

AUTHORIZING A FIVE-YEAR AGREEMENT WITH LRS FOR REFUSE, RECYCLING, YARD WASTE, HAZARDOUS HOUSEHOLD WASTE AND ELECTRONICS RECYCLING COLLECTION SERVICES.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, on April 26, 2023, the City publicly opened bids for a five-year agreement to provide services for the collection of refuse, recyclables, and yard waste beginning on September 1, 2023 and ending on August 31, 2028 (the "2023 Refuse RFP"), and determined that LRS submitted the lowest responsible bid as set forth in the attached and incorporated Exhibit A (the "LRS Bid"); and

WHEREAS, the City's corporate authorities find that approving the LRS Bid is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The recitals to this resolution are true, correct, adopted and incorporated as Section One to this Resolution.

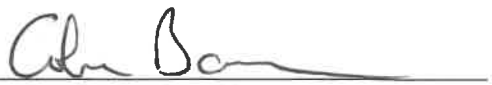
SECTION 2: The City's corporate authorities approve the LRS Bid and further approve, authorize, and direct the City Manager to enter into an agreement, in a form acceptable to the City Manager, with LRS for the 2023 Refuse RFP in accordance with the LRS Bid amounts, and to take all necessary actions to effectuate the award of the LRS Bid.

SECTION 3: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 4: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 22nd day of May 2023, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Zasada, Larson, Smith, Perkins, McAdams, Verbic, Walker, Barnes. Nay. None.




COHEN BARNES, Mayor

ATTEST:


Ruth A. Scott, Executive Assistant

Independent Contractor
Agreement for Services

THIS AGREEMENT, by and between the City of DeKalb, hereinafter referred to as the "City" and "**Lakeshore Recycling Systems, LLC**" hereinafter referred to as the "Contractor", with the City and Contractor agreeing as follows

A. Services:

Contractor agrees to furnish to the City the following services:

See attached Exhibit A

Contractor represents that it possesses the skills and knowledge necessary to provide all such services and understands that the City is relying upon such representation. Contractor further acknowledges that Exhibit A is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement.

B. Term: Five (5) years beginning September 1, 2023, to August 31, 2028

Services will be provided as needed and directed by the City beginning on the date of execution of this agreement and continuing, until midnight on September 1, 2028.

C. Compensation:

Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the fee schedule attached hereto as Exhibit A. All payments will be made according to the Illinois State Prompt Payment Act.

Any payment made to the Contractor shall be strictly on the basis of quantum merit. The Contractor shall submit to the City a detailed breakdown and invoice of all charges, including detail of past payments and amounts still remaining due, accurate to the date of the invoice, with each request for payment. Any additions to or deductions from the approved total amount of the contract, and any out of scope work shall require prior, written approval from the City. Any work performed without the City's express, written consent shall be solely at the expense of the Contractor.

D. Changes in Rates of Compensation (and Prevailing Wages):

If the Contractor seeks to impose any change in the fee schedule (whether in terms of hourly fee or lump sum fees), then the Contractor shall provide not less than ninety days written notice of its intent to change its fee schedule, and any such change in fee schedule shall require the approval of the City. To the extent applicable, the contractor shall further comply the requirements of the Prevailing Wage Act in that all laborers, mechanics and other workers performing work under this Agreement which is subject to the Prevailing Wage Act shall be paid not less than the general prevailing rate of hourly wage as provided for in 820 ILCS 130/1 et seq. **Prevailing wage records must be submitted with each invoice submitted; invoices submitted without corresponding prevailing wage records will not be processed until the certified payrolls are submitted.** Contractor shall indemnify, defend and hold harmless the City from any

claims arising out of or relating to any actual or alleged non-compliance with the requirements of the Prevailing Wage Act.

E. Ownership of Records and Documents / Confidential Information:

Contractor agrees to keep and maintain all books and records and other recorded information required to comply with any applicable laws, including but not limited to the Prevailing Wage Act. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. Contractor further agrees to keep as confidential any information belonging or relating to the City which is of a confidential nature, including without limitation information which is proprietary, personal, required by law to be confidential, or relates to the business, operations or accounts of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Act 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act and the Act (complying in all respects as if the Contractor was, in fact, the City). Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the DeKalb County Circuit Court, DeKalb County, Illinois.

G. Independent Contractor:

The Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal purposes. The Contractor and City acknowledge that the provisions of this Agreement shall be construed, pursuant to *Carney v. Union Pacific Railroad Company*, 2016 IL 118984, to provide the City with the right to stop or resume work, to make inspections, to receive reports and to provide recommendations or suggestions pursuant to Section 414 of the Second Restatement of Torts, consistent with the employment of an independent contractor, and that no provision of this Agreement shall be construed as the City retaining control of or having liability for the actions of the Contractor. The City shall have no liability for Contractor's selection of personnel, employees or subcontractors, nor for the presence of dangerous conditions on any real property where Contractor is employed.

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The City's compensation to Contractor shall be limited to that described in Exhibit B, and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors.



In the event that the City determines, in its sole discretion, that it is economically advantageous for the City to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the City and Contractor agree that Contractor shall then utilize the City's equipment or supplies according to its own determination of their best and appropriate use. Contractor shall be responsible for its' own personnel, training, instruction and related matters. Contractor shall be responsible for determining its sequence of performance for required work. Contractor's work shall be evaluated by the City based upon the end result of such work. Contractor shall be responsible for any expenses incurred by Contractor in the performance of its work, and shall not be authorized, expressly or impliedly, to obligate the City on any debt, contract or other agreement whatsoever. In the event that Contractor is compensated on an hourly basis under the terms of this Agreement, the City and Contractor agree that Contractor's compensation is usual and customary, based on the terms that Contractor offers its services to the market in general.

H. Certifications:

Executing this Agreement constitutes acknowledgment, acceptance, and certification of the accuracy of the following certifications, and any other certifications required under any applicable law relating to the performance of this Agreement. The Contractor is responsible for identifying all such applicable regulations and certifications, and for compliance with the same.

Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Act"), GENERAL CONTRACTOR, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. GENERAL CONTRACTOR understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

Prevailing Wage: The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. A copy of the most recent available list of



prevailing wages is attached hereto or has been provided to the Contractor. The Contractor is responsible for regularly updating said list as new prevailing wage rates are made available by the City or by the Illinois Department of Labor. The Illinois Department of Labor posts regular updates to prevailing wage rates on its official website, which is currently www.illinois.gov/idol. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Illinois Prevailing Wage Act, which is incorporated herein by reference as if fully restated.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is _____ and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.

Authorized in Illinois: The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in



compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

I. Indemnification:

The Contractor shall be responsible for any and all damages to property or persons arising out of an error, omission, and/or negligent act in the prosecution of the work or failure to prosecute the work and shall indemnify and hold harmless the City, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. The Company shall assume all restitution and repair costs arising out of an error, omission and/or negligence.

The Contractor agrees to indemnify and save harmless the City, including its elected or appointed officials, employees, attorneys and agents (collectively, the "City Indemnitees") against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Contractor or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Contractor, the Contractor's employees, contractors or subcontractors, the City or City Indemnitees or otherwise, with the single exception of any claim, damage, loss, or expense arising solely out of the intentional misconduct of the City or City Indemnitees. The Contractor is solely responsible for determining the accuracy and validity of any information provided to the Contractor by the City or its representatives. This indemnification shall apply to the fullest extent of the law, and in the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect.

This indemnification shall include any claims arising out of the erection, construction, placement or operation of any scaffold, hoist, crane, stay, ladders, 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 or Section 343 of the Restatement (Second) of Torts. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' 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 (1991) in Illinois. However, pursuant to the Construction Contract Indemnification for Negligence Act (740 ILCS 35), the Parties shall not indemnify the other for any liabilities, damages, costs or expense resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or other such immunity statute or common law, by reason of indemnification or insurance. Indemnification shall survive the termination of the Agreement.



J. Insurance, Licensure and Intellectual Property:

The Contractor shall comply with all insurance requirements described on the attached Exhibit C. The Contractor agrees and warrants that it has procured all licenses, permits or other official permissions required by any applicable law to perform the services contemplated herein, that it will procure all additional licenses, permits or other official permissions hereafter required by law during the term of this Agreement, and that it will keep all such licenses in effect during the term of this Agreement. The Contractor shall provide a copy of any such licenses or permits upon request. All such insurance and licensure shall be provided at the Contractor's sole expense. Contractor also warrants that it has complete ownership or authorization/entitlement to any intellectual property, software, images or other such items used in the performance of its work under this Agreement, and that it shall transfer to the City, unrestricted, the ability to modify, amend, publicize or otherwise utilize any intellectual property provided to the City under this Agreement unless the City expressly preapproves in writing a limitation to these provisions.

The Contractor shall not commence work under this Contract until they have obtained all insurance required and such insurance has been submitted to and approved by the City, nor shall the Contractor permit any Subcontractor to commence work on any subcontract until the same insurance has been obtained by the Subcontractor. The Company and all Subcontractors shall maintain their insurance in place for not less than two (2) years following completion of all work required under this Contract.

All drawings, specifications, reports and any other project documents prepared by the Contractor in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Contractor shall have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Contractor agrees that basic survey notes and sketches, charts, computations and other data prepared or obtained by the Contractor pursuant to this Agreement shall be made available, upon request, to the City without cost and without restriction or limitation as to their use. All field notes, test records, and reports shall be available to the City upon request.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibit A, Exhibit B, and Exhibit C. Except for those terms included on Exhibit A, Exhibit B, and Exhibit C. no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The City reserves the right by written amendment to make changes in requirements, amount of work, or time schedule adjustments. The Contractor shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. The City may, at any time by written order, require the Contractor to stop all or part of the services required by this Agreement. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. If the Contractor identifies any costs associated with the suspension of services, such costs must be expressly approved by the City in writing, or they shall be the sole expense of the Contractor.



L. Notices:

All notices required to be given under the terms of this License shall be given mail, addressed to the parties as follows:

For the City:

City Manager
City of DeKalb
164 E. Lincoln Hwy.
DeKalb, IL 60115

For the Contractor:

Central Regional Vice President
Lakeshore Recycling Systems, LLC
5500 Pearl Street
Rosemont, IL 60018

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

M. Subcontractors and Third Parties:

Contractor shall not assign or subcontract for the performance of any obligation under this Agreement, except with the express, written preapproval of the City, which consent may be withheld in the City's sole and absolute discretion. Should Contractor assign any obligation arising under this Agreement with the consent of the City, the Contractor shall remain to be primarily liable to the City for the performance of the obligation in question, and further shall be liable for ensuring that the subcontractor(s) comply with all obligations arising under this Agreement as if the subcontractor(s) was/were the Contractor itself. Further, should Contractor request to assign the performance of any obligation arising hereunder to a subcontractor, Contractor expressly provides its consent to the City contracting directly with such proposed subcontractor (or another subcontractor acceptable to the City) for the performance of such work, and to the amendment of this Agreement to reduce the scope and cost accordingly.

The City understands and approves the Contractor's use of a third party subcontractor for the household hazardous waste home collection program so long as the subcontractor has current and valid licensing, certifications and insurance as required by federal and state law, and by the terms of this agreement and Exhibit A, Exhibit B, and Exhibit C.

Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall it inure to the benefit of any third party.

N. Progress Reports:

Contractor shall report to the City Manager or his/her designee, and shall submit written progress reports identifying, in detail, the extent of work completed, the percentage of project completion, and project status, accompanying any invoice submitted to the City. Contractor shall also provide additional written or verbal progress reports to the City upon request, at any time, without additional charge. The Contractor shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal and at any reasonable time when requested to do so by the City, at no additional charge.

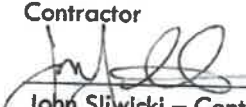
Agreed to this 27 day of July 2023.

City of DeKalb


Bill Nicklas - City Manager


Ruth A. Scott - Executive Assistant

Contractor


John Sliwicki - Central Region Vice President

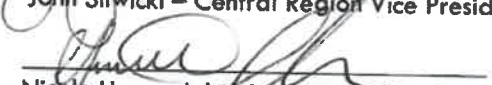

Nicole Hess - Administrative Assistant



Exhibit C:

Insurance Requirements:

1. All Contractors and All Contracts.

Contractor shall provide any and all insurance required under any applicable law, regulation, statute or ordinance, including but not limited to workers' compensation insurance, unemployment insurance, automobile liability insurance and other legally required insurance. Contractor shall produce a certificate evidencing current coverage, upon request from the City. Contractor shall indemnify and hold harmless the City from any and all liability, damage, cost or expense which the City may incur or be liable to pay as a result of any and all accidental injuries or damages suffered by the Consultant or its employees (in addition to any other required indemnification or insurance from Consultant).

2. Certificates and General Conditions:

Unless otherwise indicated herein, any certificate of insurance shall further indicate that the City is additional *primary* insured on such policy of insurance, shall indicate that such policies shall not have any right of subrogation against the City or the City's insurers, and shall indicate that said policy shall not be cancelled or revoked except after the provision of not less than thirty (30) days' notice to the City. Any insurance maintained by the City shall be excess to such coverage provided by Contractor. Contractor shall maintain said policy in full force and effect for the duration of this Agreement, and shall periodically provide updated certificates of insurance to evidence continuing coverage in compliance herewith. For purposes of this Agreement and insurance provided hereunder, the "City" shall include the City of DeKalb, its employees, appointed and elected officers, its committees, its attorneys, and all corporate bodies that exist as a subsidiary to the City. Additional insured status shall be demonstrated with coverage equal to or greater than the ISO CG 20 10 form endorsement and shall provide coverage for bodily injury, property damage or other claims or damages caused in whole or in part by the acts or omissions of the Contractor and/or the City (as defined herein). Coverage shall be applicable both to ongoing and completed operations. The requirements applicable herein shall apply to the Contractor's underlying insurance policy (i.e. the certificate of insurance shall evidence coverage compliant with these terms on the Contractor's insurance policy, and the City shall be named as additional primary insured on such policy).

3. Comprehensive General Liability Coverage Requirements.

Unless this Section 3 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive general liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

4. Automobile Insurance Coverage:

Unless this Section 4 of Exhibit B is clearly marked out as being inapplicable, Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains comprehensive automobile liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / Two Million Dollars (\$2,000,000.00) per occurrence.

5. Professional Liability Insurance Coverage / Errors & Omissions Insurance Coverage:

Unless one or more subsections of this Section 5 of Exhibit B is clearly marked out as being in applicable:

A. Professional Liability / Malpractice: Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains professional liability or malpractice insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.



B. **Errors & Omissions Insurance Coverage:** Contractor shall also be required to provide the City with a Certificate of Insurance, in a form and from an issuer acceptable to the City, indicating that the Contractor has obtained and maintains errors & omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) per person / per occurrence. Said policy need not identify the City as additional primary insured.

6. Indemnification.

The policy limits, availability or unavailability of insurance coverage or the applicability of daims, defenses or limitations based upon applicable law (including but not limited to the Illinois Worker's Compensation Act or similar laws or statutes) shall in no way limit the Contractor's obligation to indemnify and hold harmless the City from any claims for damage, liabilities or other costs arising out of or relating to the Contractor's work or this Agreement.

7. Additional Insurance Requirements.

Contractor shall also be required to provide the following insurance:





CRUM & FORSTER®
A FAIRFAX COMPANY

PERFORMANCE BOND

Bond No. 612420822

KNOW ALL PERSONS BY THESE PRESENTS, That we Lakeshore Recycling Systems, LLC, as Principal and United States Fire Insurance Company, authorized to do business in the State of Illinois, as Surety, are held and firmly bound unto City of DeKalb as Obligee, in the maximum penal sum of One Million and 00/100 Dollars (\$1,000,000.00), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves heirs, executors and assigns, jointly and severally.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Refuse, Recyclables & Yard Waste Collection Services (hereinafter referred to as the "Contract"). Said Contract is hereby referred to and made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this bond shall be void; otherwise to remain in full force and effect pursuant to its terms. This bond is subject to the following express conditions:

1. Whereas, the Obligee has agreed to accept this bond. This bond shall be effective for the definite period of September 1, 2023 to August 31, 2024. The bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew shall itself constitute a loss to the Obligee recoverable under this bond or any extension thereof.
2. The above referenced Contract has a term ending August 31, 2028. Regardless of the number of years this bond is in force or the number of continuation certificates issued, this bond shall have the final and definite expiration date of August 31, 2028, unless earlier non-renewed.
3. No claim, action, suit, or proceeding, except as hereinafter set forth, shall be made or maintained against the Surety on this bond unless such claim, action, suit, or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. Regardless of the number of years this bond is in force, or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
5. Any notice, demand, certification or request for payment, made under this bond shall be made in writing to the Surety at AmyntaSuretyClaims@amyntagroup.com and a copy of said notice shall be made in writing to the Surety at the address specified below.

Amynta Surety Solutions
855 Winding Brook Drive
Glastonbury, CT 06033
Attn: Surety Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Contract, then the terms of this bond shall prevail.

SIGNED, SEALED AND DATED this 1st day of August, 2023.

Lakeshore Recycling Systems, LLC

Principal

By: _____

(Signature)

Name and Title: Mike Chaney CFO

United States Fire Insurance Company

By: _____

James J. Moore, Attorney-in-Fact

STATE OF ILLINOIS

COUNTY OF DUPAGE}

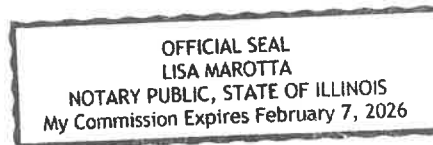
On August 1, 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of United Sates Fire Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275


Lisa Marotta, Notary Public



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

James I. Moore; Dawn L. Morgan; Stephen T. Kazmer; Melissa Schmidt; Martin Moss; Amy Wickett; Kelly A. Gardner

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **One Hundred Twenty Five Million Eight Hundred Thousand Dollars (\$125,800,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

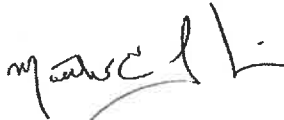
(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

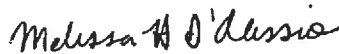


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 1st day of August 2023

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



CITY OF DEKALB

CITY OF DEKALB
164 E. LINCOLN HIGHWAY
CITY OF DEKALB, IL 60115

REQUEST FOR PROPOSAL FOR REFUSE, RECYCLABLES AND YARD WASTE COLLECTION SERVICES FOR THE CITY OF DEKALB



SUBMITTED BY:



5500 PEARL STREET
ROSEMONT, IL 60018



April 26, 2023

Attn: Bill Nicklas, City Manager
City of DeKalb
164 E. Lincoln Highway
City of DeKalb, IL 60115

RE: Request for Proposal for Refuse, Recyclables and Yard Waste Collection Services for the City of DeKalb

Dear Mr. Nicklas,

LRS is honored to be the service provider for the City of DeKalb. Our service crews and administrative staff have developed an excellent working partnership with DeKalb staff over the past 5 years. LRS receives more compliments on our service crews from DeKalb residents than any other municipality we service.

LRS is an independent, locally headquartered, domestic recycling company. While Big Waste consolidation is evidenced by the scarcity of proposals received, we believe DeKalb is uniquely positioned to help foster competition by continuing the partnership we entered into five years ago. Without LRS in the DeKalb County market, there would be little to no competition.

LRS will seek to creatively promote recycling and other sustainable opportunities as requested in the RFP and identified in the Alternative Scope of Service section. LRS is offering to maintain the same collection schedule as to not disrupt service. We will continue to offer food scrap composting as part of the yard waste program in addition to the land application from the City's leaf collection on local DeKalb farms. LRS will continue to offer the City an annual credit of \$25,000 to be used towards the services we provide for the City.

John Sliwicki, Executive Vice President of LRS Central Region, is authorized to sign and execute the proposal and contract associated with this RFP. I will be your primary point of contact. On behalf of all of us at LRS, thank you for your consideration and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, reading "Katie Neary". The signature is fluid and cursive.

Katie Neary

LRS Government Affairs and Municipal Manager

815.901.2130 | KNeary@LRSrecycles.com

MISSION STATEMENT

**LRS IS THE INDUSTRY LEADER IN PROVIDING
INNOVATIVE AND ENVIRONMENTALLY RESPONSIBLE
WASTE AND RECYCLING SOLUTIONS.**

**OUR TEAM DELIVERS EXCEPTIONAL SERVICE
AND VALUE THROUGH RELENTLESS COMMITMENT
TO CUSTOMER SATISFACTION AND PRESERVATION
OF OUR ENVIRONMENT.**



TABLE OF CONTENTS

Transmittal / Cover Letter	Page 2
Executive Summary	Pages 5-10
Scope of Service	Pages 11-30
Alternatives to Scope of Service	Page 31
Summary	Page 32
Required Forms/Information	Pages 33-42
Pricing Proposal	Pages 43-44
Certificate of Insurance	Page 45
Refuse Questions/Responses	Pages 46-50
Original RFP	Pages 51-100

EXECUTIVE SUMMARY

A. OVERVIEW OF LRS

Over 20 years ago, three Chicagoland recycling and waste industry veterans partnered to lay a foundation for LRS (formerly Lakeshore Recycling Systems). LRS began as a recycling company with a Chicagoland material recovery facility (Recycling Systems Inc.) and a local waste commercial service hauler (Lakeshore Waste Services). Today, LRS is the largest, independently-owned waste service provider in Illinois and amongst one of the largest service providers in the country.



LRS FACILITIES

LRS owns and operates over 88 facilities throughout the country where we process recyclables collected from homes and businesses every week. LRS is reputed throughout the country as a highly-awarded steward of the environment as we prioritize recycling, reusing and composting first, and landfilling last.

Our world renowned state-of-the-art single stream recycle processing center located in Forest View demonstrates our vast range of capabilities, technology and processes using both human and artificial intelligence to capture as many reusable materials as possible for the domestic trade market.

LRS also owns several collection and waste hauling companies throughout the northern Illinois as well as transfer stations, recycle processing centers and a subtitle-D landfill all of which allow a level of assurance for our municipal customers.

CERTIFIED AND QUALIFIED DOMESTIC STEWARDS OF THE ENVIRONMENT

LRS uses renowned certified and highly-qualified partners, processes, intelligent technology and local people to make certain our product continues to meet standards domestic companies place on the materials they resource. LRS is proud to have always been a domestic recycler, resourcing over 99% of the materials we collect in the USA.

LRS ACQUISITIONS AND GROWTH IN THE PRIVATE MARKET

Over the past five years, LRS has acquired many reputable service providers throughout northern Illinois to include a mix of companies providing services for waste collection, portable restrooms and street sweeping services. LRS has strategically acquired and partnered with companies aligned with common core business model principles, in turn, offering greater potential in the areas of environmental stewardship, efficiency, convenience, customer service and technology.

COMPANY INFORMATION AND PRIMARY CONTACT

Company Name:	LRS	Phone Number:	844.NEED.LRS
Headquarters:	5500 Pearl Street, Rosemont, IL 60018	Fax Number:	773.685.6043
Company Contact:	Katie Neary	Website:	LRSrecycles.com
	LRS Government Affairs and Municipal Manager		
	KNeary@LRSrecycles.com		

EXECUTIVE SUMMARY (CONTINUED)

B. MUNICIPAL SERVICE QUALIFICATIONS

After several years of servicing industrial and commercial customers in the early 2000's, LRS began offering residential services. Today, the LRS network services well-over a million homes throughout the country. LRS has been newly awarded and transitioned more municipal contracted services than any other waste service provider throughout the Chicago Metropolitan area in recent years. LRS is the honored recipient of a surfeit of highly regarded awards, such as the Illinois Sustainability Award, being the only waste company to receive this award and for two consecutive years.

LRS offers municipal partners a multitude of sustainable and convenient services with competitive rate structures and flexible capabilities. We continue to look for the most sustainable outlet or reuse for the materials we collect, with attention to the total environmental impact. The municipalities we service have been able to recognize increases in recycling, as well as a reduction in cost and waste.

LRS offers the following services throughout northern Illinois, all of which are available to our municipal partners:

- Residential Subscription Cart Program
- Residential Volume Based Sticker Program
- Residential RFID Volume Based Cart Program
- Residential Organics/Food Scrap Program
- Household Hazardous Waste Home Collection
- Electronic Waste Home Collection
- Street Sweeping (Preferred Municipal Partner)
- Portable Restrooms, Sinks and Sanitizing Stations
- Portable Storage Units
- Semi-Dump Truck & Trailer Services
- Commercial & Construction, Recycling & Waste Services



Ribbon cutting for the opening of the LRS Undergraduate Student Success Center at NIU

In terms of outreach, LRS has been very successful with our local and dedicated marketing department, complimenting the high standards we have with every area of service. With each community we service, we continuously work with residents and administrators to develop tailored promotional programs that suit the community's characteristics, needs, and expectations. Communities we service are pleased to have a multitude of services to choose from but also receive custom-tailored education, marketing tools and resources, convenient communication methods, and exceptional customer care.

EXECUTIVE SUMMARY (CONTINUED)

B. MUNICIPAL SERVICE QUALIFICATIONS (CONTINUED) **OUR PARTNERSHIP WITH THE CITY OF DEKALB**

We consider the collective DeKalb community to be our partner. Over the years, we've enjoyed being able to contribute to the community with a multitude of services and sponsorships, such as CornFest and the LRS Undergraduate Student Success Center at NIU.



LRS provides other services for the community and City, such as portable restrooms and large construction dumpsters for home events and projects. Having a comprehensive waste collection program and service provider are essential to the overall health and safety of any thriving community. It's also uncommon for municipalities to transition waste collection programs or providers. Some Chicagoland communities have had the same service provider for many decades, even up to 75 years. We hope our five years of service and partnership speaks to the character and quality of LRS. We look forward to being a community partner for many years to come.

ESSENTIAL ASSETS - WHY IT'S IMPORTANT FOR THE CITY OF DEKALB

In northern Illinois, LRS is the only independently-owned service provider offering a full range of local assets to provide large municipalities' long-term security for waste, recycling and organics collection and disposal. This prevents the City from being challenged with an unplanned rate increase because of landfill disposal costs or worse, simply no place for the garbage to go.

LRS owns dozens of recycle and waste transfer station facilities, and material recovery facilities where recyclables are sorted, baled and transported to be domestically recycled. These facilities are important but equally important is where the materials end up. LRS has established decades of domestic resources and outlets to recycle and reuse the materials we collect. Despite the challenging economics in recent years with commodity supply and demand as well as the overall impact as a result of the pandemic, LRS continues to thrive.

In the wake of major Big Waste consolidation, LRS acquired a landfill in northern Illinois a few years back. It is difficult to survive the Chicagoland waste industry market without owning a landfill because the large, publicly traded companies often inflate disposal rates for smaller, independently-owned companies.

Landfills are a very challenging and difficult asset for waste haulers to secure and have as a resource. While the small private companies are being forced to make tough decisions surrounding the monopolistic industry infrastructure, LRS will continue to raise the bar with our asset inventory.

EXECUTIVE SUMMARY (CONTINUED)

C. LRS LOCAL FACILITIES

LRS ELBURN TRANSFER STATION AND ELECTRONIC RECYCLE CENTER

1N138 Linlar Drive, Elburn, IL 60119

- This facility houses its own Fleet Maintenance Department with over 40 drivers dispatching out of the building, as well as a commercial and industrial office and maintenance facility.

LRS SINGLE-STREAM RECYCLING CENTER

6201 West Canal Bank Road, Forest View, IL 60402

- Our Heartland facility processes over 1,500 tons-per-day of Municipal Solid Waste (MSW) and C&D. This facility also has two solidification pits for non-hazardous liquid waste, two separate wood grinding operations, as well as two balers for OCC processing.
- In March 2015, LRS began transforming this facility into a cutting-edge single-stream facility. LRS' single-stream recycling system now harvests over 110,000 tons of high-grade residential and commercial single-stream recyclables annually, and sorts, separates and allocates over 20 tons of recyclables per hour. Not only did this initiative dramatically decrease the amount of waste sent to landfills, it also contributed to the growth of 100 new jobs in Chicagoland.

ROLLING MEADOWS TRANSFER STATION

3851 Berdnick Street, Rolling Meadows, IL 60008

- This facility is used to sort and separate material collected in northern Illinois.



LRS WEST CHICAGO MRF

1655 Powis Road, West Chicago, IL 60185

- In January 2017, LRS acquired K. Hoving Companies, a full-service waste management, recycling and dumpster rental company based in West Chicago, IL. This addition of over 100 employees and the seventh LRS location allows LRS to greatly expand its services.
- LRS has implemented a Temporary Services Division to serve customers seeking roll-off services, portable toilets, street sweeping and on-site storage. As an experienced roll-off provider, LRS now controls nearly 20% of the Chicagoland roll-off market, and offers a full range of containers with dedicated 24-hour service.
- With the addition of West Chicago MRF, LRS is the second largest portable toilet business in Illinois, as well as a leader in street sweeping services for commercial and residential needs.

MAYWOOD TRANSFER STATION AND RECYCLE CENTER

1201 Greenwood Avenue, Maywood, IL

- This location has a new recycling process center and is a transfer facility for organics, compost and non recyclable material.

LRS NORTHBROOK TRANSFER STATION

2750 Shermer Road, Northbrook, IL 60062

- This facility is used to sort and separate material collected in northern Illinois.

EXECUTIVE SUMMARY (CONTINUED)

C. LRS LOCAL FACILITIES (CONTINUED)

LRS EXCHANGE STREET MRF

1300 West Exchange Avenue, Chicago, IL 60609

- In July 2013, LRS acquired this 10-acre property. This facility was completely renovated and opened in February 2023 as LRS' largest MRF. Over 25 tons per hour of recyclable material can be sorted, separated and allocated at this location and this facility can process over 280 million pounds of material per year.



LRS CALIFORNIA STREET MRF

3152 South California Avenue, Chicago, IL 60608

- Opened in 2005, LRS' California Avenue facility is able to take in as much as 3,500 tons of solid waste per-day. This facility operates 24-hours-per-day, 7-days-per-week, 365-days-per-year. With its substantial capabilities, this facility is the largest transfer station (by volume) in the state of Illinois. LRS processes over 800,000 tons of materials annually at this facility alone.
- This facility is permitted for Municipal Solid Waste (MSW) and construction and demolition material (C&D). We divert up to 40% of materials from a landfill. This considerable diversion rate is due to both innovative use of technology and the dedication of over 100 employees who operate our dual sorting line.

LRS PACKERS FACILITY

1420 West 41st Street, Chicago, IL 60609

- This property serves as a dispatch point for nearly 100 LRS trucks.
- This facility is a roll-off operations office and maintenance facility only; it is not open to the public and does not accept any item drop-offs.

LRS NORTHBROOK MRF

2300 Carlson Drive, Northbrook, IL 60062

- LRS acquired this Northbrook facility in March 2016 and has considerably increased the collection of construction and demolition waste since then.
- This facility also allows LRS to process over 2.3 million tons of material annually.

ECOLOGY SOLUTIONS LANDFILL

137 Commercial Drive, Atkinson, IL 61235

- Ecology Solutions provides a safe, environmentally responsible and committed way to dispose of solid waste throughout Illinois and Iowa. Established in 2019, Ecology Solutions is committed to making a difference in the communities it serves by adhering to safety standards and environmental practices.

EXECUTIVE SUMMARY (CONTINUED)

D. AWARDS AND CERTIFICATIONS

BEST AVAILABLE ENVIRONMENTAL TECHNOLOGY

The National Association of Environmental Professionals recognized LRS' investment in building an innovative, state-of-the-art, single stream recycling facility in Chicagoland which also serves a significant portion of the Chicago Metropolitan area. NAEP awards are granted to companies and agencies with projects that achieve outstanding environmental contributions.



TOP 50 OF TOP 100 WASTE AND RECYCLING HAULERS NORTH AMERICA – WASTE360

Waste360 recognized LRS for two consecutive years for ranking in the top 50 of the top 100 waste and recycling haulers in North America. This reflects LRS' ongoing success through organic growth and regional expansion in both Chicagoland and the Chicago Metropolitan area. Waste360 is the leading information, event, commerce and education provider to the solid waste, recycling, organics and sustainable communities and plays a critical role in connecting industry professionals worldwide.

