THE CITY OF ROCKFORD ILLINOIS, USA

Carrie Eklund
Central Services Manager
Finance Department

REQUEST FOR PROPOSALS
GARBAGE COLLECTION AND DISPOSAL
RFP NO.: 913-CD-130

9/25/13

Name of Proposing Firm: _____

Address _____ City: _____ State: ____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Thursday, October 17, 2013

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Mandatory Pre-bid Meeting 10:30 a.m., Local Time, Tuesday, October 8, 2013

Bid Deposit/Bid Bond:	YES
Prevailing Wage	NO
Performance Bond:	YES

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.

2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.

3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)–Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.

4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.

5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.

6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.

7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.

8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.

9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

27. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. Apprenticeship Requirement. For construction contracts over $50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of Kotecki v. Cyclops Welding Corp., 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

BID REQUIREMENTS FOR EQUAL EMPLOYMENT OPPORTUNITY

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.

2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.

3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
   Note: The number of employees must be entered under each category (no check marks)

   Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:
   Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.
   Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.
   Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.
   American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.

5. Certificate of Non-Barred Bidding

6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;

b. Withholding or delaying payment on the contractor or;

c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME: _____

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---
(No Check Marks Or Bid Will Not Be Accepted)

	MALES					FEMALES				
ALL JOB CLASSIFICATIONS	**W**	**B**	**H**	**A**	**I**	**W**	**B**	**H**	**A**	**I**

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is: _____

Must Provide Expiration Date: _____

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____ City-Certified? Yes ____ No ____

Women Business Enterprise _____ City Certified? Yes ____ No ____

Neither _____

(Revised 12/21/09)

Subcontractor/Leased Operator of Equipment Detail Form
City of Rockford

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Subcontractor/Leased Operator Information Please provide business name and address, and a contact person.	**Type of Work Supplied** Describe the work the subcontractor/leased operator will perform for this contract.	**MBE/WBE Business?**	**Dollar Amount**	**Subcontract Percent of Bid Total**
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %

The bidder intends to Subcontract/Lease Operators of Equipment for _____% of the total contract with MBE/WBE firms.

_____ _____ _____

Signed Title Date

Supplier Detail Form
City of Rockford

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information Please provide business name and address, and a contact person.	**Type of Product Supplied** Describe the product the supplier w provide for this contract.	**MBE/WBE Business?**	**Dollar Amount of Supply Contract**	**Supplier Percent of Bid Total**
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %
Name _____ *Address* _____ *City, State* _____ *Contact* _____	_____	Y ☐ N ☐	$ _____	_____ %

The bidder intends to procure _____% of the total contract from MBE/WBE firms.

_____ _____ _____

Signed Title Date

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

1.0 DEFINITIONS

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

1.1 "Bulk Waste" items or bulky items or similar items shall include all items of Refuse that are too large to be normally containerized into a Container for Refuse such as mattress, bed spring, sofa or couch. Bulk waste shall not include any item containing Freon 12, Freon 22, or any chlorofluorocarbons, such as refrigerator, freezer, dehumidifier or air conditioner, excepting if such an appliance has affixed a Freon free certification from a licensed refrigeration specialist. Bulk waste shall not include non-containerized garbage, loose and scattered trash. Bulk waste shall not include construction or demolition debris, E-waste, tires or any other prohibited waste.

1.2 "City" shall mean the City of Rockford, Illinois, a municipal corporation, acting through its duly appointed officers, employees, agents and representatives.

1.3 "City Council" shall mean the City Council of the City of Rockford, Illinois.

1.4 "Code of Ordinances" shall mean the City of Rockford Code of Ordinances; inclusive of Chapter 13, health and Sanitation, and Article III.

1.5 "Construction and Demolition Debris" shall mean waste generated from construction or demolition activities which includes materials such as carpet, wood, shingles, wallboard, piping, metal or glass.

1.6 "Containers for Recyclables" shall mean a toter furnished in accordance with this contract of no less than 95 gallons which shall be dedicated solely for the collection of Recyclables.

1.7 "Containers for Refuse" shall mean a toter furnished in accordance with this contract, of either 65 or 95 gallons, intended for the collection of refuse. In addition, when an individual household produces refuse beyond the capacity of the provided toter, refuse may include containers of galvanized steel or heavy duty plastic cans which have a twenty (20) to forty (40) gallon capacity and are equipped with a tight fitting lid, or extra heavy duty plastic bags with a minimum strength of fifty (50) pounds. All bags shall be securely fastened so as to prevent spillage.

1.8 "Containers for Yard Waste" shall mean 40 gallon (six (6) bushels) biodegradable 2-ply kraft paper bags, or refuse containers of galvanized steel or heavy duty plastic cans with a bold "X" on the container or brush bundled with string or twine. The dimensions of the bundle shall not exceed 2 feet in diameter, 4 feet in length or weigh an excess of fifty (50) pounds per bundle.

1.9 "Contractor" shall mean the corporation, company, partnership, firm, or individual that is awarded the bid for Refuse, Recyclable and Yard Waste Collection and its, his, or their duly authorized representatives.

1.10 "Date of Contract," or equivalent words, shall mean the date written in the first paragraph of the Contract Agreement.

1.11 "Day" or "days," unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.

1.12 "Director" shall mean the Director of Community and Economic Development of the City of Rockford, Illinois, or his duly authorized representative.

1.13 "E-Waste" shall mean electronic products, such as computers, televisions, VCRs, stereos, copiers, fax machines and other common electronic products nearing the end of their "useful life".

1.14 "Family Unit" shall mean any number of individuals living and cooking food together on the premises as a single housekeeping unit.

1.15 "Finance Director" shall mean the Director of Finance of the City of Rockford, Illinois.

1.16 "Landfill" shall mean the sanitary landfill site that has been permitted by appropriate Federal, State and Local authorities specified as the disposal site by the Contractor in their proposal.

1.17 "Potentially Infectious Medical Waste (PIMW)" shall mean waste generated in connection with the diagnosis, treatment (i.e., provision of medical services), or immunization of human beings or animals; research pertaining to the provision of medical services; or the provision or testing of biologicals.

1.18 "Prohibited Waste" shall include any hazardous substance, hazardous waste, industrial process waste, commercial waste, building or demolition waste, hazardous hospital waste, yard waste, pollution control waste, potentially infectious medical waste, Special Wastes, and used oil, all as defined by Illinois law from time to time. Prohibited waste shall also include Recyclables which are properly prepared and placed for collection as Recyclables.

1.19 "Recyclables" shall include but not be limited to, newspaper, magazines, home office paper, corrugated cardboard, chipboard, catalogs, wet strength carrier stock, aluminum cans, steel and bi-metal cans, all #2 HDPE containers, all #1 PET containers, green, brown, and clear glass bottles, brown kraft paper bags, frozen food paper packages, juice boxes, all #3 PVC plastics, all #4 LDPE plastics, all #5 polypropylene plastics, all #6 polystyrene plastics, and #7 plastics, formed steel and formed aluminum containers.

1.20 (a) "Refuse" means all discarded and unwanted putrescible and non-putrescible household and kitchen wastes, including, but not limited to, food, food residues, and materials necessarily used for packaging, storing, preparing, and consuming same, usually called "garbage"; and all combustible and non-combustible waste materials resulting from the routine of domestic housekeeping, including, but not limited to, aluminum and steel cans; glass containers; plastic containers; crockery and other containers; medical waste generated as general household waste, metal; paper of all types, including newspapers, books, magazines, and catalogs; boxes and cartons; cold ashes; furniture, furnishings, and fixtures; small household appliances of all kinds; textiles and leather; dead animals and animal waste; toys and recreational equipment; and similar items.

(b) Refuse shall specifically exclude Prohibited Waste.

(c) The terms "garbage", "rubbish", "solid waste", "trash", and "waste" are synonymous with Refuse unless otherwise more specifically defined (for example, "yard waste").

