



City of Wheaton, Illinois

City of Wheaton  
303 W. Wesley Street  
Wheaton, IL 60187-0727  
630-260-2000

[www.wheaton.il.us](http://www.wheaton.il.us)

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## *Residential Solid Waste Collection and Disposal Service*

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**Requesting:** Proposal(s) for Residential Solid Waste Collection and Disposal Service  
**Issue Date:** May 2016

**Pre-Bid Meeting:** None  
**Last Date for Questions:** Tuesday, May 24, 2016 at 5:00 p.m. local time  
**Proposals Due:** Thursday, June 2, 2016 at to 10:00 a.m. local time  
**List of Proposers Published:** Friday, June 3, 2016  
**Location:** Wheaton City Hall  
303 W. Wesley St.  
Wheaton, IL 60187

**Note:** Illinois Prevailing Wage Act (820 ILCS 130/1-12) does not apply

*All questions concerning this solicitation shall be submitted via e-mail to the Procurement Officer before the date stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.*

*Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.*

**Contact for this proposal:**

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; [JSchouten@wheaton.il.us](mailto:JSchouten@wheaton.il.us)



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## *GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES*

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**Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.**

### **Solicitation Process**

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#### **Request for Proposal:**

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1. The City of Wheaton solicits qualified firms for Professional Services.
2. Firms are qualified based on
  - a. A public formal Request for Qualifications
  - b. Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
3. A formal Request for Proposal is submitted to qualified firms.
4. It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be forwarded to all firms invited to submit proposals.
5. Proposers shall acknowledge the receipt of any addendum on their proposal.

#### **The Cone of Silence:**

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6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.

#### **Exceptions to the Cone of Silence:**

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9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
14. Procurement of goods or services for Emergency situations

#### **Investigation:**

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15. It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
  - a. If the site of the work is an area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
  - b. If the site of the work is an area open to the general public, the proposer may perform their inspection at a time of their choosing.

#### **Proposals:**

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16. Proposals must reference the project name and date of the Request for Proposal. Documents should not utilize binders, folders, tabs or papers larger than 8.5 x 11.
17. Delivery of a proposal is acceptance of the City's Contract for Professional Services. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

#### **Signatures as Offer:**

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18. Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
19. Offers by
  - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.

- b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

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#### Withdrawal of Offers:

- 20. Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
- 21. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
- 22. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

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#### Timeframe and Consequences:

- 23. Offers must be received before the designated time.
- 24. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
- 25. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

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#### Receipt of Formal Offers:

- 26. Formal offers by sealed envelope will be opened at the time and location stated. The Procurement Officer shall publish a list of all proposers on the city's website [www.wheaton.il.us/bids/](http://www.wheaton.il.us/bids/) within three business days.

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#### Taxes:

- 27. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 28. The City's Sales Tax Exemption Number is E9997-4312-07.

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#### Evaluation of Offers

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##### Rejection of Offers

The city reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

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##### Receipt of One (or too few) offers

- 29. If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
  - a. returned unopened to the Proposer for re-submittal at the new due date and time, or
  - b. if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
- 30. If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

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##### Determining Responsiveness of the Proposal:

- 31. Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
- 32. The degree to which a proposal meets the requirements is determined solely on the judgment of the proposal evaluation team.

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##### Clarification of Offers:

- 33. The City may conduct discussions with Proposers to further clarify the offer as may be necessary. Clarifications shall be documented by the proposer and submitted (e-mail or fax) within 3 business days.

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##### Confidential Information

- 34. Proposals are subject to Illinois State FOIA requirements including the following exemptions:
  - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
  - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 35. Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

### Selection Process:

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36. An evaluation team will review all proposals based on weighted requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Officer and other as required
37. Proposals shall undergo a two-stage evaluation process:
  - a. Stage I: compliance
  - b. Stage II: Ranking of the weighted Criteria by the evaluation team
  - c. The highest ranked proposals may be invited for a follow-up interview.
38. Interviews may be conducted with proposers on the short list. Said proposers may be required to submit additional data during the interview process. Revisions to proposals may be permitted after initial submission and interview, but before award, for the purpose of obtaining best and final offers.
39. The City reserves the right to negotiate the price and any other term with the proposer offering the best and final offer. Any oral negotiations must be confirmed in writing prior to award.
40. If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.
41. The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

### Award:

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42. Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
43. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
44. Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
45. The City reserves the right to award by phase, part or portion of a phase, any line item or option regardless of order listed.

### Requirements if Awarded the Work:

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#### Insurance:

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46. The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
47. Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
48. The Proposers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

#### Security Clearance:

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49. Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department..
50. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

#### Audit:

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51. The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

### Protests:

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52. Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
  - a. Protests involving the solicitation process must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.

- b. Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- 53. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 54. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
  - a. If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
  - b. If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 55. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
  - a. The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
  - b. Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
  - c. The City Manager's decision is final.

***END OF GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONAL SERVICES***

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# GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE PROVIDERS

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## Contract Administration:

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1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the terms and conditions and requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

## Communications Plan

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4. The service provider is required to provide the City's project manager with updates of the project: work completed, assumptions, problems encountered,
5. The updates can be in person or over the phone, at the discretion of the city.

## Change Order Procedure

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6. The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

## Bulletins

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7. Should the contractor consider that a change in the Scope of Work, the contract sum or delivery date is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

## Change Orders

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8. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
9. Change orders will be numbered in sequence and dated.
10. Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
11. Change orders will describe the change or changes, will refer to the proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.
12. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.
  - a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

## Payment:

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13. Authorization of payment requires receipt of service providers invoice, acceptance of services and receipt of other required paperwork.
14. Payment will be:
  - a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
  - b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of service delivery (preferred); or
  - c. Via supplier generated invoice.
15. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
  - a. Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

## Service Issues:

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16. The service provider shall not be reimbursed until services are compliant.
17. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."
18. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.

**END OF GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDERS**

# **SPECIAL TERMS AND CONDITIONS FOR PROPOSALS**

## **1. INTRODUCTION**

The City of Wheaton, Illinois (the “City”), hereby invites qualified firms (“Proposers”) to submit proposals (“Proposals”) in response to this Request for Proposals (“RFP”) for Residential Solid Waste Collection and Disposal Services (“Service”). The City intends to select, at its sole discretion, one firm to act as an exclusive contractor (“Contractor”) from October 1, 2016, through September 30, 2021 (“Contract Term”), with options for extension.

The Contractor will provide once-weekly, same-day collection of Refuse, Recyclables, Yard Waste, and other materials for approximately 13,000 attached single-family, detached single-family, and multi-family residential units that receive collection service through the City’s current contract. The Contractor will also provide Service for City Facilities, Public Refuse Receptacles, and City-Sponsored Events. The Contract will not include any services for commercial facilities.

## **2. CURRENT RESIDENTIAL COLLECTION PROGRAM**

The City currently has a pay-as-you-throw (“PAYT”) collection program without base fees or required subscriptions. Residents pay for collection of Refuse, Yard Waste, Bulk Items, White Goods, and E-Waste by attaching pre-paid, one-time-use stickers to each unit of material set out at their curb. Recyclables are collected in carts that do not require stickers. A small percentage of residents pay a monthly subscription fee for a 95-gallon Refuse cart.

For informational purposes, *Exhibit 1: Wheaton Solid Waste Collection Statistics* contains summary data from the previous five (5) years of residential waste collection in the City. By providing this data, the City does not make any guarantee about the weight, volume, or quantity of materials that will be collected by the Contractor.

## **3. PRIMARY GOALS FOR FUTURE SERVICE**

The City wishes to maintain PAYT pricing because:

- It has strong support in the community,
- It encourages reduction, reuse, and recycling, and
- It is equitable for communities with a variety of household sizes, income levels, and consumption habits.

The City hopes for its future collection program to be more compatible with automated collection.

The City hopes to establish an optional Food-Scrap Collection program for residents.

#### 4. PROGRAMS 1 AND 2

The City's basic requirements for Service are outlined in the *General Specifications* section of this RFP. Additionally, the City is considering two possibilities for the collection of residential Refuse and Recyclables ("R&R"):

- 1) **Refuse & Recyclables Option 1: Stickers/Subscriptions** ("R&R Option 1") would be modeled on the City's current, sticker-based Refuse program. The Contractor would expand the Refuse Cart subscription service by offering multiple size options. The collection of Recyclables would continue to be included in the price of Refuse service.
- 2) **Refuse & Recyclables Option 2: RFID System** ("R&R Option 2") would use Radio Frequency Identification ("RFID") technology to combine automated collection with PAYT pricing. Residents would be charged a Tipping Fee each time the Contractor collected their Refuse Carts and/or Recycling Carts. Collection of Refuse and Recyclables may be paid for independently of each other.

The specifications of the above two options are outlined in the RFP sections *Refuse & Recyclables Option 1: Stickers/Subscriptions* and *Refuse & Recyclables Option 2: RFID System*.

Proposers may submit a Proposal for one or both of the following:

- **Program 1:** General Specifications plus R&R Option 1
- **Program 2:** General Specifications plus R&R Option 2

In *Exhibit 11: Deviations*, Proposers must describe all deviations they wish to make from the Program 1 and/or Program 2 specifications. *Exhibit 11* should reference the section name and number of the original specification.

#### 5. ALTERNATIVE PROGRAM

The specifications of Programs 1 and 2 are not intended to prevent any Proposer from offering Service it believes would be in the better interest of the City and its residents.

Proposers may submit a bid for an **Alternative Program**. Proposals for Alternative Programs will only be considered if the Proposer has also submitted a bid for Program 1 and/or 2. The Proposer must justify how the Alternative Program meets the City's needs better than Programs 1 and/or 2.