ADDITIONAL AWARDS AND SPECIAL RECOGNITIONS

- Chicago's Best and Brightest Companies to Work For 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Company of the Year – American Business Awards
- Crain's Fast 50 2019, 2020, 2022
- Crain's Largest Privately Held Business 2017, 2018, 2019, 2020, 2021, 2022

LRS MATERIAL RECOVERY FACILITIES AWARDS, CERTIFICATIONS AND ATTRIBUTES

LRS material recovery and waste transfer station facilities throughout northern Illinois and southern Wisconsin process over 1.2 million tons per year of municipal solid waste (MSW) and recyclable materials, and 71,000 cubic yards of organic materials. In terms of best practices in safety and environmental sustainability, every LRS facility utilizes processes far exceeding industry standards. The following provides some insight on some of the facility features that contribute to the high standards of LRS.

LRS LEED CERTIFIED FACILITIES

Most municipalities, manufacturing, construction, and commercial companies have waste minimization goals and requirements which include reducing, reusing, and recycling materials they generate for disposal. The LRS facilities boast impressive environmental certifications that allow LRS customers to be more competitive in their marketplace by providing waste minimization guarantees for the end disposition of materials.

To that point, LRS is the only recycling company in the Chicagoland and Chicago Metropolitan area certified by the Recycling Certification Institute (RCI) with LEED certifications. This highly regarded certification attracts a significant amount of municipal, commercial, and industrial contractors who use LRS facilities for all of their waste disposal needs.



A. SCOPE OF SERVICE - CLARIFICATION

LRS unequivocally understands and is capable, and also agrees to provide the services described in the City of DeKalb Request for Proposals (RFP) for the Refuse, Recyclables, and Yard Waste Collection Services issued on March 17, 2023. LRS has noted some minor deviations which are clearly indicated in each perspective section. LRS agrees to the Term of Contract of five years commencing on September 1, 2023 through August 31, 2028.

LRS will agree to provide rates as part of a final contract negotiation for a renewal upon expiration of the contract term associated with this RFP. LRS would seek to better understand specifically what the expectations for the City would be at that time and would advise the City to do the same.

For additional consideration to this point; LRS may intend on developing infrastructure, if reasonable infrastructure opportunities become available, in the DeKalb area. This may lend itself to offer improved rates and services; therefore, we are not recommending locking in renewal terms and rates at this time. If the City would prefer to lock in rates and terms in advance with the final agreement associated with this RFP, LRS is willing to offer this.



LRS agrees with the Request for Proposal to include services and provisions reflected in the RFP. As the current service provider for DeKalb, LRS concludes the majority of services described in the RFP will remain in place. LRS is open to review and discuss any of the items proposed should the City seek to alternate the program structure.

Any items changed in the RFP from the current agreement with the city to include the description of bulk items that may be two white good appliances, is accepted and agreed upon. LRS has identified minor deviations as clearly identified.

- LRS agrees with definitions on page 2, 3, 4 and 5 of the RFP, unless otherwise noted as a deviation.
- LRS agrees to provide labor, equipment and services required for the following as requested and noted, unless reflected in this proposal as a deviation.

SCOPE OF SERVICE (CONTINUED)

A. SCOPE OF SERVICE - CLARIFICATION (CONTINUED)

CURBSIDE AND ALLEY COLLECTION PROGRAMS – UNLIMITED COLLECTION

- LRS agrees with the Description of Work on page 5 and 6 of the RFP as well as the Basic Services on page 11 and 12 for Curbside and Alley Collection Programs.
- LRS will continue providing weekly services on Wednesday, Thursday and Friday.
- LRS will replace (LRS) carts upon request, as needed.
- LRS will continue to lease additional carts and yard waste carts, as requested.
- LRS will continue to offer the home collection programs for household hazardous waste and electronic waste.
- LRS agrees to provide service as described on page 15 in the section titled Collection.
- LRS agrees to the schedule adherence, holiday collection, container placement and replacement, recyclables collection, collection point, collections containers, titles to waste and all conditions as defined in Section III of the RFP beginning on page 19.

Deviation(s):

A. **Bulk Items:** While most bulk items and appliances do not require additional (excessive) special labor and equipment, LRS may require items that need special handling, such as a piano, to be picked up as a special pickup. In such a rare case, LRS will provide a tag on the item notifying the resident the item requires a special pickup. Pianos often require a very specialized truck with a claw and additional labor. Items such as couches, washers and dryers, and items containing PCB's, will not require a special pickup.

B. **Dirt:** LRS yard waste trucks may accept incidental dirt but they cannot accept full bags or containers filled with dirt as it can be damaging to the equipment. LRS can work with the resident to find alternative solutions with a landscaper to accept straight dirt.

* Dirt is also listed in the Unacceptable Material definitions and LRS agrees with this.



SCOPE OF SERVICE (CONTINUED)

A. SCOPE OF SERVICE - CLARIFICATION (CONTINUED)

CITY FACILITIES COLLECTION PROGRAM(S) AND CITY SERVICES

LRS agrees to provide the city facilities with service as described in the RFP and Addendum #1. Please note any item described in the RFP and not clarified in this proposal is assumed to be understood, and agreed to by LRS.

- This includes City baskets as well as facilities. LRS is flexible and nimble and is able to adjust to the needs of the City facilities as they may change during the contract term.
- LRS will continue to provide dumpsters for Street Sweepings at a discounted rate as reflected in the Pricing Proposal.
- LRS will continue to work with the city for direct disposal of leaves using local, nearby farms.
- LRS will continue to offer an annual credit of \$25,000 for the City to use towards services provided by LRS.

CENTRAL BUSINESS DISTRICT COLLECTION

LRS will continue to provide service for the Central Business District. LRS would also seek to work with the City to find additional space and capacity for increasing recycling. LRS is open to providing more recycling service; however, some locations have limited space in the corrals to fit the dumpsters used for recycling. LRS is open to increasing recycling service days in the interim.



SCOPE OF SERVICE (CONTINUED)

B. KEY PERSONNEL

JOHN SLIWICKI, EXECUTIVE VICE PRESIDENT, CENTRAL REGION

John joined LRS in 2016 with over 17 years of experience in waste and construction. Along with being a Risk, Safety & Damage Prevention Committee Chair for UCA (Underground Contractors Association), John has a B.S. in occupational safety and health, a B.A. in business administration and an MBA from Indiana University. He worked in the Chicagoland waste industry for many years overseeing hauling and post collections. This experience is a key factor to improving LRS' safety structure, reducing incidents as well as obtaining extensive cost savings. John's primary objective for LRS is to create and implement programs, processes and training to drive the evolution of the safety and risk culture as well as his new role overseeing the Central Region Division. John has spent the last two years overseeing all of LRS' post collections divisions which include our transfer stations, material recovery facilities and landfills. Within the time that John has been with LRS, the Company has already reaped the benefits of his safety expertise and will see even more benefit in the years to come with his well-rounded experience.



JOHN MCGEE, VICE PRESIDENT OF REGIONAL OPERATIONS

John has been the General Manager out of the Maywood, IL location for nearly two years and has 33 years of experience in the waste industry. He originally started in this industry with Browning-Ferris Industry (BFI) and has intimate knowledge of the waste, recycling and organics hauling and disposal in the Chicagoland region. John is now overseeing all of the central region to build a safety culture and customer experience that is second to none. John is honored and excited to work with the men and women at LRS, the thousands of customers the LRS team has built throughout Chicagoland, with a commitment to drive our mission as we move into the future.



SCOPE OF SERVICE (CONTINUED)

B. KEY PERSONNEL (CONTINUED)

KATIE NEARY, GOVERNMENT AFFAIRS AND MUNICIPAL MANAGER

Katie joined LRS in 2017 managing municipal franchise services throughout Greater Chicagoland. She began working in the waste industry over 25 years ago with BFI and has worked in various capacities of business development, management and systems administration. She began working with municipalities, overseeing franchise contracts in the Naperville-Aurora area in the 1990's. Katie worked with Naperville staff to conduct a city-wide waste audit, leading to the City's first all-cart program and their transition from a long time service provider. After BFI was sold, she joined Veolia Environmental Services of North America (VESNA) in Lee County, FL, managing office staff and customer service overseeing Lee County's exclusive residential and commercial waste franchise contract. She successfully led staff to facilitate the implementation of a county-wide mandatory commercial recycling program.



Katie was promoted to VESNA's corporate headquarters in a Systems Administration role, responsible for over 160 business units, including; waste hauling companies, landfills, transfer stations, and material recovery facilities, throughout the US and Bahamas. She developed and/or implemented company-wide business need solutions, compliance and company-wide on-line training program content and tools for customers, vendors and staff. Her role with mergers and acquisitions involved on-boarding systems and staff with standard operating procedures and best practices. She also has experience with managing the business development for two of the largest subtitle-D landfills in Illinois, multiple waste hauling companies, waste transfer stations, compost facilities and an industrial-hazardous-waste division. Katie worked with VESNA's Technical Solutions Hazardous Waste Division, managing hazardous waste and recycling services for manufacturing, pharmaceutical, oil and gas, and nuclear energy waste facilities and projects. Katie's experience lends itself well to the Chicagoland municipal market area. She has greatly contributed to the development of the LRS Household Hazardous Waste and E-Waste Home Collection Programs. Katie uses every resource available for improving overall service-value, while maximizing sustainable and convenient methods, resulting in a positive environmental impact for the communities we service.

ANN INFUSINO, DIRECTOR OF CUSTOMER EXPERIENCE



Ann offers a wealth of knowledge and experience to lifting our customer service to the next level as the Director of Customer Experience. For more than two decades, Ann has been driving superior customer service through strong leadership, superior training and process improvement. As a lean Six-Sigma trained leader, our team is lead to offer each customer a wonderful and efficient experience. Ann's goal is to offer every resident a cohesive customer experience through all customer touch points (phone, email, online chat and social media).

SCOPE OF SERVICE (CONTINUED)

B. KEY PERSONNEL (CONTINUED)

MEAGHAN JOHNSON, VICE PRESIDENT OF MARKETING

Meaghan Johnson joined LRS in 2014 and built a corporate brand post-merger of the two former company identities, creating a unified voice for LRS. Dedicated to converting two identities into one successful brand, Meaghan developed a critical marketing strategy that set LRS for optimal growth and exposure through strategic print, broadcast and social media advertising.



Thanks to an award-winning marketing background working for Fortune 100 brands such as The Walt Disney Company and Fox Sports Midwest (where her broadcast advertising campaign was awarded the 2012 Silver Telly) Meaghan was able to create a strong brand identity for LRS and spread its awareness and message throughout the Midwest and in the national arena.

Meaghan will partner with each municipality to ensure best communication for residents is set forth both in print and digitally online. Meaghan currently serves on the board of the Solid Waste Association of North America's (SWANA) Illinois Chapter, where she is spearheads Young Professional engagement.

ASHOK DHIMAN, VICE PRESIDENT OF CUSTOMER EXPERIENCE



Ashok is a customer-focused and business-savvy digital transformation leader, leading and directing teams in creating enterprise and customer facing products, business solutions and capabilities. Ashok brings more than 25 years of experience in both the business and technical side with deep understanding of how to use technology, business processes innovation and needed partnerships across the organization to enhance customer experience. His focus prior to joining has been in - Customer Experience (CX), Product Management, Voice of the Customer (VoC), Digital Experience and customer analytics.

Ashok is leading LRS customer experience and digital experience teams, bringing in continuous process improvements and system integration best practices. He designed and implemented enterprise NPS (VoC) and customer touchpoint experience research methods for continuously monitoring and scouting the innovation horizon. He continues to collaborate and build partnership with cross-functional teams at LRS to driver process efficiencies and the customer experience gains.

SCOPE OF SERVICE (CONTINUED)

C. LRS ELECTRONIC WASTE HOME COLLECTION PROGRAM ELECTRONIC RECYCLING HOME COLLECTION PROGRAM

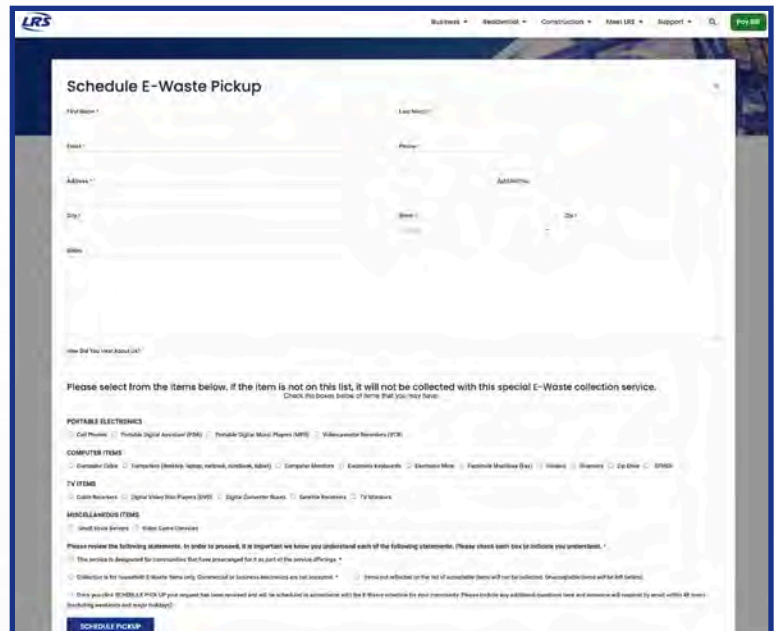
The LRS Electronic Recycling Home Collection Program offers residents the most convenient, safe, affordable, and secure option for the proper management of Electronic Waste (E-Waste) without having to take them to a drop-off site. The LRS Home Collection Program provides collection of E-Waste materials which are defined by 415 ILCS 151, Consumer Electronic Recycling Act.

ELECTRONIC RECYCLING COLLECTION PROCESS

LRS offers monthly collection of E-Waste. Residents can call our Customer Service or submit a request on-line through our LRS DeKalb E-Waste web-portal. The web portal provides a user-friendly process along with a list of E-Waste items for residents to choose from. After the request is submitted, LRS will contact to acknowledge receipt of the request and answer any additional questions residents may have regarding the collection.

E-WASTE SECURITY AND PROPER MANAGEMENT

Residents often inquire on security associated with E-Waste Collection. As an added benefit of partnering with LRS for the management of E-Waste, our recycling process comes with multiple certifications recognized worldwide to include the Illinois Environmental Protection Agency. The following certifications are amongst the highest standards available in the industry for best practices and proper management of electronic waste and offered as part of the LRS Electronic Recycling Home Collection Program.



- E-STEWARDS
- R2
- ISO 45001:2018
- ISO 14001.2015
- ISO 9001.2015
- MICROSOFT REFURBISHER

SCOPE OF SERVICE (CONTINUED)

C. LRS ELECTRONIC WASTE HOME COLLECTION PROGRAM (CONTINUED)

E-WASTE SECURITY AND PROPER MANAGEMENT (CONTINUED)

Each certification reflected provide layers of security and assurance the material components are being properly managed in terms of data destruction, recycling, and disposal of hazardous components.

Acceptable E-Waste items include the following as defined by 415 ILCS 151:



- Cable Receivers
- Cell Phones
- Computers
- Computer Cable
- Digital Converter Boxes
- Digital Video Disc Players (DVD)
- Digital Video Disc Recorders
- Electronic Keyboards (computer keyboard)
- Electronic Mice (computer mouse)
- Facsimile Machines (fax)
- Portable Digital Assistant (PDA)
- Portable Digital Music Players (MP3)
- Printers
- Satellite Receivers
- Scanners
- Small Scale Servers
- TV's and Monitors
- Videocassette Recorders (VCR)
- Video Game Consoles
- Zip Drive

SCOPE OF SERVICE (CONTINUED)

D. LRS HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION PROGRAM

LRS will continue to offer DeKalb households Household Hazardous Waste Home Collection.

Our LRS HHW Home Collection program is well-received by residents as it offers an affordable, convenient and safe option for residents to properly dispose of hazardous materials without having to drive the materials to a set location and wait for hours in line. As such, more residents participate resulting in a more sustainable environmental impact by keeping hazardous materials from going into the landfill. Furthermore, many of the materials are recycled and reused which also contributes to environmental waste minimization goals.

HHW Home Collection is unlike refuse and recycling collection, as a chemist is required to manage the materials and state manifests are required for each home, along with proper protective equipment and state regulated transportation. This type of collection is not commonly found to be a weekly or ala-carte because of the costs associated with each collection.

HHW HOME COLLECTION REQUEST PROCESS

Our HHW Home Collection Program process functions very similar to our E-Waste Home Collection program using an online HHW Home Collection request web portal. Our user-friendly platform takes a resident less than three minutes on average, to submit a request. For residents who require assistance with submitting a request, our customer service team is easily accessible to submit on their behalf.



After a resident enters their name, address, and contact information, they will see a list of HHW items to select from for their collection. Once they've selected the materials, they are provided additional instructions about the collection and a field for additional questions. Once a request is submitted, the resident is responded to within 48 hours from our HHW customer service team. This initial communication provides the resident with the scheduled date of collection, review of preparation and placement instructions, and allows the resident to inquire on additional questions they may have regarding the collection.

Confidential/Proprietary

LRS currently subcontracts Clean Harbors to provide the HHW services.

SCOPE OF SERVICE (CONTINUED)

D. LRS HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION PROGRAM (CONTINUED)

LRS HOUSEHOLD HAZARDOUS WASTE HOME COLLECTION PROGRAM

Approximately one week prior to the collection, each home that has submitted a request will receive an HHW Kit by mail that includes:

- Collection day reminder
- List of accepted and unaccepted items
- Instructions for preparing and placement of materials
- Very thick, clear plastic bag(s)
- Labels, if needed

LRS will provide thorough education of this program with a custom brochure and video having a more impactful reach. The following materials are accepted with the LRS HHW Home Collection Program:

Aerosols	HID Bulbs	PCB Ballast
Air Fresheners	Household Cleaners	Pesticides/Herbicides
Automotive Chemicals	Insecticide Bug Spray	Poison
Corrosive Acids	Lead Acid Batteries	Pool Chemicals
Corrosive Bases	Lithium Batteries	Resin, Glue, Spray Adhesives
Driveway Sealer	Mercury Articles	Shellac, Varnish
Enamel, Combustible Paints	Mixed Solvents and Oils	Spray Paint
Fertilizers, Weed Killers	NiCad Batteries	Sump Pump Batteries
Fire Extinguishers	Non-PCB Ballast	Used Oil Filters
Flammable Solvents, Oils	Paints & Stains - Oil, Lead,	WD-40
Fluorescent Lamps	Urethane & Chromium	
Gasoline/Diesel	Based	
Hairspray	Oven Cleaner	

SCOPE OF SERVICE (CONTINUED)

E. LRS RECYCLABLE MATERIALS ACCEPTED

If at any time during the duration of the franchise agreement, LRS becomes aware of a material that may be added to this list, we will notify the City for approval. Upon approval, LRS will promote the newly added item and update associated publications for the residents.

COMMINGLED CONTAINERS

- Aluminum cans, trays & foil (trays & foil must be cleaned)
- Steel and bi-metal cans & tins
- Aseptic packaging & gabletop containers (milk & juice cartons)
- Glass bottles and jars - (clear, brown, green)
- No window glass, dinnerware, or ceramics
- PET soda, water, & flavored beverage bottles (# 1 clear and green plastic resin)
- HDPE milk & juice jugs (#2 plastic resin)
- HDPE detergent & fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin):
 - such as health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin);
 - such as margarine tubs, frozen desert cups, six and twelve pack rings
- PP grocery containers (#5 plastic resin):
 - such as yogurt cups and narrow neck syrup and ketchup bottles.
- #7 Plastic resin narrow neck containers only
- Plastic buckets, such as kitty litter containers (5-gallon size maximum)
- Formed steel containers
- No aerosol cans (LRS will not accept aerosol cans with curbside recycling as a measure of safety)
- No metal handles



F. PROGRAM EDUCATION RESOURCES AND TOOLS

DEKALB CUSTOM WEB PAGE

The City already has a dedicated web page on the LRS website with comprehensive coverage of the program, resources and methods to contact LRS customer service. Tools and resources will be available through this web page including:

- Comprehensive program description
- DeKalb program brochure (downloadable and printable version)
- Designated customer service email and toll free phone number
- Recycling information and resources
- Accepted recycle lid stamp on cart
- LRS newsletter covering current industry related topics
- LRS social links currently including Facebook, Twitter, LinkedIn and Instagram which promotes education
- Quick links to submit a request for special collections (HHW and E-Waste)
- Webpage notifications specific to DeKalb services
- Online chat with our customer experience team
- Service issue cart tag (sorry tag)

Examples of our current residential webpages can be found online at LRSrecycles.com/DeKalb.



SCOPE OF SERVICE (CONTINUED)

F. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

DEKALB PROGRAM BROCHURE

LRS will develop a new DeKalb Program Brochure to be mailed to each household and made available online for download/print and other designated City approved locations. The DeKalb Program Brochure will cover all services. It's a large tri-fold brochure, allowing adequate space for program details and ensuring residents know to keep it.

The following is an example of a tri-fold program brochure, we will create a new one for DeKalb:

VILLAGE OF OAK PARK

Beginning April 1, 2022 LRS will collect the refuse, recyclables, yard waste, compost, household hazardous waste and electronic waste from Oak Park homes. LRS looks forward to being your service provider and part of the Oak Park community.

LRS carts will be delivered to the front of your home starting mid-March and before the start of service. Each home will receive:

- One 65 gallon recycle cart
- Refuse cart(s) quantity and sizes identified on your quarterly water bill from the Village of Oak Park
- Compost / Organics Cart(s) identified on your quarterly water bill from the Village of Oak Park

If you'd like to receive more than one recycle cart, please submit a request online at: [LRSrecycles.com/OakPark/](https://lrsrecycles.com/OakPark/)

WASTE MANAGEMENT FINAL COLLECTION

DATE	PICK-UP DAY	WASTE MANAGEMENT (WM) will remove their carts after their final pick-up day in March 2022 shown on the left.
MAR 25	FRIDAY	WM carts must remain at the curb or in alley until they are removed.
MAR 28	MONDAY	WM carts must remain at the curb or in alley until they are removed.
MAR 29	TUESDAY	WM carts must remain at the curb or in alley until they are removed.
MAR 30	WEDNESDAY	WM carts must remain at the curb or in alley until they are removed.
MAR 31	THURSDAY	WM carts must remain at the curb or in alley until they are removed.

Do not use LRS carts until after your final pick-up from Waste Management.

COMPOSTABLE PROGRAM / ORGANIC CARTS

If you'd like to opt-in to the Compostable Program with the organics cart, visit www.oak-park.us/compostable or scan the below QR code with smartphone camera.

For refuse cart or billing assistance visit: www.oak-park.us/refuse

REQUESTS MUST BE SUBMITTED BY FEBRUARY 11, 2022 AT 6:00 PM

LEARN MORE ABOUT LRS

LRS is an independently-owned waste service company headquartered in Rosemont, Illinois. LRS began as a Chicago-based recycling company nearly two decades ago and has since grown to one of the largest service providers in the country. LRS is most known for sustainability and municipal services.

LRS owns and operates recycling and compost facilities throughout the Midwest. Recyclables collected by LRS are domestically resourced in the USA. LRS was the first waste service provider in the country to implement artificial intelligence with recycling processing facilities. This has resulted in a positive environmental impact and raised the industry standards on material management. LRS is a proud member of the Illinois Food Scrap Coalition and promotes local land-application of compostables.

VILLAGE OF OAK PARK

[LRSRECYCLES.COM/OAKPARK](https://lrsrecycles.com/OakPark/)
844.633.3577

OUTSIDE

INSIDE

REFUSE COLLECTION

Refuse is collected Monday through Friday on the day reflected in the map pictured.

Pick-up days will stay the same as always.

All materials must be placed out for collection by 7 a.m. on collection day.

Service time of day will vary and is subject to change, especially during the initial transition period. There is no guarantee as to the time of day any material will be collected.

REFUSE COLLECTION RATE

The rate for service is based on the refuse carts and whether or not you choose to opt-in to the Compostable Program Organics Cart. Stickers are required for excess refuse outside of the cart.

There will be no change in the service rate in 2022. The Village of Oak Park invoices for service with your water bill.

REFUSE CARTS

LRS provides a small or large refuse cart for waste materials and weekly collection for single-family homes and multi-family dwellings with five or fewer units. Additional carts are available for no charge. Visit [LRSrecycles.com/OakPark/](https://lrsrecycles.com/OakPark/) to submit a request for new, replacement, or additional refuse cart(s).

REFUSE STICKERS (PINK)

Refuse stickers (pink) are required for any trash that does not fit into the LRS refuse cart. One pink sticker must be affixed to each 32 gallon bag/container.

BULK ITEMS

LRS will collect one bulk item per week for no charge. Additional bulk items require two pink refuse stickers. Bulk items may not exceed 50 pounds. Bulk items exceeding 50 pounds are considered a Special Refuse Collection.

SPECIAL REFUSE COLLECTION

Contact LRS at **844.633.3577** or send an e-mail and photo of the item(s) to Service@LRSrecycles.com for any refuse not conforming to standard pick-up requirements. Construction debris is considered a special refuse collection. LRS will provide a cost estimate for the special refuse collection.

RECYCLING SERVICE

Recycling is collected the same day as refuse. Pick-up of recyclables may occur at a different time of day than refuse and yard waste/compost collection.

RECYCLE CARTS

LRS provides one 65 gallon recycle cart for accepted recyclable materials (aka 54 gallon). Additional carts are available for no charge. Visit [LRSrecycles.com/OakPark/](https://lrsrecycles.com/OakPark/) to submit a request for a new, replacement or additional recycle cart(s), or call LRS for assistance at **844.633.3577**.

ACCEPTED RECYCLABLE ITEMS

Additional information and recycling resources are available online at [LRSrecycles.com/OakPark/](https://lrsrecycles.com/OakPark/).

SCAN QR CODE WITH SMART PHONE CAMERA.

PAPER

Newspaper, inserts and magazines.
Paperback books and catalogs.
Junk mail, including window envelopes and gift wrapping paper.
Wet and dry strength cardboard, such as cereal boxes and milk cartons.

GLASS

All colors of clean bottles and jars.

METAL

Steel, aluminum and bi-metal cans, empty aerosol cans.

PLASTIC

#1 (PETE) Includes soda bottles, some salad dressings, and some produce containers.
#2 (HDPE) Includes milk and water containers, laundry detergent bottles.
#3 (PVC) Narrow neck containers only (household cleaner), health/beauty products.
#4 (LDPE) Grocery containers such as margarine tubs and frozen dessert cups.
#5 (PP) Grocery containers such as yogurt cups, narrow neck syrup and ketchup bottles.
#7 (Other) Plastic resin grocery narrow neck containers.

ELECTRONIC WASTE AND HOUSEHOLD HAZARDOUS WASTE

Electronics are collected separately from household hazardous waste items. LRS will mail each home information in March of 2022 on how to schedule a pick-up for electronic waste and household hazardous waste.

Detailed information is available online and collections may be scheduled online at [LRSrecycles.com/OakPark/](https://lrsrecycles.com/OakPark/) for collections beginning after April 1, 2022. If you need assistance to schedule the collection, you may call LRS Customer Service at **844.633.3577**.

APPLIANCE COLLECTION

To schedule an appliance collection, send LRS an e-mail at Service@LRSrecycles.com with your address and type of appliance or call LRS at **844.633.3577**. Appliances require two pink refuse stickers each.

YARD WASTE AND COMPOST COLLECTION

Yard waste is collected seasonally beginning on April 1st through November 30th on the same day as refuse and recyclables. Residents may elect for year-round collection of compost at www.oak-park.us/compostable.

Yard waste may be placed out in compostable paper yard waste bags and rigid containers up to 32 gallons. Bundles of brush no larger than two feet in diameter, four feet in length and no more than 50 pounds each may be placed out for collection.

Non-LRS containers, paper yard waste bags and bundles require one green yard waste sticker each.

COMPOSTABLE PROGRAM ORGANICS CART

LRS offers a large organics cart for residents in place of using yard waste bags or rigid containers with yard waste stickers. Yard waste and accepted food scraps may go into the cart.

If you would like to opt-in to this program for service, beginning April 1, 2022, submit your request to the Village of Oak Park at www.oak-park.us/compostable.

ACCEPTED FOOD SCRAPS

Eggshells, pasta, fruit, grass, meat scrap, coffee grounds, leaves, plants, weeds, certified compostable bags.

WHERE TO PURCHASE REFUSE AND YARD WASTE STICKERS

OAK PARK

- Village Hall Cashier's Office 123 Madison St
- Jewel 438 Madison St 7036 Roosevelt Road
- Pete's Fresh Market 259 Lake St
- Sugar Beet Food Co-Op 812 Madison St

RIVER FOREST

- Jewel 7525 Lake St River Forest

CONTACT LRS
[LRSRECYCLES.COM/OAKPARK](https://lrsrecycles.com/OakPark/)
844.633.3577

SCOPE OF SERVICE (CONTINUED)

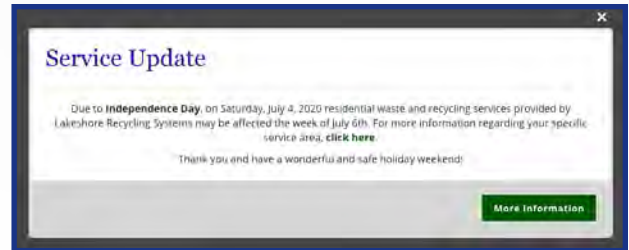
F. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Online Tools and Resources

LRS Website Notification Pop-Up's

LRS offers various communications for our customers to keep well-informed of holiday service day changes and weather related service issues or postponed services.

Our LRS Notifications are another resource for customers who may simply want to know if their service day is impacted due to a holiday or if a major snow storm or blizzard may impact when their materials will be collected. As soon as a customer is on the LRS website, they will see the notification.



LRS Facebook Page

LRS provides community specific information on our Facebook Page. This is another well received method of communication as customers of every kind are using this social media tool. As with any social media page, customers are able to post questions and send messages instantly to one of our customer experience representatives. Questions and inquiries are responded to promptly and thoroughly!

LRS Twitter Page

Similar to Facebook, LRS provides shortened community specific snippets on our Twitter Page. This is a well received method of communication, especially with our construction customers, as pictures are the primary focus and it allows for a quick turnaround response.



Online Chat

LRS offers multiple methods for our customers to communicate with our team. Customers love that they can get right through to us and always receive a thorough and friendly response. LRS Online Chat offers our valued customers the opportunity to immediately hear from one of our customer experience representatives without having to place a call.

Email specific for City of DeKalb Residential Customers

LRS has a designated customer service e-mail address specific for City of DeKalb residents and businesses. Customers may submit any question or request by emailing Service@LRSrecycles.com and know they will be thoroughly and promptly responded to by the LRS team.

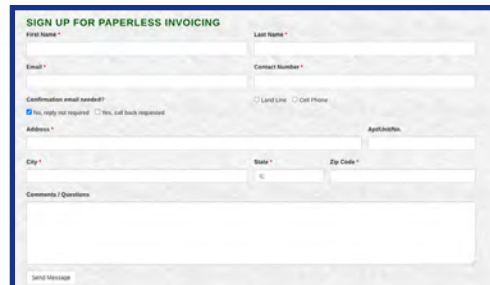
SCOPE OF SERVICE (CONTINUED)

F. PROGRAM EDUCATION RESOURCES AND TOOLS (CONTINUED)

Online Tools and Resources (continued)

Request a Quote

Request a Quote is a link a customer can hover over that is available through our LRS website is a simple way for customers to receive a quote for various services. Customers who simply want to know the rate for an open-top container (dumpster) for construction or clean-out projects, a portable restroom for an event or a commercial business looking to establish recycling and/or waste services. It can all be done online through our Request a Quote link on our webpage.



Improperly Prepared Materials – Sorry Tag

LRS will always take the friendliest approach to notifying residents if there is an issue with the materials placed out for collection.