1.21 "Residential Unit" shall mean buildings; include house trailers or mobile homes, used as living quarters for four or less Family Units. A Residential Unit shall not include hotels, motels, boarding or lodging houses, or apartment buildings which have living quarters for five (5) or more Family Units. The Director shall have the authority to determine the status of a building as a "Residential Unit".

1.22 "Special Wastes" shall mean all wastes which are not defined as "refuse". "Special Wastes" shall include but not be limited to liquid wastes, hot ashes, construction and demolition wastes, tires, e-waste, medical waste, industrial wastes, any items or containers which weigh over fifty (50) pounds, and wastes from business or commercial enterprises.

1.23 "Subcontractor" shall mean and refer only to a corporation, partnership, firm or individual having a direct contract with the Contractor for performing work in connection with this contract.

1.24 "Ton" shall mean a short ton of 2,000 pounds.

1.25 "Toter" shall mean a 65 or 95 gallon 2-wheeled cart capable of being used for automated curbside collection.

1.26 "White Goods" shall mean items falling under the classification of appliances, including refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances, which have not had banned components removed. Those banned

components include mercury switches, chlorofluorocarbon (CFC), refrigerant gas (Freon), and polychlorinated biphenyls (PCBs).

1.27 "Yard Waste" shall include all items that must be diverted from the landfill in order to comply with the requirements of Public Act and House Senate Bills PA-1430 (SB-1599), and PA-85-1429 (HB-3800). Those items include grass, leaves, pruning, twigs and branches. Yard Waste shall not include garden waste, table scraps, putrescible waste or garbage, or tree limbs and stumps exceeding four (4) inches in diameter.

2.0 GENERAL CONDITIONS

2.1 CONTRACTOR'S OBLIGATIONS:

A. In strict accordance with the terms of this Contract (including the General and Special Conditions and Specifications below) and at its sole cost and expense, the Contractor shall provide all of the labor, materials, necessary tools, expendable equipment, supplies, vehicles, transportation services, and recyclable processing and yard waste disposal arrangements required to perform and complete the collection and disposal of Refuse and Yard Waste and the collection and processing of Recyclables from Residential Units within the corporate limits of the City and any territory hereinafter annexed.

B. Any contracts between the Contractor and businesses, commercial operations, multi-family rental buildings in excess of four (4) units, institutions, schools, or industries and units of government or agencies thereof, shall include a provision that such contract shall not interfere with the terms and conditions set forth under this Contract.

C. Should the City elect billing on a per ton basis, the Contractor shall be prohibited from mixing any waste from any City residential route with any commercially generated waste or waste from households outside the City limits. If collection is done on a per household basis, this restriction will not apply.

D. On a monthly basis, the Contractor shall provide an electronic file to be compared with the City's records for verification that collection and billing are occurring accurately. The file format will be discussed with and mutually agreed upon prior to the contract start date, and any costs associated with providing data in a format agreeable to the City will be borne by the Contractor.

2.2 TERM OF CONTRACT:

A. This contract shall become effective on the first day of January, 2014, and shall remain in full force and effect through the 31st day of December, 2020. The Contractor shall provide a price for the first year of the contract (January 1, 2014-December 31, 2014). The price for the subsequent years of the contract shall be adjusted automatically by the City according to the change in the consumer price index for all urban areas (CPI-U) from the previous year.

B. At the expiration of the initial contract term or any extension thereof, the City, at its sole discretion, may extend the contract for up to two (2) periods of three (3) years each upon approval by City Council at the bid price for the option years by delivering written notice of its intent to extend delivery to Contractor at least six (6) months prior to the expiration date of this contract. The bid price for the option years shall be adjusted annually in the same manner as the original contract period.

2.3 PAYMENT:

A. Contractor shall submit a monthly billing complete with documentation justifying the basis for the billing. The documentation shall include the number of tons or households collected each collection day, listed by date, during the period the invoice represents. Sample invoices shall be provided with the Contractor's proposal. Invoicing will reflect the billing method chosen by the City.

B. Payment will be made on a monthly basis within thirty (30) days after billing by the Contractor, or at the time of the City's next regular payment cycle.

C. Thirty (30) days after the expiration of this contract, all moneys due the Contractor held by the City in excess of a sufficient sum retained to cover any claims or Liquidated Damages, verified or otherwise, filed with the Finance Director due to or arising out of this Contract, a sufficient sum to meet and discharge the claims of material, equipment and supply men, laborers and costs of action and sufficient sum to pay any bills due the City, shall be paid to the said Contractor.

D. The Contractor shall pay all lawful bills rendered against him by the City of Rockford. If the Contractor shall fail to pay such bill within thirty (30) days, the City may deduct the amount thereof from amounts due and owing the Contractor.

2.4 CONTRACTOR'S ACCIDENT PREVENTION:

A. The Contractor shall comply with the safety provisions of all applicable laws, regulations and building codes, including, without limitation, the installation and maintenance of safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

B. The Contractor shall exercise precaution at all times to protect the safety of persons and property.

C. The Contractor shall immediately notify the City of any accident of any kind which involves the general public or private or public property which occurs during the performance of this Agreement.

D. Upon City's request, the Contractor shall provide the City with a written report including the details of any such accident.

2.5 DAMAGE TO PRIVATE AND/OR PUBLIC PROPERTY:

A. The Contractor shall take all necessary precautions to protect public and private property during the performance of this Agreement.

B. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to toters, waste receptacles, sod, mailboxes, or driveways, curbs, hydrants, signs, or roadway infrastructure, which are damaged by the Contractor.

C. Such property shall be repaired or replaced, at no charge to the property owner, as soon as practicable with property of the same or equivalent value at the time of the damage.

D. If the Contractor fails to repair or replace damaged property within a reasonable period of time, the City may, but shall not be obligated to, repair or replace such damaged property, and the Contractor shall fully reimburse the City for any of its reasonably incurred expenses.

E. The Contractor shall reimburse the City for any such expenses within ten (10) days of receipt of the City's invoice.

2.6 INSPECTION:

A. The City may appoint such Inspectors as it deems proper to inspect the work performed and Contractor's facilities for compliance with the contract documents. The Contractor shall furnish all reasonable assistance required by the Inspectors for the proper inspection of the work.

B. Inspectors and other authorized representative of the City shall be free at all times to perform their duties. Any attempted intimidation of one of them by the Contractor or his employees shall be sufficient reason, if the City so decides, to terminate the contract.

C. Such inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the contract.

2.7 COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS:

A. The Contractor shall be familiar with, observe and comply with all ordinances, laws, and regulations which in any manner affect those engaged or employed in the work, or the materials, facilities or equipment used in the proposed work, or which in any way affect the conduct of the work, and shall protect and indemnify the City and its officers and agents against any claim of liability arising from or based on any violation of same.

B. If the Contractor shall discover any provision in the specifications of the contract which is contrary to or inconsistent with any law, ordinance or regulation, he shall forthwith report it to the Director in writing.

C. Amendments to existing regulatory laws and ordinances and enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate his obligations hereunder, unless said amendments make the completion of this contract impossible.

2.8 TAXES, LICENSES AND PERMITS:

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or Contractor in connection with the Contractor's facilities and the work included in this contract and shall obtain, maintain and pay for all licenses, permits, certificates of authority, and inspections required for the work during the term of the Contract.

2.9 INDEPENDENT CONTRACTOR:

A. The Contractor shall be responsible for the complete supervision and control of his Subcontractors. Notice to the Contractor shall be considered notice to the Subcontractors.

B. The Contractor is, and shall remain for all purposes, an independent contractor, and its officers, employees, agents, or consultants shall not be deemed employees of the City, nor shall they be entitled to any separate payment of salary, wages, or any employee benefits available to employees of the City.

C. The Contractor shall be solely responsible for any salaries, wages, benefits, fees or other compensation which it may obligate itself to pay to any of its employees or consultants.

2.10 TITLE TO REFUSE, REFUSE, RECYCLABLES AND YARD WASTE:

Title to all refuse and landscape waste and all other incidents of ownership of the waste materials shall pass to the Contractor when such materials are placed into the collection vehicle.