## 6. EXPECTED CONTRACT TIME FRAME

Last Day for Questions	May 24, 2016
Proposals Due	June 2, 2016
Interviews and Evaluation Period	June 2016
City Council Meeting	July 18, 2016
Contract Execution / Work May Proceed	August 1, 2016
Begin Service	October 1, 2016
End Service	September 30, 2021

The above dates are subject to change.

## 7. CONTRACT EXTENSION OPTION

Upon the mutual written consent of both the City and the Contractor, the Contract Term may be extended, provided that the agreement for the extension is made prior to **March 31, 2021**. All changes to the Contract shall be made in writing and shall be agreed upon by both the City and the Contractor.

## 8. CHANGES IN SERVICE

If the City should wish during the Contract Term to modify any aspect of Service provided by the Contractor, including but not limited to prices, collection frequency, and acceptable materials, then it shall notify the Contractor in writing at least thirty (30) days prior to the date the Service change will take place. The City and the Contractors shall then negotiate, in writing, all pertinent details of the Service change.

## 9. LETTER OF CREDIT

In lieu of a performance bond, the Contractor shall submit to the City an irrevocable Letter of Credit in the amount of \$1,000,000 from a reputable banking institution approved by the City to guarantee the faithful performance of the Contract.

The Letter of Credit shall be payable to the City and prepared in a format approved by the City Attorney. The Letter of Credit shall be resubmitted to the City's Procurement Officer prior to **August 1** for each year of Service, including any extension period.

If the Contractor fails to perform the work as specified herein, the City may take steps determined necessary to provide Service. The City shall provide the Contractor at least twenty-four (24) hours written notice and shall draw on the Letter of Credit for all expenses incurred as a result of such action.

Should a strike or other event occur that prevents the Contractor from providing Service for more than three (3) consecutive workdays, the City may take steps determined necessary to provide Service. The City may draw on the Letter of Credit for all expenses incurred as a result of such action.

## 10. SELECTION CRITERIA

- Proposed Services
- Price Proposals and Cost Breakdowns
- Experience in the Solid Waste Collection and Disposal industry
- Customer Services
- Environmental Considerations
- Compliance with City Contract
- Interview

## 11. INTERVIEW

A short list of Proposers may be interviewed. Pending the interview process, Service specifications and Contract language may be modified. Finalists may then be invited to submit a Best and Final Offer. The Proposer offering the Best Value will be awarded the Contract.

## 12. SUBMISSION REQUIREMENTS

In response to this RFP, a Proposer may submit Proposals for:

- Program 1, or
- Program 2, or
- Program 1 and Program 2, or
- Program 1 and Alternative Program, or
- Program 2 and Alternative Program, or
- Program 1, Program 2, and Alternative Program.

A bid for particular Program must stand alone as a Proposal meeting all specifications described herein.

A total of three (3) printed copies of each Proposal shall be submitted to the City. Each printed copy shall be prepared on standard 8.5" x 11" letter paper held together with a clip. All three (3) printed copies shall be submitted in one (1) sealed envelope identified by *Exhibit 13: Customized Mailing Label for Sealed Bids*. Proposers bidding for two or three different Programs shall submit two or three envelopes, respectively.

A total of one (1) digital copy of each Proposal shall be submitted to the City. Each digital copy shall consist of one (1) PDF file. The digital copy of each Proposal shall be located on a USB flash drive or CD-ROM placed inside the sealed envelope.

Each Proposal shall consist of the following sections with the following information:

### 1) Cover Page

- Completed version of *Exhibit 14: Cover Page for Each Proposal*

### 2) Proposed Services

- Statement of the Proposer's understanding of all Service to be provided

- Description of an implementation plan that would be followed at the beginning of the Contract Term
- Description of a transition plan that would be followed at the end of the Contract Term

### **3) Price Quotations and Cost Breakdowns**

- Completed version of Price Quotation form (*Exhibit 6 or Exhibit 8 or Exhibit 10*) that indicates all prices for Service
- Completed version of Cost Breakdown form (*Exhibit 7 or Exhibit 9*) that indicates itemized costs for Service (for Programs 1 and 2 only)

### **4) Deviations (*Exhibit 11: Deviations*)**

- Description of all deviations from Service specifications, referencing the pertinent section by name and number
- Description of deviations from Contract language, referencing the pertinent section by name and number

### **5) References**

- List of clients for which Proposer has provided solid waste collection and disposal services, including a name, address, telephone number, and brief description of services provided for each

### **6) Customer Service Strategy**

- Phone number and hours for customer service calls
- Procedures for handling complaints, missed pickup notifications, and other customer service calls
- Billing schedule (e.g., monthly, bi-monthly, quarterly)
- Documentation and communication methods for monthly reporting to City

### **7) Environmental Considerations**

- Description of any standards or strategies that the Proposer would adopt to maintain and/or improve the environment while providing Service

### **8) Disposal Facilities**

- Name and location of each site applicable to Proposal
- Material type(s) for which each site will be used

### **9) Vehicles**

- Manufacturer, model, and quantity of vehicles
- Vehicle replacement schedule
- Fuel type

### **10) Technology**

- Manufacturer and model of RFID equipment, if applicable to Proposal
- Other applicable equipment (e.g., GPS, cameras)

**11) Carts**

- Manufacturer, model, and capacity of carts
- Manufacturer, model, capacity, and color
- Schedule for acquisition, preparation, and delivery of new carts

**12) Stickers and Tags**

- Sample or prototype designs for stickers and tags applicable to Proposal

**13) Certificate of Insurance**

- ACORD Certificate of Insurance
- Waiver of Subrogation
- Endorsements

## DEFINITIONS

When used in the Contract, the following terms shall have the meanings specified in this section.

**Backdoor** shall mean any exterior area of a residential property that is not Curbside.

**Bulk Item** shall mean a unit of Refuse that is too large to fit into an approved Refuse Container or which exceeds fifty (50) pounds. Bulk Items include, but are not limited to, sofas, tables, chairs, dressers, bookcases, mattresses, box springs, bathtubs, and toilets.

**Cart** shall mean a wheeled and lidded plastic container that allows for automated collection of material by the Contractor. All Cart models shall have an approximate capacity of twenty (20), thirty-five (35), sixty-five (65), or ninety-five (95) gallons, and their design must be approved by the City prior to the beginning of the Contract Term.

**City Facility** shall mean a City-owned property for which the Contractor provides Service.

**City-Sponsored Event** shall mean a community event that requires collection service by the Contractor. City-Sponsored Events include, but are not limited to, the Taste of Wheaton and the Recycling Extravaganza.

**Collected Materials** shall mean Refuse, Recyclables, Yard Waste, Leaves, Organics, Bulk Items, White Goods, and/or E-Waste collected in performance of the Contract.

**Composting** shall mean the controlled biological process through which aerobic microorganisms decompose organic material into a humus-like product known as compost.

**Contract Term** shall mean the period beginning October 1, 2016, and ending September 30, 2021, during which the Contractor shall provide Solid Waste Collection and Disposal Services in the City. The Contract Term may be extended through mutual agreement between the City and the Contractor.

**Cost Breakdown** shall mean a list of itemized costs associated with a collection service. Cost Breakdowns should be calculated on a per-sticker, per-tip, or per-month basis, depending on the type of service.

- **Cart** shall mean the cost to provide a wheeled and lidded plastic container that allows for automated collection of material by the Contractor. The capital cost of new carts supplied to residents shall be fully amortized over the 5-year Contract Term. If the City and Contractor choose to extend the Contract after the initial 5-year term, this line item shall be zero (0) during the extension period. For Recycling Carts in Program 2, this line item shall either represent the cost of retrofitting existing carts or the cost of supplying new carts.
- **Collection** shall mean the cost to compensate the workers and maintain the vehicles that provide collection services.
- **Fuel** shall mean the cost of fuel needed to provide collection services in the City and to transport Collected Materials to a Disposal Facility.

- **Disposal** shall mean the income received or the cost resulting from the offloading of Collected Materials at a Disposal Facility.
- **Other** shall mean the remaining costs associated with performing the Contract.

**Curbside** shall mean an area of a residential property located within five feet of the street pavement. All Service provided to residential properties shall be provided Curbside, unless a resident requests Backdoor service.

**Disposal Facility** shall mean a site where the Contractor offloads Collected Materials. A Disposal Facility may be a materials recovery facility, compost facility, landfill, transfer station, or any other “pollution control facility” as defined by 415 ILCS 5/3.330.

**E-Waste** shall mean any item defined as a “covered electronic device” by 415 ILCS 150, the Electronic Products Recycling and Reuse Act. E-waste includes, but is not limited to, computers, computer monitors, televisions, printers, keyboards, fax machines, videocassette recorders, portable digital music players, digital video disc players, video game consoles, computer mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital video disc recorders, or small-scale servers.

**Food Scraps** shall mean organic waste material generated by the regular operation of a residential property, especially a kitchen. Food Scraps include, but are not limited to, fruit and vegetable remains, bread, cereal, rice, pasta, egg shells, nuts, spices, coffee grounds, and tea bags. Food Scraps can be discarded along with Refuse or discarded in an Organics Cart.

**Leaves** shall mean foliage from trees and shrubs accumulated through the maintenance of lawns, trees, and gardens on residential properties. Leaves are a type of Yard Waste. Residents may dispose of Leaves with either Yard Waste Stickers or Leaf Stickers, but usage of Leaf Stickers shall be restricted to containers that solely contain Leaves.

