



#### ENVIRONMENTAL MANAGEMENT DIVISION

# **MEMORANDUM**

TO: Bruce Walden, Chief Administrative Officer

FROM: Rod Fletcher, Environmental Manager

**DATE:** August 19, 2003

**RE:** Review of Residential/Multifamily Recycling RFP

#### **Action Requested**

Authorization, by motion, to issue the attached Request for Proposals to provide residential and multifamily recycling services.

#### **Background**

Our current contract extensions providing recycling services to residential and multifamily dwellings will expire March 31, 2004. Staff has prepared a Request for Proposals (RFP) to solicit responses from contractors to continue the U-CYCLE programs after that date.

As written, the RFP specifies that the programs will be operated in much the same manner as services are provided today, in terms of number and types of materials collected, providing services to all residential and multifamily dwellings, frequency and location of collection, etc. There are several features that should be noted:

- 1. Contract term will be 5 years, with a 2 year mutually agreed extension option;
- 2. A single contract may be awarded to provide services to both residential and multifamily programs combined, or two individual contracts for each program, depending upon the responses and best interests of the programs and City.
- 3. Introduction of a 65 gallon wheeled cart as an option for residential customers who generate quantities of recyclables in excess of the two 15 gallon bins. The carts would provide greater ease of use for the customer, keep materials from blowing and reduce exposure to weather conditions. The details of acquisition/distribution are still under staff review.
- 4. Five and six unit dwellings, currently served under residential program, would be moved to the multifamily program. Ninety-five gallon wheeled carts would then be used and set at these locations, as opposed to having up to 12 or so bins setout at an individual location.

The RFP strives to improve customer convenience and use, seeks to add additional materials if possible, and maintains the comprehensive nature of our programs. While the RFP is quite lengthy, Section 5 provides detailed information for collection and processing specifications.

Given the time needed by both the City and Contractor(s) to implement a transition into the new contracts by April 1, 2004, this RFP will be issued Thursday, August 28. Responses are due September 29.

#### **Financial Impact**

The responses will set forth a basis to negotiate contracts and to determine program costs and fees to continue to fund these programs from imposed recycling taxes. Staff anticipates returning to Council in November with results and additional recommendations.

#### Recommendations

Staff recommends authorization to issue the RFP.



CITY OF URBANA, ILLINOIS

# **REQUEST FOR PROPOSALS**

SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS FOR:

# RESIDENTIAL AND MULTIFAMILY RECYCLING COLLECTION AND PROCESSING SERVICES

**DATE ISSUED: Thursday, August 28, 2003** 

PROPOSALS DUE: Monday, 2:00 p.m., September 29, 2003



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#### 1.00 OVERVIEW AND GENERAL INFORMATION

#### 1.1 Request for Proposals

The City of Urbana (hereinafter "City"), Champaign County, Illinois, a municipal corporation acting under its home-rule powers, is seeking proposals to determine the cost to provide professional services for both collection and processing of recyclable materials to residential and multifamily dwellings within the City. Accordingly, the City is furnishing herein a set of specifications by which proposals shall be judged. Any firm (hereinafter "Contractor") desiring to be considered to provide such service shall submit proposals in accordance with the instructions and format of the attached Request for Proposals (RFP) documents.

#### 1.2 Program Intent

It is the desire of the City to provide high quality recycling services to all residents at a reasonable cost. To that end, it is expressly stated that the City may, at its sole discretion, elect to enter into a single contract to provide services to both residential and multifamily services or multiple contracts - a residential service contract and a multifamily service contract. The term of the contract(s) would be five years with a two year, mutually agreed upon, extension option. The date for which existing service contracts for both programs expire and work under the new contract(s) would commence is April 1, 2004.

#### 1.3 RFP Format

Given that this RFP is soliciting responses for both residential and multifamily recycling services (See section 2 for definitions of residential and multifamily), there will be general specifications that will apply to both programs, and if necessary, subsection paragraphs specific to a particular program.

#### 1.4 Demographics

The current estimated population of Urbana is 37,364. The City encompasses approximately ten square miles with approximately 120 miles of streets. Substantial portions of the City are zoned for residential use. New residential development is occurring in recent years, with 300 new single-family units built in the last 2½ years. Multifamily units are also seeing new development.

The estimated population currently residing in single-family through fourplex housing units is 17,000 and in apartment complexes of five or more units is 11,000. [The later figure excludes official University of Illinois housing dormitories and populations, since they will not be included in this program, but does include fraternities and sororities.]

#### 2.00 DEFINITIONS

#### 2.1 Definitions

The following words and phrases, when used in these contract documents, shall have the meaning given to them in this section:

**Approved Recycling Containers:** shall mean a container, bin, or toter to temporarily contain recyclable materials awaiting collection, as approved by the City.

<u>City:</u> shall mean the City of Urbana, Illinois, a municipal corporation acting through the Chief Administrative Officer or official designated by the Chief Administrative Officer.

<u>Condominium:</u> shall mean a building containing individual dwelling units that adjoin one another by a common line (zero lot line) of ownership, with each dwelling being eligible for separate ownership.

<u>Contract Documents</u>: shall mean the City's Request for Proposals [RFP], the Contractor's Proposal (to the extent that it is consistent with other contract documents and the RFP), the Collection Contract, the Performance Security, and any subsequent written addenda or changes to the foregoing documents made and approved by the City.

<u>Contractor</u>: shall mean the individual, partnership, or corporation who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in the Contract.

<u>Curbside</u>: shall mean that portion of right-of-way adjacent to paved or traveled City roadways within ten (10) feet thereof.

**Curbside Collection:** shall mean the collection of recyclables placed curbside.

**<u>Dormitory:</u>** shall mean a building where group sleeping accommodations are provided for persons in one room, or a series of closely associated rooms, for compensation and by prearrangement for a specified period of time, under single management, except those owned or operated by the University of Illinois. Fraternities, sororities and cooperatives are typical forms of dormitories.

**<u>Dwelling</u>**: means any building, but not a travel trailer, which is exclusively designed for or used for one (1) or more dwelling units.