2.11 ASSIGNMENT AND SUBCONTRACTING:

A. The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of the City Council, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the City has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the consent of the City Council.

B. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered and materials supplied for the performance of the work and to any claims of the City arising out of or under this contract.

C. Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract should be immediately terminated by the Contractor upon written notice from the City. The Contractor shall be as fully responsible and accountable to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by him, as he is for the acts and omissions of person directly employed by him.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the City. The Contractor and his Surety alone shall be held responsible for the full and faithful performance of this contract.

2.12 PERFORMANCE BOND:

A. The Contractor shall provide a performance bond to the City of Rockford to protect said City, and also to protect anyone who may perform or cause to be performed any work or labor, or furnish or cause to be furnished any skill, labor, equipment, or material in the execution of such contract, which bond shall be signed by the Contractor and a surety company as surety, and shall be in an amount equal to the estimated value of one year of the contract. The bond shall at all times be kept in full force and effect; said surety company shall have a Best Insurance Rating of A or better and a letter so stating shall accompany any bid forms.

B. The condition of which bond shall be that the Contractor shall fully and faithfully perform all provisions of the contract and the specifications and shall pay all laborers, mechanics and subcontractors and material men, and all persons who shall supply such person or persons, or subcontractors with provision and supplies for the performance of the contract; provided that the bond shall not be security for money loaned or advanced to the Contractor, subcontractor or other person in the performance of the contract.

C. A performance bond continuation certificate shall be delivered to the city at least thirty (30) days before the expiration of the bond. Failure to provide a continuation certificate thirty (30) days before expiration of the bond shall constitute default on the part of the Contractor and shall be sufficient grounds for immediate termination of the contract by the City.

2.13 GENERAL INDEMNIFICATION:

A. The Contractor shall indemnify, keep and save harmless the City and its respective officers, agents and employees against all suits or claims that may be based upon any injury or damage to persons or property that my occur, or that may be alleged to have occurred, in the course of the performance of

this contract by the Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees, or his subcontractors or his or their agents or in connection with any claim based on lawful demands of subcontractor, workmen, material men or supplies; and whether or not the persons injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officer, agents or employees.

B. When requested by the City, the contractor shall submit satisfactory evidence that all persons, firms or corporations who have done work or furnished supplies under this contract for which the City may become liable under the laws of the State of Illinois, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount may be retained from money due the Contractor which will be sufficient, in the opinion of the City, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

2.14 CERCLA INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify, defined, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including, without limitation, costs of response, removal, remediation, investigation, property damage, person injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended from time to time, and all other applicable statutes, regulations, ordinances, and under common law, for any release or threatened release of hazardous waste or hazardous substances within any waste material which is:

- improperly collected by the Contractor, or
- not delivered to the Landfill or,
- in the case of Recyclables or Yard Waste, not properly handled or processed by the Contractor in violation of this Contract.

2.15 INSURANCE:

Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must

maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

1. Commercial General Liability - The coverage available to the City, as Additional Insured, shall not be less than $1 million each occurrence, $2 million general aggregate (subject to a per project general aggregate provision applicable to the project), $2 million products/completed operations aggregate and $1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
2. Umbrella Liability - The coverage available to the City, as Additional Insured, shall not be less than $10 million general aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. Automobile Coverage - The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of $1 million each occurrence, $5 million general aggregate
4. Workers Compensation - Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.
5. Insurance Certificates - Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above. All subcontractors to be utilized by the Contractor shall provide Ownership with a Certificate of Insurance naming City of Rockford as additional insured prior to commencement of work by said subcontractor.

2.16 DEFAULT AND TERMINATION:

A. If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the City Council; or if the Contractor voluntarily files for bankruptcy or is adjudged bankrupt; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor or any of his property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed or that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract, then the City may serve written notice upon the Contractor and his Surety of the City's intention to terminate this contract.

B. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract may terminate and the City may take over and prosecute the work to completion, by contract or otherwise.

C. In the event of default or nonperformance on the part of the Contractor, the Contractor and its Surety shall be liable to the City for all excess cost sustained by the City by reason of the City. In the event the City complete the contract as a lesser cost than would have been payable to the Contractor under the contract, if the same had been fulfilled by said Contractor, then the City shall retain such difference. Should such costs to the City be greater, the Contractor and its Surety shall be liable for any pay the amount of such excess to the City.

D. In the event of Contractor's default under the terms of this contract, all payments due the Contractor shall be retained by the City and applied to the completion of the contract and to damages suffered and expense incurred by the City by reason of such default, unless the Surety on the performance bond shall assume the contract, in which event all payments remaining due the Contractor at the time of default, less amounts due the city from the Contractor and less all sums due the City for damages suffered and expense incurred by reason of such default shall be due and payable to such Surety. Thereafter, such Surety shall receive monthly payments equal to those that would have been paid the Contractor had such Contractor continued to perform the contract.

2.17 FORCE MAJEURE:

A. Whenever a period of time is provided for in this Agreement for either the City of the Contractor are to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado, or any act God, but not strike or lockout.

B. The time period for the performance in question shall be extended for only the actual amount of time said party is so delayed.

2.18 LIQUIDATED DAMAGES:

A. The Director shall notify the Contractor for each violation of the Contract, reported to or discovered by him or the City. It shall be the duty of the Contractor to take whatever steps may be necessary to remedy the cause of the complaint and notify in writing the City of its disposition within twenty-four (24) hours after receipt of complaint.

B. The following acts or omissions shall be considered a breach of the Contract and for the purpose of computing damages under these provisions. It is agreed that the City may deduct from payments due or to become due the Contractor, the following amounts as liquidated damages:

1. Failure to clean up solid waste spilled by Contractor within two (2) hours of oral or written notification: $50 each instance or actual cost, if greater
2. Failure to clean vehicle, conveyance, containers, docks, shops, yards, and other equipment as provided for in the specifications: $100 each instance
3. Failure to maintain vehicle in manner which prevents nuisances such as leaky seals or hydraulics: $100 each instance or actual cost, if greater
4. Failure or neglect to collect solid waste at those times as provided by this Contract within twenty-four (24) hours from notice by the City, either oral or written: $50 each instance

5. Failure or neglect to provide notice to resident upon solid waste refused for collection for cause: $25 each instance
6. Failure to return containers to original location and/or replace lids per specifications at the time the container is emptied: $25 each instance
7. In addition to above, failure or neglect to correct chronic problems will be considered a breach of Contract. Chronic problems shall be construed to be three or more occurrences of the items (1), (3) or (4) immediately above at the same address within any period of 6 consecutive months whether or not remedied within twenty-four (24) hours, or four (4) hours in the case of spilled solid waste: $50 each instance
8. Use of equipment specifically identified for work under the contract, (paint/decal), for collection or transportation of materials generated from locations or customers not specified for service under this contract. Each day for which a violation continues shall be deemed to be a separate instance of the violation: $1,000 each instance
9. Collection of Recyclables, which are property prepared and placed for collection as Recyclables, as part of Refuse collection: $100 each instance

C. Liquidated damages shall be determined by the Director or his representative and deductions made from the payment each month to the Contractor after investigation by the Director, whose decision in the matter shall be binding upon both parties.

2.19 NOTICES:

A. Any notice or demand required or permitted to be given or made thereunder shall be sufficiently given or made by facsimile, e-mail, messenger delivery, overnight delivery, or certified mail in a sealed envelope, postage prepaid, addressed as follows:

If to the City:

City of Rockford
City Administrator
425 East State Street
Rockford, IL 61104

With copies to:
Director of Community and Economic Development
425 East State Street
Rockford, IL 61104

If to the Contractor:

B. Either party may change the address to which notices may be sent by furnishing written notice of such change to the other party.

