyclables, and yard waste for all single-family residences (approximately 2000 units), and for all Village-owned and leased buildings and property. Refer to Appendix One for list of location of Village facilities.

 - b. Collection location, method and frequency of the refuse, recyclables and yard waste shall be based on the selected proposal as indicated in the RFP or as accepted in an alternate proposal submitted by the Contractor.

 - c. The Contractor shall also provide for the collection of recyclable materials and yard waste for all single-family residents and for all Village-owned and leased buildings as specified in the RFP.

 - d. The Contractor will be responsible for transporting and selling the recyclable materials. Proceeds from the sale of the recyclable materials shall be retained by the Contractor.

 - e. The Contractor shall provide for the separate "End of Drive" collection of yard waste to include grass clippings, leaves and bundled brush (maximum 4 foot length), for all residential units served. Reusable or biodegradable (30 gallon "Kraft" paper) containers will be used for grass clippings and leaves. The Contractor will be responsible for composting all yard waste.

3. **CLEANUP:** The Contractor shall provide, at its cost, one Village-wide cleanup

each year in the Spring, on a date to be determined by the Village. For this annual cleanup, the Contractor shall not be obligated to haul construction debris, yard waste, automobile parts, household hazardous waste, or appliances weighing more than 200 pounds.

4. **CONTRACTOR'S QUALIFICATIONS:** The Contractor must provide the following:

- a. The Contractor shall have available for use throughout the contract term an Illinois Environmental Protection Agency (IEPA) permitted sanitary landfill site or incinerator which is suitable for the disposal of all refuse collected under the terms of this Contract. The location shall be as indicated in the Bid.
- b. The Contractor shall have available for use throughout the contract term an IEPA permitted composting facility which is suitable for all yard waste collected under the terms of this Contract. The location shall be as indicated in the Bid.
- c. The Contractor shall have a sufficient number of enclosed leak-proof modern packer-type trucks, open body trucks, and recycling vehicles to provide for adequate refuse, yard waste, and recycling collection required under the terms of this Contract.
- d. The Contractor shall possess and maintain necessary financial ability to satisfy the requirements of this Contract.

5. **INSURANCE:** The Contractor shall keep in force at all times during the performance of the Contract insurance as required herein. Contractor shall not commence work under the Contract until the required insurance has been obtained and until the Village Board has been furnished with certificates of insurance stating that such policies will not be canceled, transferred or terminated prior written notice to the Village. The Contractor shall not allow any sub-contractor to commence work on any sub-contract until insurance as required by the Contract has been obtained and certificates furnished. All insurance shall be in form and substance and issued by companies satisfactory to the Village Board. The Contractor shall file with the Village the insurance policies where required and the certificates of insurance, acceptable to the Village, for the insurance coverages as set forth in the RFP.

- a. **Performance and Payment Bond:** The Contractor shall furnish to the Village a Performance and Payment Bond in form acceptable to the

Village payable to the Village, secured by a surety company acceptable to the Village, conditioned upon the faithful performance of all covenants and stipulations under the Contract. The amount of the bond shall be the equivalent of three (3) months' billing (2000 units). A letter of credit in form acceptable to the Village may be furnished in lieu of a performance bond.

- b. Protective Liability and Property Damage Insurance: The Contractor shall deliver to the Village a Village's Protective Liability Policy, or coinsurance, protecting the Village and its agents, officers/employees against loss from any liability for damages to property, or injury, or death, suffered by any person or persons in the course of, arising out of, or relating to the Contract or the performance of the work required to be performed by the Contractor. Coverage shall be not less than Three Million Dollars (\$3,000,000) per occurrence and aggregate for bodily injury or death nor less than One Million Dollars (\$1,000,000) for property damage. The insurance required above shall include contractual liability coverage.
- c. In addition, the Contractor shall maintain Comprehensive Automobile and General Liability Insurance, including employees non-ownership liability as follows: Bodily injury coverage shall be written for not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident; property damage - One Million Dollars (\$1,000,000) each accident. No policy containing a deductible will be accepted in satisfaction of this requirement, and every Certificate of Insurance shall state that no deductible exists.
- d. Notification: All insurance policies shall have a thirty (30) day notification clause of change in coverage.
- e. Workmen's Compensation Insurance: The Contractor shall furnish to the Village satisfactory proof that he has taken out for the period covered by the work under this Contract, full workmen's compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work contemplated under the Contract. Such insurance shall be maintained in full force and effect during the period covered by the Contract, and shall hold the Village free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.
- f. Notifications of Surety or Insurance Companies: The surety companies

and other signers of any of the bonds listed above, and all insurance companies, shall familiarize themselves with all of the conditions and provisions of the Contract, and they waive any right to notification of any change or modification of the Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Village or its authorized employees and agents under the terms of this Contract and failure to so notify the aforesaid surety companies or insurance companies of changes, shall in no way relieve the surety companies of their obligation under the Contract.

- g. Additional Insured: The Contractor shall furnish not less than one (1) copy of a Certificate of insurance for coverages required, with the Village and its officers, employees and agents named as an additional insured for all coverages, other than Worker's compensation and Employer's Liability coverage.
6. ACCIDENT NOTIFICATION: In the event of accidents of any kind which involve the general public and/or private or public property, the Contractor shall immediately notify the Village Manager and shall provide a full accounting of all details of the accident. Contractor shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.
7. HOLD HARMLESS AGREEMENT-Contract: The Contractor shall indemnify, save harmless and defend the Village, its officers, agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which exist or may hereafter accrue, directly or indirectly, for on or account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this Contract or otherwise relating to this Contract.
8. COMPLIANCE WITH APPLICABLE LAWS: All work is to be done in strict compliance with the performance specifications contained in the Contract and the RFP. All refuse, recyclables, and yard waste collected shall be removed and disposed of in accordance with all applicable statutes, laws, ordinances, rules and regulations. The Contractor shall comply with all applicable laws. In the

event that the Contractor shall fail to comply with all applicable laws, such conduct shall be considered a material breach of the Contract.