**Organics** shall mean comingled Food Scraps and Yard Waste

**Organics Cart** shall mean a wheeled and lidded plastic container that allows for automated collection of Organics by the Contractor.

**Public Refuse Receptacle** shall mean a City-owned Refuse receptacle located in the Central Business District, at a train station, or at a Prairie Path intersection.

**Recyclables** shall mean post-consumer paper, plastic, metal, and glass products including, but not limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars.

**Recycling Cart** shall mean a wheeled and lidded plastic container that allows for automated collection of Recyclables by the Contractor.

**Refuse** shall mean solid waste material generated by the regular operation of a residential property. Refuse does not include Yard Waste, White Goods, or E-Waste.

**Refuse Bag** shall mean a one-time-use plastic bag with a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. Refuse Bags shall contain only Refuse.

**Refuse Can** shall mean a plastic or galvanized metal container with a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. Refuse Cans shall contain only Refuse.

**Refuse Cart** shall mean a wheeled and lidded plastic container that allows for automated collection of Refuse by the Contractor.

**Refuse Container** shall be an umbrella term encompassing Refuse Bags and Refuse Cans.

**RFID System** shall mean an automated, cart-based collection system in which Radio Frequency Identification (RFID) technology is used by the Contractor to charge residents for collection services on a pay-as-you-throw basis.

**Single-Stream Recycling** shall mean a collection and processing system that allows residents to combine all Recyclables in one Recycling Cart.

**Special Collection** shall mean a large aggregation of Refuse set out at the curb that would not be practical to put in Refuse Containers. Special Collections materials include, but are limited to, drywall, plywood, paneling, roofing materials, siding, flooring, lumber, bath tubs, toilets, furniture, cabinets, carpeting, household fixtures, large packing materials, small amounts of sod, earth, clay, sand, concrete, and rocks, and other materials from construction, remodeling, demolition, move-in, and move-out.

**Sticker** shall mean a pre-paid, one-time-use, biodegradable label used by residents to pay for Service. The Contractor shall be responsible for the production and distribution of Refuse Stickers, Yard Waste, and Leaf Stickers.

**White Good** shall mean a large appliance that contains CFC or HCFC refrigerant gas, PCB-containing capacitors, mercury switches, or other hazardous components. White Goods include, but are not limited to, refrigerators, freezers, air conditioners, electric and gas ranges, ovens, humidifiers, dehumidifiers, washing machines, clothing dryers, water heaters, and furnaces.

**Tipping Fee** shall mean a service fee that the Contractor, when operating an RFID System, charges to a resident's customer account each time the contents of that resident's Refuse Cart or Recycling Cart are collected.

**Yard Waste Bag** shall mean a one-time-use, biodegradable brown paper bag, or "Kraft bag," with a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. Yard Waste Bags shall contain only Yard Waste.

**Yard Waste Can** shall mean a plastic or galvanized metal container with a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. Yard Waste Cans shall contain only Yard Waste.

**Yard Waste Cart** shall mean a wheeled and lidded plastic container designed to allow for automated collection of Yard Waste by the Contractor.

**Yard Waste Container** shall be an umbrella term encompassing Yard Waste Bags and Yard Waste Cans. Certain Yard Waste that does not fit in a Yard Waste Container can be set out as a Yard Waste Stack.

**Yard Waste** shall mean organic material accumulated through the maintenance of lawns, gardens, and trees on residential properties. Yard Waste includes, but is not limited to, leaves, grass clippings, branches, brush, shrubs, flowers, weeds, and other organic materials. Yard Waste does not include Food Scraps.

**Yard Waste Stack** shall mean a bundle of Yard Waste, typically branches of woody plants, that does not fit in a Yard Waste Container and that does not exceed four (4) feet in length, eighteen (18) inches in diameter, or fifty (50) pounds in weight. Individual branches in a Yard Waste Stack shall not exceed two (2) inches in diameter. Yard Waste Stacks shall not require twine or rope.

## **GENERAL SPECIFICATIONS**

### **1. WEEKLY RESIDENTIAL COLLECTION DAYS**

The Contractor will provide once-weekly Service to all residential properties that are serviced through the City's current contract. The City is divided into five collection areas, which each receive collection service on a different day of the week. These collection areas are shown in *Exhibit 2: Weekly Residential Collection Days*.

The Contractor will maintain the schedule shown in *Exhibit 2* unless it can adequately demonstrate how an alternate routing schedule would lower prices or improve Service. Proposals shall clearly describe and justify any desired deviations.

### **2. COLLECTION HOURS**

The Contractor will not begin any Service prior to 7:00 a.m., and it will cease collection services by 7:00 p.m. The Contractor will accomplish all required work within this time period regardless of adverse weather conditions, mechanical issues, or other hindrances to performance.

### **3. HOLIDAYS**

The Contractor shall not provide Service on the following holidays:

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

In the event that any of these holidays falls on a weekday, all Service normally scheduled for that day and for the remainder of the workweek shall be delayed by one day. Service normally scheduled for Friday shall therefore be provided on Saturday of that week.

### **4. LOCAL ROADS AND IMPROVEMENTS**

The Contractor shall be responsible for remaining informed about road conditions and traffic patterns that impact Service. The City reserves the right to construct improvements and/or to permit construction in any City street, even if these activities hinder the Contractor's provision of Service. In such cases, the Contractor shall continue to provide Service in accordance with all specifications and at no additional cost to the City or residents.

### **5. VEHICLES**

Both sides of each vehicle shall display the name of the Contractor, a phone number of the Contractor, and a vehicle identification number. All vehicles shall be fully enclosed, leak-

proof, and operated in such a way that Collected Materials will not leak, spill, or blow off the vehicle. In the event that any Collected Materials shall leak, spill, or blow off the vehicle, the Contractor shall be responsible for the immediate cleanup of the material.

## **6. CARTS**

Carts shall be wheeled and lidded plastic containers that allow for automated collection of material by the Contractor. All Cart models shall have an approximate capacity of twenty (20), thirty-five (35), sixty-five (65), or ninety-five (95) gallons, and their color and design must be approved by the City prior to the beginning of the contract term.

The Contractor shall retain ownership of all Carts supplied to residents during the Contract Term. It shall maintain a reasonable supply of Carts in order to fulfill requests for service changes; furnish carts for new customers or annexed property; or replace Carts that have been lost, damaged, or stolen.

## **7. DISPOSAL FACILITIES**

Collected Materials shall be delivered to Disposal Facilities at the sole expense of the Contractor. Disposal Facilities must be operated lawfully and permitted properly pursuant to the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and any other applicable laws, statutes, regulations, or ordinances of government bodies. All Recyclables shall be recycled regardless of the income received or cost resulting from their sale. All Yard Waste, Leaves, and Organics shall be delivered to a Composting facility. Yard Waste, Leaves, and Organics shall not be incinerated or deposited in a landfill.

The City reserves the right to approve or disapprove any Disposal Facilities at its own discretion. During the Contract Term, the Contractor shall notify the City in writing of any changes to its Disposal Facilities.

## **8. SINGLE-STREAM RECYCLING**

The Contractor shall provide Single-Stream Recycling service. The City and its residents shall be able to combine all acceptable Recyclables in the same Cart. Acceptable Recyclables shall include, but not be limited to, corrugated cardboard; chipboard; carrier stock; newspaper; glossy and non-glossy magazines and catalogs; telephone directories; paperback books; brown Kraft paper bags; mixed paper; junk mail; aseptic packaging and gable-top containers; PET (#1) plastic bottles and containers; HDPE (#2) plastic bottles and containers; PVC (#3) plastic bottles and containers; LDPE (#4) plastic bottles and containers; PP (#5) plastic bottles and containers; other (#7) plastic bottles and containers; aluminum formed wraps, trays, containers; steel, tin, and bi-metal cans; and brown, green, and clear glass bottles and jars.

## **9. EMPLOYEE CONDUCT**

The Contractor shall perform all Service in a clean, orderly, efficient, and courteous manner. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any

illegal substances by its employees while providing Service. All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

## **10. HANDLING OF CONTAINERS**

After collecting material from a resident, the Contractor shall return all reusable waste containers to the location at which they were found. No container shall be thrown or left lying on its side. Any material spilled in the parkways or streets is to be cleaned up by the Contractor.

The Contractor is responsible for any damages to waste containers that result from careless handling by a Contractor employee. When a resident reports damage to a waste container that has been caused by a Contractor employee, the Contractor will replace the container at no extra cost to the resident.

## **11. SERVICE PRICE CHANGES**

Any annual price increase indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10* shall go into effect on October 1. The Contractor shall continue, for the duration of the Contract Term, to honor the use of all stickers purchased at prior, lower prices.

At any point during the Contract Term, the City may choose to add a surcharge to stickers, subscriptions, etc. in order to generate revenue for the City. The City will notify the Contractor of any desired surcharge at least thirty (30) days prior to the activation of said surcharge. The Contractor shall, on a monthly basis, remit all surcharge revenue to the City by the fifteenth (15th) of the following month.

## **12. MISSED PICKUPS AND COMPLAINTS**

The Contractor shall maintain a telephone number for the receipt of complaints, missed pickup notifications, and other calls from residents. At a minimum, this phone line shall be available Monday through Friday from 8:30 a.m. to 5:00 p.m. for the duration of the contract. All calls shall be given prompt and courteous attention. Issues shall be investigated and resolved within twenty-four (24) hours of the time a call was received.