**Dwelling Units:** means one (1) room or suite of two (2) or more rooms in a building, designed for and used by one (1) family for living and sleeping purposes, containing its own kitchen and bathroom facilities, and having its own independent entry/access from the exterior of the structure or from a common interior hallway.

<u>Multifamily Dwelling:</u> means any building containing five (5) or more dwelling units within the City of Urbana. This includes dormitories, condominiums, elderly assisted housing, but not nursing homes.

<u>Person</u>: mean any individual, partnership, co-partnership, firm company, corporation, association, joint stock company, trust estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

Recyclable Materials: means, at a minimum, empty containers that held food and beverages, health or beauty products, household cleaners, (but not paint, special or toxic wastes) in the following material commodity types: clear, brown, and green glass (MGL); steel (TIN) and aerosol cans, bi-metal; and aluminum cans, foil, and trays (ALUM); polyethylene terephthalate (PET) [SPI code #1] containers; high-density polyethylene (HDPE) [SPI code #2] containers; (SPI code #3 through #7) plastic narrow-necked (blow molded) containers; (LDPE) [SPI code #4] 6 and 12 pack plastic ring carriers; (ASE/CAR) aseptic juice boxes and "gable topped" cartons, such as dairy and juice; and fiber commodities including: newspaper, telephone directories; paperback books (ONP); corrugated cardboard (OCC); chipboard and beverage carrier stock; magazines (OMG); residential mixed paper (RMP); or other materials as may be designated by the City.

**Refuse:** shall mean all nonhazardous wastes. For the purposes of this Contract, the terms "garbage", "refuse", "rubbish", "solid waste", "trash", "waste", "household waste", and "residential solid waste" shall be synonymous; but the term shall not include: sewage sludge, recyclables or landscape waste which is source separated for recycling purposes.

**Residential Dwelling:** means any single family dwelling, condominium or building containing four (4) or fewer dwelling units within the corporate limits of the City.

#### 3.00 INSTRUCTIONS TO PROPOSERS

#### 3.1 Proposal Package

All sections of this RFP package are integral to the desired scope of services, and quotations shall take into account the comprehensive nature of the work. It is envisioned that Sections 2 and Sections 4 through 9 shall become part of the written contract.

#### 3.2 Contact Person

Rodney A. Fletcher, Environmental Manager, Department of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802, (217) 384-2381, Fax (217) 384-2400, Email rafletcher@city.urbana.il.us.

#### 3.3 Meeting Specifications

The specifications included in this package describe the services that the City feels are necessary to meet the performance requirements of the City, and shall be considered the minimum standards expected of the Contractor. The City shall require all Contractors to fully comply with the specifications. The City reserves the right to determine the acceptability or unacceptability of any and all proposals and to negotiate the effects and costs of any such proposals prior to reaching a decision on the awarding of Contract(s). The City shall unequivocally be the sole and final judge. Decisions are final and shall not be subject to recourse by any person, firm, or corporation.

#### 3.4 Investigation by Potential Contractor

It shall be the responsibility of the Contractor to thoroughly read and understand the information,

instructions, and specifications. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the Contractor's own risk. No plea of error or plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the Contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

#### 3.5 Format for Submissions

A properly-prepared proposal shall consist of:

- 1. Signed Cover Letter
- 2. Brief narrative of business philosophy and RFP Comments, if any
- 3. All Schedules, containing the required information
- 4. Price Quotation Sheet

The signed cover letter accompanying the proposal must be from an officer or employee having the authority to bind the Contractor by signature. The narrative should be brief and concise and may comment on any specification or part of the RFP documents. All commentary in the narrative where the Contractor addresses specifications should refer to the section and subsection letter and number (e.g. 5.2.3) where appropriate and should be discussed sequentially, insofar as is possible.

Facsimile ("fax") machine transmitted proposal responses shall not be accepted, however, the City may transmit RFP documents, including addenda, to prospective Contractors by way of a facsimile machine.

All blanks on the price quotation sheet and schedules must be correctly filled in, using ink or entered in typed form. Any erasures or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration.

#### 3.6 Pre-Proposal Meeting

A pre-proposal meeting will be held at 2:00 p.m., Tuesday, September 9, 2003 at the Public Works Conference Room, 706 S. Glover Av. Attendance is not mandatory, but is recommended.

# 3.7 Proposal Delivery Procedures

Sealed proposals shall be delivered to the office of the Public Works Director, 706 South Glover Avenue, Urbana, Illinois, 61802, by not later than 2:00 p.m., on Monday, September 29, 2003. Sealed envelopes shall be clearly labeled "Proposal for Recycling Collection and Processing Services" with the following information: Contractor's name and address; date and time of opening. One original and two (2) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. The Public Works Director, or designee, whose duty it is to open them, will announce when the specified time has arrived, and no proposal received thereafter shall be considered. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified, except as otherwise provided by law.

Proposals arriving after the above specified time, whether sent by mail, courier, or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the Contractor's responsibility for timely delivery regardless of the methods used. Mailed proposals which are delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

#### 3.8 Withdrawals; Declinations

A written request for the withdrawal of a proposal may be granted if the request is received by the Public Works Director prior to the specified time of opening. However, after a proposal is opened, it will be binding for a period of one hundred twenty (120) calendar days.

#### 3.9 Non-Acceptance of Proposals

No proposal shall be accepted from, or Contract awarded to, any person, firm, or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to faithfully perform any previous contract with the City. No more than one proposal for the work herein described shall be considered from any single corporation, partnership, individual, or joint venture.

#### 3.10 Proposal Opening Procedures

The opening of all proposals shall commence immediately after the stated delivery date and time above, in the second floor conference room in the Public Works Facility, 706 South Glover Avenue, Urbana, Illinois, and the names of all Contractors submitting proposals shall be publicly read. All potential Contractors and the public may attend the proposal opening. The City shall then take all proposals under review.