9. **CONTRACT DURATION:** The term of the Contract shall be three (3) years commencing February 1, 1999, and ending January 31, 2002.
10. **CONTRACT EXTENSION:** At the expiration of the initial term, the Contract shall, at the option of the Village to be invoked by the Village by giving written notice to the Contractor no less than 120 days prior to the expiration of the initial term, be extended for two years (extended term). The Contract shall remain in full force and effect, provided however, that the prices to be charged for the extended term may be increased at the inception of the extended term commensurate with the increase in the cost of living during the initial term, as well as commensurate with any increases in costs incurred by the Contractor during the initial term payable to third parties, such as tipping or disposal fees.
11. **TERMINATION:** The Contract may be terminated by the Village by giving the Contractor 180 days prior written notice or immediately if the Village Board reasonably determines that:
 - a. The Contractor has materially breached the Contract.
 - b. The Contractor has provided substandard service.
 - c. The Contractor has failed to promptly cure any problems with service after written notice from the Village.
 - d. The Village has received numerous service complaints which the Village Staff has investigated and confirmed to be bona fide complaints.
12. **FRANCHISE FEE:** The Contractor shall pay to the Village a franchise fee of \$6,000 on February 1, 1999, for the first year and \$3,000 for each subsequent year of the franchise payable on February 1 of each franchise year to defray the costs incurred by the Village in implementing and monitoring the franchise.
13. **FRANCHISE AWARDED:** Subject to the terms and conditions provided herein, Contractor is hereby granted an exclusive franchise for the collection and disposal of refuse, recyclables, and yard waste from all single-family residences within Long Grove.
14. **PERFORMANCE REQUIREMENTS:**

- a. All single-family residents will be included in the contract services.
- b. Collection of refuse, recyclables and yard waste will be as specified in the Option selected.
- c. The Contractor will submit route schedules for refuse, recycling, and yard waste collection for approval by the Village.
- d. The Contractor will be responsible for all billing. Residents will pay the Contractor directly.
- e. The Contractor will be responsible for handling all service complaints. All customer or citizen complaints shall be resolved by the end of the next working day. In case of a missed pickup that is the fault of the Contractor and that is reported to the Contractor by the Village or a resident, the Contractor shall collect the missed items from such residence within twenty-four (24) hours of notification. Such calls to the Contractor shall be logged by the Contractor and such log provided to the Village Manager on the 7th day of the following month. The Contractor shall supply the Village Manager monthly copies of all complaints received from residents on a form approved by the Village and indicate the disposition of each. The form should indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or a Saturday, it shall be serviced on the next working day. The complaint forms shall be provided to the Village Manager on the 7th day of the following month.
 - i. Once a quarter, a manager in charge of customer services is to meet with the Village Manager's Office to discuss that quarter's complaints, condition and cleanliness of equipment, employee driving records, and safety and accident records.
 - ii. Every six months, the Contractor shall mail customer satisfaction postcards, return postage paid, to a random 5% of customers. Copies of customer satisfaction postcards are to be promptly forwarded to the Village Manager's Office. The customer satisfaction postcard form is to be approved by the Village. In the alternative, Contractor shall implement and administer a quality assurance program which is mutually acceptable to the Village and

the Contractor.

- iii. It is a primary goal of the Contract that the residents be provided top-rate service.
- f. Collection days shall be selected by the Contractor and remain constant once selected unless a change is agreed to by the Village. Collection hours shall not be earlier than 7:00 a.m. and not later than 7:00 p.m. Monday through Friday. Non-collection due to agreed upon holidays or acts of God shall be the following day.
- g. All vehicles used for the collection of refuse, recyclables, and yard waste must be approved by the Village prior to use by the Contractor under and pursuant to this agreement and must be kept clean and in good repair.
- h. The Contractor shall meet with the Village Manager, or a designated representative, at least annually to discuss changes in technology, state, and federal regulations, implementation of the Lake County Solid Waste Management Plan, and other matters which may impact the conditions of the Contract.
- i. Refuse Collection:
 - i. Refuse materials to be collected and disposed of shall include domestic garbage, ashes, and other household trash including empty cartons, putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food and all other items which can be picked up by one person which do not readily fit into a garbage container and which are not provided for under the Special Waste Collection provisions of this agreement such as but not limited to toys and small appliances.
 - ii. The Contractor will keep track of the volume or weight of refuse collected and quarterly provide such information to the Village.
 - iii. The Contractor shall not be required to pickup earth, sod, rocks, concrete, and debris resulting from remodeling or construction of homes or any tree branches exceeding four (4) feet in length. This does not exclude small amounts of earth, sod, and rocks, and building materials resulting from "do-it-yourself" projects, if such are placed in refuse containers and the volume or weight limits are

not exceeded.

- iv. All refuse shall be removed from the Village by the close of each day of collection and shall be disposed of at lawfully operated sanitary landfill sites at the Contractor's expense.
- v. The Contractor will provide an annual spring clean-up beginning in April, 1999. This service will provide for the "End of Drive" collection and disposal of large and bulky items not ordinarily collected, provided that items which cannot be picked up by one person or exceed two hundred pounds such as stoves and refrigerators are excluded from this service. This service will be provided at no additional cost to any customer. This clean-up will be limited to a one week time period mutually agreed to. The Village will advertise the collection day for each area of the Village.

j. Recycling Collection

- i. Eighteen (18) gallon recycling containers have previously been distributed by the Village. Any additional containers needed will be provided to the residents by the Village at the resident's expense.
- ii. Materials to be collected for recycling will be as agreed to in the Proposal selected. Any addition or deletion of the above materials to be recycled must be approved by the Village.
- iii. It is understood that all recyclable materials must be placed by residents in the recycling containers or in other containers agreed upon by the Village and Contractor.
- iv. If improper materials are placed in a recycling container by a resident, the Contractor will not pick up those materials but will leave a form notice indicating the reason why they did not collect it.
- v. The Contractor will transport the recyclable materials and sell them to an agency or firm which will recycle the materials. The Contractor shall advise the Village of the name and location of the vendor receiving the recycled materials.