We take extra steps to communicate with residents in order to prevent miscommunication or a misunderstanding, with a phone call or e-mail, if the customer has provided this contact information.

Residents who place improperly prepared or unaccepted material out for collection will be notified with a tag that indicates the reason the material was not removed. The tag provides various scenarios for the driver to check or a blank section for the driver to write in reason.

It also includes our customer service contact information. The following is an example of a “Sorry” tag our driver may use to communicate with the resident.



Recycling Cart Imprint/Sticker

In a coordinated effort with the Illinois Recycling Task Force, we have updated all of our documentation to meet the criteria for accepted curbside recyclables. The following is created in the form of a weather proof sticker and affixed to carts used for recycling to help educate residents. This is also made available for download/print on our website.



SCOPE OF SERVICE (CONTINUED)

G. CUSTOMER SERVICE

We place the highest value on customer experience and our success would not be possible without it. Our customer service department is staffed for growth with industry veterans in all departments of our company. Led by our Customer Experience Director, our customer service representatives are continuously undergoing training on providing exceptional service.

As noted throughout this proposal, we utilize many resources to ensure customers are able to communicate with us in convenient ways. We make it a point to ensure customers that call in to speak with a customer service representative are not on hold for long periods of time and also present multiple methods they can communicate with us. Residents are always able to reach us and we also quickly respond. This has been a key component of our success and our customer satisfaction.

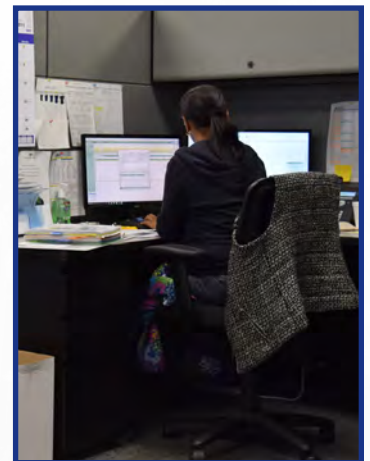
Our team of professionals diligently handle each call, email or online chat inquiry and ensure they are properly handled within 24 hours. Additionally, we house several bilingual customer service representatives to assist with all customers. All calls are tracked and reviewed by a Customer Experience Manager on a daily basis. We truly value all aspects of customer service and our experience with communities similar to the City of DeKalb will prove to be another value for residents.

Customer Service Day-to-Day

- Hours of Operation: 7:00 am-6:00 pm (Monday-Friday); 7:00 am-1:00 pm (Saturday)
- Center Location: Local Customer Service Center
- Phone Number: 844.NEED.LRS

Procedures for handling complaints, missed pickups and other customer calls

Residents may call our Customer Service Center. Customers can also submit inquiries through a dedicated link and email that will be set up on our website. Concerns will be addressed immediately by one of our experienced Customer Service Representatives (CSRs). Should a call need to be escalated, one of our experienced managers will be available to help. Our program provides a dedicated municipal staff including a Municipal Coordinator, a Municipal Manager and two Customer Service Managers as well as Operations Managers. All matters will be responded to and/or handled within 24-hours.



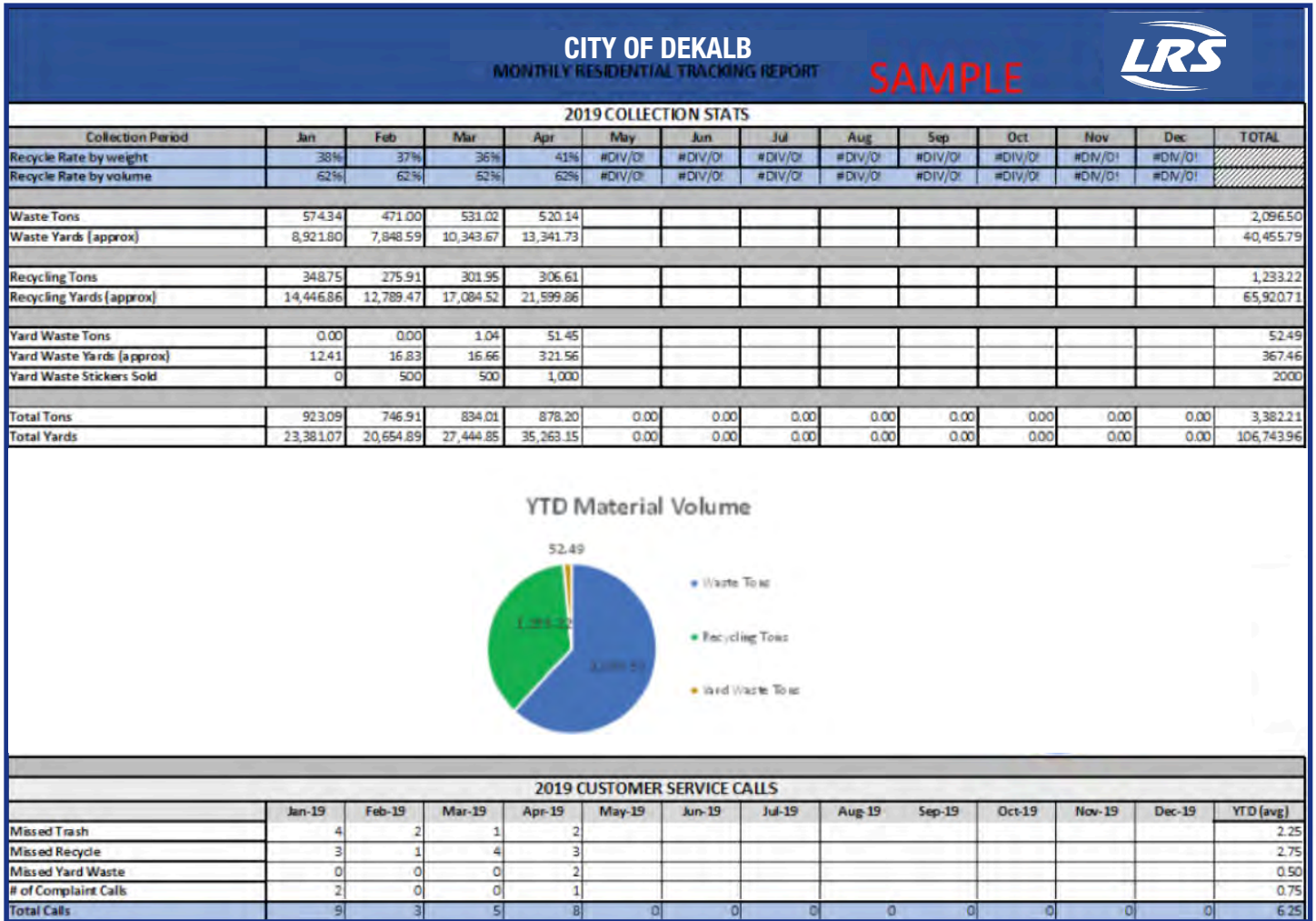
Missed pickups

Residents can report missed pickups by calling our Customer Service Center. One of our experienced Customer Service Representatives will collect detailed information about the missed pickup, properly document the information and then schedule a recovery pickup. Missed pickup recovery will be dispatched; a recovery pickup will occur the same day or the following day (depending on the time of day the call is received). If the call is received late Friday, the recovery will occur on the following Monday.

SCOPE OF SERVICE (CONTINUED)

H. REPORTING AND DATA

LRS will prepare and submit a monthly report to the City. The following provides an example of one of our custom reports.



SCOPE OF SERVICE (CONTINUED)

I. SAFETY MANAGEMENT

Beginning with our executive management, our entire management team and staff are continuously being trained on safety and proper material management. Our Operation and Safety management hold daily, weekly and monthly meetings where material and overall safety are covered on a regular basis. We ensure safety is a number one priority and always on the forefront of our service programs. In addition, we've committed to safely managing materials by partnering with proven and renowned hazardous waste service providers to properly manage, dispose or recycle household hazardous waste materials, collected from the home or at events.

Our Vice President of Risk Management has been asked to speak to the largest audience of waste service providers in the country at the Waste Expo held in Las Vegas, NV. In addition to the 2018 Overall Safety Award from the Solid Waste Association of North America (SWANA) highlighted in the Awards section of this proposal, in 2019, SWANA also recognized our Communication, Education and Marketing Division. This SWANA award recognizes the exemplary actions in education and our extensive communication outreach with our safety program and strong safety culture. LRS has become a model within the industry when it comes to the safety and health of our employees and also, the general public.

Should an incident involving one of our vehicles or staff occur, our Municipal Manager or Operations Manager will immediately notify the designated program liaison by phone and email, if needed. Our operation team has additional resources with a fleet of street sweepers to assist with any type of clean up that may benefit from a sweep as well as emergency response resources.

The following indicates some of our standard safety practices, resources and tools:

- **Employee Injury and Illness Prevention**
 - Live Safety Initiative
 - Using data and analytics to predictively identify emphasis areas
 - Route audits to help identify unsafe stops
 - Updated Safety Manual, Driver Guidebook and Employee Safety User-manual (working copy for front-line facility workers)
- **Vehicle Accident and Property Damage Prevention**
 - Use of 3rd eye and DriveCam – Installed on all solid waste and recycling vehicles
 - Continuous recording benefits for safety, training, missed collection verification, law enforcement
 - Smith System – Proven and Renowned driving system
 - 9 FireRover units deployed over 5 sites for early detection and suppression, including 2 units for Fleet oversight
 - Site specific training for fire-brigades and emergency response
 - Collaboration with all corresponding FD to ensure site knowledge and enhance SOP for emergency response



SCOPE OF SERVICE (CONTINUED)

J. SAFETY CULTURE

LRS has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all company vehicles and equipment are properly maintained and operated. Our current and ongoing safety success has provided us with a workers compensation experience modification rate which is significantly below the average for the waste and recycling industry.

In addition to the expansion of Customer Service, LRS expanded the company safety program for internal operations, adding a team of experienced individuals to assist our Safety Director with problem resolutions and providing preemptive processes to avoid or stabilize potential issues that may arise.

K. COLLECTION VEHICLES

DeKalb residents will be serviced by a fleet of newer clean diesel vehicles that are equipped with automated cart lift equipment and bucket.

3rd Eye Recording Equipment

Each solid waste and recycle truck is fitted with video recording equipment both inside and outside of the vehicle. Cameras record for a minimum of 20' as well as audio. This system provides significant benefits for safety, service, law enforcement and productivity.

Many of the LRS vehicles are fitted with a net that surrounds the carts when they are tipped into the bucket to empty them. This is both a safety feature as well as a method of preventing loose materials from flying out of the cart in the process.

LRS is currently exploring options for electric vehicles as opposed to adding more to our CNG fleet. Electric vehicles are proving to be more environmentally sustainable with a reduced carbon foot print.

3rd EYE Benefits:

Tool for coaching and mentoring on Best Practices and Standard Operating Procedures

'Real life' in-house examples for training videos used in safety meetings

Provides verification of missed collection calls

Incident review for law enforcement/insurance



SCOPE OF SERVICE (CONTINUED)

L. ENVIRONMENTAL SOCIAL GOVERNANCE (ESG)/ENVIRONMENTAL STEPS

LRS continues to be an industry leader when it comes to taking aggressive steps in lowering greenhouse emissions and its overall footprint. Our fleet is a mix of clean-diesel and CNG trucks, as well as electric cars which are used for route supervisors.

Moving forward, LRS feels strongly that conversion from a clean-diesel and CNG-based fleet is inevitable. We have already begun demo-testing electric yard-spotters, and begun discussions to incorporate MRF material-handlers at our facilities. Although this technology is not quite ready to be used on an every-day-basis, the proof of concept is there, and we plan to be at the apex of this technology.

Electric Yard-Spotters

- Up to 36 hours of operation per charge (max 10mph)
- Limited braking reduces particulate emissions
- Eliminates over 6,500 gallons of diesel fuel usage per year

Electric Material Handlers

- Direct plug-in with umbilical
- Eliminates over 10,000 gallons of diesel fuel per usage per year

Clean Diesel Collection Vehicles

- More efficient than compressed natural gas (CNG)
- Selective Catalytic Reduction (SCR) reduces NOx to near zero
- Diesel Particulate Filter reduces PM2.5 to near zero



M. RESIDENTIAL CARTS

As part of LRS' commitment to providing customers with sustainable and exceptional service, LRS has partnered with Cascade Cart Solutions, the best cart producer and distributor in the waste and recycling industry, as the chosen residential cart provider. LRS uses the "EcoCart" from Cascade Cart Solutions which contains 10% post-consumer plastic. Cascade has a goal of having the EcoCarts be 25% post-consumer HDPE by 2025.

LRS also believes it is important that equity exists in all facets of our company. We look for partnerships with our vendors that share that same goal as well. Cascade Cart Solutions is part of the Women Business Enterprise National Council (WBENC) and is a partnership that LRS is very proud of.



ALTERNATIVES TO SCOPE OF SERVICE

A. COLLECTION DAYS

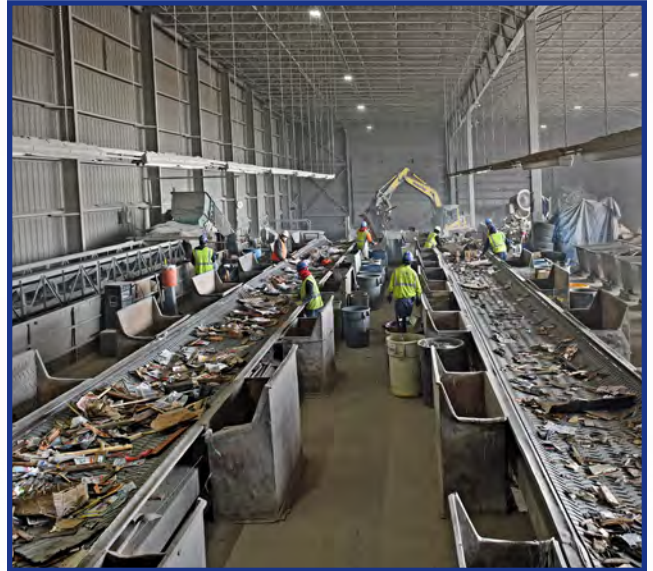
LRS is not proposing any changes to the current schedule of collection.

B. SUSTAINABILITY

LRS currently offers composting with the yard waste in season. Residents are encouraged to incorporate accepted food scraps. LRS will promote the food scraps with the yard waste in the new program brochure as part of our education campaign.

C. RECYCLING

LRS is a recycling company. We love recyclables and encouraging folks to do more of it. Our recycle carts all come with in-mold labels identifying what is and is not recyclable. Our new program brochure will have a QR code leading to our custom City of DeKalb webpage where residents can save, download and print an easy to follow recycle guide with pictures.



D. CITY INFRASTRUCTURE

LRS is flexible and nimble as it pertains to evolving with new opportunities that improve the program model with regards to sustainability, efficiencies, impact on city infrastructure, safety and cost. We would greatly value an opportunity to work with the city on eliminating or nearly eliminating alley services.

E. CENTRAL BUSINESS DISTRICT (CBD) SIDEWALK RECYCLING

LRS is open to discussing options with the City to increase downtown recycling, such as adding and servicing additional containers. Having serviced the current containers, we have become aware some CBD residents may be utilizing the downtown sidewalk containers for their home waste as they do not wish to walk the materials to the dumpsters provided. We would seek to work with the City to remedy this and provide alternate solutions for recycling.

On behalf of our entire LRS team, we wish to thank the City staff and council for the opportunity to submit our proposal. For some of us, it seems like yesterday that we transitioned the homes to LRS from a service provider that was in place for decades. LRS takes tremendous pride in providing a very high level of service to each home and complex. As your locally headquartered, independent service provider, it is our hope to continue doing so for many years to come.



LRS is the leader in recycling in the northern Illinois region being a recycling company that started in this area! We have always been a domestic recycler with special focus on the overall environmental impact. We are very proud to continue raising the bar in Illinois in terms of service and sustainability.

Without LRS, municipalities in northern Illinois, such as the City of DeKalb, would find competition and service offerings to be much less than it is today. We are hopeful the City recognizes this as a core value of partnering with LRS, in addition to excellent service.

LRS is a leader when it comes to recycling and we are committed to expanding on how we can continue using every material we collect for its highest and best use. Furthermore, LRS is exploring and hoping to begin using electric trucks to service homes as part of our robust sustainability plan. LRS launched an Environmental Social Governance (ESG) plan with aggressive sustainability goals in recent years. We would be glad to provide the City more information on this should there be interest.

We look forward to meeting with the City to further discuss our proposal and thank you for the opportunity to provide this proposal.

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 and pay for all licenses, permits, certificates of authority and inspections required for the work.

Notices and Contact Person

Contractor

Contact Name: Katie Neary, Municipal Manager c/o LRS Vice President Central Region

Address: LRS, 5500 Pearl St, Suite 300, Rosemont, IL 60018

City

Contact Name: Bryan Faivre, Assistant Public Works Director

Address: City of DeKalb Public Works, 1216 Market Street, DeKalb, IL 60115

Non-Barrment from Bidding

The Contractor shall certify that it has not been convicted of bribery or attempting to bribe an office or employee of the state of Illinois, nor has the firm made an admission of guilt of such conduct, which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Contractor further certifies that it is not barred from entering into this Contract as a result of a conviction for the violation of the state law prohibiting bid-rigging or bid rotating.

Insurance

1. Contractor's Responsibility to Maintain Insurance.

The Contractor shall maintain during the term of this Contract, Commercial General Liability, Public Liability, Automobile Liability and Property Damage Insurance protecting it from all personal injury claims, including death and destruction of or damage to property arising out of or in connection with any operation under this Contract, whether such operations be by the Contractor, any Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor's Public Liability and Property Damage Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated below or any applicable state statutory limits, whichever is greater. This insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles.

The Contractor shall purchase and maintain during the life of this Contract, Workers Compensation Insurance written in conformance with all current laws of the State of Illinois.

REQUIRED FORMS/INFORMATION (CONTINUED)

SECTION IV: PROPOSAL FORMS & EXHIBITS

CERTIFICATION REQUIREMENTS

Please submit all required forms and documentation, fully completed, and signed, with your proposal. No proposal will be accepted without this information.

All Contractors and vendors are required to submit the following information:

1. All Contractors must submit a signed sexual harassment form enclosed with the Request for Proposal.
2. The undersigned certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the City of DeKalb, unless there is a pending proceeding contesting the tax.
3. The undersigned certifies that the Contractor is not barred from offering on this solicitation as a result of a conviction or the violation of state law prohibiting bid-rigging or bid-rotating.
4. The undersigned certifies compliance with all certifications attached:

Signature/Title: _____
 Company Name: Lakeshore Recycling Systems, LLC (LRS)
 Address: 5500 Pearl Street, Suite 300, Rosemont, IL 60018
 Phone Number: 773 418 8063
 FEIN Number: 90-0905125

Employment Status. The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery. The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Tax Delinquency. The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Loan Default. If the Contractor is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

REQUIRED FORMS/INFORMATION (CONTINUED)

available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification. (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a: ☒ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien the Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Authorized in Illinois. The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor. The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979, or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification. The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

REQUIRED FORMS/INFORMATION (CONTINUED)

Taxpayer Certification. Under penalties of perjury, the Bidder certifies that its Federal Taxpayer Identification Number or Social Security Number is 90-0905125 and is doing business as a (check one):

- ☐ Individual
- ☐ Real Estate Agent
- ☐ Sole Proprietorship
- ☐ Government Entity
- ☐ Partnership
- ☐ Tax Exempt Organization (IRC 501(a) only)
- ☒ Corporation
- ☐ Not for Profit Corporation
- ☐ Trust or Estate
- ☐ Medical and Health Care Services Provider Corporation

John Sliwicki hereby certifies that it is in compliance with and/or shall conform to the following terms and conditions during the life of the Contract.

Sexual Harassment Policy

Illinois Compiled Statutes, Chapter 5, Paragraph 2-105 (A) (4) regarding sexual harassment:

Every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policy shall be provided to the City upon request.

Drug Free Workplace Policy

The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

REQUIRED FORMS/INFORMATION (CONTINUED)

APPENDIX 1: PROPOSAL FORM

City of DeKalb Residential Refuse, Recycling and Yard Waste Collection Proposal Form

Proposal of: City of DeKalb Residential Refuse, Recycling and Yard Waste Collection

Contractor: Lakeshore Recycling Systems, LLC (LRS)

Business Address: 5500 Pearl Street, suite 300

City: Rosemont State: IL Zip Code: 60018

Authorized Representative: John Sliwicki, Executive Vice President, Central Region

Phone No.: 773 418 8063 ext 171

This proposal is submitted for an exclusive franchise agreement to provide residential solid waste removal, recycling, and yard waste collection, with said work being located in and for the City of DeKalb and based on the specifications requirements and scope of services outlined in the Proposal Specifications. The following proposals are made on behalf of the undersigned and no others. The proposals are made without collusion on the part of any person, firm or corporation.

We the undersigned, certify that we have carefully examined the Franchise Agreement Proposal Specifications, the Proposal Form, and any and all Appendices and Addenda attached hereto. We further certify that we have visited the City and have completely informed ourselves of the type of housing, population density, traffic congestion, collection procedures required, labor required, number of containers, designated areas for placement of containers, and all other factors, local and otherwise, which would affect the completion of work covered by this proposal. Relating to the services of solid waste removal and disposal, recyclable collection, and yard waste collection and disposal.

We understand that the number of stops to be served are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at unit prices quoted. We understand that the City of DeKalb reserves the right to accept or reject any proposal or parts thereof and to waive irregularities or omissions in any proposal if it is deemed to be in the best interest of the City. The following is our proposal for combined collection and disposal services for: general refuse, bulk materials / white goods, recycling collection, and yard waste collection and optional services within the City of DeKalb as identified in the specifications. In accordance with your requirements outlined in the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein on a charge per account per month basis.

Signature/Title: _____

Company: Lakeshore Recycling Systems, LLC

Date: April 25, 2023

REQUIRED FORMS/INFORMATION (CONTINUED)

APPENDIX 2: REFERENCES

Please provide a list of municipal references for similar residential collection programs.

1. Program Location: Village of Sugar Grove
 Owner: Village of Sugar Grove & LRS
 Program Description: Includes one recycle and trash cart for each home, unlimited collection of containerized MSW, recycle, yard waste/organics. Includes HHW & E-Waste Home Collection.
Approximately 3,600 homes. Renewed through 2027 w/pre-negotiated (2017) rates.
 Representative: Alison Murphy, Village of Sugar Grove Clerk
 Phone No.: 630.391.7207 / Email: amurphy@sugargrovel.gov

2. Program Location: Village of Montgomery
 Owner: Village of Montgomery & LRS
 Program Description: Includes one recycle and trash cart for each home, unlimited collection of MSW, recycle, yard waste/organics. Includes HHW & E-Waste Home Collection.
Approximately 5,600 homes. HHW & E-Waste Home Collection. 2017 agreement, 7 year term
 Representative: Mark Wolf, Director Public Works
 Phone No.: 331.212.9043 / Email: mwolf@montgomeryil.org

3. Program Location: City of Darien
 Owner: City of Darien & LRS
 Program Description: Includes one recycle and trash cart for each home, unlimited collection of MSW, recycle, yard waste/organics. Includes E-Waste Home Collection annual or twice per year.
Approximately 7,900 homes, 2021 Agreement, 5 year term
 Representative: Bryon Vana, City Administrator
 Phone No.: (630) 353-8114 / Email: bvana@darienil.gov

REQUIRED FORMS/INFORMATION (CONTINUED)

MUNICIPAL REFERENCES



CAMPTON TOWNSHIP Solid Waste Disposal District

P.O. Box 494
Wasco, Illinois 60183 - 0494

To Whom It May Concern:

Campton Township Solid Waste Disposal District (CTSWDD) knew that our current waste hauler contract would expire on April 1, 2020. The CTSWDD Board decided in late 2018 to issue an RFP to cover solid waste hauler services for the Districts approximately 4,900 residential homes. The decision was based on several items; first was the wording in the Solid Waste Disposal District Act which recommends that contracts for expenditures in excess of \$1,500 should be based on an RFP, second was that the prior board made a commitment to the Township Board in 2015 (when they did a contract extension) that at the next contract renewal date they would look at doing an RFP. The incumbent waste hauler when we issued the RFP had serviced our District for over fifteen years and had acquired the prior waste hauler so they had a long history of providing services to the District.

The issuance of the RFP was based on first retaining the three levels of service that our residents had available. 35, 65 or 95 gallon trash carts, they could then select a 35, 65 or 95 gallon recycling cart. The contract also included two options for seasonal yard waste service. It also provided for white good service and bulk item service with costs based on trash service level. The agreement had to recognize the nature of our township with several high density residential subdivisions, a number of subdivisions with lots of one acre or larger and agricultural properties.

Lakeshore Recycling Systems (LRS) was one of four proposals received in response to the RFP. Lakeshore's proposal stood out amongst the four proposals as they offered the most competitive pricing, comprehensive service and with minimal changes to our proposed contract language. They were extremely responsive to our requests for information; they also attended our public forum where we explained the change in waste hauler and the process that would be undertaken to make the transition from the current waste hauler to LRS. They received excellent references from other cities adjoining our District. I also talked with people I knew where they had transitioned to LRS service; they were all very pleased with LRS service.

LRS has been our service provider for over nine months; we have been extremely pleased with their service and their quick response when something is missed. They were very helpful during the planning sessions for the transition. We provided LRS with a list of the residences and service levels. They created and distributed a brochure of the LRS service levels and service dates. LRS requested the residence contact LRS to sign up for services and if they had any service change requests. Our default was that if residents did not contact LRS they would receive their current service level. Next time I would recommend requiring all residents contact LRS to sign up and select service levels. LRS was very accommodating to our residents who requested a change in service after carts had already been delivered. They were able to accommodate the residents who were not showing up on our residence list from the prior waste hauler; we found they were servicing residents under an open service plan that should have been serviced under our contract. LRS is very responsive to our residence's requests and has supported community activities when requested.

LRS provides professional and responsive customer service. They have worked with the District on new service program options. Their service rates have been extremely competitive. Our residents have been pleased with LRS's performance and with the service options.

Sincerely,

Steven Cartwright
Past President CTSWDD

REQUIRED FORMS/INFORMATION (CONTINUED)

MUNICIPAL REFERENCES (CONTINUED)



To Whom It May Concern:

When the Village of Lisle set out to issue an RFP for refuse and recycling services in 2018, there was interest in determining whether new technology, services, and cost savings were available in the hauling market. At this point, the Village had an incumbent hauler that had worked in the community for over two decades. They were well established within the community, the drivers knew their routes, residents knew their driver, and customer service was provided in a predictable fashion.

The issuance of an RFP signified that the Village would be exploring opportunities to modernize this service as well as achieve cost-savings for Lisle residents. One of the unique aspects of this process is that Lisle includes its multi-family accounts in the RFP, which added an additional layer of complexity.

Lakeshore Recycling Systems (LRS) was one of three proposals received in response. Lakeshore's proposal stood out amongst the other submittals as they (LRS) offered competitive pay-per-use as well as modified-volume-based pricing, comprehensive services, and a technological solution – the use of RFIDs – which no other company had proposed. They were extremely responsive to requests for more information, appeared at Village Board meetings to introduce themselves and answer questions, and were willing to explore a solution that was the best fit for the Lisle community.

Now, over a year since they began providing services, we are extremely pleased with their service. Single and multi-family accounts have had the opportunity to realize cost savings, while at the same time are able to take advantage of new programs such as curbside electronics recycling, household hazardous waste pick up, and composting. LRS staff is also extremely responsive to customer service needs as well as needs to communicate program information to the public. The company has also supported several community events, including the Lisle Eyes to the Skies Festival and Downtown Car Shows.

LRS provides professional and responsive customer service and innovative programs all at extremely competitive rates. We have been pleased with their performance and with the services, they provide to Lisle residents.

Sincerely,

Eric Ertmoed
Village Manager

Village of Lisle 925 Burlington Avenue Lisle, Illinois 60532
(630) 271-4100 www.villageoflisle.org

REQUIRED FORMS/INFORMATION (CONTINUED)

Sexual Harassment – Policies and Programs

Every party to any contract with the City of DeKalb and every eligible Contractor is required to have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment.
2. The definition of sexual harassment under state law.
3. A description of sexual harassment, utilizing examples.
4. A vendor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission.
6. Directions on how to contact the department and the commission.
7. Protection against retaliation as provided by Section 6-101 of the Human Rights Act.

I hereby affirm that the organization which I represent has in place sexual harassment policies, which include the required information set forth above, and I hereby agree to furnish the City of DeKalb with a copy of these policies if they so request.

Signature/Title: _____
 Company: Lakeshore Recycling Systems, LLC
 Date: April 25, 2023

Sexual harassment is defined as follows:

Sexual Harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of DeKalb.

I hereby agree to fully indemnify and hold the City of DeKalb harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of the Contract.

REQUIRED FORMS/INFORMATION (CONTINUED)

EXHIBIT G: FORM OF BID ADDENDUM

BID ADDENDUM

Name of Project: Refuse, Recyclables & Yard Waste Collection Services

General Description of Project: Residential refuse, recyclables, yard waste collection service.

Website Link: <https://www.cityofdekalb.com/bids.aspx?bidID=89>

Date of Addendum: April 5, 2023

Description: Addendum #1 Received / Total of 19 questions from potential bidders with responses from City of DeKalb.

Signed by: Katie Henry

EXHIBIT A: DETAILED COST SHEET

NOTE: Use Exhibit A to bid on the services as specified in Section II "Basic Services". Failure of the Bidder to complete Exhibit A may be cause for rejection of the bid submittal.

Option 1: Unlimited Volume.

The City seeks bids for the services specified in Section II "Basic Services". Basic Weekly Service includes:

- 96-gallon tote and unlimited volume using additional resident supplied totes.
- 65-gallon recycling tote.
- Unlimited yard/landscape waste collection using approved containers or bundling.

	Base Rate for the Collection of Curbside Refuse, Recyclables and Yard Waste Per Stop/Month
September 1, 2023, to August 31, 2024	\$21.50
September 1, 2024, to August 31, 2025	\$21.95
September 1, 2025, to August 31, 2026	\$22.93
September 1, 2026, to August 31, 2027	\$23.96
September 1, 2027, to August 31, 2028	\$25.04

The additional cost to the per stop/month base rate for a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics per stop/month.

	Cost Per Stop/Month
The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to <u>all</u> residents.	\$ <u>Included in base rate</u>
Please include an annual increase as a percentage (%) if applicable.	\$ <u>N/A</u>

Alternate Approach

If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and state what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative achieves equivalent or superior performance results.

PRICE PROPOSAL (CONTINUED)

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service as stated in Section I, Part 3 "Alternatives to Scope of Services."

Municipal Services

The City seeks bids for the municipal services listed below as specified in Section II "Basic Services".