#### 3.11 Competency of Contractors

The opening and reading of proposals shall not be construed as acceptance by the City of the Contractors as being qualified or responsible candidates. The City reserves the right to determine the competence and financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications herein. The City shall unequivocally be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm, or corporation.

#### 3.12 Checklist of Submittals

The checklist of submittals is furnished only to help the Contractor ensure that a complete proposal is submitted. It is not a substitute for the careful reading of and response to all of the RFP documents.

#### 3.13 Purchasing Certification Form

The Purchasing Certification Form, Schedule 1 of the submittals, must be signed and submitted in order for a proposal to be considered.

#### 3.14 Equal Employment Opportunity

During the term of this Contract, the (Contractor and any subcontractors shall comply in all respects with the Equal Employment Opportunity Act. The Contractor and any subcontractor shall have a written equal employment opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, disability, or age.

#### 3.15 Non-Collusion

In submitting this proposal, the Contractor declares and warrants that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion.

#### 4.00 OPERATIONAL SPECIFICATIONS AND STANDARDS

#### 4.1 Intent

The recycling programs described herein are one of the most visible and have the highest degree of public interaction of any City program. Therefore, it is the intent of these specifications to seek and maintain, throughout the term of the Contract(s) clean, courteous, well-scheduled, and well-executed collection of recyclables in the City.

#### 4.2 Scope of Work

The work under the Contract shall consist of the items contained in the Contract, including all the supervision, materials, equipment, labor and all other items necessary to provide collection and processing services in full compliance with the Contract documents. In case of a tornado, flood, hurricane, ice storm, disabling snowstorm, or other disaster or other acts of nature, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to conditions set by the City.

#### 4.3 Damage to Property

Contractor shall promptly, and without charge to the City or to the affected property owner, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the City, any damage done by the Contractor to any property, public or private, as a result of the work. If Contractor fails to promptly repair or restore any such damage, then the City may, after 48 hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and charge all costs related thereto to Contractor. If the City determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the City may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor.

Notwithstanding any other provision of the Contract, Contractor's obligations under this section

shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this section.

#### 4.4 Office and Supervision

The Contractor shall at all times, employ adequate personnel to manage and supervise the program as herein described. In addition, the Contractor shall maintain a local office within the Urbana-Champaign area and communications capabilities, including telephone, Fax and Email service through which the Contractor can be contacted Monday through Friday, 8:00 am. through 5:00 pm., except Holidays.

#### 4.5 Employees and Conduct

The Contractor shall undertake to perform all collection services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide competent, capable, and courteous personnel on collection crews; and to provide courteous and knowledgeable personnel in its customer service function. The Contractor's drivers and crew members shall be attired in a neat, professional-like manner. A specific uniform is not required. All vehicle operators shall carry valid Illinois state driver's license for the class of vehicle operated.

#### 4.6 Subcontractors

The Contractor shall perform the work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the City in writing. No subcontractors shall be used for collection or processing by the Contractor unless the subcontractors are acceptable to, and approved in advance, by the City. The City's approval of any such subcontractor shall not relieve the Contractor of full responsibility and liability for the performance of the work. All work performed under any subcontract shall be subject to all of the provisions of the Contract, and every reference in the Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

#### 4.7 Risk of Loss

The work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the City because of any damage or loss to the work or Contractor's equipment, materials, or supplies.

#### 4.8 Safety

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work of this Contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind which involves the general public and/or private or public property in the City, the Contractor shall notify the City as soon as possible but no later than one (1) working day. Upon request of the City, the Contractor shall provide such accounting of

details and/or copies of written accident reports as the City may require.

#### 4.9 <u>Inspection</u>

The City or its authorized agent may inspect the work performed for compliance with the Contract. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, program related records, equipment or work. The City may conduct inspections at reasonable hours. Inspections are not required to be announced by the City or its authorized agent.

#### 4.10 Reports and Records

The Contractor shall collect and maintain, separate from all other business records and accounts, complete and accurate records and ledgers of information or accounts relating to the performance of the Contract. Such records and accounts shall, with reasonable notice, be open to inspection and copying by the City and its agents.

The Contractor shall furnish, on forms approved by the City, monthly reports on the services performed within ten (10) days of the end of every month, for the term of the contract, to the City. The reports shall include, but is not limited to:

- (a) the number of daily collections;
- (b) the quantity of materials collected by material type (this will be accomplished by the Contractor performing a sort and weigh task, representative of typical loads, each month with a city staff member present. This task may be adjusted to a quarterly basis as approved by the City);
- (c) accurate copies of daily weight receipts of materials collected;
- (d) the markets and revenue obtained from sale of commodities;
- (e) The monthly quantity of contaminated materials alternatively disposed of;
- (f) information on the quality of service being provided (e.g. complaints of missed collections, timeliness and problems as reported by residents to the Contractor).

#### 4.11 Change in Service

Throughout the term of the contract, federal, state, county or local legislation may change and may impact the terms of this contract. In addition, the City or Contractor may wish to change the type of service provided during the term of the contract (e.g. type of material collected, method of handling, method of collection, stops served, etc.). If either party requests a contractual change, it must be written and shall be responded to in a timely manner and all parties are required to negotiate in good faith to effectuate any contractual changes.

#### 4.12 Prevailing Wage

The wage rate scales paid to laborers, mechanics and other workers employed upon work for this Contract are not subject to the Prevailing Wage Act (820 ILCS 130/3).

#### 4.13 Insurance

The Contractor shall carry all insurance coverage required by law or which would normally be expected for the business of refuse/recycling collection services. In addition, the Contractor shall

carry, at its own expense, at least the following insurance coverage:

# Workers' Compensation and Occupational Diseases Insurance:

Statutory amount for Illinois.

#### General Liability Insurance:

Bodily injury, property damage, including broad form contractual insurance, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.

#### **Automotive Liability Insurance:**

Bodily injury, property damage, with limits of not less than \$1,000,000 each occurrence. This insurance must include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

The Contractor shall include the City as an additional named insured on both General Liability and Automotive Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to the City. The Contractor shall furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. These coverages are not required of the Contractor at the time of proposal submittal, however the Contract will not be signed with the successful Contractor until proof of coverage and additional named insured has been received and reviewed for acceptability by the City's Corporation Counsel.