- vi. The Contractor will monitor the amounts of recyclable material removed from the waste stream and provide data to the Village on weekly set-out rates and monthly participation rates for recyclable materials, waste stream diversion rates, volume of recyclable materials collected, and market data for the materials. The above data shall be submitted quarterly.

k. Yard Waste Collection

- i. The Contractor shall collect yard waste consisting of grass clippings, leaves, garden foliage, and bundled brush. Bundled brush shall not exceed four (4) feet in length or two (2) feet in diameter and must be bound with biodegradable twine. Yard waste shall be collected from either reusable containers not exceeding thirty-three (33) gallons or in disposable, biodegradable thirty (30) gallon "Kraft" paper bags.
- ii. The Contractor shall keep track of the volume of yard waste collected and report this information quarterly to the Village.
- iii. The Contractor shall not collect any yard waste mixed with refuse.
- iv. All yard waste must be composted at a site approved by the Village.

l. Special Waste Collection

- i. Throughout the year, the Contractor shall be responsible for collecting large bulky items on a special fee basis. Large bulky items include but are not limited to:
 - (1) Appliances
 - (2) Furniture
 - (3) Construction, renovation debris not exceeding 2 cubic yards.
- ii. The Contractor shall publish a fee schedule for approval by the Village prior to the start of the Contract. Residents desiring to have the Contractor collect Special Waste shall make arrangements directly.

- m. Village Facilities: Refuse, recyclables and yard waste from the Village and related public facilities listed in Appendix One shall be collected by the Contractor on a once-per-week basis at no additional charge. Appropriate sized dumpsters, if needed, shall be furnished by the Contractor.
15. AUDIT: The Village shall have the right to audit the books and records of the Contractor from time to time as the Village deems reasonably necessary to determine whether the Contractor has complied and is complying with the provisions of this Contract and the Village Code.
16. TIME OF THE ESSENCE: Time is of the essence for the performance of the obligations of this Contract.
17. INDEPENDENT CONTRACTOR: Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Village. Contractor shall have exclusive right to control the details of the services and work performed hereunder in accordance with the terms of this Contract. Nothing herein shall be construed as creating a partnership or joint venture between Village and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the Village and no such person shall be entitled to any benefits available or granted to employees of the Village.
18. NON-ASSIGNMENT: Neither Contractor nor Village shall assign, transfer, convey, or otherwise hypothecate this Contract or their rights, duties or obligations hereunder or any part thereof without the prior written consent of the other which shall not be unreasonably withheld.

Dated December 8, 1998.

APPROVED:

WASTE MANAGEMENT OF ILLINOIS, INC.,
A Delaware Corporation

Tom Mangan, Dir. J.P.
000

ATTEST:

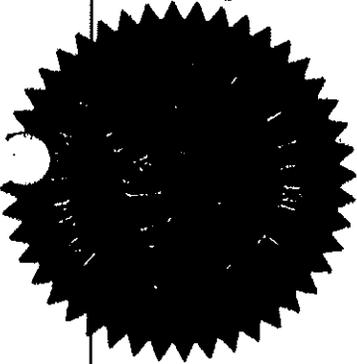
Rita Pulyp

VILLAGE OF LONG GROVE

Lenore J. Simmons
LENORE J. SIMMONS
VILLAGE PRESIDENT

ATTEST:

D. M. Doughty
D. M. Doughty
Deputy Clerk



APPENDIX ONE
VILLAGE PROPERTY REFUSE PICKUPS

3110 OLD MCHENRY ROAD

VILLAGE OFFICE & HALL

PUBLIC¹ TRASH BINS

HISTORIC BUSINESS DISTRICT

**3851 RFD
OLD MCHENRY ROAD**

PARK DISTRICT OFFICE

**1150 RFD
OLD MCHENRY ROAD**

FIRE DISTRICT OFFICE

¹AS DESIGNATED BY VILLAGE.

LONG\Lgarbagek

APPENDIX TWO
REQUEST FOR PROPOSAL

DRAFT October 1, 1998

**REQUEST FOR PROPOSAL
FOR
RESIDENTIAL REFUSE, RECYCLING AND
YARD WASTE COLLECTION, DISPOSAL
ADDENDUM**

**VILLAGE
OF
LONG GROVE, ILLINOIS 60047-9635**

Date of Issue October 14, 1998.

Prepared by:

**D. M. "CAL" DOUGHTY
Village Manager**

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REQUEST FOR PROPOSAL (RFP)

The Village of Long Grove (hereafter referred to as the "Village") will open sealed proposals at Village Hall, Old McHenry Road, 3110 RFD, Long Grove, Illinois 60047-9635, for the Residential Refuse, Recycling, and Yard Waste Contract at 10:00 a.m., on November 3, 1998.

BASIC SERVICES REQUIRED/RELEVANT INFORMATION

The waste hauler (hereafter referred to as "Contractor"), shall provide service for the collection and disposal of refuse for all single-family residences (approximately 2000 units), and for all Village-owned and leased buildings and property. Refer to Appendix One for list of location of Village facilities.