## **13. MONTHLY REPORTING**

For each month of Service, the Contractor shall submit to the City a summary report by the fifteenth (15th) day of the following month. The report shall contain the following information about Service provided in the City:

- Tonnage of Refuse, Recyclables, Yard Waste, Organics, and E-Waste collected
- Number of Bulk Items and White Goods collected
- Name and location of all Disposal Facilities used
- Tipping fees (per ton of material) charged at Disposal Facilities

- Revenue (per ton of material) earned from the sale of Recyclables
- List of all complaints, missed pickup notifications, and other customer service calls, including a description of each call, the date the call was received, the action taken by the Contractor, and the date the issue was resolved

#### **14. PUBLIC EDUCATION PROGRAM**

The Contractor shall develop a Public Education Program to educate residents about the Service it provides. This program shall include an informational brochure sent to all residents at the beginning of the Contract Term. The Contractor shall also supply 2,000 additional copies of the informational brochure to the City for distribution to new program participants. The contents of the informational brochure shall be mutually agreed upon by the Contractor and the City. A draft shall first be provided to the City's Procurement Officer. Approval or required modifications shall be communicated to the Contractor within thirty (30) days of receipt. The Contractor shall be fully responsible for the production, distribution, and cost of the informational brochure.

For the duration of the contract, the Contractor shall, upon request of the City, make personnel available at meetings and other gatherings to explain the collection program.

The Contractor shall also devise and implement a tagging system by which it will mark any material or container that it declines to collect because of non-compliance with program specifications. Each tag or label must provide a brief explanation of why the material was not collected.

#### **15. CITY FACILITIES**

The Contractor shall provide, at no cost to the City, regular and as-needed collection of Refuse, Recyclables, and other materials from City Facilities. *Exhibit 4: Service Requirements at City Facilities* contains a list of City Facilities and their current minimum collection requirements. The City reserves the right to expand or modify any aspect of this list during the Contract Term.

The Contractor shall provide, at no cost to the City, all receptacles needed at City Facilities. The collection schedule for City Facilities must be mutually agreed upon by the City and the Contractor.

#### **16. PUBLIC REFUSE RECEPTACLES**

The Contractor shall provide, at no cost to the City, regular collection of Refuse from all Public Refuse Receptacles. These are located primarily in the Central Business District, at the Downtown Train Station, at the College Avenue Train Station, and at Prairie Path intersections. *Exhibit 5: Public Refuse Receptacles* contains a map of existing Public Refuse Receptacles. The City reserves the right to add or remove any Public Refuse Receptacles during the Contract Term.

From November through May, the Contractor shall collect from Public Refuse Receptacles twice per week: Mondays and Thursdays.

From June through October, the Contractor shall collect from Public Refuse Receptacles three times per week: Mondays, Thursdays, and Fridays.

The above schedule is subject to change.

## **17. CITY-SPONSORED EVENTS**

The Contractor shall provide, at no cost to the City, collection of Refuse and Recyclables for certain City-Sponsored Events. At a minimum, City-Sponsored Events include the following annual events:

- Taste of Wheaton (June)
- Recycling Extravaganza (April)

During the Contract Term, the City may contact the Contractor as needed in order to obtain collection service for additional City-Sponsored Events. The City and the Contractor shall negotiate, in writing, collection requirements of each City-Sponsored Event prior to the event's start date.

## **18. STICKER DESIGN AND CONSTRUCTION**

Refuse Stickers, Yard Waste Stickers, and Leaf Stickers shall each be clearly labeled. Stickers must be visible from a reasonable distance at dawn and dusk. The stickers shall be made of biodegradable paper, and the glue shall remain functional in all temperatures and weather conditions.

The City reserves the right to approve or disapprove the color, design, and construction of the Contractor's stickers. A prototype shall first be provided to the City's Procurement Officer. Approval or required modifications shall be communicated to the Contractor within thirty (30) days of receipt.

## **19. STICKER SALES**

The Contractor shall be responsible for the printing and distribution of all stickers. Stickers shall be made available at area retailers, at City Hall, and by mail order.

The Contractor shall make arrangements with at least six (6) area retailers to sell stickers on consignment. The City will also act as a consignment retailer. The Contractor shall not charge any sticker retailers for the storage, handling, mailing, or in-person delivery of stickers. The locations of retailers should ensure that all City residents have convenient access to stickers. The Contractor shall be responsible for ensuring that each retailer maintains an adequate supply of stickers. *Exhibit 3: Current Sticker Retailers* contains a list of the retailers used by the City's current contractor. This information is provided for informational purposes only.

The Contractor shall also allow residents to order stickers by mail. Proposals may specify a minimum number of stickers that can be purchased per mail order. The Contractor may sell mail-order stickers on either a pre-paid or billable basis. Billing and mailing costs for residential mail-order stickers shall be the sole responsibility of the Contractor. There shall be no surcharge for stickers ordered by mail.

## **20. CONTRACTOR TRANSITION**

For the first two (2) weeks of Service, the Contractor shall honor all Refuse Stickers, Yard Waste Stickers, and Leaf Stickers purchased by residents during the previous contract term. In an effort to minimize the number of old stickers used by residents during this period, the City shall offer a buyback program through which residents shall be able to return their old stickers to City Hall for a cash refund.

## **21. YARD WASTE AND LEAVES**

The Contractor shall provide curbside collection of Yard Waste and Leaves on Weekly Residential Collection Days. Residents shall place all Yard Waste and Leaves in acceptable Yard Waste Containers or arrange the material into Yard Waste Stacks. There shall be no maximum or minimum amount of Yard Waste and/or Leaves that a resident can set out for collection, provided that all material is properly stickered.

One sticker shall be required for each Yard Waste Container and for each Yard Waste Stack. Usage of Leaf Stickers shall be restricted to containers that solely contain Leaves. Containers that contain both Leaves and other types of Yard Waste shall require Yard Waste Stickers. Yard Waste Stickers and Leaf Stickers shall be sold at the prices indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*.

## **22. BULK ITEMS**

The Contractor shall provide curbside collection of Bulk Items on Weekly Residential Collection Days. Residents must tag each Bulk Item with the number of Refuse Stickers indicated *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum number of Bulk Items that a resident can set out for collection, provided that each item is properly stickered.

## **23. WHITE GOODS**

The Contractor shall provide curbside collection of White Goods on Weekly Residential Collection Days. Residents must tag each White Good with the number of Refuse Stickers indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum number of White Goods that a resident can set out for collection, provided that each item is properly stickered.

## **24. E-WASTE**

The Contractor shall provide curbside collection of E-Waste on Weekly Residential Collection Days. Residents must tag each E-Waste item with the number of Refuse Stickers indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*. The required number of stickers shall remain constant for the duration of the Contract. There shall be no maximum or minimum amount of E-Waste that a resident can set out for collection, provided that each item is properly stickered.

The Contractor shall also offer a bundled pricing option for E-Waste, so that a set of small E-Waste items (e.g., computer mice, cables, phones) can be stickered and collected as one unit.

## **25. ORGANICS CART SUBSCRIPTIONS**

The Contractor shall offer an optional subscription program through which residents can rent Organics Carts. The Contractor shall offer three cart sizes: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. Organics Carts shall be wheeled and lidded plastic containers that allow for automated collection. Organics Cart shall not require any stickers for weekly collection, but subscribers shall be able to set out any additional Yard Waste and/or Leaves using stickers.

The Contractor shall provide curbside collection of Organics Carts on Weekly Residential Collection Days during the same season as Yard Waste and Leaf collection.

Organics Carts shall allow for the comingling of Yard Waste and Food Scraps. Food Scraps shall include, but not be limited to, fruit and vegetable remains, bread, cereal, rice, pasta, egg shells, nuts, spices, coffee grounds, and tea bags.

The monthly fee for Organics Cart subscriptions shall be indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*. The billing and payment process for Organics Cart subscriptions shall be completed directly between the Contractor and each subscriber.

## **26. ORGANICS CART SUBSCRIPTION CHANGES**

Organics Cart subscribers shall be able to cease their subscription or change their Organics Cart size at any point during the Contract Term. Residents who do not initially rent an Organics Cart shall be able to initiate a subscription at any point during the Contract Term.

Residents shall request any such cart substitutions or subscription changes by contacting the Contractor directly. The Contractor shall be responsible for the delivery of new carts and/or the removal of old carts.

The Contractor may charge residents a cart-substitution, cart-delivery, or cart-removal fee if the fee has been mutually agreed upon by the City and the Contractor. *Exhibit 6*, *Exhibit 8*, and/or *Exhibit 10* shall indicate the amount of any such fees.

There shall be no cart-delivery fees charged to residents whose Organics Cart subscriptions start on October 1, 2016. There shall be no cart-removal fee charged to residents whose Organics Cart subscriptions end at the termination of the Contract Term.

## **27. SPECIAL COLLECTION SERVICE**

The Contractor shall offer a curbside collection service for large aggregations of Refuse that would not be practical to put in Refuse Containers. Residents shall arrange pickups for such Special Collections by contacting the Contractor directly.

The price for this service shall be based on the volume of material set out by the resident. At its sole discretion, the Contractor may set a pickup fee for Special Collection service in addition to the cubic price. This pickup fee shall not be charged if Special Collection service is provided on a resident's Weekly Residential Collection Day.

When a resident calls to schedule Special Collection service, the Contractor must clearly disclose the cubic price, any applicable pickup, and any applicable rules for Special Collection service. The billing and payment process for Special Collection service shall be completed between the Contractor and the resident.

All applicable prices for Special Collection service shall be indicated in *Exhibit 6, Exhibit 8, or Exhibit 10*.