Street Sweeping Roll Off Price	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$ 11.50
September 1, 2024, to August 31, 2025	\$ 12.00
September 1, 2025, to August 31, 2026	\$ 12.55
September 1, 2026, to August 31, 2027	\$ 13.11
September 1, 2027, to August 31, 2028	\$ 13.70

Property Maintenance Clean Up Services	Price Per Hour (2-Person Crew and Vehicle)
September 1, 2023, to August 31, 2024	\$ 190.00
September 1, 2024, to August 31, 2025	\$ 220.00
September 1, 2025, to August 31, 2026	\$ 240.00
September 1, 2026, to August 31, 2027	\$ 260.00
September 1, 2027, to August 31, 2028	\$ 280.00

Central Business District Collection	Price Per Month
September 1, 2023, to August 31, 2024	\$ 2,207.50
September 1, 2024, to August 31, 2025	\$ 2,306.84
September 1, 2025, to August 31, 2026	\$ 2,410.65
September 1, 2026, to August 31, 2027	\$ 2,519.12
September 1, 2027, to August 31, 2028	\$ 2,632.48

Leaf Collection Disposal	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$ 8.00
September 1, 2024, to August 31, 2025	\$ 8.44
September 1, 2025, to August 31, 2026	\$ 8.90
September 1, 2026, to August 31, 2027	\$ 9.40
September 1, 2027, to August 31, 2028	\$ 9.90

Spoils Pile Disposal (approximately 770 cubic yards)	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$ 55/cubic yard (PE certified clean)
September 1, 2024, to August 31, 2025	\$ 58/cubic yard (PE certified clean)
September 1, 2025, to August 31, 2026	\$ 62/cubic yard (PE certified clean)
September 1, 2026, to August 31, 2027	\$ 66/cubic yard (PE certified clean)
September 1, 2027, to August 31, 2028	\$ 69/cubic yard (PE certified clean)

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler Michael Saladino 800 Main St. Dubuque IA 52001		CONTACT NAME: PHONE (A/C No. Ext): 563-587-5000 FAX (A/C No): 563-583-7339 E-MAIL ADDRESS:	
INSURED LRS Holdings, LLC Lakeshore Recycling Systems LLC 5500 Pearl Street Rosemont IL 60018		INSURER(S) AFFORDING COVERAGE	
		INSURER A : American Zurich Insurance Company	
		INSURER B : Zurich American Insurance Company	
		INSURER C : Navigators Insurance Company	
		INSURER D : AXIS Surplus Insurance Company	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 876517630** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLO0111153-06	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			BAP0111154-06	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CH22EXCZ03X3BIC	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0111152-06 WC7550640-05	12/31/2022 12/31/2022	12/31/2023 12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella			P00100104156001	12/31/2022	12/31/2023	Occ/Agg Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Named Insureds: Heartland Recycling, L.L.C., Hoving Clean Sweep, LLC and Hoving Pit Stop, LLC, K. Hoving Recycling & Disposal, LLC, Dekalb County Recycling Systems, LLC, Active Disposal Co; Badgerland RE Holdings, LLC, Ecology Solutions, LLC, LRS Holdings, LLC ; Roy Strom Refuse Removal Services, LLC; Greenwood Development, LLC; Greenwood Transfer, LLC; LRS Strom RE Holdings, LLC; LRS Portables LLC; LRS Exchange, LLC; LRS Septic, LLC, LRS of Minnesota, LLC; LRS Portables, LLC dba Jimmy's Johnnys, Inland Waste Solutions LLC Dba Orion Waste Solutions, LRS Portables LLC dba Joy's Johns; Badgerland Disposal, LLC dba Royal Container Services, dba Badgerland Portables; Crown Portables, LLC; Crown Restrooms

CERTIFICATE HOLDER City of DeKalb 164 E. Lincoln Highway City of DeKalb IL 60115	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Refuse Questions/Responses

4/5/2023

1. Will the City accept a performance bond in place of the irrevocable letter of credit?
 - a. Yes

2. Is the City interested in offering yard waste cart rentals as an optional service for residents?
 - a. We are supportive of listening to any options that would be beneficial to our residents but would need more details/discussion as to how such a program would work. Would the yard waste cart be optional to residents, who would perform the cart rental billing, would yard waste be limited to just the rented cart etc.

3. Will the City specify if the contractor is allowed to charge for extra carts (rental rate)?
 - a. If so, will the Contractor charge the resident directly or bill through the City?
 - i. The second paragraph under Basic Services on page 11 addresses this to some degree indicating that “Upon the customer’s request, one additional tote can be provided for a monthly rental fee as to be mutually determined”. In the past, residents have requested additional totes through the waste contractor and the rental fee has been billed directly by the contractor. I believe this is how we would intend to continue to operate unless you had suggestions/options on a system that may work better.

4. Will the City provide and pay for associated costs for analytical required by a subtitle D facility in accordance with specific state and federal permit requirements for the proper disposal or beneficial reuse of city soil spoils or provide a state licensed P.E. to certify the city spoils meet CCDD facility disposal criteria?
 - a. We would agree to pay for associated costs for required analytics for disposal or provide licensed P.E. certification. This is currently written into the RFP as an option for disposal. The utility division currently has a site for disposal however, we are hoping to secure an option, should we no longer be able to dispose of the spoils at our current location. We would like to understand the process and the potential costs if we need to use this option and hoping that you may be able to provide us with some in site from your experience.

5. Will the City contract hauling/semi-dump trucks for the City spoils, or will the City be using Contractor provided roll-offs?
 - a. Our intent was to use our trucks and personnel for hauling however, depending on the distance, we may need to contract with a semi-hauler for delivery. Our intent was not to have the contractor haul the material however, we are open to any options you may be able to provide.
6. If the City were to contract hauling/semi-dump or use City owned trucks, what is the maximum distance the trucks would be willing to travel?
 - a. For it to be feasible for us, 20 minutes or less one-way would be ideal. We would need to calculate additional costs/time etc. if distance is longer. Ultimately, we would need to dispose of the material in some way, so would need to adjust, as necessary.
7. How frequently does the city anticipate spoil loads be disposed annually?
 - a. We are flexible regarding this. In the past, we normally had hauled spoils in the fall however, this was due primarily to the location owner wanting to receive the spoils at that time. But we can haul spring, summer and/or fall.
8. Will the city accept locations up to five miles outside of the city borders for leaf collection and loading if the contractor needs to secure a location and load the leaves?
 - a. We are open to discussions regarding the most efficient way to dispose of the leaves. Obviously, the further away from the City that the leaves need to be hauled to be dumped, the less efficient the leaf pickup process becomes. In the past, we have dumped leaves on local surrounding farms and disposed of them at the landfill. Both those options have worked well in years past. If there are other ideas, we would be happy to discuss.
9. Is union labor required for loading and transportation of the leaves?
 - a. Union labor would not be required however we would prefer prevailing wages be paid.

10. Will the City specify expectations for the collection, transportation and disposal of household hazardous waste and electronic waste (home collection)? This would be an RFP provision to indicate the requirement for the proper management of the materials in compliance with city, county, state and federal requirements, also requiring the contractor to provide a detailed proposal as to their management.
- a. The City would expect the refuse contractor to provide proper management and disposal of electronic and HHW. A brief description by the contractor detailing how their electronic and HHW program works would be beneficial, including how they provide property management and disposal of this material.
11. Is the brochure a one-time requirement at the beginning of the contract or an annual requirement? (Page 28)
- a. One-time at beginning of contract
12. Please provide the container size and quantity (refuse and recycle) for each City location. (Page 12 & Exhibit B)
- a. Fire Station 1- two-yard recycling (1) two yard garbage (1)
 - b. Fire Station 2- two-yard recycling (1) two-yard garbage (1)
 - c. Fire Station 3- two-yard garbage (1)
 - d. Police Department- two-yard recycling (1) two-yard garbage (1)
 - e. 2200 Pleasant St. (Airport Maintenance) two-yard garbage (1)
 - f. 3232 Pleasant St. (Airport FBO) two-yard garbage (1) 90-gallon recycling (2)
 - g. 1216 Market St. (Water Division) two yard recycling (1) 90 gallon garbage (6)
 - h. 1316 Market St. (Street Division) two-yard recycling (1) four-yard garbage (1) 90-gallon recycling (2) 90 gallon garbage (12)
13. Are Brightstar Aviation and Taylor City Airport considered City locations? (Exhibit B)
- a. Yes – Brightstar and Taylor Airport are considered city locations.
14. Please provide the container size and quantity (refuse and recycle) for each CBD corral location. (Page 12 & Exhibit C)
- a. CBD corral #1- two yard recycle (1) two-yard garbage (2)
 - b. CBD corral #2- two yard recycle (3) 8-yard garbage (2)
 - c. CBD corral #3- two yard recycle (2) two-yard garbage (3)
 - d. CBD corral #4- 8 yard recycle (1) 8-yard garbage (2)
 - e. CBD corral #5- two yard recycle (1) two-yard garbage (4)
15. How many City Street Baskets are there for refuse and recycle? (Exhibit F)
- a. 92 refuse and 15 recycling
16. Please provide a list of the City special events and the specific service needed for each. (Page 14)
- a. There currently are no special events that would require this. Please also see clarification on question #20.

17. Can the yard waste and leaf tonnage be separated? (Exhibit D)
- The yard waste and leaf tonnage reported by LRS on Exhibit D is for weekly collection of landscape waste which would include both yard waste and leaf tonnage combined.
 - The amount of additional leaf disposal reported during bulk leaf season pickup by City employees (September – December) was approximately 7,505 cubic yards (2022). We can provide additional details regarding the number of truck loads if you wish.
18. Would the City consider accepting a Bid Bond in lieu of a certified check or bank cashier's check? (Page 9)
- Yes
19. Would the City consider accepting a Performance Bond in lieu of a LOC? What is the amount, page 2 states \$1M and page 6 states 100% of awarded contract?
- \$1 Million
20. Special Events. Regarding clarification on the question at our pre-bid meeting involving Special Events (page 14 of the RFP), please note that this section is only stipulating that the refuse contractor has the capabilities to provide these services (i.e.: 40 10-year roll-off containers, disposable trash receptacles, etc.) not that the contractor would provide these services free of charge or build the charges into the residential collection rate. It is anticipated that the City would negotiate with the refuse contractor for a fair price and pay for these services based on the needs of the special event. (Per dumpster, receptacle etc.)
21. Regarding Central Business District Collection (CBD), page 12, as a point of clarification, as specified under item #6 on page 13, CBD service shall consist of collection three days per week for refuse and commingled recyclables.
22. Regarding bulk leaf disposal, the City would be open to a price per weight. The City's Street Dept. has some information regarding weight of leaves based on dry and wet weight that they have gathered and may be able to share with you. Andy Raih with the Street Dept would be a good point of contact if you had questions regarding this or I would be happy to pass along any question you may have to him.
23. Regarding Spoils Pile disposal, as mentioned at our pre-bid meeting, the Utility Division currently has a site available for disposal however, we are looking for a "backup" option and a better understanding of the process and potential associated costs should our current site be no longer available. I do not anticipate this item being a "make it or break it" item in terms of the bid. We would like to know if you have a site available and what the process and potential costs may be if you are able to provide that information.
24. City Facilities Collection Programs – Office Paper Recycling. As a point of clarification regarding item 1 on page 12, nothing more is expected under this section regarding Office Paper Recycling other than providing the recycling containers at public facilities as listed under Exhibit B and as specified under item #12 of this questionnaire.

25. Are the City baskets included in the monthly rate or with the CBD?

- a. The City baskets should be included/calculated into the monthly residential rate.
- b. The monthly CBD invoice should be calculated off the services provided from the five refuse corals.

26. Would the City be open to allowing for a change to the current 3 day residential refuse collection schedule (currently Wednesday, Thursday and Friday)

- a. Yes, the City would consider a change to the current schedule assuming that there may be some benefit to the citizens (additional servicing of area during week, reduced costs, higher level of service etc.) If a change were allowed, there would need to be an emphasis on notification to residents regarding the change. One would probably expect at least a little push-back as well from some residents who have become accustomed to a certain refuse collection day.



REQUEST FOR PROPOSALS

Refuse, Recyclables & Yard Waste Collection Services for the City of DeKalb, Illinois

Issued: March 17, 2023

All proposals must be received at the City of DeKalb, City Manager's Office, located at 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 P.M. on April 26, 2023.

Bill Nicklas, City Manager
164 E. Lincoln Highway
City of DeKalb, IL 60115
Phone: (815) 748-2391

TABLE OF CONTENTS

REQUEST FOR PROPOSALS	1
SECTION I: OVERVIEW, TERMS, AND INSTRUCTIONS	2
Overview.....	2
Contract	2
Requirements of Contractor	2
Definitions	2
Term of Contract	5
Description of Work.....	5
Instructions for Proposal Contents	6
Part 1: Introduction.....	6
Part 2: Scope of Service.....	6
Part 3: Alternatives to Scope of Service	7
Part 4: Required Forms / Information	8
Part 5: Price Proposal	8
Proposal Delivery Procedures	8
Proposal Security	9
Pre-Proposal Meeting & Addenda	10
Evaluation of Proposals.....	10
SECTION II: SERVICE PROVISIONS	11
Intent.....	11
Basic Services	11
Curbside and Alley Collection Programs	11
City Facilities Collection Programs	12
Central Business District Collection.....	12
Street Sweeping Disposal	13
Leaf Collection and Disposal	14
Property Maintenance Cleanup Service	14
Special Events	14
Animal Carcasses	15
Collection	15
Schedule and Time of Collections	15
Schedule Adherence	15
Holiday Collection	16
Schedule of Collection from City-Owned Facilities	16
Collection Vehicles.....	16
Container Placement.....	17
Replacement of Damaged Containers.....	17
Collection of Unacceptable Material	17
Recyclables Collection	17
Collection Point	17
Collection Containers	18

Titles to Waste.....	18
SECTION III: GENERAL ADMINISTRATION AND CONDITIONS	19
Conditions.....	19
Protection and Restoration of Property.....	19
Default.....	19
Adjudged Bankrupt.....	20
Termination	20
Non-Collusion.....	20
Personal Investigation	20
Taxes, Licenses and Permits	21
Notices and Contact Person.....	21
Non-Barrment from Bidding.....	21
Insurance	21
Equal Opportunity – Affirmative Action.....	24
Compliance with Equal Employment Opportunity Act.....	24
General Personnel.....	25
Employees	25
Prevailing Wage	25
Accident Prevention	25
Venue	26
Severability	26
Processing of Recyclable Materials.....	26
Disposal	26
General Administration.....	26
Strike Provision	26
Emergencies	27
Penalties	27
Change in Service	27
Local Improvements.....	28
Promotion, Education and Customer Service.....	28
Program Identification	28
Educational/Informational Brochure.....	28
Customer Service & Support.....	28
Service Unit Complaints	29
Contractor Response to Improperly Prepared Recyclable Materials.....	29
Quality Assurance & Performance Reports	29
Income Qualified Refuse Collection Program	30
Payment.....	30
Contractor Compensation for Basic Service	30
Adjustments in Base Compensation Upon change in Service Units	30
Compensation from the Property Owner or Tenant	31

SECTION IV: PROPOSAL FORMS AND EXHIBITS	32
Certification Requirements	32
Appendix 1: Proposal Form	36
Appendix 2: References	37
Sexual Harassment – Policies & Programs	38
Exhibit A: Detailed Cost Sheet	39
Exhibit B: City-Owned Public Facilities	41
Exhibit C: Central Business District Dumpster Locations	42
Exhibit D: Historical Collection Data	43
Exhibit E: Refuse Collection Areas	44
Exhibit F: Public Waste Receptacles	45
Exhibit G: Form of Bid Addendum	46

REQUEST FOR PROPOSALS

The City of DeKalb (hereafter referred to as the “City”) requests proposals for the provision of professional services for refuse, recycling and yard waste services for single family residential collection, multi-family residential collection (four units or less), attached townhomes (not apartment complexes), the Central Business District, and City-owned facilities in DeKalb, Illinois. The scope of work includes providing labor; materials; tools, equipment, transportation services to landfill space for the collection, processing and/or disposal of refuse, yard waste and recyclables, in accordance with the contract specifications.

All proposals must be received at the City of DeKalb, City Manager’s Office, 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 p.m. on April 26, 2023. Proposals will be opened publicly at 2:00 p.m. on April 26, 2023, in the second-floor conference room at City Hall, 164 E. Lincoln Highway, DeKalb, Illinois.

All proposals are to be submitted on the “Request for Proposal” forms provided, entitled: “Request for Proposals for Refuse, Recyclables and Yard Waste Collection Services for the City of DeKalb”. The submission of a proposal does not create a contractual relationship between the Contractor and the City of DeKalb.

The City will host a mandatory pre-proposal meeting on Friday, March 31, 2023, at 10:00 a.m., in the City of DeKalb’s Utility Building conference room at 1216 Market Street, DeKalb, Illinois. Attendance is mandatory for all interested respondents.

Prior to the deadline for proposals, any interested bidder may propose a City Council tour of the landfill or material recovery facility (MRF) which the bidder will be using to perform the proposed contract, if selected. Such tours will be subject to Council interest and availability, which cannot be guaranteed.

Please direct all inquiries and/or questions pertaining to the provisions and specifications of this Request for Proposals (RFP) to Bryan Faivre, Assistant Director of Public Works, at (815) 748-8131 or at bryan.faivre@cityofdekalb.com between Friday, March 17, 2023, and Wednesday, April 26, 2023 during the hours of 8:00 a.m. to 5:00 p.m. Requests for Proposal packets are available on the City website at www.cityofdekalb.com.

The successful Contractor shall comply with all codes, ordinances, rules, statutes, laws and regulations of the City of DeKalb and the State of Illinois, including the requirements as prescribed in the “Prevailing Wage Act”. The DeKalb City Council reserves the right to reject all proposals and to waive any technicality, informality or irregularity in the proposals received.

SECTION I: OVERVIEW, TERMS, AND INSTRUCTIONS

OVERVIEW

The City wishes to provide its residents with comprehensive, high-quality refuse, recyclables and yard waste collection services. The City intends to enter into a contract with a qualified firm for such services in accordance with the specifications as described herein, by which the proposals shall be evaluated. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a proposal following the instructions and format of the RFP documents enclosed herein.

Contract. It is the express intent of the City of DeKalb to enter into a waste disposal contract for single family residential collection, multi-family (four units or less), or other multi-family sites recognized as condominiums/townhouses within the corporate limits of DeKalb including City-owned properties. The contract shall not include commercial, industrial, or institutional properties within the City with certain exceptions as identified in these specifications. It is intended that the specifications contained in this document shall become part of a written and signed contract with the successful contractor. Additional terms and conditions may be included in the final contract that are not part of this RFP.

Requirements of Contractor. The successful Contractor will be required to (a) enter into a contract with the City of DeKalb covering all matters as set forth in the specifications and the proposal; (b) execute an irrevocable letter of credit to the City of DeKalb, executed by a surety company licensed to do business in the State of Illinois, in the amount of **\$1,000,000.00** to be conditioned upon the faithful fulfillment of the contract for the payment of all labor and materials used in the work and to indemnify the City against all liens and damages arising out of the work; and (c) carry insurance comporting with the requirements herein, covering public liability, property damage, and worker's compensation.

DEFINITIONS

Approved Landscape Waste Container: Whenever the term "Approved Landscape Waste Container" is used herein, the term shall mean and include each of the following:

1. A container of standard, waterproof metal or plastic construction clearly marked YARD WASTE with handles and a capacity of no more than 32-gallons; or
2. A standard two-ply disposable, biodegradable 50-pound weight paper bag designed for landscape waste disposal.

Approved Refuse Container: Whenever the term "Approved Refuse Container" is used herein, the term shall mean and include each of the following:

1. A 96-gallon, 65-gallon, or 35-gallon container, provided by the Contractor, designed to conform to a hydraulic lift on Contractor's collection vehicles.

- 2 Except for the noted 96-gallon container, the contents of an “Approved Refuse Container” shall not exceed a total weight of 50 pounds or exceed a 32-gallon container in size, when set out for collection.

Approved Recycling Containers: Whenever the term “Approved Recycling Container” is used herein, the term shall mean and include each of the following:

- 1 A 96-gallon, 65-gallon, or 35-gallon container, provided by the Contractor, designed to conform to a hydraulic lift on Contractor’s collection vehicles. The recycling container must have the lid with a distinctive color different from the general refuse container, provided by the Contractor, indicating it is exclusively for recycling.

Basic Service: Each service unit participating in the City Refuse, Recycling and Landscape Waste Collection, Disposal and/or Processing Programs shall be entitled to the following services on a weekly basis, year-round:

- One collection of approved refuse container(s) per week; in addition, each service unit may set out for collection each week an unlimited number of “approved refuse containers” full of garbage/refuse material during any given week. Any containers in addition to the Contractor-issued tote shall weigh less than 50 pounds and shall be less than 32 gallons in size.
- One collection of approved recycling container(s) per week.
- Each service unit will also be entitled to one collection of approved landscape waste container(s), on a weekly basis from the first week of collection that includes April 1 to the last week of collection that includes November 30. Christmas trees shall be collected on the collection day for the service unit for two consecutive weeks, starting with the first day of the second week following Christmas Day. Additional landscape outside of the “approved refuse container” shall be securely tied with string or baler’s twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.

Bulk Refuse Items: Bulk Refuse Items (also known as white goods or large household items) shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners and other large appliances, including those containing chlorofluorocarbons (CFCs), switches containing mercury and polychlorinated biphenyls (PCBs), pianos, bookcases, sofas, tables, and similar furniture.

City or City of DeKalb: Whenever the terms “City” or “City of DeKalb” are used herein, the term shall mean the City of DeKalb, a municipal corporation of the state of Illinois.

Contractor: Whenever the term “Contractor” is used herein, the term shall mean entity providing the contracted services.

Garbage: Whenever the term “Garbage” is used herein, the term shall mean and include, but not be limited to, grease, animal fat and similar substances that are required by applicable codes to be segregated for disposal through utilization of a grease trap or otherwise, putrescible animal and vegetable wastes resulting from the preparation and consumption of foods; all domestic, household and kitchen waste food, food residue and accumulations of normal food and vegetable matter attendant to the preparation, use, cooking and the serving of food. Specifically excluded is inherently dangerous, toxic, and hazardous wastes which shall from time to time be designated as "hazardous wastes" by state and/or federal regulatory authorities having appropriate jurisdiction as well as significant liquid waste and any agricultural waste, excavated earth, stones, brick, rubble concrete and waste parts occasioned by major demolitions, installations and repairs, sinks, toilets, bathtubs, plumbing parts, automobile or truck parts, vehicle batteries, machinery, tree logs and limbs exceeding six inches in diameter and tree stumps.

Landscape Waste: Whenever the term “Landscape Waste” is used herein, the term shall mean and include, but not be limited to, grass clippings, weeds, leaves, small bushes, brush clippings, garden clippings, fruit tree droppings, branch clippings, Christmas trees, tree limbs, tree trunks, roots, stumps, or parts thereof, not greater than three inches in diameter, weighing 50 pounds or less as individual units.

Recyclables: Whenever the term “Recyclables” is used herein, the term shall mean and include, but not be limited to, recyclable mixed paper, including but not limited to; newsprint, newspaper, magazines, catalogs, Kraft bags, telephone books, paperboard, office paper, colored paper, computer paper, stationery, letterheads, business forms, tablet sheets, tab cards, envelopes (with and without windows), file folders, NCR Paper, fax paper, calendars, junk mail, Post-it Notes, greeting cards and copy paper including staples & paper clips and paper cups, non-contaminated pizza boxes or portions thereof, corrugated cardboard (flattened and no larger than approximately three feet by three feet), clear, green and brown glass containers, tin/steel containers, aluminum containers, poly-laminated paper beverage containers, aseptic containers (juice boxes), spiral cans (potato chip, coffee and nut cans), clean aluminum foil, #1 through #7 plastic containers. The definition of recyclables shall include additional materials chosen by the City during the term of this agreement.

Refuse: Whenever the term “Refuse” is used herein, the term shall mean and include, but not be limited to, all garbage, rubbish, and landscape waste, but shall not include items such as tree limbs, tree trunks, stumps and root balls larger than three inches in diameter or weighing 50 pounds or more as individual units.

Rubbish: Whenever the term “Rubbish” is used herein, the term shall mean and include, but not be limited to, both combustible and non-combustible general household material such as paper products (cardboard, corrugated paper, magazines, newspaper, etc.), wood, glass, cartons, crates, boxes, wrapping materials, carpeting, cloth materials (clothing, curtains, bedding, etc.), toys, and small household appliances (blenders, irons, toasters, crock pots, etc.). Residential home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects must be placed in a maximum of four or less “approved refuse containers” each weighing less than 50 pounds within any given week. The materials resulting from residential

home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects not placed in “approved refuse containers” or bundled in excessive lengths or weight, or strewn about in other than approved containers will not be picked up by the contractor. The term “rubbish” shall also include aluminum, steel, and tin products (cans, lawn chairs, doors, etc.). Dirt may be placed for collection in no more than two approved refuse containers per collection day and may not exceed the 50-pound weight limitation for each container.

Service Unit: Whenever the term “Service Unit” is used herein, the term shall mean and include, but not be limited to, a single-family residential building; or in the case of a two-family or multiple-family residential building (comprised of four or less dwelling units not in a complex of units).

Tote: A wheeled plastic container with a tight-fitting top, of 96, 65 or 35 gallons in size, requiring a semi-automated mechanism for collection. All Totes for refuse must be approved by and/or supplied by the franchisee at no cost to the customer.

Unacceptable Material: Whenever the term “Unacceptable Material” is used herein, the term shall mean and include, but not be limited to, radioactive material, liquid waste, acids, caustics, 55-gallon drums, or similar products, lead acid batteries, explosives, hot ashes, sludge or septage, stone or brick material, dirt, and motor vehicle parts (tires, engines, seats, radiators, fuel tanks, etc.). The materials resulting from residential home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects not placed in “approved refuse containers” or bundled in excessive lengths or weight, strewn about in other than approved containers will not be picked up by the contractor. The term “rubbish” shall also include aluminum, steel and tin products (cans, lawn chairs, doors, etc.). This shall also include trash and debris unbundled, excessive lengths or weight, or strewn about in other than approved containers.

TERM OF CONTRACT

The term of the Contract shall be for **five years commencing on the first day of September 2023 and shall remain in full force and effect through the 31st day of August 2028**, unless terminated sooner under the provisions of this Contract. The bidder is asked to provide any potential pricing and/or service changes associated with the option of one additional five (5) year term at the mutual agreement of the Parties.

DESCRIPTION OF WORK

In general, work performed by the Contractor consists of collection, removing, hauling, disposing and/or processing of all residential refuse, recyclables and landscape waste to an approved landfill, intermediate processing facility and/or compost site, which is to be furnished or provided by the Contractor. All refuse, recyclables and landscape waste shall be collected separately. In addition, the work shall further consist of residential curbside collection of recyclables and the subsequent recycling thereof. The Contractor is responsible for ensuring recyclables will be processed for reuse, not landfilled. All refuse shall be placed in a state of Illinois approved and permitted landfill.

The Contractor shall furnish and provide all necessary licenses, permits and permissions, equipment, machinery, tools, to perform the services specified in accordance with the requirements herein.

The Contractor shall also provide service to the Central Business District as this service is presently provided and described hereinafter, or in the fashion as the City shall dictate from time to time.

The Contractor agrees to begin work on September 1, 2023, with sufficient materials, equipment, and labor to ensure the providing of the specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of this Contract.

The Contractor shall furnish an Irrevocable Letter of Credit (ILOC) executed by a surety company licensed to do business in the state of Illinois. Said ILOC shall be in the form and content acceptable to the City. Said ILOC must be irrevocable, made in favor of the City (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the ILOC must be at least 100% of the awarded contract amount. The bank issuing the ILOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the ILOC must extend at least one year beyond the anticipated completion date of the contract and will be extended at the expense of the Bidder if need be. The ILOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the ILOC number and stating the amount of funds to be drawn against the ILOC and containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of DeKalb". Payment(s) against the ILOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within 30 miles of City Hall.

INSTRUCTIONS FOR PROPOSAL CONTENTS

Proposals shall be organized according to the following outline:

Part 1: Introduction. The introduction of the proposal must include a letter of transmittal signed by an individual authorized to bind the Contractor contractually. The letter must include the name of the individual(s) authorized to negotiate and sign a contract on the Contractor's behalf and the name, title and telephone number of the individual(s) who can supply additional information.

Part 2: Scope of Service. The scope of services desired by the City are clearly detailed in Section II of the specifications. This part of the proposal must contain an unequivocal statement that the Contractor can meet all the requirements of Section II, plus a detailed description of the proposed method and approach of the services to be provided by the Contractor, the sequencing and scheduling of those services, and information on project staffing and management, including any sub-contractors and disposal facilities that will be used.

Part 3: Alternatives to Scope of Service. If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and explain in detail what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative will achieve equivalent or superior performance results.

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service. Some of these areas where the City will entertain alternatives are as follows:

1. Collection Days: While the City is not expressly interested in changing the current collection schedule, Bidders are recommended to provide alternatives if there is a cost savings to the community. The details of the collection schedule modification should be detailed enough that the City can fully understand the implications of the proposed alternative. Details on the implementation of the program should also be included. (See section labeled "Payment" for total number of units.)
2. Sustainability
 - a. Composting Program
 - b. Increase Recycling
 - c. Increase Landfill Diversion
 - d. Decrease Impact on City Infrastructure: The current waste routing includes the use of many of the City's alleys. The City would consider a route modification to only collect on street parkways if a routing schedule could be demonstrated that would be the least negatively impactful on the residents.
3. Central Business District Sidewalk Recycling
 - a. The City is interested in increasing recycling availability to the visitors in the downtown. The City will accept alternative proposals for recycling containers to be placed in the downtown adjacent to the current refuse receptacles on the City's sidewalks or public rights-of-way.
 - b. The City has no pre-conceived notions as to the execution of this program and is interested in the experience of the vendor in other communities. In addition, there is no expectation as to the ownership of the recycling containers. However, any additional receptacles will be purchased and maintained by the vendor.
4. Downtown Business Recycling: The current recycling program for the downtown businesses includes comingled dumpsters for recycling. The City is interested in increasing the efficiency of these recycling options for the CBD businesses. Alternatives should include the use of the existing enclosures.

5. **Term of Agreement:** The City is interested in receiving pricing for a five-year term. The bidder is asked to provide any potential pricing and/or service changes associated with the option of one additional five-year term at the mutual agreement of the Parties.

If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume the Contractor is able to fully comply with these specifications. The City Council shall be the sole and final judge of compliance with all specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The City Council shall also be the sole and final judge as to whether an alternative or deviation is of an equivalent or better quality of service. The City reserves the right to accept any or all alternatives or to reject all alternatives and demand performance in accordance with the base RFP. The City further reserves the right to waive any part of the RFP process.

Part 4: Required Forms / Information. This section of the proposal shall include completed Anti-Collusion/Tax Compliance Certificate and Sexual Harassment Forms, as well as a completed RFP Certification Form.

The Contractor must also furnish a list of areas or municipalities in the state of Illinois for which the Contractor furnishes, or has furnished, refuse, recyclables, and/or yard waste collection for a period of at least one year within the last three years. Refuse programs should indicate type of program (i.e., "take all", full volume-based, modified volume-based), number of households served, contract period and a contact person. Contractors should use extra copies of forms or supplemental sheets as necessary to supply required information.

Part 5: Price Proposal. The price proposal must use the cost proposal sheets provided in Exhibit A. All forms must be filled out for the proposal to be responsive.

Proposal Delivery Procedures

1. An original proposal must be delivered, along with two additional paper copies and an electronic copy on USB compatible flash drive, Compact Disc (CD), or Digital Video Disc (DVD), in a sealed package, plainly marked "Proposal for Refuse, Recyclables and Yard Waste Services", addressed to the City of DeKalb, City Manager's Office, 164 E. Lincoln Highway, DeKalb, Illinois 60115.
2. All proposals are to be submitted on the request for proposal forms provided entitled: "Request for Proposal for Refuse, Recyclables and Yard Waste Collection Services for the City of DeKalb". Additional information shall be typed legibly, double-spaced or one and one-half spaced, on standard 8.5" x 11" letter-sized paper. Facsimile machine transmitted proposals will not be accepted.

3. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City at the location stated in this paragraph. Any proposal delivered to any other address, other City personnel, or other City office shall be disregarded. All **proposals must be received at the City of DeKalb, City Manager's Office, located at 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 P.M. on April 26, 2023.**
4. Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will be refused. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope. The City of DeKalb is prone to frequent traffic disruptions from train traffic. Be aware of this and plan accordingly.
5. No proposals or materials will be returned to any potential Contractor. If a potential Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The City will keep such information confidential to the extent permitted by law.