Collection location, method and frequency of the refuse, recyclables and yard waste shall be based on the selected proposal as indicated in the RFP Form of Proposal or as accepted in an alternate proposal submitted by the successful Contractor.

The Contractor shall also provide for the collection of recyclable materials as specified in this RFP and yard waste for all single-family residents and for all Village-owned and leased buildings.

The Contractor will be responsible for transporting and selling the recyclable materials. Proceeds from the sale of the recyclable materials shall be retained by the Contractor.

The Contractor shall provide for the separate "End of Drive" collection of yard waste to include grass clippings, leaves and bundled brush (maximum 4 foot length), for all residential units served. Reusable or biodegradable (30 gallon "Kraft" paper) containers will be used for grass clippings and leaves. The Contractor will be responsible for composting all yard waste.

The Contractor shall provide, at its cost, one Village-wide cleanup each year in the Spring, on a date to be determined by the Village. For this annual cleanup, the Contractor shall not be obligated to haul construction debris, yard waste, or appliances weighing more than 100 pounds .

A three-year contract is intended with prices to be specified for each year in the

Proposal submitted.

All work is to be done in strict compliance with the performance specifications contained in this RFP.

OBTAINING A RFP

Copies of the Contract Documents may be obtained from the Treasurer upon request.

RIGHT TO REJECT PROPOSALS

The Village Board reserves the right to reject any or all proposals and to waive technicalities or irregularities.

01 - Contractor'S KNOWLEDGE

Before submitting a Proposal, each prospective Contractor shall examine the Documents carefully, shall read the Specifications and all other proposed Contract Documents. Each proposer shall fully inform themselves prior to proposing as to existing conditions and limitations under which the work is to be performed. No allowance will be made to a prospective Contractor because of lack of such examination or knowledge. The submission of a Proposal will be considered as conclusive evidence that the prospective Contractor has made such examination.

02 - Contractor'S QUALIFICATIONS

As part of the Contractor's Proposal, the Contractor must provide the following information to be considered having submitted a responsive proposal.

A. The Contractor shall have available for use throughout the contract term an Illinois Environmental Protection Agency (IEPA) permitted sanitary landfill site or incinerator which is suitable for the disposal of all refuse collected under the terms of this contract. The proposed location shall be indicated in the Proposal.

B. The Contractor shall have available for use throughout the contract term an IEPA permitted composting facility which is suitable for all yard waste collected under the terms of this contract. The proposed location shall be indicated in the Proposal.

C. The Contractor shall have a sufficient number of enclosed leak-proof modern packer-type trucks, open body trucks, and recycling vehicles to provide for adequate refuse, yard waste, and recycling collection required under the terms of this contract.

Indicate the number and types of vehicles to be provided.

D. The Contractor shall have the necessary financial ability to satisfy the requirements placed upon him under the terms of this contract.

E. The Contractor shall be able to demonstrate previous successful experience in the collection, disposal and recycling of residential refuse, recyclables and yard waste in at least one other community having a population of 10,000 minimum.

F. The Contractor's financial statements for the previous two (2) years, a statement of experience (showing at least five (5) year's experience in the collection of residential refuse), copies of the most recent contracts with municipalities, agreements with landfill, incinerator, and composting facilities, a list of all equipment to be used, and pictures of representative collection vehicles to be used must be submitted with this proposal.

03 - METHOD OF PROPOSAL

In order to receive consideration, make Proposals in strict accordance with the following:

A. Make Proposals upon the forms provided herein, properly signed and with all items filled out. Provide the information requested in Item 2 (Contractor's Qualifications) on typed bond paper supplemented as need be with other documentation. Unauthorized conditions, limitations, or provisions attached to the required options may be cause for rejection.

B. Additional services, if proposed, should be stipulated in the space allotted in the Form of Proposal. If additional space is needed, attach typed page(s) clearly indicating that the page(s) are part of an alternate Proposal.

C. No telegraphic Proposal or telegraphic modification of a Proposal will be considered. No Proposals received after the time fixed for receiving them will be considered. Late Proposals will be returned to the Proposer unopened.

D. Address Proposals to the Village and deliver to the address given in the RFP on or before the date and hour set for receipt. Enclose the Proposal(s) in a sealed envelope bearing the title of the work, the name of the Proposer, and the date and hour of the Proposal opening. Submit only the original signed copy of the Proposal. It is the sole responsibility of the prospective Contractor to see that his Proposal is received on time.

04 - ADDENDA AND INTERPRETATIONS

A pre-proposal conference is planned for September 30, 1998 at the Village Hall, Old McHenry Road, 3110 RFD, Long Grove, IL 60047 at 10:00 a.m. All prospective proposers are strongly encouraged to attend this conference.

Following the pre-proposal conference, any request for interpretation of the meaning of the documents contained in the RFP or other Contract Documents shall be made to D. M. "Cal" Doughty, Village Manager, 3110 RFD, Long Grove, IL 60047. To be given consideration, such a request must be received at least seven (7) days prior to the due date for the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by certified mail, with return receipt requested, to all prospective Contractors at the respective addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the Proposals. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.

05 - SUBMISSION OF PROPOSALS

The Proposal, signed by a legally authorized representative of the Proposer, shall be submitted on copies of the enclosed "Form of Proposal". The closing date shall be November 2, 1998, at 10:00 A.M. The Proposal, the Proposal Bond, together with the supporting data required below, shall be submitted by the closing date in a sealed envelope or package bearing the return address of the Proposer and shall be addressed as follows:

To: Ms. Lee Althans, Treasurer
Village of Long Grove
3110 RFD
Long Grove, IL 60047-9635

Proposal For: REFUSE, RECYCLING AND YARD WASTE CONTRACT

06 - PROPOSAL SECURITY

Parties interested in proposing on the Refuse, Recycling and Yard Waste Contract with the Village should be advised that any Proposals submitted to the Village must include a Cashier's Check, Bank Draft or Certified Check in the amount of **Fifteen**

Thousand Dollars (\$15,000). The proposal bond shall be forfeited to the Village if either of the following events occurs:

- a. The proposer withdraws its proposal after the closing date but before the Village awards a contract to a proposer or rejects all proposals.
- b. If after the proposal is awarded, the Contractor fails or refuses to execute the Contract Agreement, or provide the required insurance certificates and bonds with 15 days of notice of award.