## **28. SPECIAL COLLECTION SERVICE FOR EMERGENCY DAMAGE**

The Contractor shall devise a program through which residents whose properties are affected by emergencies (including, but not limited to, floods and tornadoes) could receive Special Collection service at a discounted price. This discount could be a waiving of the Special Collection pickup fee and/or a reduction in the Special Collection cubic price.

To activate Special Collection service for Emergency Damage, the City Manager will notify the Contractor, in writing, that an emergency event has occurred in the City. For two (2) weeks thereafter, residents shall be able to receive Special Collection service at the discounted price. The scheduling, billing, and payment process shall be completed between the Contractor and the resident as described above.

All applicable prices for Special Collection service for Emergency Damage shall be indicated in *Exhibit 6, Exhibit 8, or Exhibit 10*.

## **29. CHRISTMAS TREES**

The Contractor shall provide Christmas tree collection for a period of two (2) weeks after each Christmas. The precise dates of this period shall be mutually determined by the City and the Contractor each year. Christmas trees shall be collected at no additional cost to residents or the City. Neither Refuse Stickers nor Yard Waste Stickers shall be required.

After the period described above, the Contractor shall continue to collect Christmas trees that have one Refuse Sticker or Yard Waste Sticker attached. Proposals may indicate which type of sticker will be required for Christmas trees.

### **30. BACKDOOR COLLECTION**

The Contractor shall provide Backdoor collection to any resident who requests it. Residents shall arrange Backdoor subscriptions by contacting the Contractor and communicating all pertinent details about their property and their desired collection location.

The Contractor shall collect material from Backdoor subscribers in accordance with all standard Service specifications. Backdoor subscribers shall follow all Service specifications except for the standard Curbside requirement. There shall be no maximum or minimum amount of material that a Backdoor subscriber can set out for collection, provided that all material is properly stickered or placed in an appropriate Cart.

The monthly fee for a Backdoor subscription shall be indicated in *Exhibit 6*, *Exhibit 8*, or *Exhibit 10*. The billing and payment process for Backdoor subscriptions shall be completed directly between the Contractor and each subscriber.

# **REFUSE & RECYCLABLES OPTION 1: STICKERS/SUBSCRIPTIONS**

## **1. OVERVIEW OF R&R OPTION 1**

The Contractor shall provide weekly curbside collection of Refuse and Recyclables on Weekly Residential Collection Days. Residents shall pay for Refuse collection service by purchasing Refuse Stickers or renting Refuse Carts. The Contractor shall collect Recyclables at no direct cost to residents.

The prices of Refuse Stickers and Refuse Cart subscriptions shall be indicated by the Contractor in *Exhibit 6*. The cost of Recyclables collection service shall be included in the prices of Refuse Stickers and Refuse Carts, as indicated in *Exhibit 7*.

## **2. REFUSE STICKERS**

The Contractor shall provide collection of Refuse on a PAYT basis with no monthly fees or subscription prices. Residents shall obtain Refuse collection service by attaching one (1) Refuse Sticker to each Refuse Container they set out.

Refuse Containers shall be either Refuse Bags or Refuse Cans that are supplied or owned by residents. Refuse Containers shall have a capacity no greater than thirty-three (33) gallons and a weight no greater than fifty (50) pounds when filled. There shall be no maximum or minimum number of properly stickered Refuse Containers that a resident can set out for collection each week.

## **3. REFUSE CART SUBSCRIPTIONS**

The Contractor shall offer an optional subscription program through which residents can rent a Refuse Cart. The Contractor shall offer four (4) sizes of Refuse Carts: twenty (20), thirty-five (35), sixty-five (65), and ninety-five (95) gallons. Refuse Carts shall be wheeled and lidded plastic containers that allow for automated collection. Refuse Carts shall not require any Refuse Stickers for weekly collection. Subscribers shall set out excess material using Refuse Stickers as described above.

The billing and payment process for Refuse Cart subscriptions shall be completed directly between the Contractor and each subscriber.

## **4. REFUSE CART SUBSCRIPTION CHANGES**

Refuse Cart subscribers shall be able to cease their subscription or change their Refuse Cart size at any point during the Contract Term. Residents who do not initially rent a Refuse Cart shall be able to initiate a subscription at any point during the Contract Term.

Residents shall request any such cart substitutions or service changes by contacting the Contractor directly. The Contractor shall be responsible for the delivery of new carts and/or the removal of old carts.

The Contractor may charge residents a cart-delivery, cart-substitution, or cart-removal fee if the fee has been approved by the City prior to the Contract Term. *Exhibit 6* shall indicate the amount of any such fees.

There shall be no cart-delivery fee charged to residents whose Refuse Cart subscriptions start at the beginning of the Contract Term. There shall be no cart-removal fee charged to residents whose Refuse Cart subscriptions end at the termination of the Contract Term.

## **5. RECYCLING CARTS**

The Contractor shall provide weekly curbside collection of Recyclables at no direct cost to residents. Residents shall place Recyclables in blue Recycling Carts that allow for automated collection. The City already owns a fleet of Rehrig Pacific HuskyLite<sup>®</sup> Roll-out Carts that are used for Recyclables. Most are 65 gallons, and some are 35 gallons.

The Contractor will collect an unlimited amount Recyclables at no additional cost to residents or the City, provided that material in excess of a resident's cart has been placed in containers that are clearly marked and that do not exceed thirty-three (33) gallons or fifty (50) pounds when filled.

## **REFUSE & RECYCLABLES OPTION 2: RFID SYSTEM**

### **1. OVERVIEW OF R&R OPTION 2**

The Contractor shall provide curbside collection of Refuse and Recyclables on Weekly Residential Collection Days. Using RFID technology, the Contractor shall automatically charge a “tipping fee” to the appropriate customer account each time the contents of a Refuse Cart or Recycling Cart are collected. The Contractor shall bill residents for accumulated tipping fees on a regular basis that has been mutually determined by the City and the Contractor.

The prices of Refuse Cart Tipping Fees and Recycling Cart Tipping Fees shall be indicated by the Contractor in *Exhibit 8*. Residents shall pay for Refuse collection and Recyclables collection independently of each other.

In *Exhibit 8*, the Contractor shall also provide price quotations for \*Alternate Refuse Cart Tipping Fees that include the cost of Recyclables collection. In such a scenario, there would be no Tipping Fees charged for the collection of Recycling Carts. Residents would set out their Recyclables at no direct cost, and the City would continue to use its own non-RFID-capable Recycling Carts.

### **2. REFUSE CARTS**

The Contractor shall provide each resident with a Refuse Cart prior to the start of the Contract Term. Refuse Carts shall be wheeled and lidded plastic containers that allow for automated collection. Each Refuse Cart shall be equipped with an RFID tag that associates the cart with the appropriate customer account. RFID tags shall be programmed for immediate use in the Contractor’s tracking and billing system.

The Contractor shall offer four (4) sizes of Refuse Carts: twenty (20), thirty-five (35), sixty-five (65), and ninety-five (95) gallons.

### **3. RECYCLING CARTS**

Recycling Carts shall be wheeled and lidded plastic containers that allow for automated collection. Each Recycling Cart shall be equipped with an RFID tag that associates the cart with the appropriate customer account. RFID tags shall be programmed for immediate use in the Contractor’s tracking and billing system.

The Contractor shall either retrofit each resident’s existing Recycling Cart with an RFID tag or provide each resident with a new RFID-enabled Recycling Cart in exchange for their existing cart. The Contractor shall choose between the above two options at its own discretion.

If the Contractor chooses to supply new Recycling Carts, it shall offer three (3) sizes: thirty-five (35), sixty-five (65), and ninety-five (95) gallons. The Contractor shall remain owner of the carts.

If the Contractor chooses to retrofit the City's existing Recycling carts (35- or 65-gallon Rehrig Pacific HuskyLite<sup>®</sup> Roll-out Carts), it will assume ownership of the entire fleet. It shall still offer substitutions to residents who request them, as described below.

#### **4. SERVICE CHANGES**

Residents shall be able to change their Refuse Cart size or Recycling Cart size at any point during the Contract Term. Residents shall request cart substitutions by contacting the Contractor directly. The Contractor shall be responsible for the delivery of the new cart and the removal of the old cart. All newly delivered carts shall be programmed for immediate use in the Contractor's tracking and billing system.

The Contractor may charge residents a cart-substitution fee if the amount of the fee has been approved by the City prior to the Contract Term. *Exhibit 8* shall clearly indicate the amount of this fee.