All insurance policies and certificates of insurance shall contain a provision indicating that the insured and any additional named insured shall receive not less than thirty (30) days prior written notice prior to the effective date of any cancellation or reduction in coverage.

#### 4.14 Compliance with Applicable Laws, Ordinances, and Regulations

The Contractor shall comply with all applicable Federal, State and Municipal laws, ordinances, rules, and regulations governing the collection, disposal, and processing of recyclables during the term of this Contract.

#### 4.15 Taxes, Licenses, Permits, and Certificates

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract. By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax and service use tax. The City's tax-exempt number shall be furnished upon request of the Contractor.

Immediately upon the awarding of this Contract, the Contractor shall secure and pay for, at its own expense, all necessary permits, licenses, and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses, and certificates of authority to operate in the City, including inspections. The Contractor shall keep and maintain all such licenses, permits, and certificates of authority in full force and effect throughout the term of this Contract.

#### 4.16 <u>Performance Security</u>

The Contractor shall furnish to the City adequate security for the faithful performance of the Contract in the amount of twenty thousand dollars (\$20,000). The security shall indemnify the City for the life of the Contract against any loss resulting from failure of performance by the Contractor including the payment of wages and costs of supplies, materials, and insurance premiums. Adequate security shall include an irrevocable letter of credit issued by a financial institution acceptable to the City in the amount of twenty thousand dollars (\$20,000).

The successful Contractor shall furnish the performance security within ten (10) working days of the awarding of this Contract. This Contract shall not be signed until the security is received and is reviewed for acceptability by the City's Corporation Counsel. At the discretion of the City, failure to furnish the required security within the time specified may be cause for rejection of the proposal and the award of the Contract to another Contractor.

#### 4.17 Indemnity

The Contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees, from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to real estate, or personal property, in any way resulting from, arising out of, in connection with, or pursuant to this Contract, caused by the operations of the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall, at its own expense, appear, defend, and pay all reasonable fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the City in any such action, the Contractor shall, at its own expense, satisfy and discharge same.

The Contractor expressly understands and agrees that any performance security or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless, and defend the City.

#### 4.18 Adjudged Bankrupt

In the event the Contractor shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate, and in no event shall this be, or be treated as, an asset of Contractor after adjudication of bankruptcy. If Contractor shall become insolvent, or fail to meet its financial obligations, then this Contract may be terminated at the option of the City upon fifteen (15) days written notice to Contractor and in no event shall this Contract be, or be treated as, an asset of Contractor after the exercise of said option. This Contract is not assignable by Contractor without written permission of the City, either voluntarily or involuntarily, or by any process of law, except as above provided, and shall not be or come under the control of creditors, or trustee or trustees of Contractor in case of bankruptcy or

insolvency of Contractor, but shall be subject to termination as above provided.

#### 4.19 Notification

Any notifications, whenever required for any purpose under this Contract, shall be made in writing and addressed to City at the Office of the Director of Public Works and to Contractor at Contractor's business address.

If to Contractor: Name; Address; and City, State and Zip Code.

<u>If to the City</u>: Mr. William R. Gray, Director of Public Works, City of Urbana, 706 South Glover Avenue, Urbana, Illinois, 61802.

#### 5.00 COLLECTION AND PROCESSING SPECIFICATIONS AND STANDARDS

#### 5.1 Collection - General

The Contractor shall collect all properly prepared recyclables as set forth in this section, from each dwelling and building participating in the program within the City and safely transport the same to the processing facility of the Contractor's choice, during the term of the Contract.

#### 5.2 Recycling Service Performed at No Extra Cost

The Contractor shall not impose or assess any separate fees, costs or stickers upon any dwelling or apartment building for recycling services specified in this Contract.

#### 5.3 Units to be Serviced

Participation in both the residential and multifamily recycling programs is voluntary.

#### Residential

The number of units stated below is a good faith approximation of the total number of occupied, and therefore potentially serviceable residential dwellings as of August 2003. The Contractor will be expected to canvass all streets with residential dwellings in the city limits throughout the duration of the contract and provide collection service to all, existing or newly constructed, participating dwellings. The residential program currently provides service to single family to six unit apartment buildings. The proposed contract will transfer four and five unit buildings to the multifamily program.

**Residential Dwellings** 

	<u> </u>
Type of Unit	Number
Single Family	6650
Duplex	850
Triplex	137
Fouplex	193
Total	7830

The number of units stated below is a good faith approximation of the total number of occupied, and therefore serviceable multifamily dwelling buildings as of August 2003. The Contractor will be expected to provide collection service to all existing and all newly constructed and occupied buildings in the city limits throughout the duration of the contract.

**Multifamily Dwellings** 

Type of Unit	Number of buildings	Number of Locations	Number of Units
5, 6 units	117	66	602
Dormitory	54	54	2411
All Other	442	274	5408
Current Total	<u>613</u>	394	8421

As a part of the multifamily program, the Contractor shall also provide recycling services to Municipal buildings and locations as listed below:

Location	Size and Number	Commodity	Container	Collection
	of Containers		Supplied by	Frequency
City Building	One / 2yd	OCC	City	Once /week
	Five / 95 gal carts	Fiber/containers	City	
Civic Center	One / 2yd	OCC	City	Once /week
	Two / 95 gal carts	Fiber/containers	City	
Public Works	One / 2yd	OCC	Contractor	Once /week
	Five / 95 gal carts	Fiber/containers	City	
Landscape	One / 95 gal cart	Fiber/containers	City	Once /week
Recycling Center				
Urbana Library	Four / 95 gal carts	Fiber/containers	City	Once /week
Downtown-	Four / 30 gal	Containers	City	Twice /week
various locations   containers (with				*collected
	hard plastic liners)			before 7:30am

#### 5.4 Hours of Operation

Collection of recyclables shall not start before 7:30 a.m. nor continue after 7:30 p.m. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and the Contractor, or when the Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

#### 5.5 Holidays

The Contractor may recognize the following holidays for the purpose of this Contract:

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

When the Contractor observes a holiday, service will still be provided to all dwellings and

buildings for that week. Collection will occur one day later than normal (ie. if a holiday falls on Monday, Monday's route would be collected Tuesday, Tuesday's route collected Wednesday, etc.). It is recognized that unforeseen emergencies may occur and would require alteration of the schedule for those situations only. It shall be the Contractor's responsibility, to inform residents of any changes from regular collection resulting from an emergency.