07 - INSURANCE

The successful Contractor will be required to file with the Village the insurance policies where required and the certificates of insurance, acceptable to the Village, for the insurance coverages as set forth in the Instructions to Proposers.

08 - MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn at any time prior to the closing date.

09 - EVALUATION OF PROPOSALS

To be considered responsive, each prospective Contractor must provide a Proposal for the service stipulated in Options One through Three. Alternate Proposals will be considered but are not required to be responsive. The Proposals will be evaluated primarily on cost but substantial consideration will be given to quality of service proposed, additional recyclable commodities offered and other additional services offered to successfully carry out the terms and conditions of the Contract. With respect to cost, as several options are being considered, the Village will determine which option is the most favorable overall for the residents to be served.

10 - Contractor'S BOND AND INSURANCE

A. Performance and Payment Bond

Upon award of Contract, the successful proposer shall furnish to the Village a Performance and Payment Bond in form acceptable to the Village payable to the Village, secured by a surety company acceptable to the Village, conditioned upon the faithful performance of all covenants and stipulations under the Contract Agreement. The amount of the bond shall be the equivalent of three (3) months' billing (2000

units).

B. Protective Liability and Property Damage Insurance

Prior to or at the time of the execution of the Contract Agreement, the successful proposer shall deliver to the Village, a Village's Protective Liability Policy, or coinsurance, protecting the Village and its agents, officers/employees against loss from any liability for damages to property, or injury, or death, suffered by any person or persons in the course of, arising out of, or relating to the Contract Agreement or the performance of the work required to be performed by the Contractor. Coverage shall be not less than Three Million Dollars (\$3,000,000) per occurrence and aggregate for bodily injury or death nor less than One Million Dollars (\$1,000,000) for property damage. The insurance required above shall include contractual liability coverage.

In addition, the Contractor shall maintain Comprehensive Automobile and General Liability Insurance, including employees non-ownership liability as follows: Bodily injury coverage shall be written for not less than One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident; property damage - One Million Dollars (\$1,000,000) each accident. No policy containing a deductible will be accepted in satisfaction of this requirement, and every Certificate of Insurance shall state that no deductible exists.

All insurance policies shall have a thirty (30) day notification clause of change in coverage.

C. Workmen's Compensation Insurance

Prior to or at the time of the execution of the Contract Agreement, the Contractor shall furnish to the Village satisfactory proof that he has taken out for the period covered by the work under this Contract, full workmen's compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work contemplated under the Contract Agreement. Such insurance shall be maintained in full force and effect during the period covered by the Contract Agreement, and shall hold the Village free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

D. Notifications of Surety or Insurance Companies

The surety companies and other signers of any of the bonds listed above, and all insurance companies, shall familiarize themselves with all of the conditions and provisions of the Contract Agreement, and they waive the right of special notification

of any change or modification of the Contract Agreement or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Village or its authorized employees and agents under the terms of this Contract Agreement and failure to so notify the aforesaid surety companies or insurance companies of changes, shall in no way relieve the surety companies of their obligation under the Contract Agreement.

E. Hold Harmless Agreement-Contract Agreement

The successful proposer, upon award of the contract, shall be required to execute the Contract Agreement, in which the Contractor shall hold harmless and indemnify the Village from any and all claims arising from or relating to the Contract Agreement, as well as the actions and omissions of the Contractor relating thereto.

11- COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws. In the event that the Contractor shall fail to comply with all applicable laws, such conduct shall be considered a material breach of the Contract Agreement.

12-EXECUTION OF CONTRACT

The successful Proposer shall, within fifteen (15) calendar days of the mailed written notice of selection, execute and deliver to the Village the Contract Agreement, in form provided by the Village, and provide all required insurance certificates and bonds.

14-CONTRACT DURATION

The term of the Contract Agreement shall be three (3) years commencing February 1, 1999, and ending January 31, 2002.

At the expiration of the initial term, the Contract Agreement shall, at the option of the Village to be invoked by the Village by giving written notice to the Contractor no less than 120 days prior to the expiration of the initial term, be extended for two years (extended term). The Contract Agreement shall remain in full force and effect, provided however, that the prices to be charged for the extended term may be increased at the inception of the extended term commensurate with the increase in the cost of living during the initial term, as well as commensurate with any increases in costs incurred by the Contractor during the initial term payable to third parties, such as tipping or disposal fees.

15-TERMINATION

The contract Agreement shall provide that it may be terminated by the Village by giving the Contractor 180 days prior written notice or immediately if the Village Board reasonably determines that:

- A. The Contractor has materially breached the Contract Agreement.
- B. The Contractor has provided substandard service.
- C. The Contractor has failed to promptly cure any problems with service after written notice from the Village.
- D. The Village has received numerous service complaints which the Village Staff has investigated and confirmed to be bona fide complaints.

16-FRANCHISE FEE

The Contractor shall pay to the Village a franchise fee of \$6,000 on February 1, 1999, for the first year and \$3,000 for each subsequent year of the franchise payable on February 1 of each franchise year to defray the costs incurred by the Village in implementing and monitoring the franchise.