C. Notice delivered by messenger, overnight delivery, facsimile, or e-mail shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

2.20 SEVERABILITY:

If any of the provisions of this Contract are determined by a court of competent jurisdiction to be invalid, such provision shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Contract as a whole or of any section, subsection,

sentence or clause not adjudged to be invalid so long as the material purposes of the Contract can be determined and effectuated.

2.21 GOVERNING LAW AND VENUE:

A. This Contract shall be governed by the laws of the State of Illinois.

B. Venue for any action taken by either the City of the Contractor, whether in law or in equity, to enforce the term of this Contract shall be in the Circuit Court of the Seventeenth Judicial Circuit, Winnebago County, Illinois, and the Contractor hereby waives whatever rights it may have in the selection of venue.

2.22 RIGHT TO REQUIRE PERFORMANCE:

A. The City's failure at any time to require performance by the Contractor of any of the specifications in this Contract shall in no way affect the right of the City thereafter to enforce same.

B. No waiver by the City of any breach of specifications in this Contract shall be taken or held to be a waiver of any succeeding breach of such specifications in this Contract, nor shall such a waiver of a single breach be taken or held to be a waiver of any specification itself.

2.23 OPTION TO CHANGE SERVICE; AMENDMENTS:

A. The City shall have the option to change the service provided during the term of this Contract, including, without limitation, changing the types of material collected, the method of handling, collecting, or disposing of the collected waste.

B. The City shall exercise such option by serving written notice to the Contractor at its designated place of business at least ninety (90) days before the date such service change is contemplated to begin.

C. Immediately after written notice is served, the parties shall enter into good faith negotiations concerning the terms, frequency, and the details of pricing the services that are provided.

D. Any modification or amendments to the Agreement shall be in writing and shall be signed by the parties.

2.24 QUESTIONS:

Questions during the procurement process shall be directed to Carrie Eklund, Central Services Manager, at 815-987-5565 or carrie.eklund@rockfordil.gov.

2.25 MANDATORY PRE-PROPOSAL MEETING:

A mandatory pre-proposal conference will be held at City Hall, 425 E State St, in Conference Room B, 2nd floor, on October 8 at 10:30 a.m.. Interested Contractors must attend this meeting for their proposal to be considered. The purpose of the meeting will be to review the submittal requirements, including EEO forms, price worksheet, and other information. In addition, we will allow questions and answers at this time.

2.26 INFORMATION TO BE PROVIDED:

In addition to the included price proposal sheet, the Contractor shall provide in the response to this request for proposals information which will allow the City to determine the suitability of the Contractor to provide the services required. This information shall include but is not limited to:

A. Financial information for the last three (3) fiscal years

B. Proof of current insurance
C. List of current municipal collection contracts with start date
D. A minimum of three references from similarly sized municipal customers. Include information about services provided, length of relationship, and contact information
E. Information about customer service systems and marketing capabilities, including sample communication pieces
F. Implementation and transition plan, including timelines assuming a January 1, 2014 start date
G. Information outlining the vendors implementation of compressed natural gas or other alternate fuel efforts by the Contractor
H. An original and eight copies of the Contractor's entire proposal shall be provided. In addition, an electronic version of the proposal shall be submitted via flash drive, CD, or emailed after the proposal due date and time.

2.27 EVALUATION PROCESS:

A. The City's internal review team will review and evaluate proposals received, scoring proposals based on information provided according to the evaluation criteria outlined below. The Contractor scoring the highest overall evaluation score will be selected for further negotiation and recommendation for approval by City Council.

B. Evaluation criteria are as follows:
   1. Ability to provide services required in the specifications (30 points)
   2. Proposed service plan (30 points)
   3. Price (40 points)

2.28 INFORMATION ONLINE:

Information provided on the City's website for assistance in completing a proposal for service include the current contracts for collection and disposal services, historical tonnage data, historical rate data, alley inventory, and the current route map. The information can be found online here: http://rockfordil.gov/finance/central-services-division/purchasing/open-bidsrfps.aspx

3.0 SPECIAL CONDITIONS

3.1 CUSTOMER SERVICE:

A. The Contractor shall establish and maintain an office in the Greater Rockford Area (Boone, Ogle or Winnebago Counties) to which the public and City personnel may call or send inquiries and complaints, and from which the public and City personnel may receive information and instructions. In addition, the vendor shall maintain a website specific to the City of Rockford collection service from which residents may obtain information about services and obtain information on filing complaints.

B. The Contractor shall provide the Director with information concerning the location, telephone number(s) and mailing addresses of the customer service office established above, the garage and maintenance facilities, the recycling processing facilities, and any other facility that will be used in the provision of services under this Contract.

C. The Contractor shall provide the Director with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints.

Such persons shall be available to discuss, and if necessary meet with City personnel to resolve problems.

D. The Contractor shall provide the City with at least one telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

E. The Contractor shall equip such office with a sufficient number of telephones and personnel to accommodate the residents' inquiries, and shall provide management personnel to supervise such office during collection hours.

F. Except as otherwise directed by the City, customer service shall be available at least between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday, except during holidays as defined in Section 2.0.

G. The Contractor shall provide a single local or toll-free telephone number and a facsimile number for customer use. The City may publicize the Contractor's customer service telephone number(s).

H. Upon reasonable notice and during regular business hours, the City shall have the right to visit and inspect any of the Contractor's facilities used to provide services pursuant to this Agreement.

3.2 EMPLOYEES AND CONDUCT:

A. The Contractor shall use care and diligence in the performance of this Agreement shall perform all collection and disposal services required by this Agreement in a neat, orderly, and efficient manner.

B. The Contractor shall provide neat, orderly, and courteous personnel for its collection crews and shall provide courteous and knowledgeable personnel for its customer service office.

C. Contractor shall not assign to provide services within the City of Rockford any personnel, employee, subcontractor or agent, who is either a "Sex Offender" as defined under 730 ILCS 150/2, or who has been convicted pursuant to Illinois law of a "Forcible Felony" as defined under 720 ILCS 5/2-8, or any substantially similar federal, Uniform Code of Military Justice, sister state, or foreign country law. Contractor shall certify that it has conducted sufficient background investigation to verify compliance with this provision within 30 days of initial award, and shall certify new personnel as assigned.

D. The Contractor shall prohibit its drivers and crew members from drinking alcoholic beverages or using any controlled substance, except pursuant to a doctor's prescription, white on duty, or in the course of performing their duties under this Agreement.

E. If the city determines that any of the Contractor's employees is unfit or unsuitable to perform the services under this Agreement as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, the, upon the City's written request, the Contract shall remove such employee from work within the City and furnish a suitable and competent replacement employee.

F. All of the Contractor's permanent collection employees working within the City shall be required to wear a work uniform including a shirt or jacket clearly indicating that the employee is employed by the Contractor.

G. All of the Contractor's vehicle operators working within the City shall carry valid Illinois state driver's licenses for the vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

H. Neither the Contractor nor his employees nor any subcontractor, nor any agent, shall request or accept any gratuities from any persons, firms or corporations for services required to be performed under this Contract.

3.3 VEHICLES

A. All vehicles and equipment used in the performance of this Contract, shall be wholly owned by the Contract; provided, leasing or rental agreements or conditional sales contracts may be allowed where approved by the City, in writing, prior to execution of this Contract. The vehicles and equipment to be used in performance of this Contract shall be submitted with the bid and are made part of this Contract by reference.

B. No further encumbrance shall be placed upon any of such equipment without the approval of the City, save that the Contractor may, without consent, mortgage or otherwise encumber said vehicles, equipment and facilities for the purpose of enabling the Contractor to replace the same or add thereof.

C. All City of Rockford collection and transportation equipment shall be numbered consecutively and shall have the Contractor's name and telephone number painted in letters of contrasting color, at least four inches high, on each side of each vehicle, and the number painted on the rear. Paint colors, numbering and any markings of the equipment shall have the approval of the City.