#### 5.6 Collection Method, Recyclable Materials to be Collected

The Contractor shall collect, at a minimum, the recyclable materials listed below from each participating dwelling unit or apartment building without respect to quantity. The Contractor may collect materials commingled in a single stream. Since it is the desire of the City to expand the types of materials that can be recycled, depending upon the availability of reasonable markets and commodity demand, the Contractor is specifically encouraged to submit a list of additional materials that could reasonably be added to the City for consideration.

#### Paper fibers:

- 1. ONP Newspaper and inserts, telephone directories, paperback books
- 2. OCC Corrugated cardboard, fiberboard, chipboard and beverage carrier stock
- 3. OMG Magazines, catalogs
- 4. RMP Residential mixed paper (mail, computer paper, ledger, etc.)

#### Containers:

- 1. TIN/BIM Food & beverage cans, and empty aerosol cans (steel, bi-metal)
- 2. ALUM Food & beverage cans, foil, and trays
- 3. MGL Food & beverage mixed glass containers (flint, brown and green)
- 4. PET, #1 Polyethylene terephthalate containers, natural and pigmented
- 5. HDPE, #2 High-density polyethylene containers, natural and pigmented
- 6. #3 through #7 plastic narrow-necked (blow molded) bottles, and 6/12 pack plastic ring carriers
- 7. ASE/CAR aseptic juice boxes and "gable topped" cartons, such as dairy and juice

Containers that have held paint, lubricating oils, lawn or agricultural chemicals or other toxic materials are not acceptable and will not be collected.

To assist the Contractor in preparation of responses, the following is a list of average quantities of materials collected in programs over the last three years:

#### Residential

Commodity	High (Tons) Low (Tons)		Average/yr.
			(Tons)
ONP	687	627	663
OCC	386	359	374
OMG	46	36	40
RMP	30	24	28
TIN/BIM	55	52	53
ALUM	14	13	13
MGL	287	251	273
PET	22	13	20
HDPE	22	13	20
TOTAL	1549	1388	1484

Commodity	High (Tons)	Low (Tons)	Average/yr. (Tons)
ONP	96	90	93
OCC	235	206	219
OMG	42	40	41
RMP	103	97	99
TIN/BIM	20	19	19
ALUM	16	15	15
MGL	133	124	128
PET	16	15	15
HDPE	17	15	16
#3 - #7 Bottles	5	5	5
ASE/CAR	4	4	4
TOTAL	687	630	654

#### 5.7 Changes in Recyclable Materials

If, during the term of the Contract, any changes in the type of recyclable materials is requested by the City or the Contractor, due and reasonable consideration will be given. Changes, if any, will be negotiated by the City and the Contractor pursuant to Section 4.11.

#### 5.8 Collection Zones, Days

The Contractor shall work with city staff to develop collection zones and days. The Contractor will be expected to complete collection within the hours of operation for all dwellings and buildings within the collection zones/days as developed. Both programs currently have five (5) collections zones, are different in boundaries, but collect Monday through Friday.

#### 5.9 Frequency of Collection

The Contractor shall provide year-round collection.

#### Residential

Once a week collection in five collection zones, Monday through Friday, each week.

#### *Multifamily*

All buildings will receive collection once a week, and approximately 25 locations receive twice a week service. The Contractor is advised, that the frequency of collection may and can be adjusted for a given building during the term of the contract.

#### 5.10 Location of Service

In no case, shall the Contractor throw or otherwise place approved containers back onto properties in such a manner as to create a hazard or customer inconvenience after being collected. Effort shall be expected and made to place containers back from the location collected in a neat and orderly manner. Failure to do so will subject the Contractor to Contract Penalties.

#### Residential

The Contractor shall collect recyclables curbside except for Disabled Customers.

The Contractor shall collect recyclables on-site at recycling station areas established at all apartment building locations. The number station areas may change and shall be adequate for the number of building(s) served individually or at a complex and shall be conveniently located to maximize the opportunity for tenants to recycle.

#### 5.11 Disabled Customers

The Contractor shall provide front or backdoor collection service to any customer who, by reason of age, physical or mental limitation, is disabled and unable to place containers or recyclables curbside. The City is currently aware of approximately 64 such customers in the residential program.

#### 5.12 Cleanliness

The Contractor shall handle all approved containers with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of recyclable materials. The Contractor shall immediately clean up and dispose of any contents that may be spilled, regardless of whether the spill occurred on public or private property. The Contractor shall make collections with a minimum of noise and disturbance

If the Contractor fails to clean up any scattered or spilled material within four hours after either oral or written notice from the City, the City may cause such work to be done and deduct the reasonable cost thereof from any payments due and owing the Contractor, in addition to any other remedies provided herein.

#### 5.13 Recycling Containers

#### Residential

The City currently uses 15 gallon recycling bins for customers to setout acceptable recyclable materials. Two bins are provided, and distributed by city staff, to new customers for each newly constructed dwelling at no cost. Replacement and additional bins are provided to customers at purchase cost. The Contractor may encounter setouts of the 15 gallon bins as well as five gallon buckets, previously used and identified in the U-CYCLE program, and accumulations of acceptable materials such as cardboard products.