FORM OF PROPOSAL

NAME OF Contractor _____

MAILING ADDRESS _____

RESPONSIBLE PERSON/TITLE _____

SERVICE SPECIFICATIONS

A. Refuse Collection

The point of collection and the frequency of collection will be as specified in the respective option.

B. Recyclable Commodities

The minimum commodities that must be collected separately once weekly and recycled include:

1. Newspaper
2. Aluminum beverage containers
3. Bi-metal and metal food containers
4. All #1-7 plastic containers
5. Corrugated cardboard
6. Chipboard
7. Magazines
8. Junk mail
9. Clear, brown and green glass

Additional recyclable commodities offered should be indicated under each Proposal Option.

C. Yard Waste

Yard waste, including grass clippings, leaves and bundled brush, shall be collected one time per week at the "End of Drive" during the time period of April 1 through December 1. Yard waste collection and disposal cost shall be provided through a subscription service per month (billed quarterly) for the months of April through December. Yard waste removal must be subscribed to for an entire quarter. It is not available as a single service for one month. The Village will consider other alternatives suggested by Contractor such as a per-bag or monthly option.

D. Residents with Disabilities

For residents that the Village certifies as having sufficient disability that no one in the household can place the refuse, recyclables or yard waste at the designated location, then the Contractor shall provide collection at a more convenient location without added charge. The Village shall designate no more than 50 households for this service.

E. Low Income Families

For low-income households designated by the Village, the Contractor shall provide once weekly service under the awarded Option at the lower price. The Village may designate no more than 50 households for low income rates.

F. Senior Citizen Discount

For once a week service only, households with no more than three occupants where at least one of the occupants who is also an owner of the property is 65 years old or older, the Contractor shall provide a 20% senior citizen discount from the charge which would otherwise be applicable for the service.

PROPOSAL OPTIONS

OPTION ONE

Method

Refuse and Recyclables and Yard Waste are to be by Subscription.

Location

- A. Refuse(unlimited quantity): Back Door of House
- B. Recyclables: End of Drive at Public or Private Road
- C. Yard Waste: End of Drive at Public or Private Road

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ¹	LOW INCOME	SUBSCRIPTION/ MONTH
YEAR 1	\$	\$	\$	\$
YEAR 2	\$	\$	\$	\$
YEAR 3	\$	\$	\$	\$

Additional services offered:

¹TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

OPTION TWO

Method

Refuse and Recyclables and yard Waste are to be by Subscription.

Location

- | | | |
|----|-----------------------------|--|
| A. | Refuse(unlimited quantity): | End of Drive at Public or Private Road |
| B. | Recyclables: | End of Drive at Public or Private Road |
| C. | Yard Waste: | End of Drive at Public or Private Road |

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ²	LOW INCOME	SUBSCRIPTION/ MONTH
YEAR 1	\$	\$	\$	\$
YEAR 2	\$	\$	\$	\$
YEAR 3	\$	\$	\$	\$

Additional services offered:

²TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

OPTION THREE

Method

Refuse and Recyclables and yard Waste are to be by Subscription.

Location

- A. Refuse(unlimited quantity): Back Door of House
- B. Recyclables: Back Door of House
- C. Yard Waste: End of Drive at Public or Private Road

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ³	LOW INCOME	SUBSCRIPTION/ MONTH
YEAR 1	\$	\$	\$	\$
YEAR 2	\$	\$	\$	\$
YEAR 3	\$	\$	\$	\$

Additional services offered:

³TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

PERFORMANCE REQUIREMENTS

1. All single-family residents will be included in the contract services.
2. Collection of refuse, recyclables and yard waste will be as specified in the Option selected.
3. The Contractor will submit route schedules for refuse, recycling, and yard waste collection for approval by the Village.
4. The Contractor will be responsible for all billing. Residents will pay the Contractor directly.
5. The Contractor will be responsible for handling all service complaints. All customer or citizen complaints shall be resolved by the end of the next working day. In case of a missed pickup that is the fault of the Contractor and that is reported to the Contractor by the Village or a resident, the Contractor shall collect the missed items from such residence within twenty-four (24) hours of notification. Such calls to the Contractor shall be logged by the Contractor and such log provided to the Village Manager on the 7th day of the following month. The Contractor shall supply the Village Manager monthly copies of all complaints received from residents on a form approved by the Village and indicate the disposition of each. The form should indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or a Saturday, it shall be serviced on the next working day. The complaint forms shall be provided to the Village Manager on the 7th day of the following month.
 - a. Once a quarter, a manager in charge of customer services is to meet with the Village Manager's Office to discuss that quarter's complaints, condition and cleanliness of equipment, employee driving records, and safety and accident records.
 - b. Every six months, the Contractor shall mail customer satisfaction postcards, return postage paid, to a random 5% of customers. Copies of customer satisfaction postcards are to be promptly forwarded to the Village Manager's Office. The customer satisfaction postcard form is to be approved by the Village. In the alternative, Contractor shall implement

and administer a quality assurance program which is mutually acceptable to the Village and the Contractor.

- c. It is a primary goal of the Contract Agreement that the residents be provided top-rate service.
6. Collection days shall be selected by the Contractor and remain constant once selected unless a change is agreed to by the Village. Collection hours shall not be earlier than 7:00 a.m. and not later than 7:00 p.m. Monday through Friday. Non-collection due to agreed upon holidays or acts of God shall be the following day.
7. All vehicles used for the collection of refuse, recyclables, and yard waste must be approved by the Village prior to use by the Contractor under and pursuant to this agreement and must be kept clean and in good repair.
8. The Contractor shall meet with the Village Manager, or a designated representative, at least annually to discuss changes in technology, state, and federal regulations, implementation of the Lake County Solid Waste Management Plan, and other matters which may impact the conditions of the contract.
9. The Contractor shall faithfully adhere to existing and future federal state, and local laws and regulations involving solid waste, recycling, composting, etc.