## **ALTERNATIVE PROGRAM**

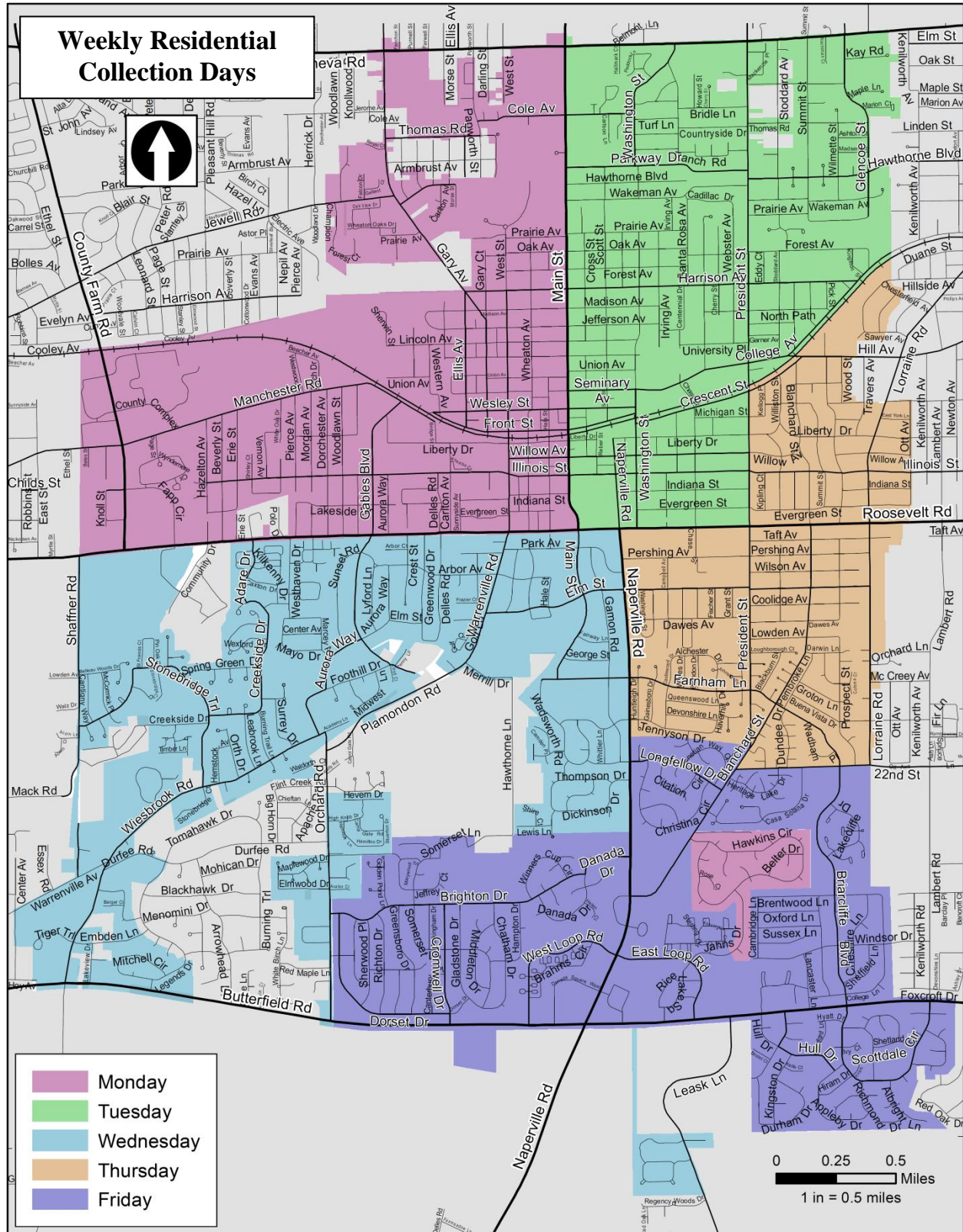
The City will consider any Alternative Program from a Proposer that has also submitted a Proposal for Program 1 and/or 2. The Proposer must justify how the Alternative Program meets the City's needs better than Programs 1 and 2. All prices applicable to the Alternative Program shall be indicated in *Exhibit 10*.

## EXHIBIT 1: WHEATON SOLID WASTE COLLECTION STATISTICS

	2011	2012	2013	2014	2015
<b>Refuse</b>	9354.5	9034.5	9878.6	10723.5	9808.9
<b>Recycling</b>	7099.3	6960.7	7119.4	6758.3	6750.6
<b>Yard Waste/ Leaves</b>		2213.3	2737.1	2432.7	3520.8
<b>E-Waste</b>				13.2	12.3
<b>White Goods</b>	60	50	102	118	123
<b># of Refuse Cart Subscribers (December)</b>	1098	1152	1238	1342	1427

\*Refuse, Recycling, Yard Waste/Leaves, and Electronics are shown in tons. White Goods are shown as a number of items.

## EXHIBIT 2: WEEKLY RESIDENTIAL COLLECTION DAYS



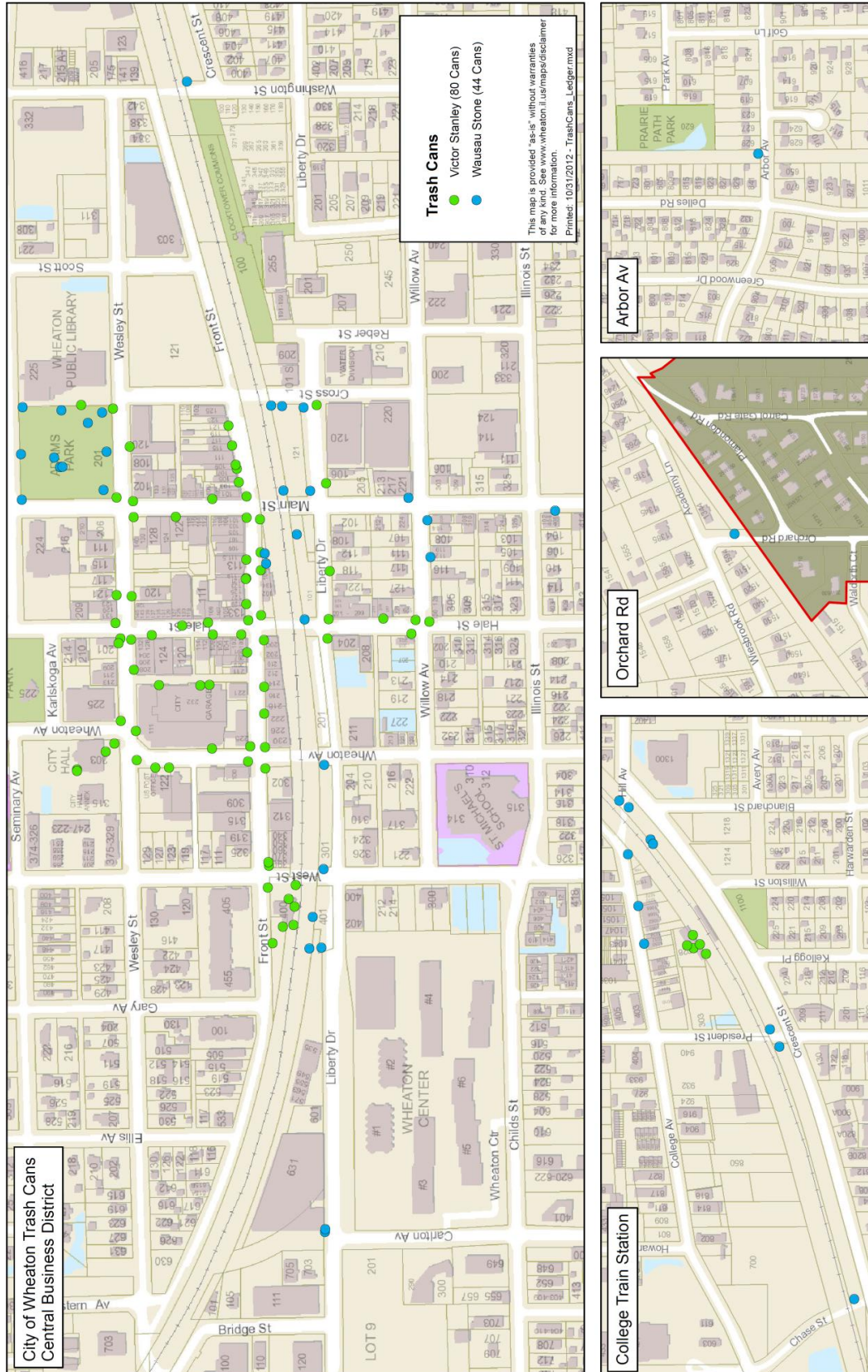
### EXHIBIT 3: CURRENT STICKER RETAILERS

Retailer	Address	Municipality
City of Wheaton	303 W Wesley St	Wheaton, IL 60187
7-Eleven	625 W Roosevelt Rd	Wheaton, IL 60187
Buikema's Ace Hardware	1705 N Main St	Wheaton, IL 60187
Buikema's Ace Hardware	90 E Loop Rd	Wheaton, IL 60189
Carlson True Value Hardware	125 E Front St	Wheaton, IL 60187
DuPage Pantry Plus	238 N Gables Blvd	Wheaton, IL 60187
Jewel-Osco	599 Roosevelt Rd	Glen Ellyn, IL 60137
Jewel-Osco	2031 N Main St	Wheaton, IL 60187
Jewel-Osco	30 Danada Square West	Wheaton, IL 60187
Len's Ace Hardware	485 Roosevelt Rd	Glen Ellyn, IL 60137
Ultra Foods	501 S County Farm Rd	Wheaton, IL 60187
Valli Produce	155 North Ave	Glendale Heights, IL 60139
Village Market Place	891 E Geneva Rd	Carol Stream, IL 60188
Walgreens	1601 N Main St	Wheaton, IL 60187
Walgreens	2020 S Naperville Rd	Wheaton, IL 60189
Whole Foods	151 Rice Lake Square	Wheaton, IL 60189