It has been observed that there are many setouts that exceed the capacity of bins/buckets and that a single dwelling unit may setout 3,4 or even 5 bins. Given this, and the associated potential for blowing materials as well as weather conditions impacting quality of materials, the City will be introducing a 65 gallon wheeled cart for residential use under this Contract. This will speed collection time at locations with large setouts, reduce blowing of materials, improve material quality impacted by weather, and is in keeping with the City's philosophy of improving customer participation, convenience and use. The 65 gallon carts will be offered as a option on a subscription basis. At this time, it is unknown how many customers may subscribe to this option, it could be a little as 400 customers (5%) or perhaps as many as 2400 customers (30%). The City shall be responsible for acquiring all containers used in the program.

Ninety-five gallon wheeled carts are used at all recycling stations. The number of carts and vary at each location. In addition, dumpsters are used at several locations to specifically collect quantities of cardboard. The chart below provides a current summary for containers and service frequency in this program.

<b>Number of Carts</b>	Weekly Frequency	Number of Locations
2	Once	76
4	Once	174
6	Once	36
8	Once	6
4	Twice	15
6	Twice	6
8	Twice	2
Dumpster (cu.yd.)		
2	Once	10
2	Twice	2
8	Twice	1

#### 5.14 <u>Preparation Requirements</u>

Recyclable materials may be deemed by the Contractor to be unacceptable for collection if they are not properly prepared, separated, or located in accordance with the Contract, City ordinances, or the Processor's requirements. The City shall standardize preparation requirements, in the event of conflicting requirements that may result from the use of multiple processor(s). If recyclable materials set out for collection are found to be in an unacceptable condition for recycling, the Contractor shall comply with the provisions set forth in Section 6.2.1., Initial Field Response.

#### 5.15 Title to Recyclables

In so far as the City may assign, title to all recyclable materials, once placed out for collection for the U-CYCLE programs, shall vest with the Contractor. The Contractor shall retain any and all revenues from commodity sales.

## 5.16 Collection Equipment

The Contractor shall furnish all items necessary, including equipment and labor for such collection service and shall at all times provide a sufficient amount of equipment and labor, to maintain a completely adequate service. All recyclables collected by the Contractor shall be loaded, contained, and hauled in vehicles dedicated for the collection of recyclables only. No vehicles that normally haul wastes shall be used, unless due to unforeseen equipment failure. All equipment must be maintained and operated in compliance with all local and state statutes, ordinances and regulations and to assure the safety of the collection personnel and residents of the City. If compaction vehicles are used in collection, the compaction pressure employed shall not be of such density to render recyclable materials unacceptable for receipt by processors or all vehicles used shall meet requirements of processors. The Contractors explicit goal is to

maximize the quantity and quality of all materials collected for resale.

The Contractor shall, at all times, keep said equipment in first-class working order and condition to assure safety and minimize air pollution. Special consideration will be given to Contractors who propose to utilize vehicles that consume alternate fuels, such as bio-diesel or propane.

Prior to the start of contract service, all collection vehicles shall be required to be predominately white in color with optional green accents, such as striping or the recycling mobius loop logo or other accent, upon city approval, are acceptable. Any used vehicles will be required to have a fresh coat of paint and meet conditions set forth in this section. Additionally, vehicles shall be labeled with the Contractor's name, address, and telephone number at least six (6) inches high, for identification purposes. No commercial advertising, except the Contractor's logo, shall be displayed on said vehicles. The City's recycling program logo shall also be displayed.

#### 5.17 Promotion

The U-CYCLE program is well established within the City, and to provide program continuity any and all educational and promotional activities, shall be conducted under supervision of the City and the name and logo of "<u>U-CYCLE</u>, <u>Urbana's Recycling Program</u>." The City shall, at its expense, provide promotion and educational efforts. The Contractor agrees and acknowledges that an effective program requires community education and promotion, and therefore, the Contractor agrees to fully cooperate and assist the City in such promotional and educational efforts as deemed necessary by the City.

#### 5.18 Processing of Recyclables

The recyclables collected under this contract shall be delivered to a processing facility or facilities that shall receive and prepare the materials in a manner so commodities are returned to the economic mainstream in the form of raw materials or products. While the Contractor shall make every reasonable effort to collect and deliver materials in a condition to maximize the quantity and quality of materials to be processed, it is recognized that quantities may be delivered in a condition making them unsuitable for processing or unable to meet market specifications.

These residual quantities will not be required to be sold or delivered for use in secondary production inputs and may be alternatively disposed of. However, if the residuals alternatively disposed of exceeds ten (10) percent by weight of the monthly total of materials received for processing, then the Contractor and the Processor shall submit a written explanation of the cause and recommendations to maintain residuals below this percentage. The Contractor and/or Processor shall provide all items necessary, including site facility, equipment, labor and management, to meet the requirements of this section. The Processor shall record submit to the Contractor quantities of any and all materials alternatively disposed as a part of reporting requirements.

The Contractor shall provide the name and location of the processing facility intended to be used during the contract. This shall not preclude the Contractor from changing the processor during the contract, but the Contractor shall provide notice to the City, prior to such change. In addition, the Contractor shall provide detailed information regarding the processing facility as required in

the schedule submittals.

#### **6.00 CUSTOMER RELATIONS**

#### 6.1 General Complaints

Contractor shall operate and provide services in such a manner so as to minimize complaints from customers. Unreasonable complaint levels, as determined by the City, shall be due cause for the City to terminate this Contract.

# 6.2 Processing of Complaints

#### 6.2.1 Initial Field Response (During Collection)

Where the Contractor encounters any recyclables unacceptable for collection, or if any dispute arises between a resident and the Contractor as to the manner or placing of containers, collection, or the nature of the Contract or the like, the Contractor agrees that, in the first specific occurrence, courteous collection will be immediately made, but only of acceptable materials, even though, in its opinion, it is improperly placed or contained. The Contractor shall post a notice (deficiency/remedy notice) with such customer, on a form approved by the City, noting the deficiency and the remedy. If any subsequent instances occur, the Contractor is not required to collect unacceptable materials, but the Contractor is required to post a notice with the customer. The deficiency/remedy notices shall be a three-part carbonless form, with one copy to be posted with customers, the second copy to be submitted to the City by the next workday of initial customer posting, and the third copy shall be retained by the Contractor.