Refuse Collection

1. Refuse materials to be collected and disposed of shall include domestic garbage, ashes, and other household trash including empty cartons, putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food and all other items which can be picked up by one person which do not readily fit into a garbage container and which are not provided for under the Special Waste Collection provisions of this agreement such as but not limited to toys and small appliances.
2. The Contractor will keep track of the volume or weight of refuse collected and quarterly provide such information to the Village.
3. The Contractor shall not be required under the contract to pickup earth, sod, rocks, concrete, and debris resulting from remodeling or construction of homes or any tree branches exceeding four (4) feet in length. This does not exclude

small amounts of earth, sod, and rocks, and building materials resulting from "do-it-yourself" projects, if such are placed in refuse containers and the volume or weight limits are not exceeded.

4. All refuse shall be removed from the Village by the close of each day of collection and shall be disposed of at lawfully operated sanitary landfill sites at the Contractor's expense.
5. The Contractor will provide an annual spring clean-up beginning in April, 1999. This service will provide for the "End of Drive" collection and disposal of large and bulky items not ordinarily collected, provided that items which cannot be picked up by one person or exceed two hundred pounds such as stoves and refrigerators are excluded from this service. This service will be provided at no additional cost to any customer. This clean-up will be limited to a one week time period mutually agreed to. The Village will advertise the collection day for each area of the Village.

Recycling Collection

1. Eighteen (18) gallon recycling containers have previously been distributed by the Village. Any additional containers needed will be provided to the residents by the Village at the resident's expense.
2. Materials to be collected for recycling will be as agreed to in the Proposal selected. Any addition or deletion of the above materials to be recycled must be approved by the Village.
3. It is understood that all recyclable materials must be placed by residents in the recycling containers or in other containers agreed upon by the Village and Contractor.
4. If improper materials are placed in a recycling container by a resident, the Contractor will not pick up those materials but will leave a form notice indicating the reason why they did not collect it.
5. The Contractor will transport the recyclable materials and sell them to an agency or firm which will recycle the materials. The Contractor shall advise the Village of the name and location of the vendor receiving the recycled materials.
6. The Contractor will monitor the amounts of recyclable material removed from the waste stream and provide data to the Village on weekly set-out rates and

monthly participation rates for recyclable materials, waste stream diversion rates, volume of recyclable materials collected, and market data for the materials. The above data shall be submitted quarterly.

Yard Waste Collection

1. The Contractor shall collect yard waste consisting of grass clippings, leaves, garden foliage, and bundled brush. Bundled brush shall not exceed four (4) feet in length or two (2) feet in diameter and must be bound with biodegradable twine. Yard waste shall be collected from either reusable containers not exceeding thirty-three (33) gallons or in disposable, biodegradable thirty (30) gallon "Kraft" paper bags.
2. The Contractor shall keep track of the volume of yard waste collected and report this information quarterly to the Village.
3. The Contractor shall not collect any yard waste mixed with refuse.
4. All yard waste must be composted at a site approved by the Village.

Special Waste Collection

Throughout the year, the Contractor shall be responsible for collecting large bulky items on a special fee basis. Large bulky items include but are not limited to:

- A. Appliances
- B. Furniture
- C. Construction, renovation debris not exceeding 2 cubic yards.

The Contractor shall publish a fee schedule for approval by the Village prior to the start of the contract. Residents desiring to have the Contractor collect Special Waste shall make arrangements directly.

Village Facilities

Refuse, recyclables and yard waste from the Village and related public facilities listed in Appendix One shall be collected by the Contractor on a once-per-week basis at no additional charge. Appropriate sized dumpsters, if needed, shall be furnished by the Contractor.

APPENDIX ONE
VILLAGE PROPERTY REFUSE PICKUPS

3110 OLD MCHENRY ROAD

VILLAGE OFFICE & HALL

PUBLIC⁴ TRASH BINS

HISTORIC BUSINESS DISTRICT

3851 RFD
OLD MCHENRY ROAD

PARK DISTRICT OFFICE

1150 RFD
OLD MCHENRY ROAD

FIRE DISTRICT OFFICE

⁴AS DESIGNATED BY VILLAGE.

DRAFT December 3, 1998

APPENDIX THREE
CONTRACTOR'S BID

FORM OF PROPOSAL

NAME OF Contractor

Waste Management

MAILING ADDRESS

PO Box 278

Franklin Park, Illinois

60131

RESPONSIBLE PERSON/TITLE

Robert Stob

Municipal Marketing Manager

SERVICE SPECIFICATIONS

A. Refuse Collection

The point of collection and the frequency of collection will be as specified in the respective option.

B. Recyclable Commodities

The minimum commodities that must be collected separately once weekly and recycled include:

1. Newspaper
2. Aluminum beverage containers
3. Bi-metal and metal food containers
4. All #1-7 plastic containers
5. Corrugated cardboard
6. Chipboard
7. Magazines
8. Junk mail
9. Clear, brown and green glass

Additional recyclable commodities offered should be indicated under each Proposal Option.

C. Yard Waste

Yard waste, including grass clippings, leaves and bundled brush, shall be collected one time per week at the "End of Drive" during the time period of April 1 through **December 1**. Yard waste collection and disposal cost shall be provided through a subscription service per month (billed quarterly) for the months of April through December. Yard waste removal must be subscribed to for an entire season. It is not available as a single service for one month. The Village will consider other alternatives suggested by Contractor such as a per-bag or monthly option.

D. Residents with Disabilities

For residents that the Village certifies as having sufficient disability that no one in the household can place the refuse, recyclables or yard waste at the designated location, then the Contractor shall provide collection at a more convenient location without added charge. The Village shall designate no more than 50 households for this service.