Proposal Security

1. Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of \$25,000, made payable to the City of DeKalb. Proposals submitted without the required security shall be rejected.
2. After formal notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance security has been furnished. In the event that the successful Contractor withdraws its proposal, or neglects or refuses to both enter into a contract and submit the required performance security, the Contractor shall be liable for any and all damages the City may thereby suffer, including the cost differential for securing alternative performance or cover. In addition, such Contractor shall forfeit its proposal security as additional liquidated damages, not as a penalty but as payment towards the City's costs in arranging for substitute performance.
3. Proposal securities shall be released as follows:
 - a. The successful Contractor's security shall be retained until the required performance security has been furnished.
 - b. Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

Pre-Proposal Meeting and Addenda

A mandatory pre-proposal meeting will be held for familiarizing all Contractors with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification for the RFP documents. This meeting will be held at 10:00 a.m. on Friday, March 31, 2023, in the City of DeKalb's Public Works Department at 1216 Market Street, DeKalb Illinois. Attendance at this meeting is required of all interested respondents.

Contractors may submit questions via email to bill.nicklas@cityofdekalb.com prior to the pre-proposal meeting. Answers to the questions will be provided to all. The City will issue an addendum on April 5, 2023, with all questions and answers. Any addenda will also be posted on the City's website. The Contractor shall be required to acknowledge receipt of any addenda as part of its proposal by submitting Exhibit G "Form of Bid Addendum". The City shall not assume responsibility for the receipt by the Contractor for any addenda.

Evaluation of Proposals

The City staff will review all proposals to assess the Contractor's ability to meet the minimum specifications and service levels and to consider any Contractor's alternate scope of services, prior to making any recommendation to the City Council.

SECTION II: SERVICE PROVISIONS

INTENT

It is the City's intent to obtain clean, courteous, well-scheduled and well-executed curbside refuse, recyclables and landscape waste collection, disposal and/or processing for service units in the City of DeKalb. In addition, it is the City's intent that the most up-to-date technical equipment be utilized to provide services in the most cost effective and efficient manner possible.

The City shall require each service unit, as defined herein, to receive the City's basic service. The service unit shall not be allowed to use or contract directly with another waste disposal contractor to conduct residential curbside disposal services described in the "Basic Services" section below.

All services provided herein shall at all times be in full compliance with all local, state and federal laws, rules, regulations and licensing provisions.

BASIC SERVICES

Curbside and Alley Collection Programs

The Contractor agrees to furnish all labor, materials, and equipment to offer basic service, as defined herein, to each service unit within the corporate limits of the City of DeKalb. One day of service per service unit per week shall be utilized to accomplish all the residential collection as required by this Contract. The cost for basic services shall be in accordance with **Exhibit A** attached hereto and incorporated herein.

The Contractor shall deliver and provide, at no charge, one 96-gallon tote to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 65-gallon or 35-gallon tote in the place of the 96-gallon tote. Upon the customer's request, one additional tote can be provided for a monthly rental fee as to be mutually determined.

Each service unit may set out for collection each week an unlimited number of "approved refuse containers" full of garbage/refuse material during any given week. Any containers in addition to the Contractor-issued tote shall weigh less than 50 pounds and shall be less than 32-gallons in size.

The Contractor shall provide one 65-gallon capacity approved recycling containers to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 35-gallon tote in the place of the 65-gallon tote. All recycling totes will have a different color lid or be easily and immediately distinguishable as being exclusively for recycling. Recyclable materials are to be set out for collection each week in an approved recycling container.

Unlimited yard /landscape waste collection shall be provided by the Contractor once per week at a minimum between the first week of collection that includes April 1 and the last week of collection that includes November 30 of each year during the term of this Contract. Landscape outside of the "approved refuse container" shall be securely tied with string or baler's twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.

Each service unit may set out for collection each week up to two bulk refuse items. Bulk refuse items are defined as "White Goods" (i.e., stoves, washers, dryers, refrigerators etc.) and/or items too large to be placed in an approved refuse container.

Bulk refuse items shall be collected by the Contractor either on or within one day of the regularly scheduled refuse collection day.

City Facilities Collection Programs

1. Office Paper Recycling Programs. The Contractor agrees to provide an office paper recycling program at the direction of the City to collect and recycle mixed office paper, generated in buildings owned or leased by the City, from sites to be communicated to the Contractor by the Director of Public Works. Containers for storage of mixed paper, suitable for an office environment, shall be provided by the Contractor to the City per the payment schedule. The Contractor will furnish a regularly scheduled weekly collection service to all buildings leased or owned by the City (see Exhibit B: City-owned Public Facilities).
2. Refuse and Recyclables. The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Assistant Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids (See Exhibit B).

Central Business District Collection

1. The City of DeKalb has established a Central Business District Refuse Program for the properties located at 100-399 E. Lincoln Highway, 122 N. First Street, 110 & 122 S. First Street, 100-135 N. Second Street, 102-140 S. Second Street, 106-155 N. Third Street, and all of Palmer Court.
2. The Central Business District Refuse Program shall be evaluated annually by the parties by June 30. Such evaluation will determine the need for any increase and/or decrease in the number of refuse containers beyond the existing number needed in the program as of the date of this Contract.

3. The cost of refuse and recyclable pickup shall be billed directly by the City of DeKalb to the owner or tenant of each service location within the Central Business District Refuse Program. The Contractor shall charge the price quoted in Exhibit A attached hereto and incorporated herein. The Contractor agrees to observe and abide by all applicable laws regarding this debt collection.
4. Five central refuse collection areas are in place as of the date of this Contract. If there is a need for any more collection areas, it will be mutually agreed upon by the City and the Contractor. See Exhibit C "Central Business District Dumpster Locations" attached hereto and incorporated herein.
5. Refuse and Recyclables. The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side, Central Business District containers and other containers where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Assistant Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters scheduled for use or used due to mutual agreement between the Contractor and the City shall be furnished by the Contractor at no cost to the City. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids. See Exhibit C "Central Business District Dumpster Locations" attached hereto and incorporated herein.
6. Collection service shall consist of three days per week refuse removal, and three days per week collection of commingled recyclables. The Contractor shall submit a schedule to the City for the collection services covered under this Contract within seven days after the Contract goes into effect.
7. The City agrees that the Contractor shall be the exclusive waste hauler for the properties located within the Central Business District Refuse Program, as described in the City of DeKalb's Municipal Code, Chapter 15, Section 15.10, c).

Street Sweeping Disposal

The Contractor shall provide a minimum of three 20-yard dumpsters in the City's property storage yard at 1510 State Street, for the daily accumulations of street sweepings. Additional dumpsters may be required during peak street sweeping season. The dumpsters shall be removed/emptied or replaced within three days after being notified by the City. These dumpsters may require lids if EPA permit requirements mandate these for rain protection to avoid liquid spills. The dumpsters shall be provided between April 1 and October 31 of each year, but these dates will be subject to change based on weather and the needs of the City. Approximately 540 yards of street sweeping material is typically collected annually.

Leaf Collection and Disposal

Contractor shall provide two drop-off locations for City to dispose of bulk leaves. Ideally, one of the sites shall be located within three miles of the western side of the City using First Street as the eastern boundary. The second site shall be within three miles of the eastern side of the City using First Street as the western boundary. Sites must have a hard/firm surface and be accessible during inclement weather conditions. The City is agreeable to working with the Contractor to establish options for acceptable sites.

Leaves will be picked up and hauled away by the Contractor daily or when stockpiles of leaves exist during leaf pickup season (September through December). The Contractor will provide written notice to the City if the location of either site changes during the term of this Contract. These sites will be needed from September 1 through December 31, but dates may change based on weather conditions.

By way of background, the City of DeKalb collects leaves from residential parkways in the community when placed there by residents. The program is most active in October and November but may carry into December. Every day, as the leaf collection equipment fill, the trucks deliver the leaves to a site to be dumped and then return to service. It is expected that the dumped leaves will be disposed of in a timely manner by the Contractor. The mileage requirement stated above is to provide a location where full trucks can quickly drop their load and return to service. The City is open to suggestions on modifying the program, but the fundamentals of curb-side leaf collection must remain.

Property Maintenance Cleanup Service

The Contractor shall provide a price for the cleanup of refuse, debris and garbage in yards or the exterior of properties at the request of the City, as part of its nuisance abatement program through the DeKalb Building & Code Department. The City will be the payer of last resort. The Contractor shall make every effort to collect this sum from the property owner before billing the City. The intent of this clause is to handle the yards of often foreclosed properties or abandoned units where the property owner places the renter's property onto the front yard or parkway for disposal.

Special Events

The Contractor shall provide refuse containers and collection for special events. While the events may vary from April through November, this shall include at least 40 10-yard roll-off containers for use by the City each year as well as disposable trash receptacles, liners, and the service to remove the trash from the receptacles. The City also requires will require up 20 port-o-lets and five hand wash stations, for a duration of not more than a week, once monthly between April and November.

The City reserves the right to solicit quotes and employ the services of competing waste disposal contractors for waste disposal services for Special Events scheduled or sponsored by the City.

Said services may include but not be limited to port-o-lets, recycling or refuse disposal containers. Contractors are encouraged to note where they have alternative services available.

Animal Carcasses

The Contractor should provide a container for the disposal of animal carcasses or outline a process for the safe, hygienic, and prompt disposal of carcasses.

COLLECTION

Schedule and Time of Collections

The Contractor agrees to make collections from each service unit within the corporate limits of the City. The City of DeKalb shall be divided into three collection areas. A map of the City of DeKalb designating the three collection areas is attached hereto and made a part of this Contract as Exhibit E: Garbage Collection Areas. In no case shall collections begin prior to 7:00 a.m. nor continue past 7:00 p.m. Any collections beyond this time frame must be with the express permission of the Assistant Director of Public Works in advance of any collection outside of the normal hours.

The schedule of collection from the three areas is as follows:

Area I Wednesday
Area II Thursday
Area III Friday

The collection schedule shall not be changed without the prior written consent of the City, nor without giving a minimum of 30 days written notice to all parties affected by publishing an advertisement twice per week, for two consecutive weeks, in a local newspaper (with all costs of publication and notice borne by the Contractor).

Failure of the Contractor to maintain said collection schedule will be considered a breach of this Contract and grounds for immediate termination of this Contract pursuant to the default provisions. One day of weekly service per service unit shall be provided to accomplish all of the service unit collections as required by this Contract. Landscape waste collection shall be provided by the Contractor at a minimum of once per week between the first week of collection that includes April 1 and the last week of collection that includes November 30 of each year during the term of the Contract, except for collection of Christmas trees, which shall be collected as described herein.

Schedule Adherence

If at any time during this Contract the Contractor shall collect any section of the City on a day other than scheduled, the City shall notify the Contractor that it is in violation of this Contract. If a similar violation should occur once more within a three-week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment due under this Contract until the Contractor has furnished evidence satisfactory to the

City that the Contractor has taken necessary precautions to prevent further violations. Delays that are occasioned by holidays or by daily precipitation of one inch or more of rain, or six inches or more of snow may not be considered as violations.

Holiday Collection

Collection days normally falling on the following holidays may be scheduled for the first working day prior to or following the legal holiday, or Saturday, as necessary for that week only:

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

The Assistant Director of Public Works must approve any changes to the holiday collections in writing in advance. The Contractor shall be responsible for providing public notification to service units at least two full calendar days in advance of any rescheduled collections due to observance of legal holidays.

Schedule of Collection from City-Owned Facilities

The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum of a weekly basis to all City-owned street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City of DeKalb.

Collection Vehicles

All vehicles used for collection purposes shall be modern, fully enclosed, leak proof packer-type with self-contained mechanisms to compress the material collected. All vehicles shall be kept clean and neat. Vehicles shall be labeled with the Contractor's name, address, and telephone number. All vehicles shall be kept watertight. Drain plugs, if available, shall be kept closed except during collections in rainy weather. A vehicle identification number shall be printed clearly on each vehicle.

All the recycling and collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations to assure the safety of the collection crew and residents of the City. All collection equipment shall be covered and secured to prevent material blowing, leaking, or falling out during transit.

Should the Contractor desire to use different vehicles or those with extra-large capacity, specific written approval of the specific vehicle shall be obtained from the Assistant Director of Public Works and only after weight restrictions are satisfied in addition to satisfactory demonstration of

the vehicle on the streets and alleyways of the City. Vehicles found to be overweight are subject to a liquidated damages penalty.

Container Placement

The Contractor shall return all containers at each stop to the location at which they were found. Containers are to be handled with reasonable care to avoid damage. Any contents spilled on the parkway, premises or streets are to be cleaned up immediately by the Contractor's employees in a responsible manner.

Replacement of Damaged Containers

The Contractor is responsible for damages resulting from the careless handling of any receptacle. All containers which suffer damage caused by the Contractor shall be replaced by the Contractor at no extra charge to the user or to the City. The containers so supplied shall become the property of the property owner.

Collection of Unacceptable Material

The Contractor may refuse to collect unacceptable material as defined herein.

Recyclables Collection

The Contractor must make a written request seeking permission from the City prior to removing any items currently included in the City's recycling collection program, as defined herein. The request must be made at least 30 days prior to the Contractor's desired removal date. The City Council has the right to approve or deny permission to remove any item from the list of recyclables. The Contractor is encouraged to add items to the approved recycling collection program at any time.

Collection Point

The Contractor is responsible for public street and/or alley pick-up of all service units participating in the City's basic service program, in such locations as shall be designated by and acceptable to the City. In addition, the Contractor is responsible for the collection of public litter containers located throughout the community, as defined by Exhibit F, attached hereto, and made a part of this Contract. Service units are responsible for placing approved refuse, recycling or landscape waste containers close to but not encroaching upon the public street/alley abutting the property and shall not be more than two feet from the public street curb/alley and easily accessible to the collector. All refuse storage areas shall be maintained by owners and operators in a clean condition.

During the term of this Contract, the City may require service units, whose basic service collection point is currently in an alley, to move their collection point from the alley to either their front or side curb. If the City decides that adjustments in the collection points are warranted, the Contractor

shall be bound by those adjustments. The City will notify the Contractor and unit owner at least 30 days prior to any planned adjustments in service unit collection points.

Collection Containers

1. Approved Refuse Containers. Refuse shall be placed out for collection in approved refuse containers as defined herein. The Contractor shall not be required to collect refuse unless it is in an approved container or is self-contained and placed out for collection as herein specified.
2. Approved Landscape Waste Containers. Landscape waste shall be placed in approved landscape waste containers, as defined herein, or securely tied with string or baler's twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.
3. Approved Recycling Container. Recyclables shall be placed out for collection in an approved recycling container as defined herein. The recycling containers supplied by the Contractor shall remain the property of the Contractor.

Service units may lease additional recycling containers, beyond the recycling tote listed above, for a monthly rental fee that is mutually determined.

The Contractor agrees that it shall promptly replace recycling containers, at its expense, when notified by a service unit that said container is lost, stolen or damaged, during the term of this Contract. The Contractor shall leave the container at the point of collection. The Contractor may elect to repair a damaged container. However, the damaged container must be repaired to a "like new" condition in terms of operation and function.

The Contractor shall not be required to collect recyclables unless they are placed in an approved recycling container, or in the case of newsprint/plastic containers, placed on top of other items in said container(s) or neatly placed alongside said container(s) and as otherwise approved herein.

Titles to Waste

All refuse, landscape waste and recyclables placed for collection by a service unit user shall become and be the property of the Contractor as soon as the same is placed in the Contractor's collection vehicle. The includes rights to revenue generated from the sale of recyclables. It is expected that reductions based on sale of recyclables are in the base costs.

The successful bidder agrees to work with the DeKalb Police Department upon request to inspect or take possession of any refuse or recycling deemed of interest by the Police Department. The successful bidder shall also agree to undertake any steps requested by the City's Police Department to permit the inspection of all or any portion of any vehicle being used to haul refuse in the City of DeKalb at any time, upon reasonable request.

SECTION III: GENERAL ADMINISTRATION AND CONDITIONS

CONDITIONS

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor is responsible for the repair of damage or destruction of property of any character, within a reasonable time period, resulting from neglect, misconduct, commission or omission in the Contractor's manner or method of execution or non-execution of the work, or otherwise arising out of or relating to Contractor's work, vehicles, personnel or processes, or caused by defective work or the use of unsatisfactory materials and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of this section met. Whenever the Contractor damages or destroys public or private property, the Contractor shall notify the Department of Public Works concerning such damage, within a 24-hour period following such incident. The Contractor shall comply with applicable legal requirements for reporting vehicle accidents and collisions. Any vehicle accident or collision occurring within the City shall be immediately reported to the City Police Department.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at the Contractor's expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner to the City. If the Contractor fails to do so, the City may, after expiration of 48-hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under this Contract.

The restoration of grassed areas shall be inclusive of any necessary topsoil grading and sodding. The restoration or payment of damages for fences, trees, or shrubs shall be by mutual agreement between the property holder and the Contractor. If mutually agreed, the Contractor may pay damages for fences, plantings, trees or shrubs to the property holder. If the Contractor and the property holder elect the payment of money damages, then the Contractor shall furnish written documents to the City indicating the mutual agreement to the type of damages being compensated, the amount of damages paid and acknowledgement of receipt of the money damages by the property holder concerned. The Contractor shall furnish the City with the property holder's release of liability of the City for damages whether damages are compensated for by restoration or money damages.

Default

If the Contractor fails to observe the established schedule for more than two consecutive working days, and in the opinion of the Assistant Director of Public Works, there has not been sufficient cause to justify such lack of observance, the City shall serve written notice either by certified mail or by personal delivery to the legal premises shown on the "Notices" paragraph below. The Contractor shall be in default if the Contractor does not re-establish the schedule within 24-hours

of said notice. If, at the end of the 24-hour period, the Contractor has not made the necessary correction, the City shall take steps, as necessary, to provide services according to the collection schedule set forth below. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Contractor shall also be liable for a penalty charge of \$10,000 per week for each week, or part thereof, following said notice of default. Said penalty may be deducted from payments due under the Contract or collected by separate action.

Adjudged Bankrupt

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate and in no event shall the Contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then the Contract may be terminated at the option of the City upon five days written notice to Contractor and in no event shall the Contract be or be treated as an asset of the Contractor after the exercise of said option. The Contract is not assignable by the Contractor, either voluntarily or involuntarily, or by any process of law, except as provided herein, and shall not be or come under the control of creditors, or trustee or trustees of Contractor in case of bankruptcy or insolvency of Contractor but shall be subject to termination as above provided.

Termination

The City of DeKalb shall notify the Contractor in writing of any breach of the Contract by the Contractor. In the event that the City determines that the Contractor has breached the Contract pursuant to the section labeled "Default" above, the City reserves the right to seek any legal or equitable remedy available to address the breach and any damages incurred by the City (or its residents) as a result thereof. Without limiting the foregoing remedies, the Contractor agrees that it shall be liable and responsible for the additional cost, if any, incurred by the City in obtaining replacement performance of the services contemplated by the Contract for the balance of the then-current term thereof, in addition to any other costs or liabilities of the Contractor.

Non-Collusion

In agreeing to the terms of this Contract, the Contractor declares that the only persons or parties interested in this Contract as principals are those named herein; and that the Contract is made without collusion with any other person, firm or corporation.

Personal Investigation

The Contractor shall satisfy its need for information by personal investigation and by such other means, as it may believe necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Department of Public Works, or any other City department or personnel, shall relieve the Contractor from any risk or from fulfilling all the terms of this Contract.

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 and pay for all licenses, permits, certificates of authority and inspections required for the work.

Notices and Contact Person

Contractor

Contact Name: _____

Address: _____

City

Contact Name: Bryan Faivre, Assistant Public Works Director

Address: City of DeKalb Public Works, 1216 Market Street, DeKalb, IL 60115

Non-Barrment from Bidding

The Contractor shall certify that it has not been convicted of bribery or attempting to bribe an office or employee of the state of Illinois, nor has the firm made an admission of guilt of such conduct, which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Contractor further certifies that it is not barred from entering into this Contract as a result of a conviction for the violation of the state law prohibiting bid-rigging or bid rotating.

Insurance

1. Contractor's Responsibility to Maintain Insurance.

The Contractor shall maintain during the term of this Contract, Commercial General Liability, Public Liability, Automobile Liability and Property Damage Insurance protecting it from all personal injury claims, including death and destruction of or damage to property arising out of or in connection with any operation under this Contract, whether such operations be by the Contractor, any Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor's Public Liability and Property Damage Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated below or any applicable state statutory limits, whichever is greater. This insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles.

The Contractor shall purchase and maintain during the life of this Contract, Workers Compensation Insurance written in conformance with all current laws of the State of Illinois.

Employer's Liability Insurance shall be purchased and maintained during the life of this Contract in the statutory amount pursuant to law.

2. Hold Harmless Agreement – Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of DeKalb, its officials, agents, employees, contractors and volunteers from and against any and all claims, damages, losses and expenses, including attorneys' fees and court costs, arising out of or resulting from the performance of the work under this Contract, provided that any such claim, damage, disease or death, injury to or destruction of tangible property including the loss of use resulting therefrom which is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes full responsibility for and shall indemnify the City for any and all loss or damage of whatsoever kind and nature to any and all City property, including any equipment, supplies, accessories or parts furnished, while in the Contractor's custody or care for storage, repairs or services to be performed under the same terms of this Contract resulting in whole or in part from the negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or Subcontractor.

In any and all claims against the City of DeKalb, its officials, agents, employees, volunteers, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph (1) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts, and Contractor expressly waives any right of offset, set aside or defense under *Kotecki* or other similar cases.

3. Additional Insured.

The Contractor shall include the City of DeKalb as an additional primary and non-contributory named insured on all insurance policies and shall provide written proof thereof. All insurance premiums shall be paid on time by the Contractor, without cost to the City. This proof shall be provided to the City annually. The insurer shall be licensed to do business in the State of Illinois and shall have a BEST rating of A- or better.

4. Minimum Limits of Liability.

The limits of liability for the above required insurance shall not be less than the following:

Bodily Injury, Each Occurrence	\$1,000,000
Bodily Injury, Each Aggregate	\$3,000,000
Property Damage Liability	\$1,000,000

Worker's Compensation	Statutory
Environmental	\$3,000,000

The above-required insurance policies may be provided through any combination of primary coverage and umbrella insurance policies, provided that in the aggregate, each form of policy required has coverage meeting the minimum liability limits described above.

5. Automobile Liability and Property Damage Insurance.

Automobile liability and property damage insurance including employee's non-ownership liability and hired automobile insurance shall be obtained and maintained in force for the duration of this Contract by the Contractor. Insurance shall be in the amount of the following minimum coverages:

Bodily Injury, Each Person	\$1,000,000
Bodily Injury, Each Aggregate	\$2,000,000
Property Damage Liability	\$1,000,000

6. Certificate of Insurance.

A Certificate of Insurance on the standard "Accord" form attesting to the respective insurance coverages shall be filed with and approved by the City of DeKalb prior to execution of this Contract. No policies shall permit termination or modification without at least 30 days prior written notice to the City. A new Certificate of Insurance shall be filed with the Assistant Public Works Director at least 30 days prior to the expiration or termination of an existing Certificate of Insurance.

7. Right to Recovery.

Nothing in the above paragraphs shall be considered to preclude the City from receiving the benefits of any insurance policy the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and upon the request of the City, shall, at the City's expense, furnish to the City all reasonable assistance and cooperation (including assistance in the prosecution of any legal claim and the execution of instruments of assignment in favor of the City in obtaining recovery).

8. Notice.

The amount of insurance required herein shall in no way limit the amount of insurance which the Contractor may carry and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Contract. The Contractor shall give written notice to the City of any claim against the Contractor for damages or injury to persons or property within 30 days after knowledge of such claim. Failure to give such notice in a timely fashion shall not affect Contractor's liability hereunder.

9. Compliance.

The Contractor shall comply with all laws, ordinances and regulations (federal, state, county, City or otherwise) covering work of this character and shall include all costs, if any, of such compliance in the prices to be paid under this Contract.

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

Compliance with Equal Employment Opportunity Act

Contractor shall comply in all respects with the Equal Employment Opportunity Act. As the Contractor has 15 or more employees, it is required to have an Affirmative Action Plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Findings of non-compliance with applicable state and federal equal opportunity laws and regulations shall be sufficient reason for revocation or termination of this Contract by the City.

No person shall be refused or denied employment in any capacity on the grounds of race, creed, color, sex or national origin, nor be discriminated against in any manner by reason thereof, in connection with contracting for or the performance of any work or service of any kind, by, for, on behalf, or for the benefit of the City. The City reserves the right to add protected classes of individuals to this Contract at any time.

During the performance of this Contract, the Contractor shall agree as follows:

1. That it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin or ancestry.
2. That in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color religion, sex, national origin, or ancestry.
3. That it will submit reports as required by the Illinois Fair Employment Practice Commission's Rules and Regulations for Public Contracts; furnish all relevant information as may from time to time be requested by the Commission or the City; and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
4. That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of DeKalb and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

GENERAL PERSONNEL

Employees

The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Contract; and to provide neat, orderly and courteous and competent personnel on its crews.

The Contractor shall prohibit and enforce the prohibition of any drinking of alcoholic beverages, use of illegal drugs, or use of drugs/medications which are unlawful, or which may cause impairment while driving by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall provide the name or names of such person(s) to the City.

All collection employees shall be required to wear appropriate work uniforms. Said uniform shirt or jacket should clearly indicate the employee is employed by the Contractor. Employees should wear uniforms compliant with all OSHA, ANSI and Department of Labor requirements for reflectivity in the right-of-way.

Each employee driving a vehicle shall, at all times, carry a valid Illinois Driver's License for the type of vehicle the employee is driving.

Prevailing Wage

Contractor is required for identifying and complying with all mandatory requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, to the fullest extent applicable to the work contemplated herein. Contractor shall indemnify, defend and hold harmless the City from any and all claims or liabilities arising out of or related to the Contractor's failure to comply with said law or any other law(s) specifying minimum wages or labor conditions, without limitation, it being acknowledged that Contractor is solely responsible for identification of and compliance with such regulations. Contractor shall provide all records required by such laws, or as shall be necessary to demonstrate compliance therewith.

Accident Prevention

The Contractor and its employees shall exercise precaution at all times for the protection of persons (including Contractor's employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

Venue

The parties agree that the venue for any cause of action, suit or proceeding relating to this Contract shall be exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County Court.

Severability

If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Contract, and to that end, all provisions, covenants, agreements and portions of this Contract are declared to be severable.

Processing of Recyclable Material

Processing of collected recyclable materials will be the responsibility of the Contractor. If a processing and/or storage facility for recycling is to be located within the corporate limits of the City, such processing and/or storage facility shall comply with all local zoning ordinances and other applicable local and state statutory provisions, ordinances, and regulations with regards to such facility. It is not a requirement of this contract that the Contractor have any facilities within the corporate limits of the City.

Disposal

All garbage shall be removed from the City at the close of each day of collection and shall be disposed of at a lawfully operated landfill site as specified by the Contractor and at the Contractor's sole expense. The Contractor warrants that sufficient sites for the disposal of said waste will be available to the Contractor during the full term of this Contract.

GENERAL ADMINISTRATION

Strike Provision

Should the Contractor, for any reason, including but not limited to a strike or act of God, fall further than one week behind in its collection schedule, the City may, at its option, collect and dispose of all refuse or hire another waste disposal contractor to do so. Any expense incurred in excess of the price or rate provided for in this Contract will be charged against the Contractor. The City may suspend all payments to Contractor during such period.

The City may seek and recover from the Contractor any unpaid amounts due the City along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the failure to provide services. Contractor acknowledges and agrees that the performance of its services is essential to maintain public order

and public health, and that the provisions of this section shall apply to any work stoppage or failure to perform by Contractor, for any reason.

Emergencies

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like, which requires additional hauling equipment by the City, the Contractor's equipment shall be placed at the City's disposal upon request for such temporary use, provided that upon such use the City shall pay the normal operating cost of such equipment. The City reserves the right to direct which disposal sites are to be used during an emergency. Contractor's employees or agents shall operate the Contractor's equipment under this paragraph.

Penalties

Should the Contractor fail to report back within eight normal working hours after having received notice of a problem from the City or should such report or independent City investigation indicate in the judgment of the Assistant Public Works Director, or designated representative, that the Contractor has been derelict in the performance of duties, then the City shall assess a penalty charge plus any cost incurred in correcting the problem. Penalty charges shall be as follows and may, at the option of the City, be deducted from payments due under this Contract or collected by separate action.

1. Underperformed Collection. \$100 per day, per collection location for each successive working day that any scheduled collection is not made.
2. Unrepaired Truck or Container. \$200 per day, for each successive day for dirty or leaking truck and bulk containers which are not properly repaired or replaced within five working days of date of receiving notice from the City.
3. Unprovided Reports. \$20 per day past the due date, if the Contractor fails to provide the required reports to the City's Assistant Public Works Director.

Notwithstanding the forgoing, any violation of City Ordinance or State Statute may be prosecuted without regard to these penalties.

Change in Service

Should the City wish to make other changes to the type of service provided during the term of the Contract as to type of material collected, method of handling, method of collection, stops served, etc., the City shall provide written notice to the Contractor at its place of business of its desire to do so. Both parties agree to negotiate the terms, frequency, and price of such change in good faith after such notice is served. **Any change to the type of service provided shall only result from the mutual agreement of the Parties to this agreement.**

Local Improvements

The City reserves the right to construct any improvements or to permit any construction in any street, which may have the effect of preventing the Contractor from traveling the accustomed collection route(s) for a period of time. The Contractor, however, by an acceptable method, shall continue to collect refuse, landscape waste and recyclables to the same extent as though no interference existed upon the streets. This shall be done without extra cost to the City. The City will make every effort to provide the Contractor with advance notice of planned improvement projects that may affect solid waste collection services.

PROMOTION, EDUCATION AND CUSTOMER SERVICE

Program Identification

All promotional, educational, or other public informational material directed to service units shall identify the basic service described herein as either the "City of DeKalb's Refuse, Recycling and Landscape Waste Collection, Disposal and/or Processing Program", or individual programs therein (i.e., "City of DeKalb Recycling Program").

Educational/Informational Brochure

The Contractor shall develop and implement a public awareness program. The Contractor agrees that it is responsible for the cost of the education material and for its distribution. This public awareness program shall include, but not be limited to, publication and mailing of a bilingual (English and Spanish) brochure with information about the City's refuse and recycling program annually through the initial five-year Contract term. This publication shall illustrate how materials are to be prepared for collection and emphasize the importance of recycling and waste reduction. The brochure shall also include the Contractor's address and telephone number.

The Assistant Public Works Director must approve all consumer education materials prior to printing and distribution. The City reserves the right to edit all consumer education material for content. All costs associated with producing and distributing the consumer education materials will be the responsibility of the Contractor.

The Contractor agrees to provide the City with additional materials as the City deems necessary. The Contractor also agrees to distribute information to residents via flyers placed in recycling bins or on waste receptacles, from time to time, as requested by the City. All materials created must also be created in Spanish.

Customer Service and Support

The Contractor shall establish and maintain a toll-free customer service telephone number through which service can be applied for, complaints can be made, service requests can be made, and instructions received from the Assistant Public Works Director. This service shall be operated at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except during listed holidays or as otherwise directed by the City.

Additionally, the City shall be provided with a telephone number of a Contractor's representative with the authority to commit resources in an emergency or unusual circumstance, 24 hours a day, seven days a week.

Service Unit Complaints

The City shall receive and forward to the Contractor all service calls or complaints and the Contractor shall be available to receive such calls during business hours, as defined herein. All complaints shall be given prompt, courteous attention by the Contractor. The Contractor shall immediately investigate any complaint as to failure of collection and, if verified, then a special collection shall be made within 24-hours of the receipt of the complaint. The Contractor shall provide a toll-free telephone contact number for persons pursuing a complaint or seeking information. The Contractor agrees that said point of contact will assure the Contractor's representative possesses the ability to respond to City service unit user inquiries in a reasonable time frame. All service unit complaints shall be logged in a format acceptable to the City and contractor for a monthly report detailing number of service unit complaints and resolution.

Contractor Response to Improperly Prepared Recyclable Materials

When the Contractor encounters improperly prepared material or non-recyclable items, the following procedure shall be followed:

1. The Contractor shall pick-up all materials improperly prepared or non-recyclable materials, and process or dispose of them properly. For the remaining items, the Contractor shall complete a notice on a document approved by the City indicating the problems and leave it with the customer. The Contractor shall document the address and date.
2. The Contractor shall supply the required documentation to the City, as requested, regarding the frequency and extent to which the Contractor encounters improperly prepared recyclable materials.