#### 6.2.2 Initial Office Response

The Contractor shall give all complaints received by it prompt and courteous attention and shall respond to every customer from whom a complaint is received, that same day if possible, but in any case, within one (1) working day after receipt of such complaint; and if such a complaint is about a missed scheduled collection, then Contractor shall immediately investigate and, if a scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within one (1) working day, or sooner, after receipt of such complaint

#### 6.3 Referral to City

If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the customer, then Contractor, within two (2) working days after receipt of such complaint, shall deliver notice to the City of such complaint, which notice shall include the name and address of the customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The City shall arbitrate each such complaint, and the City's decision concerning each such complaint shall be final and binding on Contractor. All complaints shall be reported to the City, pursuant to reporting requirements of Section 4.10 and 6.2.1.

#### 6.4 Contract Penalties

The Contractor shall be liable to the City for Contract Penalties, in the amount of \$25, first

incident; \$50, second incident; and \$100 per incident thereafter which may occur in each month of the Contract, except during the first thirty (30) days of the Contract, upon determination by the City that performance has not occurred consistent with, but not limited to, the following provisions of the Contract:

- 1) Failure to pick up missed collections within twenty-four (24) hours on the day following the scheduled collection day;
- 2) Failure to complete collection by 7:30 p.m. on the scheduled collection day, if the City has not been notified of the delay by 4:00 p.m. on the scheduled day and the City has not approved the delay;
- 3) Failure to collect and empty each cart from every recycling station according to schedule;
- 4) Starting collection before designated time;
- 5) Throwing or leaving containers in a manner creating a hazard or inconvenience to customers;
- 6) Failure to adequately address legitimate complaints, whether submitted by residents or the City.
- 7) Failure to clean up scattered or spilled material within four (4) hours of written or oral notice from the City.
- 8) Failure to adhere to other collection restrictions and requirements set forth in the Contract. If the Contractor has violated or failed to follow several collection restrictions or requirements in a specific incident, the City may treat each violation or failure as a separate incident for the purpose of calculating contract penalties.

The assessment of contract penalties shall be at the reasonable discretion of the City, and shall be in lieu of other remedies, if imposed. The City may deduct the full amount of any contract penalties from any payment due to the Contractor, but any contract penalties not so deducted shall remain the obligation of the Contractor and be payable to the City on demand.

The City may assess contract penalties in lieu of other remedies available to the City for breach of the Contract or violation of the City's ordinances. Failure to impose contract penalties for lack of performance shall not constitute a waiver of the City's other rights and/or remedies under either the Contract or the City's ordinances or any subsequent failure of performance.

#### 7.00 DISPUTES AND REMEDIES

#### 7.1 Dispute Resolution Procedure

#### 7.1.1 Notice of Disputes and Objections

If the Contractor disputes or objects to any direction, instruction, determination, or decision of the City, then the Contractor may notify the City in writing of its dispute or objection; provided, however, that the Contractor shall, nevertheless, proceed without delay to perform the work as directed, instructed, determined, or decided by the City, without regard to such dispute or objection. Unless the Contractor so notifies the City within two (2) business days after receipt of such direction, instruction, determination, or decision, the Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.

## 7.1.2 Resolution of Disputes and Objections

To avoid and settle without litigation, any such dispute or objection, the parties agree to engage in good faith negotiations. Within three (3) business days after the City's receipt of the Contractor's written notice of dispute or objection, a conference between the City and the Contractor shall be held to resolve the dispute. Within three (3) business days after the final conference, the City shall render its final decision, in writing, to the Contractor. If the Contractor objects to the final decision of the City, then it shall give the City notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

#### 7.2 Contractor's Remedies

If the City fails or refuses to satisfy a final demand made by the Contractor pursuant to Section 7.1.2 or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of the Contractor, within ten (10) business days following receipt of such demand, then the Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

#### 7.3 The City's Remedies

If it should appear at any time that the Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within two (2) business days after written notice thereof from the City, then the City shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

#### 7.3.1 Strict Compliance Requirement

The City may require the Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.

#### 7.3.2 Recover from Contractor

The City may perform or have performed all work necessary for the accomplishment of the results stated in Section 7.3.1 and withhold or recover from the Contractor and or make claim against the performance bond all the cost and expense, including attorneys' fees and administrative costs incurred by the City in connection therewith.

#### 7.3.3 Recovery of Damages

The City may recover any damages suffered by the City.

## 7.4 The City's Right to Terminate or Suspend Work

#### 7.4.1 <u>Termination</u>, <u>Suspension</u>

The City shall have the right to terminate or suspend the work in whole or in part at any time after sixty (60) days written notice to the Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, the Contractor shall, and as to the extent directed, stop work under this Contract, terminate work under existing subcontracts, and cancel any outstanding subcontracts.

#### 7.4.2 Payment for Completed Work

In the event of any termination or suspension pursuant to Section 7, the Contractor shall have the right to be paid for all work done prior to the effective date of such termination or suspension and to be paid for all work done in accordance with the requirements of this Contract and for all costs pertaining to the work, as the Contractor may have reasonably and necessarily incurred as the result of such termination or suspension which cannot be canceled or otherwise with a good faith effort of the Contractor in which case this lesser amount shall be the measure of the City's payment.

#### 8.00 BASIS AND METHOD OF PAYMENT AND COMPENSATION

#### 8.1 Payment Responsibility

The City shall be responsible for payment to the Contractor.

#### 8.2 Contractor's Billings to City

The Contractor shall invoice the City for collection services rendered and the City requires invoicing within ten (10) days following the end of the month. Invoices shall reflect the monthly reconciliation of the number of customers, container type and collection frequency as tracked and determined by the City each month.

#### 8.3 Compensation

The City will compensate the Contractor, pursuant to its standard payment procedures, for collection services rendered, less any Contract penalties as provided in Section 6.4. While market prices are subject to consumer demand, the City is allowing the Contractor to retain all revenues received from subsequent commodity resale, therefore City shall not pay for any processing costs that may be incurred by the Contractor.