D. All collection and transportation equipment used by the Contractor shall be kept in a clean and sanitary condition and shall be flushed or swept out. Such flushing or sweeping shall be conducted so that none of the material from the equipment is deposited in other than a sump or pit on the landfill or other place approved by the Director. All collection and transportation equipment shall be steam cleaned, inside and out, at least once each week, and shall be repainted at least every two and one-half (2-1/2) years.

E. All of the Contractor's vehicles operated within the City shall be fully enclosed, leak-proof vehicles, operated so that no refuse or landscape waste leaks, spills, or blows off the vehicles. Drain plugs, if available, shall be kept sealed, except during collections in rainy weather.

Clean air quality is a long-term goal of the City of Rockford. The extent to which the Contractor utilizes compressed natural gas or other alternate fuel vehicles in the performance of this contract will be considered in the evaluation of each Contractor for contract award.

3.4 ROUTING AND COLLECTION SCHEDULE:

A. The City shall be divided into routes for the purpose of collecting Refuse, Recyclables, and yard Waste. Each route shall be scheduled to receive all collection services on the same day. All collection services shall be provided once per week, Monday through Thursday, year round to all Residential Units within the City's corporate limits. Yard Waste collection shall be provided at least once per week, Monday through Thursday, from approximately March 1 until December 1. Contractor may propose an alternate schedule for evaluation by the City.

B. Prior to November 15, 2013, the Contractor shall submit a proposed collection route map indicating the areas in the City that will be collected for each day of the week for approval by the City. The proposed routes shall be designed to minimize the changes to the existing route system and assure geographic continuity. The City shall approve the map, or reject the map with reasons for rejection as soon as practicable after it has received the map. If rejected the Contractor shall then submit a new map for acceptance or commend as soon as practicable. This process shall continue until an acceptable map is submitted, but no later than November 29, 2013.

C. The Contractor may propose an independent route schedule for areas of the City with frequent alley collection. The proposed routes should minimize as much as practical disruption to the existing route system and optimize geographic continuity throughout the City. The intent of second tier of collection

zones is to allow the Contractor to provide collection in the alleys in the most cost effective manner. The City shall approve the routes submitted, or may suggest amendments thereto prior to approval under the process set forth in (B) above. An Alley Inventory, posted in Excel on the City's website, documents the best available information listing alley collection stops and is hereby incorporated to this contract by reference. This listing may vary over time given alley closures and contraction. The alley inventory is a guide to points of collection and is not warranted for complete accuracy.

D. Upon approval of the routes, the Contractor shall at a minimum, cause a full page map to be published in the Rockford Register Star two times during the month of December, 2013. The map shall delineate the collection routes. General information about the service shall accompany the map. In addition the Contractor shall provide the City with color map(s) delineating the collection routes that can be copied and distributed to the public on an 8-1/2 x 11 inch format. The collection map shall be published on the vendor's website and shall be provided in electronic format for publishing on the City's website.

E. The Contractor may, from time to time, submit its written request to amend the approved schedule.

1. Such a request shall include a proposal for specific changes, together with a detailed explanation concerning the reasons for changing the sector boundaries or collection schedule.
2. In its sole discretion, the City may grant or deny the Contractor's request to change the sector boundaries or collection schedule for any or all areas served by the Contractor under this Agreement.
3. Any change of the sector boundaries or the collection schedule shall be approved by the City at least sixty (60) days before such changes may become effective.
4. If the City approves any change of the sector boundaries or the collection schedule, the Contractor shall design, print and distribute a written letter to each household affected by the changes to explain the reasons for the changes and the date on which the change will become effective. The content and distribution of any such letter shall be subject to the City's prior written approval.
5. Such letter of explanation shall be distributed by the Contractor to arrive at each resident's house at least two (2) weeks prior to the effective date of any service changes.
6. During the first week following any City-approved change in the collection schedule, the Contractor shall operate its collection vehicles on the previous collection schedule in addition to the new schedule.
7. During the second and third week following any City-approved change in the collection schedule, the Contractor shall immediately respond to complaints concerning missed collections from residents who are confused by the new schedule if such residents will have to wait longer than two days for collection.

3.5 HOLIDAY COLLECTION SCHEDULE:

When a holiday falls on a collection day for any given route, the refuse will be collected on the following day. Each subsequent collection day will be delayed one (1) day until the end of the week in which the holiday fell. For the purpose of the contract the following are recognized holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Christmas Day

3.6 HOURS AND STANDARDS OF COLLECTION:

A. The Contractor shall not begin its collection operations within the City before 6:00 a.m.

B. The Contractor shall furnish sufficient numbers of vehicles and personnel to perform the services required by this Agreement without respect to adverse conditions, breakdowns, strikes, or similar hindrances.

C. The Contractor's crew shall perform collection services with as little noise, disturbance, and disruption to the City's residents as possible.

D. The Contractor shall collect all properly prepared Refuse, Recyclables, and Yard Waste from the designated collection point. The Contractor is not required to collect any items that are not properly prepared. Proper preparation is specified for each collection service below.

E. Residents shall place disposal units within five (5) feet to the curb (or in those areas on alley routes or without curbs, close to the edge of the pavement), to facilitate collection by the Contractor. The Contractor shall not be required to collect any material not properly placed.

F. The Contractor shall replace lids, return all empty containers at each stop to the general location at which they were found. Empty containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty container will block a driveway or sidewalk or fall or roll into the street.

G. The Contractor shall handle all containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste onto parkways, premises, curb-and-gutter, or streets, the crews shall immediately clean up the debris in a workmanlike manner. A broom and shovel shall be required as standard equipment on each vehicle.

H. The Contractor shall not be responsible for collecting or cleaning up refuse, recyclable, or landscape waste litter that has blown, fallen, leaked or been scattered from bags, cans, bind, or other containers through no fault of the Contractor.

I. The City shall enact and reasonably enforce all ordinances which may be necessary to achieve compliance with the requirements of this Section by anyone within the City, including residents.

3.7 COLLECTION CONTAINERS

A. The Contractor shall, as part of this contract (if selected by the City), acquire, distribute, and maintain toters for each Residential Unit as required for collection of Refuse and Recyclables. The toters, upon delivery, shall become property of the City of Rockford. Residential Units will have a choice between 65 gallon and 95 gallon toters for refuse collection and Recyclables will be a standard 95 gallon toter. The City will consider an alternate proposal where the City is responsible for acquiring toters directly.

B. The Contractor shall manage a toter selection process for Refuse for all Residential Units, including a mailing for selection of toter size for Refuse (65 gallon or 95 gallon), receipt and processing of responses, and maintaining a database for communication to the manufacturer for toter ordering. The selection process will default to 95 gallon toters for waste unless the resident opts for the smaller size. In addition, the Contractor shall provide information to local media outlets, including an advertisement in the local newspaper, informing citizens of the implementation of the program and explaining the selection process.

C. The Contractor shall be responsible for ordering toters, managing distribution of toters to Residential Units, fielding any complaints or concerns once distribution occurs and correcting any delivery errors.

D. The Contractor shall submit a toter selection/distribution plan to the City as part of the response to this request for propsals, including sample mailing materials.

E. The waste toters shall have the City of Rockford logo on one side and information imprinted upon the toter outlining prohibited wastes. The Contractor shall work with the City to determine the best information to be provided to residents.

F. The recycling toters shall have the City of Rockford logo on one side and recycling information imprinted upon the toter. Each Recycling toter shall be delivered complete with a package of recycling information provided by the Contractor explaining what and how to recycle in order to assist the Contractor in the performance of their work and to inform and educate the public.

G. The Contractor shall be responsible for fielding calls from Residential Units regarding problems or issues with toters and for maintaining the toters and coordinating warranty issues with the manufacturer.

H. Totes shall be delivered throughout the term of the Contract to any newly constructed homes and to any newly annexed properties/sub-division. Costs for the replacement of toters due to damage or theft shall be considered as an incidental cost of this contract and shall be borne by the contractor.