Quality Assurance and Performance Reports

The Contractor shall furnish a **monthly report** to the Assistant Public Works Director detailing information on the City's refuse, recycling and landscape waste collection and/or processing program. The report shall contain, but not be limited to, information concerning the number of participants in both the refuse and recycling programs; approximate number of cubic yards and tons of collected refuse and landscape waste; volume of recyclables collected and sold; and the number of curbside collection customers setting out materials on a weekly basis. In addition, the report shall include detailed information regarding improperly placed materials plus information about any service complaints and a brief explanation detailing the corrective action taken by the Contractor. Each report provided by the Contractor under this paragraph shall include the source of information or data used in compiling such report and shall be available for review by the City. Annual Assurance and Performance Reports shall be submitted to the Assistant Public Works Director, for the period indicated, each year during the term of this Contract before February 1 for the previous calendar year.

Income Qualified Refuse Collection Program

Eligible residents shall not be required to pay a fee for residential collection if they meet the following requirements:

1. Head of household, age 62 years or older; AND has a gross annual household income equal to or less than that threshold determined by the United States Department of Health and Human Services poverty guidelines.
2. Head of household with a medical disability or chronic illness preventing gainful employment for a duration of a minimum of three or more consecutive months, who shall provide a physician's statement, and has a gross annual household income equal to or less than that annually determined by the City.

All Eligible Residents must annually submit a completed and signed application form and photocopy of the applicant's most recent federal income tax return (or other proof of income).

The Contractor shall be paid for this service by including the costs in the rates of all other collection households. The City currently has approximately 54 income-qualified units.

PAYMENT

Contractor Compensation for Basic Service

The City will present the Contractor with payment at the end of each month during the term of this Contract, plus any credits and less any charges as outlined in this Contract. Should the Contractor fail to observe any of the provisions of this Contract, the City may withhold the regular monthly payments until satisfied that the Contractor has fulfilled its obligations and responsibilities as prescribed in this Contract.

The Contractor is to be paid on the basis of there being approximately 9,141 service units at the beginning of the term of this Contract. It is the responsibility of the Contractor to verify the actual number of service units if verification is required. Adjustments in the number of participating service units will be made by the City on a monthly basis during the term of this Contract.

The amount to be paid to the Contractor by the City per service unit over the term of this Contract is detailed on Exhibit A attached hereto and made a part of this Contract.

Adjustments in Base Compensation Upon Change in Service Units

The compensation to the Contractor shall be adjusted monthly on the basis of increases or decreases in the number of units in the City during the preceding month. The Contractor shall make any such computation of changes in the number of service units and notify the City.

It is the intention of the parties hereto that the City shall not compensate the Contractor for additional units until the beginning of the new month, nor will the amount of monthly compensation be diminished until the beginning of the new month.

Compensation from the Property Owner or Tenant

The Contractor shall negotiate directly with the property owner or tenant of the premises for any refuse collection and disposal service in excess of the basic minimum as provided by the City.

SECTION IV: PROPOSAL FORMS & EXHIBITS

CERTIFICATION REQUIREMENTS

Please submit all required forms and documentation, fully completed, and signed, with your proposal. No proposal will be accepted without this information.

All Contractors and vendors are required to submit the following information:

1. All Contractors must submit a signed sexual harassment form enclosed with the Request for Proposal.
2. The undersigned certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the City of DeKalb, unless there is a pending proceeding contesting the tax.
3. The undersigned certifies that the Contractor is not barred from offering on this solicitation as a result of a conviction or the violation of state law prohibiting bid-rigging or bid-rotating.
4. The undersigned certifies compliance with all certifications attached:

Signature/Title: _____

Company Name: _____

Address: _____

Phone Number: _____

FEIN Number: _____

Employment Status. The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery. The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Tax Delinquency. The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Loan Default. If the Contractor is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification. The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting. The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Prevailing Wage. The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act.

Drug Free Workplace. The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Bidders, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further acknowledges that it shall comply with all federal and state regulations regarding drug testing for operators of commercial motor vehicles.

Non-Discrimination, Certification, and Equal Employment Opportunity. The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits. If 30 Illinois Compiled Statutes 500/20-65 requires the Bidder (and any sub Bidders) to maintain, for a period of three years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be

available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification. (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien the Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Authorized in Illinois. The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor. The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979, or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification. The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

Taxpayer Certification. Under penalties of perjury, the Bidder certifies that its Federal Taxpayer Identification Number or Social Security Number is _____ and is doing business as a (check one):

- ☐ Individual
- ☐ Real Estate Agent
- ☐ Sole Proprietorship
- ☐ Government Entity
- ☐ Partnership
- ☐ Tax Exempt Organization (IRC 501(a) only)
- ☐ Corporation
- ☐ Not for Profit Corporation
- ☐ Trust or Estate
- ☐ Medical and Health Care Services Provider Corporation

_____ hereby certifies that it is in compliance with and/or shall conform to the following terms and conditions during the life of the Contract.

Sexual Harassment Policy

Illinois Compiled Statutes, Chapter 5, Paragraph 2-105 (A) (4) regarding sexual harassment:

Every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policy shall be provided to the City upon request.

Drug Free Workplace Policy

The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

APPENDIX 1: PROPOSAL FORM

City of DeKalb Residential Refuse, Recycling and Yard Waste Collection Proposal Form

Proposal of:

Contractor: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Representative: _____

Phone No.: _____

This proposal is submitted for an exclusive franchise agreement to provide residential solid waste removal, recycling, and yard waste collection, with said work being located in and for the City of DeKalb and based on the specifications requirements and scope of services outlined in the Proposal Specifications. The following proposals are made on behalf of the undersigned and no others. The proposals are made without collusion on the part of any person, firm or corporation.

We the undersigned, certify that we have carefully examined the Franchise Agreement Proposal Specifications, the Proposal Form, and any and all Appendices and Addenda attached hereto. We further certify that we have visited the City and have completely informed ourselves of the type of housing, population density, traffic congestion, collection procedures required, labor required, number of containers, designated areas for placement of containers, and all other factors, local and otherwise, which would affect the completion of work covered by this proposal. Relating to the services of solid waste removal and disposal, recyclable collection, and yard waste collection and disposal.

We understand that the number of stops to be served are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at unit prices quoted. We understand that the City of DeKalb reserves the right to accept or reject any proposal or parts thereof and to waive irregularities or omissions in any proposal if it is deemed to be in the best interest of the City. The following is our proposal for combined collection and disposal services for: general refuse, bulk materials / white goods, recycling collection, and yard waste collection and optional services within the City of DeKalb as identified in the specifications. In accordance with your requirements outlined in the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein on a charge per account per month basis.

Signature/Title: _____

Company: _____

Date: _____

APPENDIX 2: REFERENCES

Please provide a list of municipal references for similar residential collection programs.

1. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

2. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

3. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

Sexual Harassment – Policies and Programs

Every party to any contract with the City of DeKalb and every eligible Contractor is required to have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment.
2. The definition of sexual harassment under state law.
3. A description of sexual harassment, utilizing examples.
4. A vendor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission.
6. Directions on how to contact the department and the commission.
7. Protection against retaliation as provided by Section 6-101 of the Human Rights Act.

I hereby affirm that the organization which I represent has in place sexual harassment policies, which include the required information set forth above, and I hereby agree to furnish the City of DeKalb with a copy of these policies if they so request.

Signature/Title: _____

Company: _____

Date: _____

Sexual harassment is defined as follows:

Sexual Harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of DeKalb.

I hereby agree to fully indemnify and hold the City of DeKalb harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of the Contract.

EXHIBIT A: DETAILED COST SHEET

NOTE: Use Exhibit A to bid on the services as specified in Section II “Basic Services”. Failure of the Bidder to complete Exhibit A may be cause for rejection of the bid submittal.

Option 1: Unlimited Volume.

The City seeks bids for the services specified in Section II “Basic Services”. Basic Weekly Service includes:

- 96-gallon tote and unlimited volume using additional resident supplied totes.
- 65-gallon recycling tote.
- Unlimited yard/landscape waste collection using approved containers or bundling.

	Base Rate for the Collection of Curbside Refuse, Recyclables and Yard Waste Per Stop/Month
September 1, 2023, to August 31, 2024	
September 1, 2024, to August 31, 2025	
September 1, 2025, to August 31, 2026	
September 1, 2026, to August 31, 2027	
September 1, 2027, to August 31, 2028	

The additional cost to the per stop/month base rate for a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics per stop/month.

	Cost Per Stop/Month
The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to all residents.	\$ _____
Please include an annual increase as a percentage (%) if applicable.	\$ _____

Alternate Approach

If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and state what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative achieves equivalent or superior performance results.

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service as stated in Section I, Part 3 “Alternatives to Scope of Services.

Municipal Services

The City seeks bids for the municipal services listed below as specified in Section II “Basic Services”.

Street Sweeping Roll Off Price	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Property Maintenance Clean Up Services	Price Per Hour (2-Person Crew and Vehicle)
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

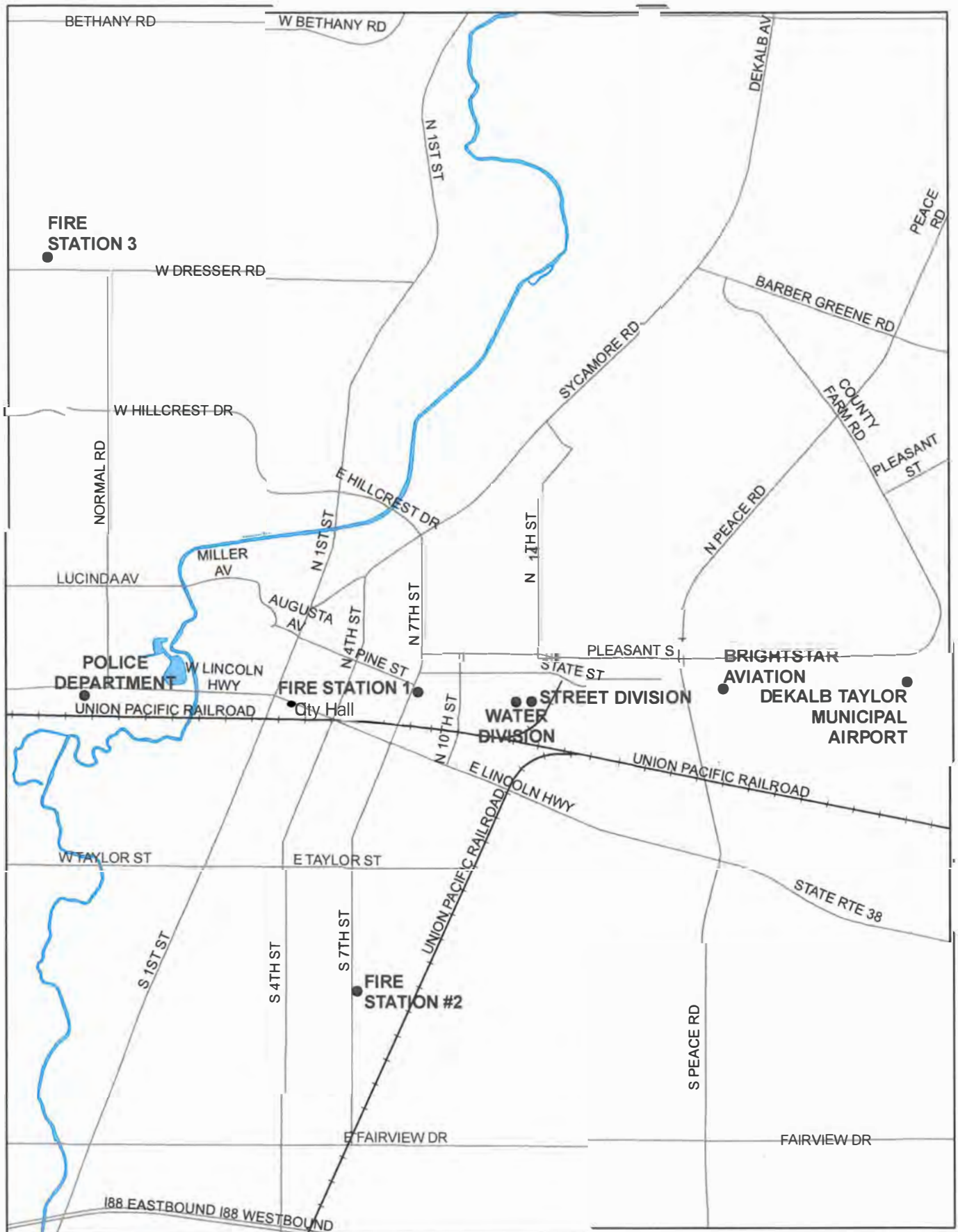
Central Business District Collection	Price Per Month
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Leaf Collection Disposal	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Spoils Pile Disposal (approximately 770 cubic yards)	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Exhibit B

City-Owned Public Facilities



File: IPW-Admin\City-Owned Public Facilities.mxd
Created: 4/11/2018 DJE



0 0.25 0.5 0.75 1 Miles

Central Business District Dumpster Locations



Exhibit D

CITY OF DEKALB

MONTHLY RESIDENTIAL TRACKING REPORT



SERVICES

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD (avg)
Total Trash Units	9101	9141	9140	9139	9141	9143	9142	9145	9142	9143	9144	9146	9139
Approx. Weekly Curbside Participation	93%	93%	95.0%	95%	95%	95%	94%	93%	93.0%	93%	93%	93%	93.7%
Total Recycle Units	9101	9141	9140	9139	9141	9143	9142	9145	9142	9143	9144	9146	9139
Approx. Weekly Curbside Participation	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90.0%

COLLECTION STATS

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD (totals)
Waste Tons	625.15	577.81	751.55	742.43	724.13	826.43	809.71	762.28	842.57	669.1	746.19	763.92	8841.27
Recycling Tons	166.05	161.45	193.3	196.81	171.45	198.66	186.77	169.57	200.39	162.18	195.95	191.26	2193.84
YW/Leaf Yards				1700	1600	2200	1500	1700	2100	1600	1500	0	13900
YW/Leaf Tons (approx)				106.25	100	137.5	93.75	106.25	131.25	100	93.75	0	868.75
Total Tons	791.2	739.26	944.85	1045.49	995.58	1162.59	1090.23	1038.1	1174.21	931.28	1035.89	955.18	11903.86
# of Household Hazardous Homes Services	0	0	0	22	0	0	11	0	0	18	0	0	51
Household Hazardous Items (Tons)	0	0	0	0.7665	0	0	0.2905	0	0	0.322	0	0	1.379
Avg. Waste/Unit (lbs./month)	137.38	126.42	164.45	162.48	158.44	180.78	177.14	166.71	184.33	146.36	163.21	167.05	1934.75
Avg. Recycling/Unit (lbs./month)	36.49	35.32	42.30	43.07	37.51	43.46	40.86	37.08	43.84	35.48	42.86	41.82	480.09
Avg. YW/Leaf/Customer (lbs./month)	0.00	0.00	0.00	23.25	21.88	30.08	20.51	23.24	28.71	21.87	20.51	0.00	95.02

Refuse Collection Areas

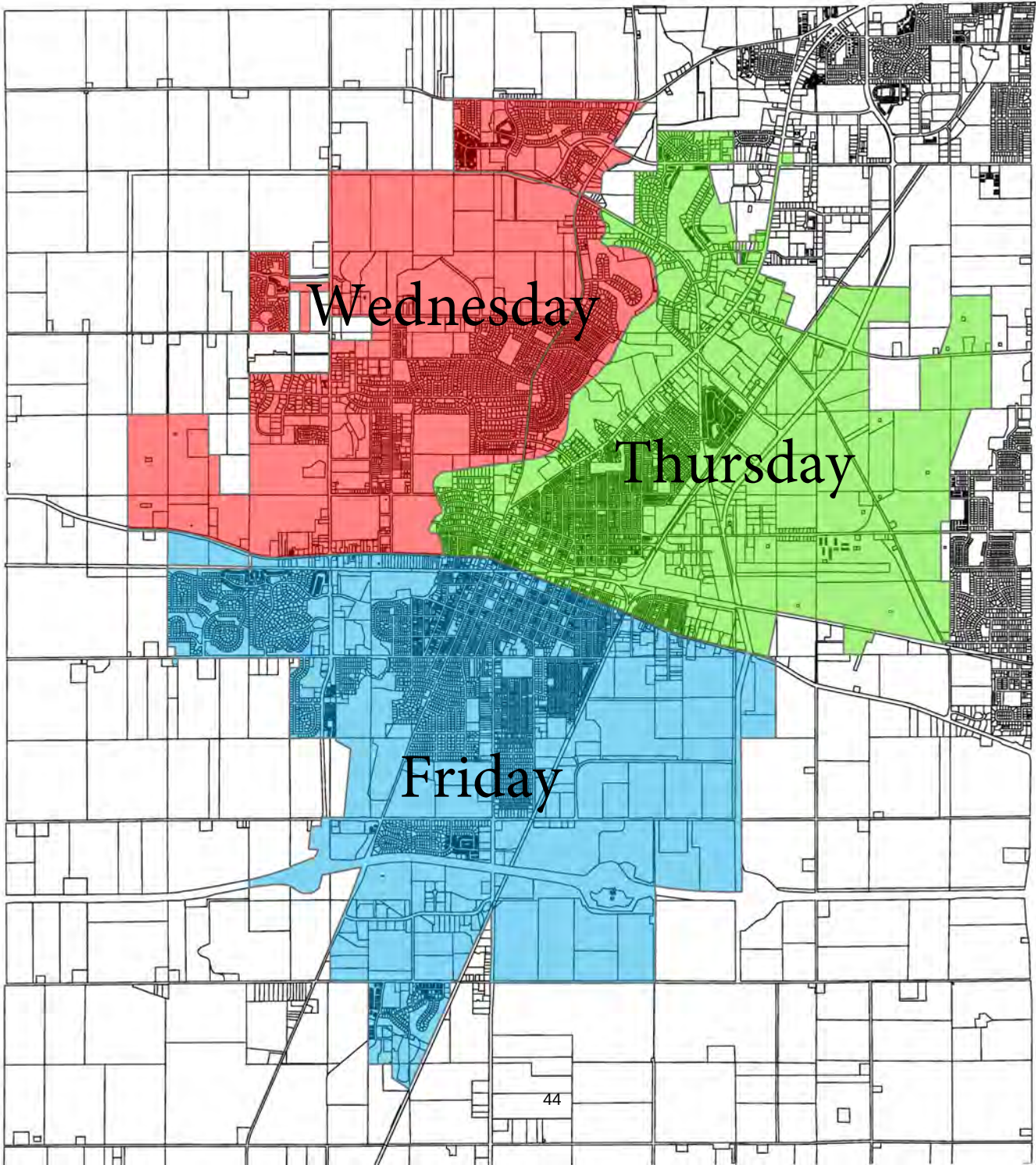


Exhibit F

Public Waste Containers



EXHIBIT G: FORM OF BID ADDENDUM

BID ADDENDUM

Name of Project: _____

General Description of Project: _____

Website Link: _____

Date of Addendum: _____

Description: _____

Signed by: _____



REQUEST FOR PROPOSALS

Refuse, Recyclables & Yard Waste Collection Services for the City of DeKalb, Illinois

Issued: March 17, 2023

All proposals must be received at the City of DeKalb, City Manager's Office, located at 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 P.M. on April 26, 2023.

Bill Nicklas, City Manager
164 E. Lincoln Highway
City of DeKalb, IL 60115
Phone: (815) 748-2391

TABLE OF CONTENTS

REQUEST FOR PROPOSALS	1
SECTION I: OVERVIEW, TERMS, AND INSTRUCTIONS	2
Overview.....	2
Contract	2
Requirements of Contractor	2
Definitions	2
Term of Contract	5
Description of Work.....	5
Instructions for Proposal Contents	6
Part 1: Introduction.....	6
Part 2: Scope of Service.....	6
Part 3: Alternatives to Scope of Service	7
Part 4: Required Forms / Information	8
Part 5: Price Proposal	8
Proposal Delivery Procedures	8
Proposal Security	9
Pre-Proposal Meeting & Addenda	10
Evaluation of Proposals.....	10
SECTION II: SERVICE PROVISIONS	11
Intent.....	11
Basic Services	11
Curbside and Alley Collection Programs	11
City Facilities Collection Programs	12
Central Business District Collection.....	12
Street Sweeping Disposal	13
Leaf Collection and Disposal	14
Property Maintenance Cleanup Service	14
Special Events	14
Animal Carcasses	15
Collection	15
Schedule and Time of Collections	15
Schedule Adherence	15
Holiday Collection	16
Schedule of Collection from City-Owned Facilities	16
Collection Vehicles.....	16
Container Placement.....	17
Replacement of Damaged Containers.....	17
Collection of Unacceptable Material	17
Recyclables Collection	17
Collection Point	17
Collection Containers	18

Titles to Waste.....	18
SECTION III: GENERAL ADMINISTRATION AND CONDITIONS	19
Conditions.....	19
Protection and Restoration of Property.....	19
Default.....	19
Adjudged Bankrupt.....	20
Termination	20
Non-Collusion.....	20
Personal Investigation	20
Taxes, Licenses and Permits	21
Notices and Contact Person.....	21
Non-Barrment from Bidding.....	21
Insurance	21
Equal Opportunity – Affirmative Action.....	24
Compliance with Equal Employment Opportunity Act.....	24
General Personnel.....	25
Employees	25
Prevailing Wage	25
Accident Prevention	25
Venue	26
Severability	26
Processing of Recyclable Materials.....	26
Disposal	26
General Administration.....	26
Strike Provision	26
Emergencies	27
Penalties	27
Change in Service	27
Local Improvements.....	28
Promotion, Education and Customer Service.....	28
Program Identification	28
Educational/Informational Brochure.....	28
Customer Service & Support.....	28
Service Unit Complaints	29
Contractor Response to Improperly Prepared Recyclable Materials.....	29
Quality Assurance & Performance Reports	29
Income Qualified Refuse Collection Program	30
Payment.....	30
Contractor Compensation for Basic Service	30
Adjustments in Base Compensation Upon change in Service Units	30
Compensation from the Property Owner or Tenant	31

SECTION IV: PROPOSAL FORMS AND EXHIBITS	32
Certification Requirements	32
Appendix 1: Proposal Form	36
Appendix 2: References	37
Sexual Harassment – Policies & Programs	38
Exhibit A: Detailed Cost Sheet	39
Exhibit B: City-Owned Public Facilities	41
Exhibit C: Central Business District Dumpster Locations	42
Exhibit D: Historical Collection Data	43
Exhibit E: Refuse Collection Areas	44
Exhibit F: Public Waste Receptacles	45
Exhibit G: Form of Bid Addendum	46

REQUEST FOR PROPOSALS

The City of DeKalb (hereafter referred to as the “City”) requests proposals for the provision of professional services for refuse, recycling and yard waste services for single family residential collection, multi-family residential collection (four units or less), attached townhomes (not apartment complexes), the Central Business District, and City-owned facilities in DeKalb, Illinois. The scope of work includes providing labor; materials; tools, equipment, transportation services to landfill space for the collection, processing and/or disposal of refuse, yard waste and recyclables, in accordance with the contract specifications.

All proposals must be received at the City of DeKalb, City Manager’s Office, 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 p.m. on April 26, 2023. Proposals will be opened publicly at 2:00 p.m. on April 26, 2023, in the second-floor conference room at City Hall, 164 E. Lincoln Highway, DeKalb, Illinois.

All proposals are to be submitted on the “Request for Proposal” forms provided, entitled: “Request for Proposals for Refuse, Recyclables and Yard Waste Collection Services for the City of DeKalb”. The submission of a proposal does not create a contractual relationship between the Contractor and the City of DeKalb.

The City will host a mandatory pre-proposal meeting on Friday, March 31, 2023, at 10:00 a.m., in the City of DeKalb’s Utility Building conference room at 1216 Market Street, DeKalb, Illinois. Attendance is mandatory for all interested respondents.

Prior to the deadline for proposals, any interested bidder may propose a City Council tour of the landfill or material recovery facility (MRF) which the bidder will be using to perform the proposed contract, if selected. Such tours will be subject to Council interest and availability, which cannot be guaranteed.

Please direct all inquiries and/or questions pertaining to the provisions and specifications of this Request for Proposals (RFP) to Bryan Faivre, Assistant Director of Public Works, at (815) 748-8131 or at bryan.faivre@cityofdekalb.com between Friday, March 17, 2023, and Wednesday, April 26, 2023 during the hours of 8:00 a.m. to 5:00 p.m. Requests for Proposal packets are available on the City website at www.cityofdekalb.com.

The successful Contractor shall comply with all codes, ordinances, rules, statutes, laws and regulations of the City of DeKalb and the State of Illinois, including the requirements as prescribed in the “Prevailing Wage Act”. The DeKalb City Council reserves the right to reject all proposals and to waive any technicality, informality or irregularity in the proposals received.

SECTION I: OVERVIEW, TERMS, AND INSTRUCTIONS

OVERVIEW

The City wishes to provide its residents with comprehensive, high-quality refuse, recyclables and yard waste collection services. The City intends to enter into a contract with a qualified firm for such services in accordance with the specifications as described herein, by which the proposals shall be evaluated. Any firm (hereinafter "Contractor") desiring to furnish a quotation for such services shall submit a proposal following the instructions and format of the RFP documents enclosed herein.

Contract. It is the express intent of the City of DeKalb to enter into a waste disposal contract for single family residential collection, multi-family (four units or less), or other multi-family sites recognized as condominiums/townhouses within the corporate limits of DeKalb including City-owned properties. The contract shall not include commercial, industrial, or institutional properties within the City with certain exceptions as identified in these specifications. It is intended that the specifications contained in this document shall become part of a written and signed contract with the successful contractor. Additional terms and conditions may be included in the final contract that are not part of this RFP.

Requirements of Contractor. The successful Contractor will be required to (a) enter into a contract with the City of DeKalb covering all matters as set forth in the specifications and the proposal; (b) execute an irrevocable letter of credit to the City of DeKalb, executed by a surety company licensed to do business in the State of Illinois, in the amount of **\$1,000,000.00** to be conditioned upon the faithful fulfillment of the contract for the payment of all labor and materials used in the work and to indemnify the City against all liens and damages arising out of the work; and (c) carry insurance comporting with the requirements herein, covering public liability, property damage, and worker's compensation.

DEFINITIONS

Approved Landscape Waste Container: Whenever the term "Approved Landscape Waste Container" is used herein, the term shall mean and include each of the following:

1. A container of standard, waterproof metal or plastic construction clearly marked YARD WASTE with handles and a capacity of no more than 32-gallons; or
2. A standard two-ply disposable, biodegradable 50-pound weight paper bag designed for landscape waste disposal.

Approved Refuse Container: Whenever the term "Approved Refuse Container" is used herein, the term shall mean and include each of the following:

1. A 96-gallon, 65-gallon, or 35-gallon container, provided by the Contractor, designed to conform to a hydraulic lift on Contractor's collection vehicles.

- 2 Except for the noted 96-gallon container, the contents of an “Approved Refuse Container” shall not exceed a total weight of 50 pounds or exceed a 32-gallon container in size, when set out for collection.

Approved Recycling Containers: Whenever the term “Approved Recycling Container” is used herein, the term shall mean and include each of the following:

- 1 A 96-gallon, 65-gallon, or 35-gallon container, provided by the Contractor, designed to conform to a hydraulic lift on Contractor’s collection vehicles. The recycling container must have the lid with a distinctive color different from the general refuse container, provided by the Contractor, indicating it is exclusively for recycling.

Basic Service: Each service unit participating in the City Refuse, Recycling and Landscape Waste Collection, Disposal and/or Processing Programs shall be entitled to the following services on a weekly basis, year-round:

- One collection of approved refuse container(s) per week; in addition, each service unit may set out for collection each week an unlimited number of “approved refuse containers” full of garbage/refuse material during any given week. Any containers in addition to the Contractor-issued tote shall weigh less than 50 pounds and shall be less than 32 gallons in size.
- One collection of approved recycling container(s) per week.
- Each service unit will also be entitled to one collection of approved landscape waste container(s), on a weekly basis from the first week of collection that includes April 1 to the last week of collection that includes November 30. Christmas trees shall be collected on the collection day for the service unit for two consecutive weeks, starting with the first day of the second week following Christmas Day. Additional landscape outside of the “approved refuse container” shall be securely tied with string or baler’s twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.

Bulk Refuse Items: Bulk Refuse Items (also known as white goods or large household items) shall mean all discarded refrigerators, ranges, water heaters, freezers, air conditioners and other large appliances, including those containing chlorofluorocarbons (CFCs), switches containing mercury and polychlorinated biphenyls (PCBs), pianos, bookcases, sofas, tables, and similar furniture.

City or City of DeKalb: Whenever the terms “City” or “City of DeKalb” are used herein, the term shall mean the City of DeKalb, a municipal corporation of the state of Illinois.

Contractor: Whenever the term “Contractor” is used herein, the term shall mean entity providing the contracted services.

Garbage: Whenever the term “Garbage” is used herein, the term shall mean and include, but not be limited to, grease, animal fat and similar substances that are required by applicable codes to be segregated for disposal through utilization of a grease trap or otherwise, putrescible animal and vegetable wastes resulting from the preparation and consumption of foods; all domestic, household and kitchen waste food, food residue and accumulations of normal food and vegetable matter attendant to the preparation, use, cooking and the serving of food. Specifically excluded is inherently dangerous, toxic, and hazardous wastes which shall from time to time be designated as "hazardous wastes" by state and/or federal regulatory authorities having appropriate jurisdiction as well as significant liquid waste and any agricultural waste, excavated earth, stones, brick, rubble concrete and waste parts occasioned by major demolitions, installations and repairs, sinks, toilets, bathtubs, plumbing parts, automobile or truck parts, vehicle batteries, machinery, tree logs and limbs exceeding six inches in diameter and tree stumps.

Landscape Waste: Whenever the term “Landscape Waste” is used herein, the term shall mean and include, but not be limited to, grass clippings, weeds, leaves, small bushes, brush clippings, garden clippings, fruit tree droppings, branch clippings, Christmas trees, tree limbs, tree trunks, roots, stumps, or parts thereof, not greater than three inches in diameter, weighing 50 pounds or less as individual units.

Recyclables: Whenever the term “Recyclables” is used herein, the term shall mean and include, but not be limited to, recyclable mixed paper, including but not limited to; newsprint, newspaper, magazines, catalogs, Kraft bags, telephone books, paperboard, office paper, colored paper, computer paper, stationery, letterheads, business forms, tablet sheets, tab cards, envelopes (with and without windows), file folders, NCR Paper, fax paper, calendars, junk mail, Post-it Notes, greeting cards and copy paper including staples & paper clips and paper cups, non-contaminated pizza boxes or portions thereof, corrugated cardboard (flattened and no larger than approximately three feet by three feet), clear, green and brown glass containers, tin/steel containers, aluminum containers, poly-laminated paper beverage containers, aseptic containers (juice boxes), spiral cans (potato chip, coffee and nut cans), clean aluminum foil, #1 through #7 plastic containers. The definition of recyclables shall include additional materials chosen by the City during the term of this agreement.

Refuse: Whenever the term “Refuse” is used herein, the term shall mean and include, but not be limited to, all garbage, rubbish, and landscape waste, but shall not include items such as tree limbs, tree trunks, stumps and root balls larger than three inches in diameter or weighing 50 pounds or more as individual units.

Rubbish: Whenever the term “Rubbish” is used herein, the term shall mean and include, but not be limited to, both combustible and non-combustible general household material such as paper products (cardboard, corrugated paper, magazines, newspaper, etc.), wood, glass, cartons, crates, boxes, wrapping materials, carpeting, cloth materials (clothing, curtains, bedding, etc.), toys, and small household appliances (blenders, irons, toasters, crock pots, etc.). Residential home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects must be placed in a maximum of four or less “approved refuse containers” each weighing less than 50 pounds within any given week. The materials resulting from residential

home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects not placed in “approved refuse containers” or bundled in excessive lengths or weight, or strewn about in other than approved containers will not be picked up by the contractor. The term “rubbish” shall also include aluminum, steel, and tin products (cans, lawn chairs, doors, etc.). Dirt may be placed for collection in no more than two approved refuse containers per collection day and may not exceed the 50-pound weight limitation for each container.