#### 8.3.1 Compensation Modification

Adjustments in the services performed, and due the Contractor, shall be made monthly to account for any increase or decrease in the number of serviceable dwellings units and levels of service as determined by the City based on the unit cost of services provided. The City may consider a contract adjustment, to be negotiated, based on the Consumer Price Index (C.P.I.- Midwest Region).

#### 8.3.2 Revenue from Material Resale

Any and all revenue received by the Contractor from the sale of commodities shall remain with the Contractor.

#### 9.00 BEST PROPOSAL DETERMINATION

#### 9.1 Methodology

All proposals submitted will be reviewed and evaluated by City staff according, but not limited to, the following criteria:

- 1. Experience: The successful Contractor must demonstrate and provide the experience and expertise required to establish and operate a comprehensive recycling collection program, both in terms of collection, processing, or securing processing operations, commodity marketing, and customer service.
- 2. <u>Approach to the Project</u>: The successful Contractor must indicate an overall understanding of the City's objectives for service, and willingness to work with the City in establishing and operating a successful program.
- 3. <u>Financial Capability</u>: The successful Contractor must demonstrate the financial capability required to successfully provide the personnel, capital equipment and ongoing operation of collection and processing services required of the program.
- 4. <u>Cost of the Service</u>: The successful Contractor shall provide service as defined herein for the least cost.

While cost of service is an important criteria, the City intends to select the Contractor(s) that meet, at a minimum, the criteria above as well as the specifications contained herein, who may not have submitted the lowest cost proposal. The City reserves the right to reject any or all proposals and to negotiate with the Contractor(s) that the City determines most fully meets the needs of the recycling program and of the City.

# **CHECKLIST OF SUBMITTALS**

- 1. Cover letter / Business Philosophy Narrative
- 2. <u>Schedule 1</u> Purchasing Certification Form
- 3. Schedule 2 Equal Employment Opportunity Form
- 4. <u>Schedule 3</u> Contractor Qualification Statement
- 5. <u>Schedule 4</u> Performance Reference Statement.
- 6. <u>Schedule 5</u> Equipment Inventory
- 7. <u>Schedule 6</u> Statement of Subcontractors
- 8. <u>Schedule 7</u> Management / Operational Organization Structure
- 10. <u>Schedule 8</u> Price Quotation Sheet(s)

# Schedule 3, page 1

# CONTRACTOR QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made herein.

Name	of firm		Check one: Corporation
Submitted by			Partnership
	ess		Individual
	hone		Joint Venture
Email			
1. Hov	w many years has your firm bed	en in business ?	
2a. Ho	ow many years has your firm be	een in business under it	es present business name ?
2b. Ur	nder what other or former name	es has your firm operate	ed ?
	corporation, answer the follow ubsidiary or division is submitt		s a-f apply to parent corporation)
a.	Date of incorporation		
b.	State of Incorporation		
c.	President's name		
d.	Vice-President's name		
e.	Secretary's name		
f.	Treasurer's name		
g.			
4. If a	n individual or partnership, ans	swer the following:	
a.	Date of organization		
b.	Name and address of all part	eners (State whether ger	neral or limited partnership)
5. If o	ther than a corporation or partr	nership, describe organi	zation listing name and address of principals

# Schedule 3, page 2

6. List states and categories in which yo which partnership or trade name is filed	ur organization is legally qualified to do business. List states in .
7. List two trade references:	
8. List at least one bank reference:	
9. List the name(s) of Insurance Compar	ny and name and address of agent:
Dated thisday of	<u>,</u> 2003.
By:	-
	_, being duly sworn, deposes and says that he/she is the _ of and that the answers to the foregoing questions and all
Subscribed and sworn before me this Notary Public:	day of, 2003.
My commission expires:	

# PERFORMANCE REFERENCE STATEMENT

Instructions: Provide at least three (3) contract service references. (Do not list City of Urbana as a reference, even if Contractor has provided services to City.)

Contact person/	Years Services Provided	Describe contract services
Telephone number	From To	

Provide any additional information deemed pertinent:

# **EQUIPMENT INVENTORY**

List information requested below for all vehicular equipment to be used in the performance of this contract:

Unit #	Owned Leased	Make/ Model	Year	Fuel Type	Compaction Yes or No	Capacity Empty	Est. years of remaining life

Provide any additional information deemed pertinent:

# Schedule 6

# **STATEMENT OF SUBCONTRACTORS**

Provide the name(s) of any and all subcontractors that will perform any collection and/or processing services as a part of this Contract. (If any subcontractors will be used, the Subcontractors must complete Schedules 3, 4, 5 and 7 and be submitted with the Contractors proposal).

Subcontractor Name(s)	Service component to be provided
1.	
2.	
3.	
4.	

# MANAGEMENT / OPERATIONAL ORGANIZATIONAL STRUCTURE

The City cannot overstate the importance of the Contractor to have adequate facilities, equipment and personnel to fully and completely provide an adequate level of service at all times. The Contractor shall fully describe (attach additional sheets as necessary) its current or proposed facilities, equipment and key personnel for <u>both</u> collection and processing components of this contract.

I. COLLECTION	
Facilities:	
Equipment:	
Personnel:	

Schedule 7	
page 2 of 2	

I. PROCESSING
facilities:
Equipment:
1° F
Personnel:

# **PRICE QUOTATION SHEET**

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# Option A, Residential Program price to provide services:

Monthly cost per unit	
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# **Option B, Multifamily Program price to provide services:**

Number of	Weekly	Cost per Month
Toters	collection	Cost per Monui
(95 gal.)	service	
2	Once	\$
4	Once	\$
6	Once	\$
8	Once	\$
2	Twice	\$
4	Twice	\$
6	Twice	\$
8	Twice	\$
One (30 gal.)	Twice	\$
Dumpster (yd)		\$
2	Once	\$
4	Once	\$
6	Once	\$
8	Once	\$
2	Twice	\$
4	Twice	\$
6	Twice	\$
8	Twice	\$

Contractor may submit any comments concerning pricing: (attach additional sheet if necessary)				