3.8 CONTRACTOR RECORDS:

A. The Contractor shall maintain, separate from all other records and accounts, complete records and an accurate ledger of accounts of all revenues and expenses relating to the Refuse, Recyclable and Yard Waste disposal system and any associated waste reclamation operations. Contractor shall also report to the City the tonnage of Refuse and Yard Waste collected and the amount of Recyclables collected by category as required by the City. Said records and accounts shall at all reasonable times be open to inspection by the City and its agents.

B. In addition to tonnage information communicated with monthly invoices, the Contractor shall provide monthly customer service reports to the Director in an acceptable electronic format. The report shall include information on service calls, including address, type of complaint, resolution actions and timeframe.

C. To assist the City in billing for excessive garbage, the Contractor shall document excessive waste at an individual residence. The Contractor shall provide photos and a written report in a form to be determined by the City on a weekly basis. Prior to execution of a contract, the City will define excessive garbage and provide forms to the Contractor for use in compliance with this term.

3.9 PUBLIC EDUCATION:

A. During the term of this Contract, the Contractor shall use a City approved notice to inform residents of any and all reasons why the Contractor may not have collected all waste material placed by the curb.

B. The notice shall be designed and printed by the Contractor and shall indicate the reason waste material was not collected. The notice shall include the name, telephone number, website, and a customer service email address of the Contractor. The notice may have a check-off format listing the most common mistakes in preparing waste material for collection. The notice shall be designed to attach to the uncollected waste material in a visible manner (adhesive back, tie-on tab, etc.)

C. The Contractor shall cooperate in educational activities to promote citizen awareness of the residential solid waste program, including, but not limited to facility tours and participation in special events.

4.0 REFUSE COLLECTION AND DISPOSAL – SPECIFICATIONS

4.1 COLLECTION:

A. The Contractor shall collect all Refuse which is properly placed in Containers for Refuse (as defined in Section 1.17) from all Residential Collection Units. The quantity of Refuse or number of Containers for Refuse is not to be limited.

B. The City of Rockford will entertain proposals to maintain current system of alley pickup and to shift all pickup to the street side. Please provide pricing per household for street side pickup and for alley pickup as currently provided.

C. The Contractor shall also collect as Bulk Waste as part of the regular Refuse Collection on the same collection day as other Refuse. Alternatively, the City will consider collection of Bulk Waste items limited to one (1) item per week, with additional items collected but billed as an addition to the contract. The vendor shall provide pricing for both Bulk Waste collection options.

D. Contractor shall not collect those items or materials specifically excluded from collection under the Code of Ordinances as Prohibited Wastes.

4.2 DISPOSAL AT LANDFILL:

A. The Contractor shall transport the collected Refuse (including Bulk Waste) to the Landfill specified by the Contractor in their bid response.

B. The trucks shall be weighted, including the truck operator, when each load is delivered to the sanitary landfill (the gross weight) upon State certified scales furnished by the Landfill operator. Each truck, including the truck operator, will be weighed after the load has been dumped (the tare weight) in order to determine the net weight of the dumped load. No average empty weight shall be utilized in calculating the net weight.

C. The Contractor shall not dispose of Refuse in any other landfill or waste disposal facility or operate any transfer station without the consent of the City.

4.3 PRICE AND PAYMENT:

Weight tickets shall be maintained showing the route number or specific area from which the waste was collected and shall be signed by the driver of the equipment. The Contractor shall submit monthly invoices for the material handled in the preceding month, and will be paid the accepted bid price per ton. This section will not apply if the City selects billing on a per household basis.

5.0 RECYCLABLE COLLECTION AND PROCESSING

5.1 COLLECTION:

The Contractor will collect all properly prepared and placed Recyclables (as defined in Section 1.16) from Residential Units on the same day as regular Refuse Collection. The Contractor shall collect all Recyclables, regardless of whether they are placed in a Container for Recyclables.

5.2 RECYCLABLE PROCESSING:

A. Contractor shall not dispose of Recyclables in any landfill or incineration facility nor knowingly convey Recyclables to any other person that disposes Recyclables in a landfill or incinerating facility without the express written consent of the City.

B. Contractor shall provide a facility to process and prepare for the market or transfer for processing elsewhere the materials listed above, such facility to be located within the greater Rockford area (defined as Boone, Ogle, or Winnebago Counties). Facility shall comply with all local, state, federal environmental and land use regulations.

C. The recycling site shall be properly zoned for all proposed recycling activities. All recyclable material shall be promptly processed into a marketable product. The processed product may be stored at a covered location until market prices for the product are favorable but not in excess of Winnebago Department of Public Health guidelines or Illinois Environmental Protection Agency regulations.

D. Bidder may accept Recyclables at its facility from other customers; however, contractor shall give priority, unless unreasonable, to deliveries made through the City's program as opposed to deliveries made by other customers.

E. Successful Contractor shall keep records to determine the quantity of individual items recycled, and shall issue a monthly report to the City as to the quantity of each material processed during that month.

F. The City shall have the right, during the term of the Contract, to have a representative on Contractor's premises to monitor the operation of the Contract. Such representative shall only be allowed on Contractor's premises during normal business hours.

5.3 PRICE AND PAYMENT:

A. Price of this service shall be a fixed price per ton of Recyclables collected as established in the initial bid. The price shall cover all equipment, material, labor and services to be performed under the proposed contract. Alternatively, the City will consider pricing on a per household basis for collection and disposal of Recyclables. Please provide pricing for both options.

B. In order to receive payment, the Contractor will be required to weigh each category of Recyclables collected on State of Illinois Certified Scales provided by the Contractor and subject to inspection or verification by the City. The weight shall net of any containers holding the Recyclables. This section will not apply if the City selects billing on a per household basis.

6.0 YARD WASTE COLLECTION AND PROCESSING

6.1 COLLECTION:

A. The Contractor shall collect all properly prepared and placed Yard Waste in Containers for Yard Waste from Residential Units on the same day as regular Refuse Collection.

B. Yard Waste shall be collected each year between March 1, or as soon as the Winnebago County Highway Department lifts the spring roadway weight limits and December 1, or such time as winter weather curtails yard waste operations. Christmas trees shall be collected from the second week in January through the end of January. Starting and ending collection dates shall be with the mutual concurrence of the City. The Contractor shall not suspend operations during the operation periods of time without the written authorization of the City.

6.2 PROCESSING OF YARD WASTE:

A. Yard Waste shall not be disposed of in any landfill in violation of Illinois law.

B. The site for composting operations shall be the City owned parcel of land located at the northeast corner of the intersection of South Mulford and Baxter Roads in Cherry Valley Township, Illinois. The site is 6200 Baxter Road (property tax code 279-501) as shown on the attached map.

C. The Contractor shall be responsible for all operating licenses, permits, and site improvements. The City will lease the land shown on the site map for $1.00 per year on the condition that the Contractor shall only accept yard waste generated as a result of this contract. No yard waste from areas outside the City or from non-residential City customers will be permitted.

D. The Contractor will be required to provide all site improvements, buildings, equipment, personnel and manpower, all utilities and all incidental supplies necessary to achieve the purpose of this Contract and to comply with all applicable laws, rules, and regulations.

6.3 PRICE AND PAYMENT:

A. Payment for service shall be a fixed price per ton as established in the Contractor's accepted bid. The price shall cover all equipment, material, labor, and services to be performed under the proposed contract. Alternatively, the City will consider pricing on a per household basis for collection and disposal of Yard Waste. Please provide pricing for both options.

B. In order to receive payment, the Contractor will be required to weigh each load deposited at the composting/processing site on State of Illinois Certified scales provided by the Contractor, subject to inspection, and verification by the City. This section will not apply if the City selects billing on a per household basis.

C. The trucks shall be weighed, including the truck operator when each load in delivered to the composting site, (the gross weight). Each truck including the truck operator will be weighed after the load has been dumped (the tare weight) in order to determine the net weight of the dumped load. No average empty weight shall be utilized in calculating the net weight. This section will not apply if the City selects billing on a per household basis.