## EXHIBIT 4: SERVICE REQUIREMENTS AT CITY FACILITIES

Location	Address	Refuse		Recyclables	
		Receptacles	Frequency	Receptacles	Frequency
City Hall and Annex	303 W. Wesley St.	1 - 2yd dumpster	Twice/week	1 - 2yd dumpster	Once/week
Fire Station #1	1 Fapp Circle	1 - 2yd dumpster	Twice/week	2 - 65g cart	Once/week
Fire Station #2	1590 President St.	1 - 2yd dumpster	Twice/week	2 - 65g cart	Once/week
Fire Station #3	1700 N. Main St.	3 - 65g cart	Once/week	3 - 65g cart	Once/week
Wheaton Public Library	225 N. Cross St.	2 - 2yd dumpster	Twice/week	1 - 2yd dumpster	Once/week
Police Department	900 W. Liberty Dr.	1 - 4yd dumpster	Twice/week	1 - 2yd dumpster 3 - 65g cart	Once/week
Public Works: Main Enclosure	821 W. Liberty Dr.	2 - 2yd dumpster	Twice/week	1 - 2yd dumpster 3 - 65g cart	Twice/week
Public Works: North Enclosure	821 W. Liberty Dr.			1 - 2yd dumpster 2 - 65g cart	Twice/week
Public Works: Fuel Island	821 W. Liberty Dr.	2 - concrete cans	Once/week		
Public Works: Materials Yard	821 W. Liberty Dr.	1 - 20yd roll-off	Twice/month		
Train Station: Downtown	402 W. Front St.	2 - 95g cart	Once/week	1 - 2yd dumpster	Once/week
Train Station: College Ave.	303 N. President St.	2 - 95g cart 1 - 65g cart	Once/week	1 - 2yd dumpster 1 - 65g cart	Once/week
Water Division	210 Reber St.	1 - 2yd dumpster	Twice/week	1 - 2yd dumpster	Once/week

# EXHIBIT 5: PUBLIC REFUSE RECEPTACLES



## EXHIBIT 6: PRICE QUOTATIONS FOR PROGRAM 1

General Specifications + R&R Option 1

	Year 1 (2016-17)	Year 2 (2017-18)	Year 3 (2018-19)	Year 4 (2019-20)	Year 5 (2020-21)
<b>Stickers</b>					
Refuse	\$	\$	\$	\$	\$
Yard Waste	\$	\$	\$	\$	\$
Leaf	\$	\$	\$	\$	\$
<b>Refuse Cart Subscriptions (Monthly)</b>					
20-Gallon Cart	\$	\$	\$	\$	\$
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$
<b>Organics Cart Subscriptions (Monthly)</b>					
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$
<b>Other Services</b>					
Cart Delivery Fee	\$	\$	\$	\$	\$
Cart Removal Fee	\$	\$	\$	\$	\$
Cart Substitution Fee	\$	\$	\$	\$	\$
Backdoor Collection (Monthly)	\$	\$	\$	\$	\$
Special Collection <i>Price per Cubic Yard</i>	/cy	/cy	/cy	/cy	/cy
<i>Pickup Fee</i>	/pickup	/pickup	/pickup	/pickup	/pickup
Special Collection for Emergency Damage <i>Price per Cubic Yard</i>	/cy	/cy	/cy	/cy	/cy
<i>Pickup Fee</i>	/pickup	/pickup	/pickup	/pickup	/pickup
<b>Other Materials (# of Refuse Stickers)</b>					
Bulk Item					
White Good					
E-Waste					

Are there any additional Service prices for Program 1 that have not been listed? (Check one.)

☐ No. All Service prices have been listed above.

☐ Yes. They are listed below.

	<b>Year 1 (2016-17)</b>	<b>Year 2 (2017-18)</b>	<b>Year 3 (2018-19)</b>	<b>Year 4 (2019-20)</b>	<b>Year 5 (2020-21)</b>

## EXHIBIT 7: YEAR-1 COST BREAKDOWNS FOR PROGRAM 1

### General Specifications + R&R Option 1

Please record the itemized costs for Year 1 of Program 1. The terms used below are explained in the “Cost Breakdown” entry in the *Definitions* section.

At the beginning of the contract term, how much revenue do you expect to earn from the sale of collected Recyclables? \$ \_\_\_\_\_ / ton

	Stickers		
	Refuse	Yard Waste	Leaf
Collection	\$	\$	\$
Collection (Recyclables)	\$		
Fuel	\$	\$	\$
Fuel (Recyclables)	\$		
Disposal	\$	\$	\$
Disposal (Recyclables)	\$		
Other Costs	\$	\$	\$
<b>Total per sticker</b>	\$	\$	\$

	Refuse Carts			
	20-Gallon	35-Gallon	65-Gallon	95-Gallon
Cart	\$	\$	\$	\$
Collection	\$	\$	\$	\$
Collection (Recyclables)	\$	\$	\$	\$
Fuel	\$	\$	\$	\$
Fuel (Recyclables)	\$	\$	\$	\$
Disposal	\$	\$	\$	\$
Disposal (Recyclables)	\$	\$	\$	\$
Other Costs	\$	\$	\$	\$
<b>Total per month</b>	\$	\$	\$	\$

	Organics Carts		
	35-Gallon	65-Gallon	95-Gallon
Cart	\$	\$	\$
Collection	\$	\$	\$
Fuel	\$	\$	\$
Disposal	\$	\$	\$
Other Costs	\$	\$	\$
<b>Total per month</b>	\$	\$	\$

## EXHIBIT 8: PRICE QUOTATIONS FOR PROGRAM 2

General Specifications + R&R Option 2

	Year 1 (2016-17)	Year 2 (2017-18)	Year 3 (2018-19)	Year 4 (2019-20)	Year 5 (2020-21)
<b>Refuse Cart</b>					
<b>Tipping Fees</b>					
20-Gallon Cart	\$	\$	\$	\$	\$
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$
<b>Recycling Cart</b>					
<b>Tipping Fees</b>					
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$
<b>Organics Cart</b>					
<b>Subscriptions (Monthly)</b>					
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$
<b>Stickers</b>					
Refuse	\$	\$	\$	\$	\$
Yard Waste	\$	\$	\$	\$	\$
Leaf	\$	\$	\$	\$	\$
<b>Other Services</b>					
Cart Delivery Fee	\$	\$	\$	\$	\$
Cart Removal Fee	\$	\$	\$	\$	\$
Cart Substitution Fee	\$	\$	\$	\$	\$
Backdoor Collection (Monthly)	\$	\$	\$	\$	\$
Special Collection <i>Price per Cubic Yard</i>	/cy	/cy	/cy	/cy	/cy
<i>Pickup Fee</i>	/pickup	/pickup	/pickup	/pickup	/pickup
Special Collection for Emergency Damage <i>Price per Cubic Yard</i>	/cy	/cy	/cy	/cy	/cy
<i>Pickup Fee</i>	/pickup	/pickup	/pickup	/pickup	/pickup
<b>Other Materials</b>					
<b>(# of Refuse Stickers)</b>					
Bulk Item					
White Good					
E-Waste					

Please provide Price Quotations for \*Alternate Refuse Cart Tipping Fees. These are explained in *Refuse & Recyclables Option 2: RFID System*.

	<b>Year 1 (2016-17)</b>	<b>Year 2 (2017-18)</b>	<b>Year 3 (2018-19)</b>	<b>Year 4 (2019-20)</b>	<b>Year 5 (2020-21)</b>
<b>*Alternate Refuse Cart Tipping Fees</b>					
20-Gallon Cart	\$	\$	\$	\$	\$
35-Gallon Cart	\$	\$	\$	\$	\$
65-Gallon Cart	\$	\$	\$	\$	\$
95-Gallon Cart	\$	\$	\$	\$	\$

Are there any additional Service prices for Program 2 that have not been listed? (Check one.)

- ☐ No. All Service prices have been listed above.
- ☐ Yes. They are listed below.

	<b>Year 1 (2016-17)</b>	<b>Year 2 (2017-18)</b>	<b>Year 3 (2018-19)</b>	<b>Year 4 (2019-20)</b>	<b>Year 5 (2020-21)</b>

## EXHIBIT 9: YEAR-1 COST BREAKDOWNS FOR PROGRAM 2

### General Specifications + R&R Option 2

Please record the itemized costs for Year 1 of Program 2. The terms used below are explained in the “Cost Breakdown” entry in the *Definitions* section.

At the beginning of the contract term, how much revenue do you expect to earn from the sale of collected Recyclables? \$\_\_\_\_\_ / ton

	Refuse Carts			
	20-Gallon	35-Gallon	65-Gallon	95-Gallon
Cart	\$	\$	\$	\$
Collection	\$	\$	\$	\$
Fuel	\$	\$	\$	\$
Disposal	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total per tip</b>	\$	\$	\$	\$

How do you plan to provide residents with RFID-enabled Recycling Carts? (Check one.)

- ☐ Retrofit the City’s existing Recycling Carts with RFID technology
- ☐ Provide new RFID-enabled Recycling Carts and take the old carts away.

	Recycling Carts		
	35-Gallon	65-Gallon	95-Gallon
Cart	\$	\$	\$
Collection	\$	\$	\$
Fuel	\$	\$	\$
Disposal	\$	\$	\$
Other	\$	\$	\$
<b>Total per tip</b>	\$	\$	\$

	Organics Carts		
	35-Gallon	65-Gallon	95-Gallon
Cart	\$	\$	\$
Collection	\$	\$	\$
Fuel	\$	\$	\$
Disposal	\$	\$	\$
Other	\$	\$	\$
<b>Total per month</b>	\$	\$	\$

	Stickers		
	Refuse	Leaf	Yard Waste
Collection	\$	\$	\$
Fuel	\$	\$	\$
Disposal	\$	\$	\$
Other	\$	\$	\$
<b>Total per sticker</b>	\$	\$	\$

## **EXHIBIT 10: PRICE QUOTATIONS FOR ALTERNATIVE PROGRAM**

For an Alternative Program, please provide Price Quotations organized similarly to Exhibits 6 and 8. Include all Service prices that would be applicable to residents and/or the City.

## **EXHIBIT 11: DEVIATIONS**

Please list all Deviations from the Service specifications (*General Specifications, R&R Option 1, and/or R&R Option 2*) and from other portions of the RFP. Reference all pertinent sections of the RFP by name and number.