E. Low Income Families

For low-income households designated by the Village, the Contractor shall provide once weekly service under the awarded Option at the lower price. The Village may designate no more than 50 households for low income rates.

F. Senior Citizen Discount

For once a week service only, households with no more than three occupants where at least one of the occupants who is also an owner of the property is 65 years old or older, the Contractor shall provide a 20% senior citizen discount from the charge which would otherwise be applicable for the service.

PROPOSAL OPTIONS

OPTION ONE**Method**

Refuse and Recyclables and Yard Waste are to be by Subscription.

Location

- | | | |
|----|-----------------------------|--|
| A. | Refuse(unlimited quantity): | Back Door of House |
| B. | Recyclables: | End of Drive at Public or Private Road |
| C. | Yard Waste: | End of Drive at Public or Private Road |

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ¹	LOW INCOME	SUBSCRIPTION/ MONTH
YEAR 1	\$ 14.30	\$ 19.80	\$ 11.44	\$ 3.75
YEAR 2	\$ 14.80	\$ 20.49	\$ 11.84	\$ 3.90
YEAR 3	\$ 15.31	\$ 21.20	\$ 12.35	\$ 4.05

Additional services offered:

** Yard Waste to be billed to the resident April-December only

¹TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

OPTION TWO

Method

Refuse and Recyclables and yard Waste are to be by Subscription.

Location

- A. Refuse(unlimited quantity): End of Drive at Public or Private Road
- B. Recyclables: End of Drive at Public or Private Road
- C. Yard Waste: End of Drive at Public or Private Road

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ²	LOW INCOME	SUBSCRIPTION/ MONTH
YEAR 1	\$ 13.05	\$ 17.30	\$ 10.44	\$ 3.75
YEAR 2	\$ 13.50	\$ 17.90	\$ 10.80	\$ 3.90
YEAR 3	\$ 13.97	\$ 18.52	\$ 11.18	\$ 4.05

Additional services offered:

** Yard Waste to be billed to the resident April-December only

²TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

OPTION THREEMethod

Refuse and Recyclables and yard Waste are to be by Subscription.

Location

- A. Refuse(unlimited quantity): Back Door of House.
 B. Recyclables: Back Door of House
 C. Yard Waste: End of Drive at Public or Private Road

RATE PER HOUSEHOLD PER MONTH				
	REFUSE AND RECYCLABLES			YARD WASTE
	ONCE WEEKLY	TWICE WEEKLY ³	LOW INCOME	SUBSCRIPTION/ MONTH.
YEAR 1	\$ 23.05	\$ 26.93	\$ 18.44	\$ 3.75
YEAR 2	\$ 23.85	\$ 27.87	\$ 19.08	\$ 3.90
YEAR 3	\$ 24.68	\$ 28.84	\$ 19.75	\$ 4.05

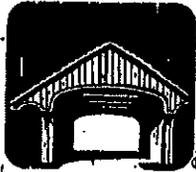
Additional services offered:

** Yard Waste to be billed to the resident April-December only

³TWICE WEEKLY FOR REFUSE BUT ONLY ONCE WEEKLY FOR RECYCLABLES.

PERFORMANCE REQUIREMENTS

1. All single-family residents will be included in the contract services.
2. Collection of refuse, recyclables and yard waste will be as specified in the Option selected.
3. The Contractor will submit route schedules for refuse, recycling, and yard waste collection for approval by the Village.
4. The Contractor will be responsible for all billing. Residents will pay the Contractor directly.
5. The Contractor will be responsible for handling all service complaints. All customer or citizen complaints shall be resolved by the end of the next working day. In case of a missed pickup that is the fault of the Contractor and that is reported to the Contractor by the Village or a resident, the Contractor shall collect the missed items from such residence within twenty-four (24) hours of notification. Such calls to the Contractor shall be logged by the Contractor and such log provided to the Village Manager on the 7th day of the following month. The Contractor shall supply the Village Manager monthly copies of all complaints received from residents on a form approved by the Village and indicate the disposition of each. The form should indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or a Saturday, it shall be serviced on the next working day. The complaint forms shall be provided to the Village Manager on the 7th day of the following month.
 - a. Once a quarter, a manager in charge of customer services is to meet with the Village Manager's Office to discuss that quarter's complaints, condition and cleanliness of equipment, employee driving records, and safety and accident records.
 - b. Every six months, the Contractor shall mail customer satisfaction postcards, return postage paid, to a random 5% of customers. Copies of customer satisfaction postcards are to be promptly forwarded to the Village Manager's Office. The customer satisfaction postcard form is to be approved by the Village. In the alternative, Contractor shall implement and administer a quality assurance program which is mutually



VILLAGE OF LONG GROVE

DEC 16 1998

COPY

4258368

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

C E R T I F I C A T E

MIKE BECK, being first duly sworn on oath deposes and says that he is the Clerk of the Village of Long Grove, Illinois and the keeper of the papers, documents and records of said Village; that the foregoing is a true and correct copy of a certain Ordinance adopted by the President and Board of Trustees of the Village of Long Grove at their regular meeting held at the office

of the Village on the 8th day of December, 1998.

ORDINANCE NO: 98-10-27
Mike Beck
Mike Beck

Subscribed and sworn to before me this 11th day of December, 1998.

Dwayne M. Doughty
NOTARY PUBLIC

"OFFICIAL SEAL"
DWAYNE M. DOUGHTY
Notary Public, State of Illinois
My Commission Expires July 8, 2001

3110 RFD • LONG GROVE, ILLINOIS 60047-9635
(847) 634-9440 Fax: (847) 634-9408

D.M. "Cal" Doughty, Village Manager