Service Unit: Whenever the term “Service Unit” is used herein, the term shall mean and include, but not be limited to, a single-family residential building; or in the case of a two-family or multiple-family residential building (comprised of four or less dwelling units not in a complex of units).

Tote: A wheeled plastic container with a tight-fitting top, of 96, 65 or 35 gallons in size, requiring a semi-automated mechanism for collection. All Totes for refuse must be approved by and/or supplied by the franchisee at no cost to the customer.

Unacceptable Material: Whenever the term “Unacceptable Material” is used herein, the term shall mean and include, but not be limited to, radioactive material, liquid waste, acids, caustics, 55-gallon drums, or similar products, lead acid batteries, explosives, hot ashes, sludge or septage, stone or brick material, dirt, and motor vehicle parts (tires, engines, seats, radiators, fuel tanks, etc.). The materials resulting from residential home remodeling, building and/or repair materials resulting from do-it-yourself or contracted construction projects not placed in “approved refuse containers” or bundled in excessive lengths or weight, strewn about in other than approved containers will not be picked up by the contractor. The term “rubbish” shall also include aluminum, steel and tin products (cans, lawn chairs, doors, etc.). This shall also include trash and debris unbundled, excessive lengths or weight, or strewn about in other than approved containers.

TERM OF CONTRACT

The term of the Contract shall be for **five years commencing on the first day of September 2023 and shall remain in full force and effect through the 31st day of August 2028**, unless terminated sooner under the provisions of this Contract. The bidder is asked to provide any potential pricing and/or service changes associated with the option of one additional five (5) year term at the mutual agreement of the Parties.

DESCRIPTION OF WORK

In general, work performed by the Contractor consists of collection, removing, hauling, disposing and/or processing of all residential refuse, recyclables and landscape waste to an approved landfill, intermediate processing facility and/or compost site, which is to be furnished or provided by the Contractor. All refuse, recyclables and landscape waste shall be collected separately. In addition, the work shall further consist of residential curbside collection of recyclables and the subsequent recycling thereof. The Contractor is responsible for ensuring recyclables will be processed for reuse, not landfilled. All refuse shall be placed in a state of Illinois approved and permitted landfill.

The Contractor shall furnish and provide all necessary licenses, permits and permissions, equipment, machinery, tools, to perform the services specified in accordance with the requirements herein.

The Contractor shall also provide service to the Central Business District as this service is presently provided and described hereinafter, or in the fashion as the City shall dictate from time to time.

The Contractor agrees to begin work on September 1, 2023, with sufficient materials, equipment, and labor to ensure the providing of the specified service within the time limit specified herein, it being understood and agreed that the providing of the specified service within the time limit is an essential part of this Contract.

The Contractor shall furnish an Irrevocable Letter of Credit (ILOC) executed by a surety company licensed to do business in the state of Illinois. Said ILOC shall be in the form and content acceptable to the City. Said ILOC must be irrevocable, made in favor of the City (Beneficiary), and for the account of the Bidder (Applicant). The aggregate amount of the ILOC must be at least 100% of the awarded contract amount. The bank issuing the ILOC must be acceptable to the City of DeKalb; written preapproval is required. The expiration date of the ILOC must extend at least one year beyond the anticipated completion date of the contract and will be extended at the expense of the Bidder if need be. The ILOC must provide for partial drawings. Drawing(s) are to be made when the City of DeKalb presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the ILOC number and stating the amount of funds to be drawn against the ILOC and containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of DeKalb". Payment(s) against the ILOC will be made by the issuing bank upon presentation of this letter. The issuing bank must have a branch or office whereupon presentation and demand may be made by the City within 30 miles of City Hall.

INSTRUCTIONS FOR PROPOSAL CONTENTS

Proposals shall be organized according to the following outline:

Part 1: Introduction. The introduction of the proposal must include a letter of transmittal signed by an individual authorized to bind the Contractor contractually. The letter must include the name of the individual(s) authorized to negotiate and sign a contract on the Contractor's behalf and the name, title and telephone number of the individual(s) who can supply additional information.

Part 2: Scope of Service. The scope of services desired by the City are clearly detailed in Section II of the specifications. This part of the proposal must contain an unequivocal statement that the Contractor can meet all the requirements of Section II, plus a detailed description of the proposed method and approach of the services to be provided by the Contractor, the sequencing and scheduling of those services, and information on project staffing and management, including any sub-contractors and disposal facilities that will be used.

Part 3: Alternatives to Scope of Service. If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and explain in detail what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative will achieve equivalent or superior performance results.

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service. Some of these areas where the City will entertain alternatives are as follows:

1. Collection Days: While the City is not expressly interested in changing the current collection schedule, Bidders are recommended to provide alternatives if there is a cost savings to the community. The details of the collection schedule modification should be detailed enough that the City can fully understand the implications of the proposed alternative. Details on the implementation of the program should also be included. (See section labeled "Payment" for total number of units.)
2. Sustainability
 - a. Composting Program
 - b. Increase Recycling
 - c. Increase Landfill Diversion
 - d. Decrease Impact on City Infrastructure: The current waste routing includes the use of many of the City's alleys. The City would consider a route modification to only collect on street parkways if a routing schedule could be demonstrated that would be the least negatively impactful on the residents.
3. Central Business District Sidewalk Recycling
 - a. The City is interested in increasing recycling availability to the visitors in the downtown. The City will accept alternative proposals for recycling containers to be placed in the downtown adjacent to the current refuse receptacles on the City's sidewalks or public rights-of-way.
 - b. The City has no pre-conceived notions as to the execution of this program and is interested in the experience of the vendor in other communities. In addition, there is no expectation as to the ownership of the recycling containers. However, any additional receptacles will be purchased and maintained by the vendor.
4. Downtown Business Recycling: The current recycling program for the downtown businesses includes comingled dumpsters for recycling. The City is interested in increasing the efficiency of these recycling options for the CBD businesses. Alternatives should include the use of the existing enclosures.

5. **Term of Agreement:** The City is interested in receiving pricing for a five-year term. The bidder is asked to provide any potential pricing and/or service changes associated with the option of one additional five-year term at the mutual agreement of the Parties.

If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume the Contractor is able to fully comply with these specifications. The City Council shall be the sole and final judge of compliance with all specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The City Council shall also be the sole and final judge as to whether an alternative or deviation is of an equivalent or better quality of service. The City reserves the right to accept any or all alternatives or to reject all alternatives and demand performance in accordance with the base RFP. The City further reserves the right to waive any part of the RFP process.

Part 4: Required Forms / Information. This section of the proposal shall include completed Anti-Collusion/Tax Compliance Certificate and Sexual Harassment Forms, as well as a completed RFP Certification Form.

The Contractor must also furnish a list of areas or municipalities in the state of Illinois for which the Contractor furnishes, or has furnished, refuse, recyclables, and/or yard waste collection for a period of at least one year within the last three years. Refuse programs should indicate type of program (i.e., "take all", full volume-based, modified volume-based), number of households served, contract period and a contact person. Contractors should use extra copies of forms or supplemental sheets as necessary to supply required information.

Part 5: Price Proposal. The price proposal must use the cost proposal sheets provided in Exhibit A. All forms must be filled out for the proposal to be responsive.

Proposal Delivery Procedures

1. An original proposal must be delivered, along with two additional paper copies and an electronic copy on USB compatible flash drive, Compact Disc (CD), or Digital Video Disc (DVD), in a sealed package, plainly marked "Proposal for Refuse, Recyclables and Yard Waste Services", addressed to the City of DeKalb, City Manager's Office, 164 E. Lincoln Highway, DeKalb, Illinois 60115.
2. All proposals are to be submitted on the request for proposal forms provided entitled: "Request for Proposal for Refuse, Recyclables and Yard Waste Collection Services for the City of DeKalb". Additional information shall be typed legibly, double-spaced or one and one-half spaced, on standard 8.5" x 11" letter-sized paper. Facsimile machine transmitted proposals will not be accepted.

3. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City at the location stated in this paragraph. Any proposal delivered to any other address, other City personnel, or other City office shall be disregarded. All **proposals must be received at the City of DeKalb, City Manager's Office, located at 164 E. Lincoln Highway, DeKalb, Illinois 60115 no later than 2:00 P.M. on April 26, 2023.**
4. Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will be refused. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope. The City of DeKalb is prone to frequent traffic disruptions from train traffic. Be aware of this and plan accordingly.
5. No proposals or materials will be returned to any potential Contractor. If a potential Contractor chooses to include material of a confidential nature in its proposal, such material should be clearly identified as confidential. The City will keep such information confidential to the extent permitted by law.

Proposal Security

1. Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of \$25,000, made payable to the City of DeKalb. Proposals submitted without the required security shall be rejected.
2. After formal notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be retained until the required performance security has been furnished. In the event that the successful Contractor withdraws its proposal, or neglects or refuses to both enter into a contract and submit the required performance security, the Contractor shall be liable for any and all damages the City may thereby suffer, including the cost differential for securing alternative performance or cover. In addition, such Contractor shall forfeit its proposal security as additional liquidated damages, not as a penalty but as payment towards the City's costs in arranging for substitute performance.
3. Proposal securities shall be released as follows:
 - a. The successful Contractor's security shall be retained until the required performance security has been furnished.
 - b. Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors.

Pre-Proposal Meeting and Addenda

A mandatory pre-proposal meeting will be held for familiarizing all Contractors with the required services, answering questions, and to facilitate the issuance of addenda if needed for clarification for the RFP documents. This meeting will be held at 10:00 a.m. on Friday, March 31, 2023, in the City of DeKalb's Public Works Department at 1216 Market Street, DeKalb Illinois. Attendance at this meeting is required of all interested respondents.

Contractors may submit questions via email to bill.nicklas@cityofdekalb.com prior to the pre-proposal meeting. Answers to the questions will be provided to all. The City will issue an addendum on April 5, 2023, with all questions and answers. Any addenda will also be posted on the City's website. The Contractor shall be required to acknowledge receipt of any addenda as part of its proposal by submitting Exhibit G "Form of Bid Addendum". The City shall not assume responsibility for the receipt by the Contractor for any addenda.

Evaluation of Proposals

The City staff will review all proposals to assess the Contractor's ability to meet the minimum specifications and service levels and to consider any Contractor's alternate scope of services, prior to making any recommendation to the City Council.

SECTION II: SERVICE PROVISIONS

INTENT

It is the City's intent to obtain clean, courteous, well-scheduled and well-executed curbside refuse, recyclables and landscape waste collection, disposal and/or processing for service units in the City of DeKalb. In addition, it is the City's intent that the most up-to-date technical equipment be utilized to provide services in the most cost effective and efficient manner possible.

The City shall require each service unit, as defined herein, to receive the City's basic service. The service unit shall not be allowed to use or contract directly with another waste disposal contractor to conduct residential curbside disposal services described in the "Basic Services" section below.

All services provided herein shall at all times be in full compliance with all local, state and federal laws, rules, regulations and licensing provisions.

BASIC SERVICES

Curbside and Alley Collection Programs

The Contractor agrees to furnish all labor, materials, and equipment to offer basic service, as defined herein, to each service unit within the corporate limits of the City of DeKalb. One day of service per service unit per week shall be utilized to accomplish all the residential collection as required by this Contract. The cost for basic services shall be in accordance with **Exhibit A** attached hereto and incorporated herein.

The Contractor shall deliver and provide, at no charge, one 96-gallon tote to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 65-gallon or 35-gallon tote in the place of the 96-gallon tote. Upon the customer's request, one additional tote can be provided for a monthly rental fee as to be mutually determined.

Each service unit may set out for collection each week an unlimited number of "approved refuse containers" full of garbage/refuse material during any given week. Any containers in addition to the Contractor-issued tote shall weigh less than 50 pounds and shall be less than 32-gallons in size.

The Contractor shall provide one 65-gallon capacity approved recycling containers to all households covered under the contract. Upon initiation of the contract, residents in multi-family units, attached units, or senior citizens may request a 35-gallon tote in the place of the 65-gallon tote. All recycling totes will have a different color lid or be easily and immediately distinguishable as being exclusively for recycling. Recyclable materials are to be set out for collection each week in an approved recycling container.

Unlimited yard /landscape waste collection shall be provided by the Contractor once per week at a minimum between the first week of collection that includes April 1 and the last week of collection that includes November 30 of each year during the term of this Contract. Landscape outside of the "approved refuse container" shall be securely tied with string or baler's twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.

Each service unit may set out for collection each week up to two bulk refuse items. Bulk refuse items are defined as "White Goods" (i.e., stoves, washers, dryers, refrigerators etc.) and/or items too large to be placed in an approved refuse container.

Bulk refuse items shall be collected by the Contractor either on or within one day of the regularly scheduled refuse collection day.

City Facilities Collection Programs

1. Office Paper Recycling Programs. The Contractor agrees to provide an office paper recycling program at the direction of the City to collect and recycle mixed office paper, generated in buildings owned or leased by the City, from sites to be communicated to the Contractor by the Director of Public Works. Containers for storage of mixed paper, suitable for an office environment, shall be provided by the Contractor to the City per the payment schedule. The Contractor will furnish a regularly scheduled weekly collection service to all buildings leased or owned by the City (see Exhibit B: City-owned Public Facilities).
2. Refuse and Recyclables. The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Assistant Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids (See Exhibit B).

Central Business District Collection

1. The City of DeKalb has established a Central Business District Refuse Program for the properties located at 100-399 E. Lincoln Highway, 122 N. First Street, 110 & 122 S. First Street, 100-135 N. Second Street, 102-140 S. Second Street, 106-155 N. Third Street, and all of Palmer Court.
2. The Central Business District Refuse Program shall be evaluated annually by the parties by June 30. Such evaluation will determine the need for any increase and/or decrease in the number of refuse containers beyond the existing number needed in the program as of the date of this Contract.

3. The cost of refuse and recyclable pickup shall be billed directly by the City of DeKalb to the owner or tenant of each service location within the Central Business District Refuse Program. The Contractor shall charge the price quoted in Exhibit A attached hereto and incorporated herein. The Contractor agrees to observe and abide by all applicable laws regarding this debt collection.
4. Five central refuse collection areas are in place as of the date of this Contract. If there is a need for any more collection areas, it will be mutually agreed upon by the City and the Contractor. See Exhibit C "Central Business District Dumpster Locations" attached hereto and incorporated herein.
5. Refuse and Recyclables. The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum on a weekly basis, to all City-owned, street side, Central Business District containers and other containers where ease and frequency of collection is deemed to be in the best interest of the City. The City shall specify locations and size, but arrangements for and approval of the above must be submitted to the Assistant Director of Public Works. The City reserves the right to add additional dumpsters and containers during the life of this Contract. All dumpsters scheduled for use or used due to mutual agreement between the Contractor and the City shall be furnished by the Contractor at no cost to the City. All dumpsters furnished by the Contractor shall be equipped with non-removable hinged covers or lids. See Exhibit C "Central Business District Dumpster Locations" attached hereto and incorporated herein.
6. Collection service shall consist of three days per week refuse removal, and three days per week collection of commingled recyclables. The Contractor shall submit a schedule to the City for the collection services covered under this Contract within seven days after the Contract goes into effect.
7. The City agrees that the Contractor shall be the exclusive waste hauler for the properties located within the Central Business District Refuse Program, as described in the City of DeKalb's Municipal Code, Chapter 15, Section 15.10, c).

Street Sweeping Disposal

The Contractor shall provide a minimum of three 20-yard dumpsters in the City's property storage yard at 1510 State Street, for the daily accumulations of street sweepings. Additional dumpsters may be required during peak street sweeping season. The dumpsters shall be removed/emptied or replaced within three days after being notified by the City. These dumpsters may require lids if EPA permit requirements mandate these for rain protection to avoid liquid spills. The dumpsters shall be provided between April 1 and October 31 of each year, but these dates will be subject to change based on weather and the needs of the City. Approximately 540 yards of street sweeping material is typically collected annually.

Leaf Collection and Disposal

Contractor shall provide two drop-off locations for City to dispose of bulk leaves. Ideally, one of the sites shall be located within three miles of the western side of the City using First Street as the eastern boundary. The second site shall be within three miles of the eastern side of the City using First Street as the western boundary. Sites must have a hard/firm surface and be accessible during inclement weather conditions. The City is agreeable to working with the Contractor to establish options for acceptable sites.

Leaves will be picked up and hauled away by the Contractor daily or when stockpiles of leaves exist during leaf pickup season (September through December). The Contractor will provide written notice to the City if the location of either site changes during the term of this Contract. These sites will be needed from September 1 through December 31, but dates may change based on weather conditions.

By way of background, the City of DeKalb collects leaves from residential parkways in the community when placed there by residents. The program is most active in October and November but may carry into December. Every day, as the leaf collection equipment fill, the trucks deliver the leaves to a site to be dumped and then return to service. It is expected that the dumped leaves will be disposed of in a timely manner by the Contractor. The mileage requirement stated above is to provide a location where full trucks can quickly drop their load and return to service. The City is open to suggestions on modifying the program, but the fundamentals of curb-side leaf collection must remain.

Property Maintenance Cleanup Service

The Contractor shall provide a price for the cleanup of refuse, debris and garbage in yards or the exterior of properties at the request of the City, as part of its nuisance abatement program through the DeKalb Building & Code Department. The City will be the payer of last resort. The Contractor shall make every effort to collect this sum from the property owner before billing the City. The intent of this clause is to handle the yards of often foreclosed properties or abandoned units where the property owner places the renter's property onto the front yard or parkway for disposal.

Special Events

The Contractor shall provide refuse containers and collection for special events. While the events may vary from April through November, this shall include at least 40 10-yard roll-off containers for use by the City each year as well as disposable trash receptacles, liners, and the service to remove the trash from the receptacles. The City also requires will require up 20 port-o-lets and five hand wash stations, for a duration of not more than a week, once monthly between April and November.

The City reserves the right to solicit quotes and employ the services of competing waste disposal contractors for waste disposal services for Special Events scheduled or sponsored by the City.

Said services may include but not be limited to port-o-lets, recycling or refuse disposal containers. Contractors are encouraged to note where they have alternative services available.

Animal Carcasses

The Contractor should provide a container for the disposal of animal carcasses or outline a process for the safe, hygienic, and prompt disposal of carcasses.

COLLECTION

Schedule and Time of Collections

The Contractor agrees to make collections from each service unit within the corporate limits of the City. The City of DeKalb shall be divided into three collection areas. A map of the City of DeKalb designating the three collection areas is attached hereto and made a part of this Contract as Exhibit E: Garbage Collection Areas. In no case shall collections begin prior to 7:00 a.m. nor continue past 7:00 p.m. Any collections beyond this time frame must be with the express permission of the Assistant Director of Public Works in advance of any collection outside of the normal hours.

The schedule of collection from the three areas is as follows:

Area I Wednesday
Area II Thursday
Area III Friday

The collection schedule shall not be changed without the prior written consent of the City, nor without giving a minimum of 30 days written notice to all parties affected by publishing an advertisement twice per week, for two consecutive weeks, in a local newspaper (with all costs of publication and notice borne by the Contractor).

Failure of the Contractor to maintain said collection schedule will be considered a breach of this Contract and grounds for immediate termination of this Contract pursuant to the default provisions. One day of weekly service per service unit shall be provided to accomplish all of the service unit collections as required by this Contract. Landscape waste collection shall be provided by the Contractor at a minimum of once per week between the first week of collection that includes April 1 and the last week of collection that includes November 30 of each year during the term of the Contract, except for collection of Christmas trees, which shall be collected as described herein.

Schedule Adherence

If at any time during this Contract the Contractor shall collect any section of the City on a day other than scheduled, the City shall notify the Contractor that it is in violation of this Contract. If a similar violation should occur once more within a three-week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment due under this Contract until the Contractor has furnished evidence satisfactory to the

City that the Contractor has taken necessary precautions to prevent further violations. Delays that are occasioned by holidays or by daily precipitation of one inch or more of rain, or six inches or more of snow may not be considered as violations.

Holiday Collection

Collection days normally falling on the following holidays may be scheduled for the first working day prior to or following the legal holiday, or Saturday, as necessary for that week only:

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

The Assistant Director of Public Works must approve any changes to the holiday collections in writing in advance. The Contractor shall be responsible for providing public notification to service units at least two full calendar days in advance of any rescheduled collections due to observance of legal holidays.

Schedule of Collection from City-Owned Facilities

The Contractor must furnish dumpsters and containers and provide refuse and recyclables collection at a minimum of a weekly basis to all City-owned street side and other containers, and other public facilities where ease and frequency of collection is deemed to be in the best interest of the City of DeKalb.

Collection Vehicles

All vehicles used for collection purposes shall be modern, fully enclosed, leak proof packer-type with self-contained mechanisms to compress the material collected. All vehicles shall be kept clean and neat. Vehicles shall be labeled with the Contractor's name, address, and telephone number. All vehicles shall be kept watertight. Drain plugs, if available, shall be kept closed except during collections in rainy weather. A vehicle identification number shall be printed clearly on each vehicle.

All the recycling and collection equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations to assure the safety of the collection crew and residents of the City. All collection equipment shall be covered and secured to prevent material blowing, leaking, or falling out during transit.

Should the Contractor desire to use different vehicles or those with extra-large capacity, specific written approval of the specific vehicle shall be obtained from the Assistant Director of Public Works and only after weight restrictions are satisfied in addition to satisfactory demonstration of

the vehicle on the streets and alleyways of the City. Vehicles found to be overweight are subject to a liquidated damages penalty.

Container Placement

The Contractor shall return all containers at each stop to the location at which they were found. Containers are to be handled with reasonable care to avoid damage. Any contents spilled on the parkway, premises or streets are to be cleaned up immediately by the Contractor's employees in a responsible manner.

Replacement of Damaged Containers

The Contractor is responsible for damages resulting from the careless handling of any receptacle. All containers which suffer damage caused by the Contractor shall be replaced by the Contractor at no extra charge to the user or to the City. The containers so supplied shall become the property of the property owner.

Collection of Unacceptable Material

The Contractor may refuse to collect unacceptable material as defined herein.

Recyclables Collection

The Contractor must make a written request seeking permission from the City prior to removing any items currently included in the City's recycling collection program, as defined herein. The request must be made at least 30 days prior to the Contractor's desired removal date. The City Council has the right to approve or deny permission to remove any item from the list of recyclables. The Contractor is encouraged to add items to the approved recycling collection program at any time.

Collection Point

The Contractor is responsible for public street and/or alley pick-up of all service units participating in the City's basic service program, in such locations as shall be designated by and acceptable to the City. In addition, the Contractor is responsible for the collection of public litter containers located throughout the community, as defined by Exhibit F, attached hereto, and made a part of this Contract. Service units are responsible for placing approved refuse, recycling or landscape waste containers close to but not encroaching upon the public street/alley abutting the property and shall not be more than two feet from the public street curb/alley and easily accessible to the collector. All refuse storage areas shall be maintained by owners and operators in a clean condition.

During the term of this Contract, the City may require service units, whose basic service collection point is currently in an alley, to move their collection point from the alley to either their front or side curb. If the City decides that adjustments in the collection points are warranted, the Contractor

shall be bound by those adjustments. The City will notify the Contractor and unit owner at least 30 days prior to any planned adjustments in service unit collection points.

Collection Containers

1. Approved Refuse Containers. Refuse shall be placed out for collection in approved refuse containers as defined herein. The Contractor shall not be required to collect refuse unless it is in an approved container or is self-contained and placed out for collection as herein specified.
2. Approved Landscape Waste Containers. Landscape waste shall be placed in approved landscape waste containers, as defined herein, or securely tied with string or baler's twine and in bundles not to exceed four feet in length and 50 pounds in weight per bundle. Limbs and branches shall not exceed four feet in length and/or exceed three inches in diameter per limb or branch. The Contractor shall not be required to collect landscape waste material that is commingled with refuse.
3. Approved Recycling Container. Recyclables shall be placed out for collection in an approved recycling container as defined herein. The recycling containers supplied by the Contractor shall remain the property of the Contractor.

Service units may lease additional recycling containers, beyond the recycling tote listed above, for a monthly rental fee that is mutually determined.

The Contractor agrees that it shall promptly replace recycling containers, at its expense, when notified by a service unit that said container is lost, stolen or damaged, during the term of this Contract. The Contractor shall leave the container at the point of collection. The Contractor may elect to repair a damaged container. However, the damaged container must be repaired to a "like new" condition in terms of operation and function.

The Contractor shall not be required to collect recyclables unless they are placed in an approved recycling container, or in the case of newsprint/plastic containers, placed on top of other items in said container(s) or neatly placed alongside said container(s) and as otherwise approved herein.

Titles to Waste

All refuse, landscape waste and recyclables placed for collection by a service unit user shall become and be the property of the Contractor as soon as the same is placed in the Contractor's collection vehicle. The includes rights to revenue generated from the sale of recyclables. It is expected that reductions based on sale of recyclables are in the base costs.

The successful bidder agrees to work with the DeKalb Police Department upon request to inspect or take possession of any refuse or recycling deemed of interest by the Police Department. The successful bidder shall also agree to undertake any steps requested by the City's Police Department to permit the inspection of all or any portion of any vehicle being used to haul refuse in the City of DeKalb at any time, upon reasonable request.

SECTION III: GENERAL ADMINISTRATION AND CONDITIONS

CONDITIONS

Protection and Restoration of Property

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor is responsible for the repair of damage or destruction of property of any character, within a reasonable time period, resulting from neglect, misconduct, commission or omission in the Contractor's manner or method of execution or non-execution of the work, or otherwise arising out of or relating to Contractor's work, vehicles, personnel or processes, or caused by defective work or the use of unsatisfactory materials and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of this section met. Whenever the Contractor damages or destroys public or private property, the Contractor shall notify the Department of Public Works concerning such damage, within a 24-hour period following such incident. The Contractor shall comply with applicable legal requirements for reporting vehicle accidents and collisions. Any vehicle accident or collision occurring within the City shall be immediately reported to the City Police Department.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at the Contractor's expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or shall otherwise make good such damage or destruction in an acceptable manner to the City. If the Contractor fails to do so, the City may, after expiration of 48-hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any compensation due, or which may become due the Contractor under this Contract.

The restoration of grassed areas shall be inclusive of any necessary topsoil grading and sodding. The restoration or payment of damages for fences, trees, or shrubs shall be by mutual agreement between the property holder and the Contractor. If mutually agreed, the Contractor may pay damages for fences, plantings, trees or shrubs to the property holder. If the Contractor and the property holder elect the payment of money damages, then the Contractor shall furnish written documents to the City indicating the mutual agreement to the type of damages being compensated, the amount of damages paid and acknowledgement of receipt of the money damages by the property holder concerned. The Contractor shall furnish the City with the property holder's release of liability of the City for damages whether damages are compensated for by restoration or money damages.

Default

If the Contractor fails to observe the established schedule for more than two consecutive working days, and in the opinion of the Assistant Director of Public Works, there has not been sufficient cause to justify such lack of observance, the City shall serve written notice either by certified mail or by personal delivery to the legal premises shown on the "Notices" paragraph below. The Contractor shall be in default if the Contractor does not re-establish the schedule within 24-hours

of said notice. If, at the end of the 24-hour period, the Contractor has not made the necessary correction, the City shall take steps, as necessary, to provide services according to the collection schedule set forth below. The Contractor shall be liable for any costs of such steps from the date of the notice of default. The Contractor shall also be liable for a penalty charge of \$10,000 per week for each week, or part thereof, following said notice of default. Said penalty may be deducted from payments due under the Contract or collected by separate action.

Adjudged Bankrupt

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then the Contract shall immediately terminate and in no event shall the Contract be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then the Contract may be terminated at the option of the City upon five days written notice to Contractor and in no event shall the Contract be or be treated as an asset of the Contractor after the exercise of said option. The Contract is not assignable by the Contractor, either voluntarily or involuntarily, or by any process of law, except as provided herein, and shall not be or come under the control of creditors, or trustee or trustees of Contractor in case of bankruptcy or insolvency of Contractor but shall be subject to termination as above provided.

Termination

The City of DeKalb shall notify the Contractor in writing of any breach of the Contract by the Contractor. In the event that the City determines that the Contractor has breached the Contract pursuant to the section labeled "Default" above, the City reserves the right to seek any legal or equitable remedy available to address the breach and any damages incurred by the City (or its residents) as a result thereof. Without limiting the foregoing remedies, the Contractor agrees that it shall be liable and responsible for the additional cost, if any, incurred by the City in obtaining replacement performance of the services contemplated by the Contract for the balance of the then-current term thereof, in addition to any other costs or liabilities of the Contractor.

Non-Collusion

In agreeing to the terms of this Contract, the Contractor declares that the only persons or parties interested in this Contract as principals are those named herein; and that the Contract is made without collusion with any other person, firm or corporation.

Personal Investigation

The Contractor shall satisfy its need for information by personal investigation and by such other means, as it may believe necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Department of Public Works, or any other City department or personnel, shall relieve the Contractor from any risk or from fulfilling all the terms of this Contract.

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 and pay for all licenses, permits, certificates of authority and inspections required for the work.

Notices and Contact Person

Contractor

Contact Name: _____

Address: _____

City

Contact Name: Bryan Faivre, Assistant Public Works Director

Address: City of DeKalb Public Works, 1216 Market Street, DeKalb, IL 60115

Non-Barrment from Bidding

The Contractor shall certify that it has not been convicted of bribery or attempting to bribe an office or employee of the state of Illinois, nor has the firm made an admission of guilt of such conduct, which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The Contractor further certifies that it is not barred from entering into this Contract as a result of a conviction for the violation of the state law prohibiting bid-rigging or bid rotating.

Insurance

1. Contractor's Responsibility to Maintain Insurance.

The Contractor shall maintain during the term of this Contract, Commercial General Liability, Public Liability, Automobile Liability and Property Damage Insurance protecting it from all personal injury claims, including death and destruction of or damage to property arising out of or in connection with any operation under this Contract, whether such operations be by the Contractor, any Subcontractor, or anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor's Public Liability and Property Damage Insurance shall be written on the Comprehensive form and shall include Contractual Liability, Products and Completed Operations, and Automobile Liability, all to the limits stated below or any applicable state statutory limits, whichever is greater. This insurance shall specifically include coverage for Independent Contractors and for both Hired and Non-Owned Automobiles.

The Contractor shall purchase and maintain during the life of this Contract, Workers Compensation Insurance written in conformance with all current laws of the State of Illinois.

Employer's Liability Insurance shall be purchased and maintained during the life of this Contract in the statutory amount pursuant to law.

2. Hold Harmless Agreement – Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of DeKalb, its officials, agents, employees, contractors and volunteers from and against any and all claims, damages, losses and expenses, including attorneys' fees and court costs, arising out of or resulting from the performance of the work under this Contract, provided that any such claim, damage, disease or death, injury to or destruction of tangible property including the loss of use resulting therefrom which is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes full responsibility for and shall indemnify the City for any and all loss or damage of whatsoever kind and nature to any and all City property, including any equipment, supplies, accessories or parts furnished, while in the Contractor's custody or care for storage, repairs or services to be performed under the same terms of this Contract resulting in whole or in part from the negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or Subcontractor.

In any and all claims against the City of DeKalb, its officials, agents, employees, volunteers, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph (1) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts, and Contractor expressly waives any right of offset, set aside or defense under *Kotecki* or other similar cases.

3. Additional Insured.

The Contractor shall include the City of DeKalb as an additional primary and non-contributory named insured on all insurance policies and shall provide written proof thereof. All insurance premiums shall be paid on time by the Contractor, without cost to the City. This proof shall be provided to the City annually. The insurer shall be licensed to do business in the State of Illinois and shall have a BEST rating of A- or better.