D. Weight tickets shall be maintained showing the route number or specific area from which the waste was collected and shall be signed by the driver of the equipment. The Contractor shall submit monthly invoices for the material handled in the preceding month, and will be paid the accepted bid price per ton. This section will not apply if the City selects billing on a per household basis.

7.0 MISCELLANEOUS SERVICES

7.1 NEIGHBORHOOD CLEANUP:

A. Neighborhood associations in the City of Rockford traditionally sponsor programs at various times during the year in which residents are encouraged to clean up their neighborhood. Historically, approximately six (6) such events occur annually. The programs result in a high level of Bulk Waste placed for collection. The City will work with the association and Contractor to schedule the programs in order to assure that adequate manpower and equipment, including dumpsters, can be made available.

B. Neighborhood clean-ups do not constitute additional work under the terms of this Contract; therefore the Contractor shall not invoice the City or the neighborhood association separately for this work. It is to be provided as part of the base charges paid monthly to the Contractor by the City.

7.2 CITY FIRE STATIONS:

A. Neighborhood Fire houses/stations of the City listed in the bid documents and made part of the Contract by reference shall also be provided residential collection service. The (911) emergency center, the training academy, the maintenance shop and other similar facilities are not included in residential service, as those facilities currently receive dumpster/roll off service.

B. Fire station collection and disposal does not constitute additional work under the terms of this Contract, therefore the Contractor shall not invoice the City separately for this work. It is to be provided as part of the base charges paid monthly to the Contractor by the City.

7.3 COLLECTION AT CITY LOCATIONS:

A. The Contractor shall provide collection services at City-owned facilities not serviced by the residential collection contract. A list of locations, including container sizes and frequency of service, is attached.

B. Providing waste disposal service to City locations does not constitute additional work under the terms of this Contract, therefore the Contractor shall not invoice the City or any other party separately for this work. It is to be provided as part of the base charges paid monthly to the Contractor by the City.

C. Up to four (4) future City locations will also be added in the next several years and will be added at no additional cost to the City.

7.4 LITTER CANS OR BASKETS:

A. The Contractor shall empty litter receptacles placed by the City, neighborhood groups and business associations, within their respective areas. Said receptacles shall be placed in areas of the City designated by the Director. The receptacles shall be emptied three (3) times per week from May through October and two (2) times per week November through April, and can liners replaced as provided by the Contractor. In addition, cans will be emptied within twenty four hours after parades (St. Patrick's Day, Memorial Day, 4th of July, Labor Day, and Veterans Day) downtown festivals or events, or upon notification, either oral or written, by the Director of Community and Economic Development. Said receptacles shall be of a type which is approved by the Director.

B. The City will provide notification in January of dates of scheduled parades and within one week of a festival or event which falls under this requirement.

C. The Contractor shall notify the City within twenty four hours of any damaged or missing litter receptacles.

D. Emptying litter receptacles does not constitute additional work under the terms of this Contract; therefore the Contractor shall not invoice the City or any other party separately for this work. It is to be provided as part of the base charges paid monthly to the Contractor by the City.

7.5 SPECIAL PICKUPS:

A. The City requires special pickups in a variety of situations, often evictions or other special situations which occur approximately once each week. The average volume collected at a special pickup is two

(2) yards but can vary depending on the circumstances of the situation. The Contractor shall respond to requests for special pickups within four (4) hours of notification of the situation.

B. Special pickups do not constitute additional work under the terms of this Contract; therefore the Contractor shall not invoice the City separately for this work. It is to be provided as part of the base charges paid monthly to the Contractor by the City.

7.6 EVICTIONS AND LANDLORD PICKUPS:

A. The City requires pickup of waste in the event of property evictions. The average volume collected at an eviction is two (2) yards but can vary depending on the circumstances of the situation. The Contractor shall be provided a list of evictions for the week (approximately five per week), and will be expected to place a 10 yard rear or side opening dumpster on site in which the evicted resident's property will be placed. The dumpster must be placed in the public right-of-way or the property driveway apron. The specific location of the dumpster will be coordinated with City staff. The dumpster shall remain in place for 24 hours and will be picked up the following day.

B. Eviction and landlord pickups constitute additional work under the terms of the Contract. The Contractor shall provide a flat rate for this work on the provided form and shall bill the City separately for these services.

7.7 STREET SWEEPER WASTE DISPOSAL:

The Contractor shall accept waste collected by the City's contracted Street Sweeping Contractor and dispose of said waste at the specified landfill at a designated rate. Should the Street Sweeping Contractor elect this option, the Contractor will bill the Street Sweeping Contractor directly for said costs at the agreed upon rate. The Contractor shall provide a price per ton for disposal of this waste.

7.8 BULK LANDFILL RATE:

The Contractor shall provide a bulk landfill rate per ton for disposal of appropriate wastes as they may arise in City operations. Any bulk waste not covered elsewhere by this contract shall be disposed of at the rate per ton provided by the Contractor.

GARBAGE COLLECTION AND DISPOSAL
PRICING WORKSHEET

Please provide pricing where indicated in the form below:

	PRICING PER TON			PRICING PER HOUSEHOLD		
	Unit Price per Ton	Number of Tons	Total Cost	Unit Price, per Household	Number of Households	Total Cost
Unlimited collection without toters (current service)	$ _____	66,815	$ _____	$ _____	49,000	$ _____
Unlimited collection with toters (purchased by City)	$ _____	66,815	$ _____	$ _____	49,000	$ _____

For various pricing options below, please add or deduct costs as appropriate on a unit cost basis.	PRICING PER TON			PRICING PER HOUSEHOLD		
	Unit Price per Ton	Number of Tons	Total Cost	Unit Price, per Household	Number of Households	Total Cost
DEDUCT Restrict bulk item collection to one per week (additional items to be collected and billed separately)	$ _____	66,815	$ _____	$ _____	49,000	$ _____
DEDUCT Restrict refuse to toter only	$ _____	66,815	$ _____	$ _____	49,000	$ _____
DEDUCT Eliminate alley collection, curbside only	$ _____	66,815	$ _____	$ _____	49,000	$ _____
ADD Contractor purchases toters	$ _____	66,815	$ _____	$ _____	49,000	$ _____

MISCELLANEOUS SERVICES

Sweeper Dumpings	$ _____	Per ton
Bulk Landfill Rate	$ _____	Per ton
Eviction Roll-Off Dumpster, 24 hours	$ _____	Per dumpster
Optional excess bulk item billing, per item	$ _____	Per item

GARBAGE CAN INVENTORY

Location	Address	Notes
1	S Church St	Concourse Lot, across from the Metro Center, west side
2	S Church St & Green St	Across from the Park District & Post Office Building
3	Green St & S Main St	Across from the Park District & Post Office Building
4	S Main St	Amcore Lot, across from Sam's Restaurant – east side
5	S Main St	Metro Center Parking Lot, east side
6	S Main St	Just under the trestle on the east side by Greenly
7	N Church St & Mulberry	In front of Parthenios Café, west side
8	Church St & W State St	In front of downtown Drug Store, northeast corner
9	Mulberry St & N Winnebago St	Across From RMTD, north side
10	Mulberry St	West of N. Main St.
11	W State St & Court St	Across from Public Safety Building, north side
12	N Court St & Mulberry St	Across from RMTD, north side
13	N Main St & Park St	In front of RMAP office
14	N Main St & Park St	East Side corner
15	N Main St	In front of the Palace Shoe Service Store, west side
16	N Main St & Jefferson St	East side
17	N Main St & Jefferson St	Northwest corner
18	N Main St	Streetscape-Two in the middle of the block
19	S Main St	Streetscape-Two in the middle of the block
20	211 Elm St	In front of Kiwi Café, north side
21	Wyman St & Mulberry St	Paragon Parking Lot, southwest corner
22	W State St	Before bridge, in front of RACVB / PNC Bank - south side
23	W State St	Across from District Bar, south side – east of Streetscape
24	W State St & Wyman St	South side
25	W State St & Wyman St	North side
26	W State St & Wyman St	Across from PNC Bank Building (120 W State)
27	111 W State St	Just east of the Luther Center, north side
28	E State St	In front of E. State Street Parking Garage
29	99 E State St	In front of the Register Star Building, south side
30	E State St	In front of Water St. Café (115 N Water St), north side
31	211 E State St	South side
32	212 E State St	North side
33	E State St & Madison St	Across from CJ's Lounge (300 E State St), west side
34	121 N Madison St	In front of Northern Illinois Optical
35	300 E State St	East of CJ's Lounge, north side
36	E State St & 1st St	Northeast corner
37	E State St & 1st St	Northwest corner
38	E State St & 1st St	Southeast corner
39	E State St & 1st St	Southwest corner
40	E State St & 2nd St	City Hall-Both Sides
41	7th St & Broadway	Northeast corner