## EXHIBIT 12: CERTIFICATION OF COMPLIANCE

### *Residential Solid Waste Collection and Disposable Service*

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

#### **Check One:**

☐ **There are no conflicts of interest;** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

☐ **There is an affiliation or business relationship** between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. *Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.*

#### **This Business Firm is:**

☐ a Corporation      ☐ a Partnership      ☐ an Individual

☐ an LLC

Firm Name: \_\_\_\_\_

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

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

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

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

#### **Operational Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Sales Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Billing Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## EXHIBIT 13: CUSTOMIZED MAILING LABEL FOR SEALED BID

✂✂✂✂✂✂✂ CUT OUT ✂✂✂✂✂✂✂

*Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".*

### SEALED BID – DO NOT OPEN

**PROPOSAL FOR:**

**Residential Solid Waste Collection and  
Disposal Service**

Specify: PROGRAM # \_\_\_\_\_

*(Each proposed program should be enclosed within a separate envelope)*

**PROPOSAL FROM:** *(Insert your company name below)*

Proposals due: *Thursday, June 2, 2016 prior to 10:00 A.M. local time*  
List of Proposers published: *Friday, June 3, 2016*

**TO BE OPENED BY PROCUREMENT OFFICER**

**MAIL TO:**

**Joan M. Schouten, MBA CPIM CPPB  
Procurement Officer  
City Hall /  
City of Wheaton  
P.O. BOX 0727  
303 West Wesley Street  
Wheaton, IL 60187-0727**

## EXHIBIT 14: COVER PAGE FOR EACH PROPOSAL

### *Residential Solid Waste Collection and Disposal Service*

**This proposal is submitted by:** (Check one.)

☐ a Corporation   ☐ a Partnership   ☐ an Individual   ☐ an LLC

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Position: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

#### **Operational Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Sales Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

#### **Billing Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Enclosed is (check one)**

☐ Program 1: Refuse & Recyclables Option 1: Stickers/Subscriptions

☐ Program 2: Refuse & Recyclables Option 2: RFID System

☐ Alternative Program (This requires the additional submission of one of the above programs PLUS a justification as to how this program is a better option.

Agreement Between the City of Wheaton, Illinois  
and \_\_\_\_\_  
for Professional Services

*RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICE*

*This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and \_\_\_\_\_ ("Professional Service Provider"), address.*

WITNESSETH:

*Whereas, the City has determined that it is strategic to hire a Professional Service to provide services (hereinafter the "Work") consistent with the attached **Exhibit A [Exhibit A is the Request for Proposal FOR THE DEFINED PROGRAM OPTION]** which is incorporated herein and is fully set forth; and*

*Whereas, the Professional Service provider has submitted a proposal attached **Exhibit B [Exhibit B is the Proposal]** for this work, and*

*Whereas, the City finds the proposal submitted by the Professional Service provider meets the City's service requirements for the Work.*

*Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Professional Service provider hereto do hereby agree as follows:*

- 1. **Scope of Service:** The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. The Professional Service provider shall furnish all labor, materials, and equipment to provide and perform the Work. The Professional Service provider represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other Professional Service providers under similar circumstances.*
- 2. **Compensation:** The City shall compensate the Professional Service provider according to the terms of the Professional Service provider's proposal which is attached hereto as **Exhibit B.***
- 3. **Term of Agreement:** This Agreement shall commence at 12:01 am October 1, 2015 and shall terminate at 11:59 pm September 30, 2021. The City, at its option, may extend this Agreement for an additional period of time if the Contractor and the City can agree on prices, conditions, and specifications.*
- 4. **Additional Services:** The Professional Service provider shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Professional Service provider or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached Change Order form **[Exhibit C will be the Change Order Form.]** Terms, frequency, and prices for additional services shall be confirmed in writing via the Change Order by the City and the Professional Service provider.*

5. **Integration:** *The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.*
6. **Waiver:** *Any failure of either the City or the Professional Service provider to strictly enforce any term, right, or condition of this Agreement whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.*
7. **Compliance with Laws:** *The Professional Service provider shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.*
8. **CERCLA (Comprehensive Environmental response, Compensation, and Liability Act.)** *The Professional Service provider shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitations, costs of response, removal remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal."*
9. **Freedom of Information Act:** *The Contractor shall, within twenty four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor 's request to utilize a lawful exemption to City.*
10. **Discrimination Prohibited:** *The Professional Service provider shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Professional Service provider agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.*
11. **Status of Independent Consultant:** *Both City and Professional Service provider agree that Professional Service provider will act as an Independent Consultant in the performance of the Work. Accordingly, the Independent Consultant shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Consultant's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Consultant further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Consultant is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Consultant*

*specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Consultant, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Consultant complies with the terms of this Agreement.*

- 12. Assignment; Successors and Assigns:** *Neither this Agreement, nor any part, rights or interests hereof, may be assigned, , to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.*
- 13. Non-disclosure:** *During the course of the Works, The Professional Service provider may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. The Professional Service provider shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.*
- 14. Hold Harmless and Indemnification:** *The Professional Service provider shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, including, but not limited to, worker's compensation claims, reasonable expert witness and attorney fees or an y action in law or equity brought by any party under Federal or State law in an effort to set aside the contract, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to perform any services on behalf of the Professional Service provider.*
- 15. Patents:** *The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or copywrited material that form a part of the Work covered by the contract.*
- 16. Termination of Contract:** *If the Professional Service provider fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Professional Service provider. In the event of a termination, the City shall pay the Professional Service provider for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Professional Service provider's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; ; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.*
- 17. Cancellation for Unappropriated Funds:** *The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.*
- 18. Default.** *In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery or provide service within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.*

**19. Force Majeure:** *No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.*

**20. Other Entity Use:** *The Professional Service provider may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Professional Service provider and the other municipality or governmental agency.*

**21. Notification:** *All notification under this Agreement shall be made as follows:*

**If to the Professional Service provider:**

*Contractor Name*

*Attn: \_\_\_\_\_*

*Street address*

*City, State, Zip*

*Fax #*

*e-mail*

**If to the City:**

*City of Wheaton*

*Attn: City Clerk*

*303 W. Wesley Street, Box 727*

*Wheaton, IL 60189-727*

*Fax #*

*e-mail*

**22. Severability:** *If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.*

**23. Recovery of Costs:** *In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.*

**24. Governing Law:** *This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict-of-laws rules. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.*

**In Witness Whereof, the parties have entered into this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

*City of Wheaton, an Illinois municipal corporation*

By \_\_\_\_\_ date \_\_\_\_\_

*Donald B. Rose, City Manager*

**Attest:**

\_\_\_\_\_  
*Sharon Barrett-Hagen, City Clerk*

***Professional Service Provider***

By \_\_\_\_\_ date \_\_\_\_\_

*Signature*

**Attest:**

\_\_\_\_\_

## Special Provisions for Insurance Coverage for Contractual Services

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** and each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit.  
The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than **FIVE MILLION (\$5,000,000)** per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A

waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

***END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES***



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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). **A waiver of subrogation is required.**

PRODUCER	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	<b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 500,000
	<input checked="" type="checkbox"/> Professional Liability and Errors and Omissions:						E.L. DISEASE - EA EMPLOYEE \$ 500,000
	<input checked="" type="checkbox"/> Owners/Contractors Protection						E.L. DISEASE - POLICY LIMIT \$ 500,000
	<input type="checkbox"/> XCU coverage						1,000,000
	<input type="checkbox"/> Pollution / Environmental liability						1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name—or- Contract Name and #  
Contractor  
Contact  
Address  
Phone #, Email, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and A Waiver of Subrogation shall be provided for all policies with each updated certificate
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same Insurance requirements.

## CERTIFICATE HOLDER

## CANCELLATION

City of Wheaton  
303 West Wesley Street PO Box 727  
Wheaton, IL 60187-0727  
Attn Procurement Officer (fax) 630-260-2017

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

Agreement Between the City of Wheaton, IL  
And

XXX

Change Order # \_\_\_\_\_

**Change Order required due to:**

- ☐ Changed/Unforeseen Condition  
☐ Change in Scope  
☐ Errors and Omissions  
☐ Other: \_\_\_\_\_

**Type of Change Order:**

- ☐ Fixed Cost of \$ \_\_\_\_\_  
☐ Time & Materials, not to exceed: \$ \_\_\_\_\_  
☐ Emergency Change, not to exceed \$ \_\_\_\_\_  
☐ Extension of Completion Date

Attached is: ☐ Service Providers Proposal; ☐ Description of Change

**Cost and Schedule Control Summary**

*If this section is left blank, Change Order will not result in additional charges:*

Original Contract Amount \$ \_\_\_\_\_  
Previous COs Adds/Deducts \$ \_\_\_\_\_  
This CO Add/Deduct \$ \_\_\_\_\_  
Revised Contract Amount \$ \_\_\_\_\_

*If this section is left blank, Change Order will not result in additional time to complete the project:*

Original Contract Duration \_\_\_\_\_ days  
Previous COs Add/Deduct \_\_\_\_\_ days  
This CO Add/Deduct \_\_\_\_\_ days  
Revised Contract Duration \_\_\_\_\_ days  
Revised Contract Completion Date \_\_\_\_\_

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Service Provider, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Service Provider acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Service Provider on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

All terms and Conditions of the original contract apply to this Change Order and remain the same and in full force and effect.

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_ Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Finance: \_\_\_\_\_ Date: \_\_\_\_\_ City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

**Upon approval, forward this document to Procurement for Amendment of Contract.**