4. Minimum Limits of Liability.

The limits of liability for the above required insurance shall not be less than the following:

Bodily Injury, Each Occurrence	\$1,000,000
Bodily Injury, Each Aggregate	\$3,000,000
Property Damage Liability	\$1,000,000

Worker's Compensation	Statutory
Environmental	\$3,000,000

The above-required insurance policies may be provided through any combination of primary coverage and umbrella insurance policies, provided that in the aggregate, each form of policy required has coverage meeting the minimum liability limits described above.

5. Automobile Liability and Property Damage Insurance.

Automobile liability and property damage insurance including employee's non-ownership liability and hired automobile insurance shall be obtained and maintained in force for the duration of this Contract by the Contractor. Insurance shall be in the amount of the following minimum coverages:

Bodily Injury, Each Person	\$1,000,000
Bodily Injury, Each Aggregate	\$2,000,000
Property Damage Liability	\$1,000,000

6. Certificate of Insurance.

A Certificate of Insurance on the standard "Accord" form attesting to the respective insurance coverages shall be filed with and approved by the City of DeKalb prior to execution of this Contract. No policies shall permit termination or modification without at least 30 days prior written notice to the City. A new Certificate of Insurance shall be filed with the Assistant Public Works Director at least 30 days prior to the expiration or termination of an existing Certificate of Insurance.

7. Right to Recovery.

Nothing in the above paragraphs shall be considered to preclude the City from receiving the benefits of any insurance policy the Contractor may carry which provides for indemnification for any loss or destruction of, or damage to property in the custody and care of the Contractor where such loss, destruction or damage is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and upon the request of the City, shall, at the City's expense, furnish to the City all reasonable assistance and cooperation (including assistance in the prosecution of any legal claim and the execution of instruments of assignment in favor of the City in obtaining recovery).

8. Notice.

The amount of insurance required herein shall in no way limit the amount of insurance which the Contractor may carry and in no way limits the liability of the Contractor for any and all liability of the Contractor in connection with this Contract. The Contractor shall give written notice to the City of any claim against the Contractor for damages or injury to persons or property within 30 days after knowledge of such claim. Failure to give such notice in a timely fashion shall not affect Contractor's liability hereunder.

9. Compliance.

The Contractor shall comply with all laws, ordinances and regulations (federal, state, county, City or otherwise) covering work of this character and shall include all costs, if any, of such compliance in the prices to be paid under this Contract.

EQUAL OPPORTUNITY – AFFIRMATIVE ACTION

Compliance with Equal Employment Opportunity Act

Contractor shall comply in all respects with the Equal Employment Opportunity Act. As the Contractor has 15 or more employees, it is required to have an Affirmative Action Plan, which declares that the Contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Findings of non-compliance with applicable state and federal equal opportunity laws and regulations shall be sufficient reason for revocation or termination of this Contract by the City.

No person shall be refused or denied employment in any capacity on the grounds of race, creed, color, sex or national origin, nor be discriminated against in any manner by reason thereof, in connection with contracting for or the performance of any work or service of any kind, by, for, on behalf, or for the benefit of the City. The City reserves the right to add protected classes of individuals to this Contract at any time.

During the performance of this Contract, the Contractor shall agree as follows:

1. That it will not discriminate against any employee or applicant because of race, color, religion, sex, national origin or ancestry.
2. That in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color religion, sex, national origin, or ancestry.
3. That it will submit reports as required by the Illinois Fair Employment Practice Commission's Rules and Regulations for Public Contracts; furnish all relevant information as may from time to time be requested by the Commission or the City; and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
4. That it will permit access to all relevant books, records, accounts and work sites by personnel of the City of DeKalb and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

GENERAL PERSONNEL

Employees

The Contractor shall undertake to perform all disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this Contract; and to provide neat, orderly and courteous and competent personnel on its crews.

The Contractor shall prohibit and enforce the prohibition of any drinking of alcoholic beverages, use of illegal drugs, or use of drugs/medications which are unlawful, or which may cause impairment while driving by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall provide the name or names of such person(s) to the City.

All collection employees shall be required to wear appropriate work uniforms. Said uniform shirt or jacket should clearly indicate the employee is employed by the Contractor. Employees should wear uniforms compliant with all OSHA, ANSI and Department of Labor requirements for reflectivity in the right-of-way.

Each employee driving a vehicle shall, at all times, carry a valid Illinois Driver's License for the type of vehicle the employee is driving.

Prevailing Wage

Contractor is required for identifying and complying with all mandatory requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, to the fullest extent applicable to the work contemplated herein. Contractor shall indemnify, defend and hold harmless the City from any and all claims or liabilities arising out of or related to the Contractor's failure to comply with said law or any other law(s) specifying minimum wages or labor conditions, without limitation, it being acknowledged that Contractor is solely responsible for identification of and compliance with such regulations. Contractor shall provide all records required by such laws, or as shall be necessary to demonstrate compliance therewith.

Accident Prevention

The Contractor and its employees shall exercise precaution at all times for the protection of persons (including Contractor's employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

Venue

The parties agree that the venue for any cause of action, suit or proceeding relating to this Contract shall be exclusively fixed in the Twenty-Third Judicial Circuit, DeKalb County Court.

Severability

If any provision, covenant, agreement or portion of this Contract or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Contract, and to that end, all provisions, covenants, agreements and portions of this Contract are declared to be severable.

Processing of Recyclable Material

Processing of collected recyclable materials will be the responsibility of the Contractor. If a processing and/or storage facility for recycling is to be located within the corporate limits of the City, such processing and/or storage facility shall comply with all local zoning ordinances and other applicable local and state statutory provisions, ordinances, and regulations with regards to such facility. It is not a requirement of this contract that the Contractor have any facilities within the corporate limits of the City.

Disposal

All garbage shall be removed from the City at the close of each day of collection and shall be disposed of at a lawfully operated landfill site as specified by the Contractor and at the Contractor's sole expense. The Contractor warrants that sufficient sites for the disposal of said waste will be available to the Contractor during the full term of this Contract.

GENERAL ADMINISTRATION

Strike Provision

Should the Contractor, for any reason, including but not limited to a strike or act of God, fall further than one week behind in its collection schedule, the City may, at its option, collect and dispose of all refuse or hire another waste disposal contractor to do so. Any expense incurred in excess of the price or rate provided for in this Contract will be charged against the Contractor. The City may suspend all payments to Contractor during such period.

The City may seek and recover from the Contractor any unpaid amounts due the City along with all of its substantiated costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, work stoppage, strike, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the failure to provide services. Contractor acknowledges and agrees that the performance of its services is essential to maintain public order

and public health, and that the provisions of this section shall apply to any work stoppage or failure to perform by Contractor, for any reason.

Emergencies

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or the like, which requires additional hauling equipment by the City, the Contractor's equipment shall be placed at the City's disposal upon request for such temporary use, provided that upon such use the City shall pay the normal operating cost of such equipment. The City reserves the right to direct which disposal sites are to be used during an emergency. Contractor's employees or agents shall operate the Contractor's equipment under this paragraph.

Penalties

Should the Contractor fail to report back within eight normal working hours after having received notice of a problem from the City or should such report or independent City investigation indicate in the judgment of the Assistant Public Works Director, or designated representative, that the Contractor has been derelict in the performance of duties, then the City shall assess a penalty charge plus any cost incurred in correcting the problem. Penalty charges shall be as follows and may, at the option of the City, be deducted from payments due under this Contract or collected by separate action.

1. Underperformed Collection. \$100 per day, per collection location for each successive working day that any scheduled collection is not made.
2. Unrepaired Truck or Container. \$200 per day, for each successive day for dirty or leaking truck and bulk containers which are not properly repaired or replaced within five working days of date of receiving notice from the City.
3. Unprovided Reports. \$20 per day past the due date, if the Contractor fails to provide the required reports to the City's Assistant Public Works Director.

Notwithstanding the forgoing, any violation of City Ordinance or State Statute may be prosecuted without regard to these penalties.

Change in Service

Should the City wish to make other changes to the type of service provided during the term of the Contract as to type of material collected, method of handling, method of collection, stops served, etc., the City shall provide written notice to the Contractor at its place of business of its desire to do so. Both parties agree to negotiate the terms, frequency, and price of such change in good faith after such notice is served. **Any change to the type of service provided shall only result from the mutual agreement of the Parties to this agreement.**

Local Improvements

The City reserves the right to construct any improvements or to permit any construction in any street, which may have the effect of preventing the Contractor from traveling the accustomed collection route(s) for a period of time. The Contractor, however, by an acceptable method, shall continue to collect refuse, landscape waste and recyclables to the same extent as though no interference existed upon the streets. This shall be done without extra cost to the City. The City will make every effort to provide the Contractor with advance notice of planned improvement projects that may affect solid waste collection services.

PROMOTION, EDUCATION AND CUSTOMER SERVICE

Program Identification

All promotional, educational, or other public informational material directed to service units shall identify the basic service described herein as either the "City of DeKalb's Refuse, Recycling and Landscape Waste Collection, Disposal and/or Processing Program", or individual programs therein (i.e., "City of DeKalb Recycling Program").

Educational/Informational Brochure

The Contractor shall develop and implement a public awareness program. The Contractor agrees that it is responsible for the cost of the education material and for its distribution. This public awareness program shall include, but not be limited to, publication and mailing of a bilingual (English and Spanish) brochure with information about the City's refuse and recycling program annually through the initial five-year Contract term. This publication shall illustrate how materials are to be prepared for collection and emphasize the importance of recycling and waste reduction. The brochure shall also include the Contractor's address and telephone number.

The Assistant Public Works Director must approve all consumer education materials prior to printing and distribution. The City reserves the right to edit all consumer education material for content. All costs associated with producing and distributing the consumer education materials will be the responsibility of the Contractor.

The Contractor agrees to provide the City with additional materials as the City deems necessary. The Contractor also agrees to distribute information to residents via flyers placed in recycling bins or on waste receptacles, from time to time, as requested by the City. All materials created must also be created in Spanish.

Customer Service and Support

The Contractor shall establish and maintain a toll-free customer service telephone number through which service can be applied for, complaints can be made, service requests can be made, and instructions received from the Assistant Public Works Director. This service shall be operated at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except during listed holidays or as otherwise directed by the City.

Additionally, the City shall be provided with a telephone number of a Contractor's representative with the authority to commit resources in an emergency or unusual circumstance, 24 hours a day, seven days a week.

Service Unit Complaints

The City shall receive and forward to the Contractor all service calls or complaints and the Contractor shall be available to receive such calls during business hours, as defined herein. All complaints shall be given prompt, courteous attention by the Contractor. The Contractor shall immediately investigate any complaint as to failure of collection and, if verified, then a special collection shall be made within 24-hours of the receipt of the complaint. The Contractor shall provide a toll-free telephone contact number for persons pursuing a complaint or seeking information. The Contractor agrees that said point of contact will assure the Contractor's representative possesses the ability to respond to City service unit user inquiries in a reasonable time frame. All service unit complaints shall be logged in a format acceptable to the City and contractor for a monthly report detailing number of service unit complaints and resolution.

Contractor Response to Improperly Prepared Recyclable Materials

When the Contractor encounters improperly prepared material or non-recyclable items, the following procedure shall be followed:

1. The Contractor shall pick-up all materials improperly prepared or non-recyclable materials, and process or dispose of them properly. For the remaining items, the Contractor shall complete a notice on a document approved by the City indicating the problems and leave it with the customer. The Contractor shall document the address and date.
2. The Contractor shall supply the required documentation to the City, as requested, regarding the frequency and extent to which the Contractor encounters improperly prepared recyclable materials.

Quality Assurance and Performance Reports

The Contractor shall furnish a **monthly report** to the Assistant Public Works Director detailing information on the City's refuse, recycling and landscape waste collection and/or processing program. The report shall contain, but not be limited to, information concerning the number of participants in both the refuse and recycling programs; approximate number of cubic yards and tons of collected refuse and landscape waste; volume of recyclables collected and sold; and the number of curbside collection customers setting out materials on a weekly basis. In addition, the report shall include detailed information regarding improperly placed materials plus information about any service complaints and a brief explanation detailing the corrective action taken by the Contractor. Each report provided by the Contractor under this paragraph shall include the source of information or data used in compiling such report and shall be available for review by the City. Annual Assurance and Performance Reports shall be submitted to the Assistant Public Works Director, for the period indicated, each year during the term of this Contract before February 1 for the previous calendar year.

Income Qualified Refuse Collection Program

Eligible residents shall not be required to pay a fee for residential collection if they meet the following requirements:

1. Head of household, age 62 years or older; AND has a gross annual household income equal to or less than that threshold determined by the United States Department of Health and Human Services poverty guidelines.
2. Head of household with a medical disability or chronic illness preventing gainful employment for a duration of a minimum of three or more consecutive months, who shall provide a physician's statement, and has a gross annual household income equal to or less than that annually determined by the City.

All Eligible Residents must annually submit a completed and signed application form and photocopy of the applicant's most recent federal income tax return (or other proof of income).

The Contractor shall be paid for this service by including the costs in the rates of all other collection households. The City currently has approximately 54 income-qualified units.

PAYMENT

Contractor Compensation for Basic Service

The City will present the Contractor with payment at the end of each month during the term of this Contract, plus any credits and less any charges as outlined in this Contract. Should the Contractor fail to observe any of the provisions of this Contract, the City may withhold the regular monthly payments until satisfied that the Contractor has fulfilled its obligations and responsibilities as prescribed in this Contract.

The Contractor is to be paid on the basis of there being approximately 9,141 service units at the beginning of the term of this Contract. It is the responsibility of the Contractor to verify the actual number of service units if verification is required. Adjustments in the number of participating service units will be made by the City on a monthly basis during the term of this Contract.

The amount to be paid to the Contractor by the City per service unit over the term of this Contract is detailed on Exhibit A attached hereto and made a part of this Contract.

Adjustments in Base Compensation Upon Change in Service Units

The compensation to the Contractor shall be adjusted monthly on the basis of increases or decreases in the number of units in the City during the preceding month. The Contractor shall make any such computation of changes in the number of service units and notify the City.

It is the intention of the parties hereto that the City shall not compensate the Contractor for additional units until the beginning of the new month, nor will the amount of monthly compensation be diminished until the beginning of the new month.

Compensation from the Property Owner or Tenant

The Contractor shall negotiate directly with the property owner or tenant of the premises for any refuse collection and disposal service in excess of the basic minimum as provided by the City.

SECTION IV: PROPOSAL FORMS & EXHIBITS

CERTIFICATION REQUIREMENTS

Please submit all required forms and documentation, fully completed, and signed, with your proposal. No proposal will be accepted without this information.

All Contractors and vendors are required to submit the following information:

1. All Contractors must submit a signed sexual harassment form enclosed with the Request for Proposal.
2. The undersigned certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the City of DeKalb, unless there is a pending proceeding contesting the tax.
3. The undersigned certifies that the Contractor is not barred from offering on this solicitation as a result of a conviction or the violation of state law prohibiting bid-rigging or bid-rotating.
4. The undersigned certifies compliance with all certifications attached:

Signature/Title: _____

Company Name: _____

Address: _____

Phone Number: _____

FEIN Number: _____

Employment Status. The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery. The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Tax Delinquency. The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

Loan Default. If the Contractor is an individual, the Bidder certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification. The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting. The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Prevailing Wage. The Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act, and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act.

Drug Free Workplace. The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Bidders, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further acknowledges that it shall comply with all federal and state regulations regarding drug testing for operators of commercial motor vehicles.

Non-Discrimination, Certification, and Equal Employment Opportunity. The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Bidder shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Bidder agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits. If 30 Illinois Compiled Statutes 500/20-65 requires the Bidder (and any sub Bidders) to maintain, for a period of three years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be

available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Bidder agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification. (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Bidder certifies that he/she/it is a: ☐ United States Citizen or Corporation ☐ Resident Alien ☐ Non-Resident Alien the Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

Authorized in Illinois. The Contractor certifies that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

Export Administration, Supplies, Labor. The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979, or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

General Compliance and Certification. The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

Taxpayer Certification. Under penalties of perjury, the Bidder certifies that its Federal Taxpayer Identification Number or Social Security Number is _____ and is doing business as a (check one):

- ☐ Individual
- ☐ Real Estate Agent
- ☐ Sole Proprietorship
- ☐ Government Entity
- ☐ Partnership
- ☐ Tax Exempt Organization (IRC 501(a) only)
- ☐ Corporation
- ☐ Not for Profit Corporation
- ☐ Trust or Estate
- ☐ Medical and Health Care Services Provider Corporation

_____ hereby certifies that it is in compliance with and/or shall conform to the following terms and conditions during the life of the Contract.

Sexual Harassment Policy

Illinois Compiled Statutes, Chapter 5, Paragraph 2-105 (A) (4) regarding sexual harassment:

Every party to a public contract and every eligible bidder shall have a written sexual harassment policy that shall include at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policy shall be provided to the City upon request.

Drug Free Workplace Policy

The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635.

APPENDIX 1: PROPOSAL FORM

City of DeKalb Residential Refuse, Recycling and Yard Waste Collection Proposal Form

Proposal of:

Contractor: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Representative: _____

Phone No.: _____

This proposal is submitted for an exclusive franchise agreement to provide residential solid waste removal, recycling, and yard waste collection, with said work being located in and for the City of DeKalb and based on the specifications requirements and scope of services outlined in the Proposal Specifications. The following proposals are made on behalf of the undersigned and no others. The proposals are made without collusion on the part of any person, firm or corporation.

We the undersigned, certify that we have carefully examined the Franchise Agreement Proposal Specifications, the Proposal Form, and any and all Appendices and Addenda attached hereto. We further certify that we have visited the City and have completely informed ourselves of the type of housing, population density, traffic congestion, collection procedures required, labor required, number of containers, designated areas for placement of containers, and all other factors, local and otherwise, which would affect the completion of work covered by this proposal. Relating to the services of solid waste removal and disposal, recyclable collection, and yard waste collection and disposal.

We understand that the number of stops to be served are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at unit prices quoted. We understand that the City of DeKalb reserves the right to accept or reject any proposal or parts thereof and to waive irregularities or omissions in any proposal if it is deemed to be in the best interest of the City. The following is our proposal for combined collection and disposal services for: general refuse, bulk materials / white goods, recycling collection, and yard waste collection and optional services within the City of DeKalb as identified in the specifications. In accordance with your requirements outlined in the proposal documents, we propose to furnish all necessary equipment, labor, tools and other means and will do all work stipulated therein on a charge per account per month basis.

Signature/Title: _____

Company: _____

Date: _____

APPENDIX 2: REFERENCES

Please provide a list of municipal references for similar residential collection programs.

1. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

2. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

3. Program Location: _____

Owner: _____

Program Description: _____

Representative: _____

Phone No.: _____

Sexual Harassment – Policies and Programs

Every party to any contract with the City of DeKalb and every eligible Contractor is required to have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment.
2. The definition of sexual harassment under state law.
3. A description of sexual harassment, utilizing examples.
4. A vendor's internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission.
6. Directions on how to contact the department and the commission.
7. Protection against retaliation as provided by Section 6-101 of the Human Rights Act.

I hereby affirm that the organization which I represent has in place sexual harassment policies, which include the required information set forth above, and I hereby agree to furnish the City of DeKalb with a copy of these policies if they so request.

Signature/Title: _____

Company: _____

Date: _____

Sexual harassment is defined as follows:

Sexual Harassment means any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any questions by contracting parties or eligible bidders concerning compliance with these requirements should be directed to the City of DeKalb.

I hereby agree to fully indemnify and hold the City of DeKalb harmless from any and all liability, loss or damage including costs of defense or claim, demands, costs of judgment against it arising from any sexual harassment complaint resulting from the act of any member of my organization in the performance of the Contract.

EXHIBIT A: DETAILED COST SHEET

NOTE: Use Exhibit A to bid on the services as specified in Section II “Basic Services”. Failure of the Bidder to complete Exhibit A may be cause for rejection of the bid submittal.

Option 1: Unlimited Volume.

The City seeks bids for the services specified in Section II “Basic Services”. Basic Weekly Service includes:

- 96-gallon tote and unlimited volume using additional resident supplied totes.
- 65-gallon recycling tote.
- Unlimited yard/landscape waste collection using approved containers or bundling.

	Base Rate for the Collection of Curbside Refuse, Recyclables and Yard Waste Per Stop/Month
September 1, 2023, to August 31, 2024	
September 1, 2024, to August 31, 2025	
September 1, 2025, to August 31, 2026	
September 1, 2026, to August 31, 2027	
September 1, 2027, to August 31, 2028	

The additional cost to the per stop/month base rate for a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics per stop/month.

	Cost Per Stop/Month
The City would also like to include a residential, on-demand, scheduling service for the collection of hazardous household wastes and electronics. Additional cost to the base rate per stop/month to add the above service to all residents.	\$ _____
Please include an annual increase as a percentage (%) if applicable.	\$ _____

Alternate Approach

If the Contractor cannot provide service as it is described in Section II, and/or believes it can offer equivalent or superior results by some other means, the Contractor must identify the services and state what it is offering as an alternative. The proposal should describe the alternative thoroughly and should clearly state whether the alternative achieves equivalent or superior performance results.

Contractors are encouraged to submit alternatives where they believe that the City can increase the quality of service to the residents at a similar price, or while decreasing the cost of the service as stated in Section I, Part 3 “Alternatives to Scope of Services.

Municipal Services

The City seeks bids for the municipal services listed below as specified in Section II “Basic Services”.

Street Sweeping Roll Off Price	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Property Maintenance Clean Up Services	Price Per Hour (2-Person Crew and Vehicle)
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

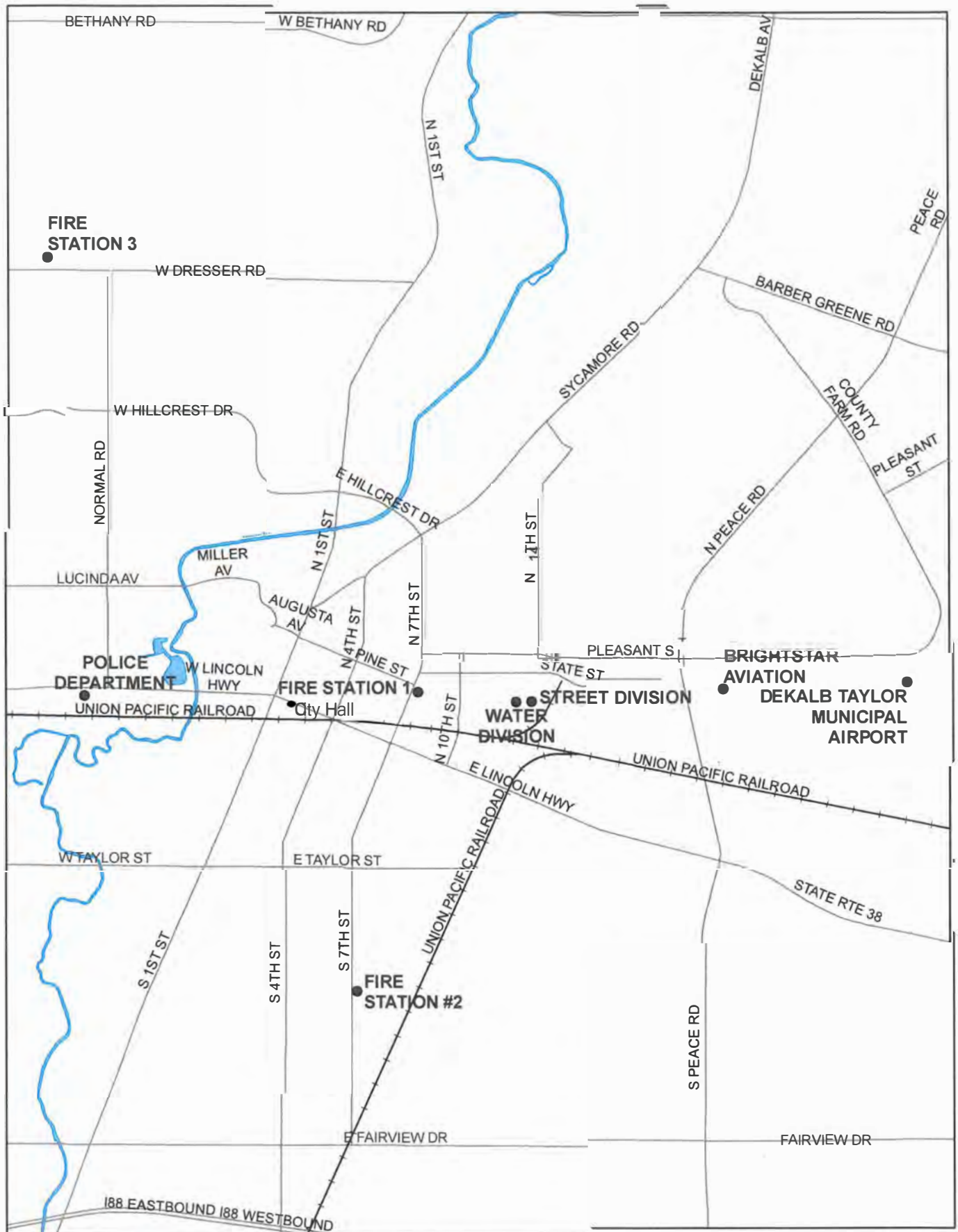
Central Business District Collection	Price Per Month
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Leaf Collection Disposal	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

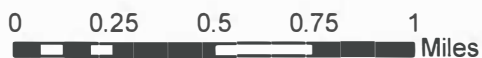
Spoils Pile Disposal (approximately 770 cubic yards)	Price Per Cubic Yard
September 1, 2023, to August 31, 2024	\$
September 1, 2024, to August 31, 2025	\$
September 1, 2025, to August 31, 2026	\$
September 1, 2026, to August 31, 2027	\$
September 1, 2027, to August 31, 2028	\$

Exhibit B

City-Owned Public Facilities



File: IPW-Admin\City-Owned Public Facilities.mxd
Created: 4/11/2018 DJE



Central Business District Dumpster Locations



Exhibit D

CITY OF DEKALB

MONTHLY RESIDENTIAL TRACKING REPORT



SERVICES

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD (avg)
Total Trash Units	9101	9141	9140	9139	9141	9143	9142	9145	9142	9143	9144	9146	9139
Approx. Weekly Curbside Participation	93%	93%	95.0%	95%	95%	95%	94%	93%	93.0%	93%	93%	93%	93.7%
Total Recycle Units	9101	9141	9140	9139	9141	9143	9142	9145	9142	9143	9144	9146	9139
Approx. Weekly Curbside Participation	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90.0%

COLLECTION STATS

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD (totals)
Waste Tons	625.15	577.81	751.55	742.43	724.13	826.43	809.71	762.28	842.57	669.1	746.19	763.92	8841.27
Recycling Tons	166.05	161.45	193.3	196.81	171.45	198.66	186.77	169.57	200.39	162.18	195.95	191.26	2193.84
YW/Leaf Yards				1700	1600	2200	1500	1700	2100	1600	1500	0	13900
YW/Leaf Tons (approx)				106.25	100	137.5	93.75	106.25	131.25	100	93.75	0	868.75
Total Tons	791.2	739.26	944.85	1045.49	995.58	1162.59	1090.23	1038.1	1174.21	931.28	1035.89	955.18	11903.86
# of Household Hazardous Homes Services	0	0	0	22	0	0	11	0	0	18	0	0	51
Household Hazardous Items (Tons)	0	0	0	0.7665	0	0	0.2905	0	0	0.322	0	0	1.379
Avg. Waste/Unit (lbs./month)	137.38	126.42	164.45	162.48	158.44	180.78	177.14	166.71	184.33	146.36	163.21	167.05	1934.75
Avg. Recycling/Unit (lbs./month)	36.49	35.32	42.30	43.07	37.51	43.46	40.86	37.08	43.84	35.48	42.86	41.82	480.09
Avg. YW/Leaf/Customer (lbs./month)	0.00	0.00	0.00	23.25	21.88	30.08	20.51	23.24	28.71	21.87	20.51	0.00	95.02

Refuse Collection Areas

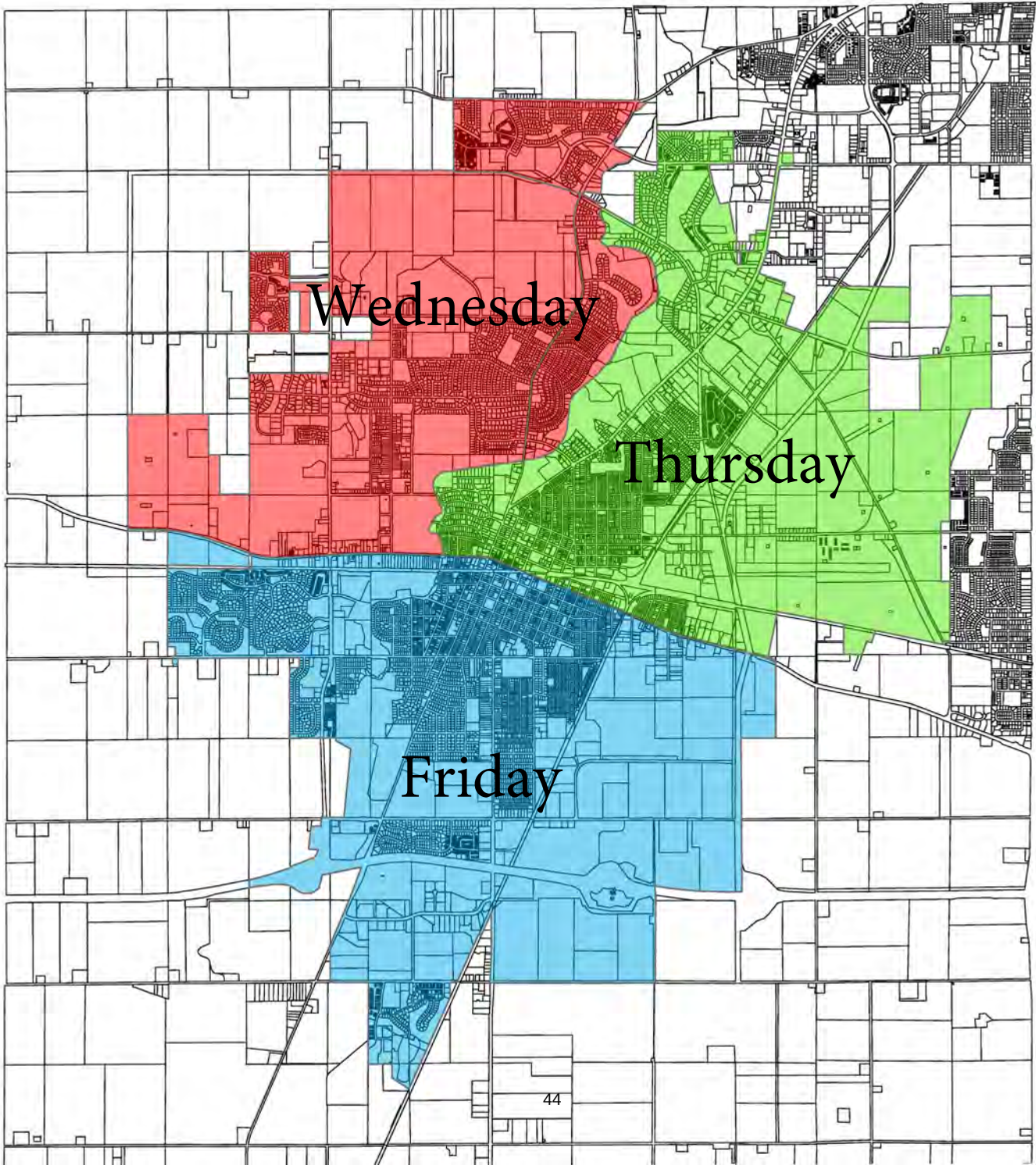


Exhibit F

Public Waste Containers



EXHIBIT G: FORM OF BID ADDENDUM

BID ADDENDUM

Name of Project: _____

General Description of Project: _____

Website Link: _____

Date of Addendum: _____

Description: _____

Signed by: _____