42	7th St & Broadway	Southeast corner
43	Broadway & 8th St	Past 8th Street, north side
44	Broadway & 7th St	In front of Crusader Clinic, north side
45	810 E State St	In front of 810 E. State St., north side
46	915 E State St	In front of 915 E. State St., south side
47	618 E State St	In front of Faust Hotel, north side
48	721 E State St	In front of Midway Theater, south side
49	713 E State St	Shumway Lot, south side
50	E State St & 3rd St	Irish Rose Lot, south side
51	E State St	5 Spa Lot, north side
52	513 E State St	In front of the Office Bar, south side
53	515 E State St	Across from Abreo, north side
54	Madison St & Market St	Southwest corner
55	1st St & Market St	Southwest corner
56	1th Street & Charles St	Southeast corner
57	7th St & 1st Ave	Southwest corner
58	7th St & 1st Ave	Northwest Corner
59	7th St & 2nd Ave	Northwest corner
60	7th St & 2nd Ave	Southeast corner
61	7th St & 3rd Ave	Southwest corner
62	7th St & 3rd Ave	Northeast corner
63	7th St & 4th Ave	Southeast corner
64	7th St & 4th Ave	Northwest corner, by bus shelter
65	614 7th St	Front of building
66	7th St & 6th Ave	Northeast corner
67	7th St & 6th Ave	Southwest corner
68	7th St & Broadway	Southeast corner
69	7th St & Broadway	Northwest corner
70	1100 Broadway	Front of building
71	Broadway & 8th St	Northeast corner
72	1130 Broadway Municipal Lot	2 in rear of building
73	E State St & Charles St	Southwest corner

CITY OWNED FACILITIES

LOCATION	TYPE	NUMBER OF CONTAINERS	CONTAINER SIZE	NUMBER OF WEEKLY PICKUPS
City Hall 425 E. State St.	Garbage	2	1 and 0.5 yard wheeled bins	4
City Hall 425 E. State St.	Recycling	14	95 gallon tote	1
City Yards-Garage 523 S Central Ave	Garbage	1 (December-March) 2 (April-November)	25 yard roll off	1
City Yards-Admin 523 S Central Ave	Recycling	1	2 yard	1
City Yards-Traffic 523 S Central Ave	Garbage	1	2 yard	1
City Yards-Traffic 523 S Central Ave	Recycling	1	4 yards	1
PSB 420 W. State St.	Garbage	1	1 yard	1
Ingersoll 311 South Water St.	Garbage	1	4 yard	1
610 S Main St,	Garbage	1	4 yard	1
Water Division 1111 Cedar St.	Garbage	1	6 yard	1
Fire Station #1 528 Woodlawn	Garbage	1	2 yard	1
Fire Station #2 7th St. & 9th Ave.	Garbage	1	1-1/2 yard	1
Fire Station #6 3329 W. State St.	Garbage	2	1 yard	1

Fire Station #7 4979 Falcon Road	Garbage	1	2 yard	1
Fire Station #11 2117 Calgary Ct.	Garbage	1	2 yard	1
Fire Station Shop 2323 Sawyer Road	Garbage	1	2 yard	1
9-1-1 Building & Fire Headquarters 204 S. 1st Street	Garbage	6	95 gallon	1
9-1-1 Building & Fire Headquarters 204 S. 1st Street	Recycling	3	95 gallon	1
Pioneer Parking Deck 311 N. Main St.	Garbage	2	2 yard	1
Elm & Wyman St. Parking Deck 200 Elm St.	Garbage	1	2 yard	2
Elm & Wyman St. Parking Deck 200 Elm St.	Grease container	1	1	2

CITY-OWNED LANDFILL SITE MAP

HISTORICAL TONNAGE DATA

GARBAGE

YEAR	TOTAL TONNAGE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
2004	55,370	3,879	3,513	5,032	4,709	4,612	5,733	4,815	5,054	4,856	4,080	4,662	4,426
2005	54,466	3,860	3,714	4,749	4,523	4,642	5,295	4,415	5,405	4,539	4,386	4,800	4,138
2006	56,436	4,253	3,610	4,503	4,626	5,067	5,382	4,786	5,269	5,307	4,793	4,847	3,993
2007	55,643	4,334	3,433	4,565	4,629	5,292	4,781	5,138	5,891	4,305	4,941	4,366	3,967
2008	53,875	4,647	3,373	4,196	5,068	4,801	4,732	5,410	4,293	4,758	4,408	3,850	4,338
2009	51,786	3,546	3,474	4,439	4,630	4,637	4,873	4,778	4,453	4,579	4,151	3,974	4,252
2010	49,739	3,379	3,213	4,644	4,285	3,993	5,098	4,406	4,617	4,400	3,691	4,220	3,794
2011	48,038	3,404	3,114	4,310	3,777	4,173	4,799	3,837	4,739	4,057	3,840	4,170	3,819
2012	45,497	3,434	3,324	3,865	3,781	4,286	3,884	4,012	4,201	3,573	3,955	3,718	3,463
2013	31,423	3,819	2,960	3,149	4,416	4,520	3,936	4,657	3,967				

YARD WASTE

YEAR	TOTAL TONNAGE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
2004	16,313	37	494	234	1,795	2,724	2,397	1,557	1,167	1,181	1,649	2,985	94
2005	13,563	14	0	228	1,810	2,034	1,395	740	1,287	1,018	1,482	3,446	110
2006	15,851	83	473	0	2,291	2,478	1,833	1,375	1,135	1,539	2,067	2,553	25
2007	15,204	47	473	579	1,695	2,490	1,553	1,267	1,591	1,067	1,613	2,658	172
2008	15,854	19	0	60	2,482	2,283	2,211	1,607	1,016	1,214	1,560	3,194	207
2009	17,093	7	473	786	1,416	2,457	1,991	1,518	1,259	1,222	2,502	3,347	116
2010	14,963	36	473	657	1,641	1,926	2,086	1,125	1,630	1,124	1,526	2,643	98
2011	15,284	18	473	0	1,520	2,180	2,269	925	1,905	1,057	2,244	2,603	91
2012	12,950	60	509	564	1,722	1,939	1,057	684	1,102	802	2,672	1,762	77
2013	8,666	2	473	579	909	2,522	1,655	1,466	1,059				

RECYCLING

YEAR	TOTAL TONNAGE	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
2004	7,171	556	494	615	612	570	676	560	617	585	544	679	664
2005	7,178	571	509	616	583	643	643	528	648	582	573	648	633
2006	7,006	576	473	579	554	624	594	574	630	547	617	649	590
2007	7,045	585	472	572	596	641	580	601	623	529	638	600	607
2008	7,239	650	476	591	584	610	571	684	546	618	599	524	786
2009	6,830	536	456	581	589	593	634	552	587	545	538	536	684
2010	6,736	536	470	608	572	541	625	558	625	521	470	598	612
2011	6,886	597	491	575	526	562	637	546	636	570	556	567	622
2012	6,604	518	454	535	550	622	563	563	595	509	582	605	509
2013	4,200	471	388	421	620	631	574	580	515				